

Name of Work :- Roof Treatment & Face Lifting of B.N. College
Buildings at Patna.

BIHAR PUBLIC WORKS DEPARTMENT

Name of Agency :- M/s. Kishore Construction
[Form E-2.]

ITEM RATE TENDER AND CONTRACT FOR WORKS

Agreement No :- 170 F2 of 2013-14

General Rule and Directions for the guidance of Contractors.

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Subdivisional Officer, Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders, also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. Copies of the specifications, design and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Subdivisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Subdivisional Officer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.

3. Receipts for payments made on account of work when executed by firm, must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. The memorandum of work tendered for, and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Subdivisional Officer/Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

5. The amount of earnest money to be deposited will be	Rs.
If the amount of the estimate does not exceed Rs. 2,000	50
If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000	100
If the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000	200
For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money	100

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tenders and tenders which contain any alteration in the work specified in the said form of invitation to tender, or, which contain any other conditions of any sort or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but, contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Each deposit for earnest money herebefore mentioned shall be made in cash or by cheque and the receipt therefor should be enclosed with the tender.

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Kishore Construction
Partner

Chief Consultant (Technical)
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7. The Engineer or his duly authorised assistant will open the tender in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall there upon be returned to the tenderer with a pay order for the amount of the earnest money.

8. The Engineer shall have the right of rejecting all or any of the tenders.

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will be competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents mentioned in rule 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time, if the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender. If the Engineer is not competent to accept the tender himself he will inform the tenderer of the tender which he decides to recommend for acceptance, such tenderer shall there upon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same if the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Executive Engineer in government securities may be endorsed to the Executive Engineer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

11. The amount of security money to be deposited by the tender whose tender is selected for acceptance shall be 10% of the estimated value of the work and towards the amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be not tied to him in writing by the office opening the tender, failing which the tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deductions of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

12. When a tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinise all pages of the form of item Rate, Tender and Contractor for works to see the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then if he is competent to accept the tender sign the acceptance of the tender if he is not so competent, shall send the form for signature of the acceptance of the office competent to accept it.

Jay Kishor Singh

M/S Kishor Construction

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

[Signature]
02.12.13

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

BASED ON SOR BCD Effective From 16.07.12 and carriage rate of materials effective from 22.11.12 and material rates effective from 01.10.2012.

I/we hereby tender for the execution for the Governor of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of years month from the date of written order to commence and in accordance in all respects with the specifications designs, drawing, and other documents referred to rule hereof and Subjects to the annexed condition of contract and with such materials as are provided for by and in other respects in accordance with, such conditions so far as applicable.

MEMORANDUM

(a) If several sub-work are included they should be detained in the separate list

(A) Name of Work :- **PROPOSED BOUNDARY WALL FOR B.N. COLLEGE, PATNA**

(B) Estimated Cost :- Rs. 96,84,383=00
Agreement value :- Rs. 82,31,726=00

(b) This deposit will be 5% of the estimated cost of the work.

(C) Earnest Money :-

(c) This percentage deduction from bills will be credited to the contractors security deposits

(D) Initial security deposits (including earnest money) to be deposited before the Commencement of the work- Earnest Money :- **Rs. 4,15,000/-**

(E) Percentage to be deducted from bill Rs. 5% (Rupees five percent)

(F) Time required for the work from date of written order to commence **FOUR MONTHS**

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- 36 Nos.

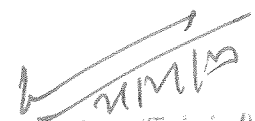
Sl.No.	SOR Ref. No.	Description of Item	Qty.	Unit	Rate	Amount
1	14.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sqm and under including cutting the patch in proper shape and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 metres lead.				
	14.1.2	with cement mortar (1:4)	1773.66	SQM	124.5	Rs. One hundred twenty four and paise fifty only.
2	13.74	Removing white or colour wash by scrapping and sand paper in and preparing the surface smooth including necessary repair scratches etc. complete	11841.91	SQM	3.3	Rs. Three and paise thirty only.

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Jeev Kishor Singh
Partner

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3	13.82B	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacture's specifications including appropriate priming coat, preparation of surface, etc. complete.				
	13.82B.2	On concrete work	11390.96	SQM	88.1	Rs. Eighty eight and paise ten only.
4	13.93.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade:				
	13.93.2	One or more coats on old work.	4295.28	SQM	25.3	Rs. Twenty five and paise thirty only.
5	9.82	Providing and fixing M.S. grills of requirement pattern in frames of windows etc.with M.S. flats, square or round bars etc.all complete				
	9.82.2	Fixed to steel windows by welding	7816	KG	83.4	Rs. Eighty three and paise forty only.
6	10.5	Providing and fixing in position collapsible steel shutters with vertical channes 20x10x2 mm and braced with flat iron diagonals 20x5 mm size with top and bottom rail of T-tron 40x40x6 mm with 40 mm dia steel pulleys complete with bots.nuts locking arrangement stoppers handies including applying a priming coat of approved steel primer.	11.99	SQM	3225.7	Rs. Three thousand two hundred twenty five and paise seventy only.
7	13.93.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade:				
	13.93.1.1	Two or more coats on new work	334.85	SQM	38.6	Rs. Thirty eight and paise sixty only.
8	13.81	Applying priming coat:				
	13.81.3	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel works	334.85	SQM	15.1	Rs. Fifteen and paise ten only.

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9	11.41	Providing and laying vitrified floor tiles in different sizes {thicknessProviding and laying vitrified floor tiles in different sizes {thickness to be specified by the manufactruer) with water absorption's less than 0.08 % and conforming to IS : 15622 of approved make in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) including grouting the joint with white cement and matching pigments etc., complete.				
	11.41.2	Size of Tile 60x60 cm	475.54	SQM	1471.7	Rs. One thousand four hundred seventy one and paise seventy only.
10	R.A as per 13.40A	Providing and applying white cement based putty of Wallplast/JK / Birla make 1.5mm thick, surface hardness 2.98 N over plastered surface to prepare the surface even and smooth complete as per companys specification and direction of Engineer-in-charge.	1811	SQM	96.8	Rs. Ninety six and paise eighty only.
11	13.77	Distempering with oil bound washa ble distemper of approved brand and manufacture to give an even shade .				
	13.77.2	New work (two or more coats) over and including priming coat with cement primer	2313.25	SQM	48.3	Rs. Forty eight and paise thirty only.
12	14.5	Renewing glass panes, with putty and nails wherever necessary				
	14.5.2	Float glass panes weighing 10 kg/m2 (4mm thick glass)	15.05	SQM	521.7	Rs. Five hundred twenty one and paise seventy only.

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 Jai Kishor Patna

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13	11.37	Providing and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as white , Ivory , Grey , Fume Red , Brown , laid on 20 mm thick Cement mortar 1:4 (1 cement: 4 coarse sand) including pointing the joints with white cement and matching pigment etc., complete.	155.97	SQM	858.3	Rs. Eight hundred fifty eight and paise thirty only.
14	11.36	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (Thickness to be specified by the manufacture) of approved make in all colours, shades except burgundy , bottle green , black of any size as approved by Engineer-in-charge in skirting , risers of steps and dados over 12 mm thick bed of cement Mortar 1:3(1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	356.3	SQM	863.6	Rs. Eight hundred sixty three and paise sixty only.
15	17.1 DSR	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS :7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required				
	17.1.1	White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests	16	Each	2993.74	Rs. Two thousand nine hundred ninety three and paise seventy only.
16	17.7DSR	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :				

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 Jai Kishor Sg
 Partner

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	17.7.4	White Vitreous China Flat back wash basin size 550x400 mm with single 15 mm C.P. brass pillar tap	13	Each	1475.1	Rs. One thousand four hundred seventy five and paise ten only.
17	17.31DSR	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board Unskilled labour requirement for site cleaning before start ground fixed to wooden cleats with C.P. brass screws and washers complete.	13	Each	680.79	Rs. Six hundred eighty and paise seventy nine only.
18	OLD SOR 2005 5.10.4	Dismantling of damaged patent stone flooring for providing marble flooring as per direction of E/I	556.76	SQM	20.7	Rs. Twenty and paise seventy only.
19	15.13	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 meters lead.				
	15.13.1	Of area 3 sqm and below	41	each	25.3	Rs. Twenty five and paise thirty only.
20	9.119 (DSR)	Providing and fixing factory made P.V.C. door frame of size 50x47 mm with a wall thickness of 5 mm, made out of extruded 5mm rigid PVCfoam sheet, mitred at corners and joined with 2 Nos of 150 mm longbrackets of 15x15 mm M.S. square tube, the vertical door frame profiles to be reinforced with 19x19 mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100 mm size,complete as per manufacturer's specification and direction of Engineerin-Charge.	55.95	metre	408.65	Rs. Four hundred eight and paise sixty five only.

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21	9.120(DS R)	Providing and fixing factory made panel PVC door shutter consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19 mmx 19 mm for styles and 15x15 mm for top & bottom rails. M.S. frame shall have a coat of steel primers of approved make and manufacture . M.S. frame covered with 5 mm thick heat moulded PVC 'C' channel of size 30 mm thickness, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on both side forming styles and 5 mm thick, 95 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm shall be tapered in 45 degree on the inner side to form top and bottom rail and 115 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided both side of the panel. 10 mm (5 mm x 2) thick, 20 mm wide cross PVC sheet be provided as gap insert for top rail & bottom rail, paneling of 5 mm thick both side PVC sheet to be fitted in the M.S. frame welded/ sealed to the styles & rails with 7 mm (5 mm+2 mm) thick x 15 mm wide PVC sheet beading on inner side, and joined together with solvent cement				
	9.120.1	30 mm thick plain PVC door shutters	32.53	sqm	2524.19	Rs. Two thousand five hundred twenty four and paise nineteen only.
22	9.1	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position				
	9.1.3	Second Class teakwood-	0.52	CUM	83911.9	Rs. Eighty three thousand nine hundred eleven only.
23	9.4	Providing and fixing paneled or paneled and glazed shutters for doors, windows and clerestory windows including black enameled M.S. butt hinges with necessary screws excluding. Panelling which will be paid for separately.				
	9.4.3	Second Class teak wood-				
	9.4.3.4	35 mm thick	4.14	SQM	2295.7	Rs. Two thousand two hundred ninety five and paise seventy only.
	13.11	12 mm cement plaster of mix:				

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24	13.11.2	1:4 (1 cement :4 coarse sand)	4145.16	SQM	83.3	Rs. Eighty three and paise thirty only.
25	4.5	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering-all work upto plinth level.				
	4.5.3	1:2:4 (1 Cement; 2 coarse sand :4 graded stone aggregate 20 mm nominal size)	203.24	CUM	3137.9	Rs. Three thousand one hundred thirty seven and paise ninety only.
26	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	4145.16	SQM	9.2	Rs. Nine and paise twenty only.
27	15.57	Removal of old Tarfelt and disposal of debries with all leads etc. all complete job as per direction of E/I.	9121.67	SQM	15.2	Rs. Fifteen and paise twenty only.
28	22.20. DSR	Polypropylene Polymer) modified prefabricated five layer 3mm thick water proofing membrane, black finished reinforced with non-woven polyester Imatt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 Ltr/sqm. by the same membrane manufacture of density at 250 c., 0.87-0.89 kg/ltr and viscosity 70-16- cps. Over the primer coat the layer of membrane shall be laid using Butane Torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under : joint strength in longitudinal and transverse direction at 230c as 650/450N/5c.m. Tear strength in longitudinal and transverse direction as 300/250N. Softening point of membrane not less than 1500 c. Cold flexibility shall be upto -20c when tested in accordance with ASTM, D - 5147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane (Area same as per Item No. 1) including all type of carriage.	9121.67	SQM	427.03	Rs. Four hundred twenty seven and paise three only.
	13.82	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade:				

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29	13.82.4	Old wood work (one more coats)	37.05	SQM	32.5	Rs. Thirty two and paise fifty only.
	13.82.2	New wood work (two or more coats)	25.56	SQM	51	Rs. Fifty one only.
30	15.7	Demolishing brick work including stacking of serviceable material and disposal of unserviceable material within 50 meters lead:				
	15.7.4	In cement mortar	4.51	CUM	348.9	Rs. Three hundred forty eight and paise ninety only.
31	6.1A	Brick work with bricks of class designation 100A in foundations and plinth in :				
		Cement mortar 1 :4 (1 cement: 4 coarse sand)	4.51	CUM	3230	Rs. Three thousand two hundred thirty only.
	6.3A	Extra for Brick work in superstructure above plinth level upto floor V	4.51	CUM	341.7	Rs. Three hundred forty one and paise seventy only.
32	17.4 DSR	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :				
	17.4.3 DSR	Range of Two urinal basins with 10litre white P.V.C automatic flushing cistern.	8	each	6,292.20	Rs. Six thousand two hundred ninety two and paise twenty only.
33	12.78	Providing and fixing on wall face unplasticised-PVC (working pressure 4 kgf per sqm) rain water pipes conforming to IS :4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion.				
	12.78.2	110 mm diameter	1138.87875	metre	186.4	Rs. One hundred eighty six and paise forty only.

For M/S Kishor Construction

Partner

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34	12.79	Providing and fixing on wall face unplasticised -PVC molded fittings/accessories for unplasticised-PVC rain water pipes conforming to (S:4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion.				
	12.79.5	Band				
	12.79.5.2	110 mm bend	105	each	144.00	Rs. One hundred forty four only.
35	12.8	Providing and fixing unplasticised - PVC pipe clip of approved design to unplasticised PVC rain water pipe by means of 50x50x50mm hard wood plugs, screwed with M.S. screws of required length including cutting brick work and fixing on cement mortar(1:4) 1 cement: 4corsa sand and making good the wall etc complete				
	12.80.2	110 mm	323	each	113.30	Rs. One hundred thirteen and paise thirty only.
36		Carriage of building materials				
	(a)	Sand	251.28	CUM	616.2	Rs. Six hundred sixteen and paise twenty only.
	(b)	Cement	111.36	tonne	195.33	Rs. One hundred ninety five and paise thirty three only.
	(c)	Chips	182.92	CUM	1928.07	Rs. One thousand nine hundred twenty eight and paise seven only.
	(d)	Bricks	2.23	Thous	898.90	Rs. Eight hundred ninety eight and paise ninety only.
					Total	9,684,383.10
					SAY	9684383.00

Tender approved in favour of M/S Kishore Construction @ 15.0% below BOQ rates i.e. total amount comes to Rs. 82,31,726=00 (Rupees Eighty Two Lacs Thirty One Thousand Seven Hundred Twenty Six Only)

For Kishore sign &

M/S Kishor Construction

Partner

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

02.12.17

Performance Security

Name of Agency - "M/S Kishore Construction"

Performance Security of "M/S Kishore Construction" Of "Roof Treatment and Face Lifting of B.N.College Buildings in Patna District of Bihar"

<u>Passbook NO.</u>	<u>Date</u>	<u>Amount</u>
152475	07.01.13	85000.00
152481	16.05.13	50000.00
152488	08.08.13	60000.00
152500	01.10.13	10000.00
152496	26.09.13	100000.00
152497	26.09.13	110000.00

	Total	415000.00

(Rupees Four Lacs Fifteen Thousand Only)

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बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् कैम्पस, आचार्य शिवपूजन सभागृह पथ, सैदपुर, पटना-800004 (दूरभाष:-0612-2910314)

पत्रांक:- BSEIDC / FIN / 608 / 2013-2099

पटना, दिनांक 05.10.2013

प्रेषक,

मुख्य परामर्शी (तकनीकी)

सेवा में,

M/S Kishore Construction,
AT- Kaituka Lakshi, Saran.

विषय:- बी० एन० कॉलेज, पटना के भवनों का Roof Treatment & Face Lifting एवं जीर्णोद्धार कार्य हेतु अग्रधन की राशि जमा कर एकरारनामा करने के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि उपर्युक्त निविदा हेतु आपके द्वारा निविदित दर जो परिमाण विपत्र के दर से 15.0% (पन्द्रह दशमलव शून्य प्रतिशत) कम है तदनुसार निविदा की कुल राशि रु० 82,31,726/- (बेरासी लाख एकतीस हजार सात सौ छब्बीस रुपये) मात्र आपके पक्ष में स्वीकृत की गयी है।

अतः निदेश दिया जाता है कि अग्रधन की राशि रु० 4,12,000/-- (चार लाख बारह हजार रुपये) मात्र का सावधि पासबुक/राष्ट्रीय बचत प्रमाण पत्र के रूप में प्रबंध निदेशक, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०, पटना के नाम से प्रतिज्ञिप्त (Pledge) हो जमा कर अविलंब एकरारनामा कर लें।

मुख्य परामर्शी (तकनीकी)

M/S Kishore Construction

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

SPECIAL CONDITIONS

1. The tenderers are required to deposit the earnest money as prescribed in the NIT.
2. Every page should be signed by the Tenderer. In the event of tender being submitted by a firm, the tender should be signed by the person holding proper power of attorney and the copy of the same should also be submitted.
3. The rates quoted by the contractor should be inclusive of all taxes royalties and other incidental charges.
4. **To qualify for award of work, the Bidder must possess the following :-**
 - a) Legal Status, Place of Registration, Principal place of business & Power of attorney of signatory bid.
 - b) DD for required value of B.O.Q. Cost.
 - c) Sufficient Earnest Money Deposit.
 - d) Certificate from Chartered Accountant of Annual Financial Turn over usually not less than 50 % of the estimated cost of works for which bid has been invited in any one year and to be submitted for last five years as mentioned in Technical bid.
 - e) Certificate from EE/Concerned Authority for Work Experience of Satisfactory completed Building Work having value not less than 25 % of estimated value of work in last five years as mentioned in Technical bid.
 - f) Litigation History as mentioned in Technical bid.
 - g) Affidavit as mentioned in Technical bid.
 - h) Valid Registration with Central/ State Govt. / PSU.
 - i) Up-to-date clearance certificate of I.T. and S.T.
 - j) Valid labour license as mentioned in Technical bid.
 - k) Valid Character Certificate as mentioned in Technical bid.
 - l) Affidavit/Certificate for not been debarred as mentioned in Technical bid.
 - m) Technical staff they possess as mentioned in Technical bid.
 - n) PAN Card.
 - o) Proposed methodology and programme of construction as mentioned in Technical bid.
 - p) Availability of key items of Contractor's Equipment as mentioned in Technical bid.
 - q) Evidence of accesses to Financial Resources as mentioned in Technical bid.
 - r) Undertaking of able to invest a minimum of cost upto 25% of contract value of work during implementation of contract as mentioned in Technical bid.
5. Contractor should satisfy themselves fully about the nature, site of work before offering their tender and place of any ignorance afterwards shall not be considered.
6. The tender without earnest money or insufficient earnest money submitted with the tender, will be outright rejected.
7. Conditional tenders shall be outright rejected.
8. After approval of rates by the competent authority the contractor shall have to deposit the initial security money within 10 days of the receipt of the written work order failing which his tender shall be rejected and earnest money forfeited.
9. Authority shall reserve the right to reject any or all the tenders or distribute the work to more than one contractor without assigning any reason.
10. Any claim for idle labours on any account shall not be entertained.
11. The contractor shall arrange necessary site for accommodation and other facilities like medical etc. For his labour on his own cost and initially will comply with labour rules prevalent in the locality.
12. The contractor shall be solely responsible for any damage occurred at site due to negligence of the labour or other staff and any damage shall be recovered from the contractor.

(Handwritten signature)
(Seal & Signature of Tenderer)

M/S Kishor

Patna

Page 1 of 2

(Handwritten signature)
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

(Handwritten signature)
02/11/17

13. It will be obligatory on the part of the tenderer to keep his tender open for 120 days from the date of opening of tender.
14. The contractor shall not be entitled to any claim or compensation on account of any loss suffered by him due to :-
 - a. Natural calamities
 - b. Act of enemies.
 - c. Transport and procurement difficulties.
 - d. Circumstances beyond the control of the state.
15. No work beyond agreement shall be executed by the contractor unless specifically ordered by the Engineer –in- charge in writing on " SITE ORDER BOOK" . The claims for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it will be treated as time barred & may be disallowed.
16. Income Tax & Sales Tax will be deducted from the Bill of Contractor as per prevailing Government Circular.
17. The contractor shall make his own arrangement for water and light at the work site.
18. The contractor should offer all facilities to the departmental officers for supervision, taking measurement, checking of the bill etc. and damage occurred during this process will be made good by him without any extra cost.
19. Items ordered and done if not included in sanctioned rates will be payable after approval of rates by the competent authority.
20. The Tenderer must not quote their rate more than 15 % below Bill of Quantity rates otherwise their tender will be outright rejected being unworkable for this work.
21. The Electrical work must comply with Indian Electricity rules 195 as well as the general specifications for electrical works 1972 for up-to-date specification etc.
22. If any departmental materials will be supplied to the contractor the cost for carriage etc. will be borne by the contractor.
23. The Contractor shall be solely responsible for supply and use of sub standard materials. The contractor's Engineer will also be held responsible for execution of such substandard works. This will form Part of F-2 Agreement and become Clause no. 27 , and the existing Clause no. 27 of F-2 agreement shall become Clause no. 28.
24. The Defect liability Period shall be (3) three Years from the date of completion of the work.

-----X-----


(Seal & Signature of Tenderer)

Page 2 of 2

02.12.13

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् कैम्पस, आचार्य शिवपूजन सहाय पथ, सैदपुर, पटना-800004 (दूरभाष:-0612-2910314)

निविदा आमंत्रण सूचना संख्या-15 वर्ष 2013-14

प्रतिशत मद दर निविदा

(केवल ई-टेन्डरिंग पद्धति के अनुसार वेबसाइट www.eproc.bihar.gov.in पर)

- विज्ञापनदाता का पदनाम एवं पता : प्रबंध निदेशक,
बिहार राज्य शैक्षणिक आधारभूत संरचना विकास
निगम लिमिटेड(BSEIDC), पटना।
- विज्ञापन निर्गत करने की तिथि :- दिनांक:- 06.07.2013
- परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक- 18.07.2013 से 12.08.2013, 15:00 घंटा
(वेबसाइट:www.eproc.bihar.gov.in पर)
- प्री बिड मीटिंग का समय, स्थान एवं तिथि :- दिनांक:-05.08.2013, 14:00 घंटा
प्रबंध निदेशक का कार्यालय,
बिहार राज्य शैक्षणिक आधारभूत
संरचना विकास निगम, पटना।
- निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक- 13.08.2013, समय- 15:00 घंटा
- टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक- 13.08.2013, समय- 15:30 घंटा
(वेबसाइट-www.eproc.bihar.gov.in पर)
- वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक- 21.08.2013, समय- 16:00 घंटा
- निविदा खोलने का स्थान :- वेबसाइट-www.eproc.bihar.gov.in पर
- निविदा की वैधता की अवधि :- 120 दिन
- कार्य का विवरण :-

क्र० सं०	कार्य का नाम :	प्राक्कलित राशि (रु०में)	अग्रधन का राशि (रु०में)	परिमाण विपत्र का मूल्य (रु०में)	कार्य की अवधि
1.	बी०एन०कालेज, पटना के भवनों का Roof Treatment & Face lifting एवं जीर्णोधार कार्य।	96,84,391 / -	1,93,700 / -	15,650 / -	4 (चार) माह
2.	हरि प्रसाद साह कॉलेज, सुपौल (निर्मली कॉलेज, निर्मली) में चहार दीवारी निर्माण कार्य।	30,03,275 / -	60,100 / -	6150 / -	3 (तीन) माह

- ई-टेन्डरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट www.eproc.bihar.gov.in से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।
- ई-निविदा पत्र वेबसाइट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाइट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाइट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है। साथ ही संलग्न दस्तावेज का एक Hard copy, जो प्रत्येक पृष्ठ पर स्वहस्ताक्षरित हो मिलान हेतु BSEIDC Ltd. पटना के कार्यालय में निविदा प्राप्ति की अंतिम तिथि के एक दिन बाद तक यानी दिनांक-13.08.2013 के अपराह्न 3:00 बजे तक एक अलग लिफाफे में जमा करना भी आवश्यक होगा।
- परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड डायक्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।

For
M/S. Srishti Construction

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
2-12-13

TENDER FOR WORK

11 We hereby tender for the execution for the Government of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of cars months from the date of wrillfen order to commence and in accordance in all respects with the specifications desmans drawing. And other documents refcred to rule I here of and subject to the annexed conditions of contract and with such conJititins so for as applicable.'

MEMORANDUM

- | | | |
|---|---|--------------|
| <p>(a) If several sub works are included they should be detailed in a separate list</p> | <p>Name of work</p> | |
| | <p>(b) Estimated cost</p> | <p>Rs.</p> |
| | <p>(c) Earnest money</p> | <p>Rs</p> |
| <p>(d) This deposit will be 5% of the estimated cost of the work</p> | <p>Initial security deposit, (including earnest money) to be deposited. before the commencement of the work</p> | <p>Rs</p> |
| | <p>(e) Percentage to be deducted from bills Rs. 5% (Rupees live percent)</p> | |
| <p>(f) This percentage deduction from bills will be credited to the contractor's securities deposit</p> | <p>(f) Time required for the work from date of Written order to commence</p> | <p>Month</p> |
| | <p>(g) Date of written order to commence</p> | |
| | <p>(h) Title number of item of work tendered for</p> | |

Item No.	Item of Work	RATE TENDERED		Per
		In figures	In Words	

M/S Kishor Construction Co.

M/S Kishor
Jas Kishor Sd/-

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Should this tender be accepted I / We hereby agree to abide by the fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default there of to forfeit and pay to the Governor of Bihar or his successors in office the sums of money mentioned in the said conditions.

Signature of
Contractor before
commission of tender

Dated the _____ day of _____

20
Witness--
Address--
Occupation--

Signature of witness
of contractor's
signature

The above tender is hereby accepted by me on behalf of the Governor of Bihar
Dated the _____ day of _____ 20

Signature of the Officer
accepting the tender

Acceptance communicated on

Signature of the party
taking the tender

CONDITION OF CONTRACT

Compensation

Clause 1 -- All compensation, or other "sums of money payable by the contractor to Government under the terms, of his contract may be deducted from, or paid by the sale of a sufficient part his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as afore said, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or arising by sale of his security deposit or any part thereof.

The Work
should not be
considered finished
until such date as the
Executive Engineer
shall certify as the
date on which the
work is finished after
cess any
rectification of defects
is pointed by the
Executive Engineer
or his authorised
agents are fully
satisfied with by the
contractor to the
Executive Engineer
satisfaction.

Clause 2 -- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and ... shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 112 percent on the estimate cost of the whole work as shown by the tender for every day that the work remain uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for and work exceeds one month to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed one - half of the work before one half of such time, elapsed and three- fourth of the work before three - fourths of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to 112 percent, on the said estimated cost of the whole work for every day that the due quantity work remains incomplete. Provided conversely that the entire amount of compensation to be paid under the provisions this clause shall not exceed 10 percent, on the estimated cost of the work as shown in the tender.

Clause 3 -- In any case in which under any clause or clauses of this contract the contractor shall have tendered himself liable pay compensation amounting to the whole of his security deposit in the hands of Government! whether paid in one sum or deducted by instalments.) the Executive Engineer on behalf of the Governor of Bihar shall have power to adopt any of the following courses, as he may deem suited to the interests of Government.

(a) To rescind the contract (of which rescission notice in writing to the contract under the hand of the Executive Engineer shall be conclusive evidence) and in which

action when
whole security desits
forfeited.

the security deposit of the contractor shall be forfeited, and be

deposited on Government

M/S. Kishor Construction Co. Pvt. Ltd.
Partner

Partner

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

02.11.17

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the works, debiting the contractor with the costs of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done: in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Eng. shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above course being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work there to or actually performed under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 4- In any case in which any of the powers conferred upon the Executive Engineer by clause 3 thereof, shall have become exercisable and he same shall not be exercised, the non-exercise thereof shall not constitute waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor which by any clause or clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force the powers vested in him under the proceeding clause he may if he so desires take possession of all or any tools, plants materials and store, in or upon the works, or the site thereof belonging to the contractor, or procured by him and intended be used for the execution of the work or any part thereof paying or allowing for the same in the account at the contract rates or, in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final otherwise the Executive Engineer may by notice in writing to the contractor or his clerk, work foreman or other authorised agent require him to remove such tools plant materials, or store from the premises (within a time to specified in such notice) and in the event of the contractor failing to comply with any such requisition- the Executive Engineer may remove them at the contractor's expense or sell them by action or private sale on account of the contractor and at his risk in all respect, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Contractor responsible to pay compensation in action.
Power to take possession of in required removal to sell contractor's store.

Clause 5 - If the contractor shall desire and extension of the time for completion of the work, on the ground of his having been unavoidable hindered in its execution or on any other ground, other than those mentioned in clause 12 (a) he shall apply in writing to the Executive Engineer within 60 days from the date of starting of the tenderer's execution of the work, by which all such extension of time shall be granted, and the Executive Engineer shall, if in his opinion (which shall be final) such extension of time should be shown therefore, authorise...

Jai Kishor Singh
M/S Kishor Singh

Partner.

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna.
02/12/11

Such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether the claim compensation for the delay.

Final Certificate

Clause 6 -- On completion of the work, the contractor shall be furnished with a certificate by the Execution Engineer (herein after called the Engineer - in - charge) of such completion but no such certificate be given, not shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Execution Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls, floors or other part of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the Execution thereof not until the work shall have been measured by the officer of the public works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials, rubbish and disposal of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payment of in terms date certificate to be regarded as advance and bill to be submitted monthly

Clause 7 - A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous months and the Engineer in charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature to "the measurement list" will be sufficient warrant; and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Stores supplied Government

Provided that if any balance of the 10% security is outstanding from each such payment shall be deducted to much, not exceeding 5% as may be necessary to make up the balance of the security, All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilful work to be removed and taken away and re-constructed or re-erected or be considered as an admission of default or performance of the contract or any part thereof in any respect or the actual of any claim not shall it conclude determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, of in any other way vary or affect the contract.

Clause 8 - The Final bill shall be prepared by the officer of the Public Works Department in accordance with the rules of the department in the presence of the contractor within the month of the date fixed for completion of the work.

Clause 9 - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer - in - charge's stores, or it is required that the contractor shall use certain stores to be provided by the Engineer - in - charge under the conditions of this contract (such materials and stores, and prices to be charged therefore as therein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereunto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedules as are required from time to time to be used by him for the purpose of the contract.

For Kishor

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Partner

Only an the value of the full quantity of materials and stores supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or there after to become due to the contract under the contract, or otherwise, of against or from the security deposit or the proceeds of sale thereof; if the same is held in Government securities, the same or sufficient portion thereof being in the case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all time be open to inspections by the Engineer - in - charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer - in - charge's store, at the prevailing market rate or the issue rate which ever is less if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him as aforesaid, being unused by him or for any wastage in damage to or any such materials.

Work to be executed in accordance with specification, drawing other etc.

Clause 10 - The contractor shall execute the whole any every part of the work in the cost substantial any work-manlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relation to the work signed by the Engineer - in - charge and lodged in his office and to which the contractor be entitled to have access at such office, for the purpose of inspection during office hour, and the contractor shall if he so require be entitled at his own expense to make or cause to be made copies of specifications, and of all such designs drawings and instructions as aforesaid.

Alteration specifications or designation

Clause 11 - Engineer - in - charge shall have power to make any alterations in for additions to the original specifications drawing designs and instruct in that may appear to him to be necessary or advisable during the progress of and the work the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer - in - charge. We and such alteration shall not invalidate the contract and any additional work shall be carried out by the contractor on the same conditions in all respects which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of Engineer - in - charge shall be conclusive as to such preparation. And if the additional work inclusive any class of work for which no rate is specified in this contract, then such clause of work shall be carried out at the rates entered in the sanctioned Schedule or rates of the locality during the period when the work is being carried on and if such last mentioned clause of work is not entered in the schedules of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer - in - charge rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree this rates be shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer - in - charge. In the event of a dispute the decision of the Superintending Engineer of the circle will be final.

Do not invalidate contract

Time is of alteration

Rates for works estimate schedule rates of district

Provided always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from the Engineer-in-charge for the additional work that the contractor shall be bound to submit his claim for any additional work done during the month on or before the 15th days of following month accompanied by a copy of the order in writing of the Engineer - in - charge for the additional work, and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

J. K. Kishor
M/S Kishor Construction
Partner

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

02.12.15

Compensation for
alteration in or
rectification of work to
be carried out

Clause 12 - If any time after the commencement of the work the Governor of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer - in - charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he give any claim for compensation by reason of any alteration having been made in the original specification, drawings designs and instruction which shall involve and curtailment of the work as originally contemplated clause 12 (a) As contained in G.O.No. 1929 dated 11-9-56.

Action and com-

pensation payable in
case of work

Clause 12(a)- The contractor shall not be entitled to claim any compensation for loss suffered by him on account of failure or delay by or on behalf of Government in the supply materials or store which the Government may have under taken to supply where such failure is due to

(i) natural calamities, (ii) act of anamies. (iii) transport and procurement difficulties or (iv) circumstances beyond the control of the State Government.

In case of such failure or delay in the supply of materials or stores, on an application by the contractor within 30 days from the of such failure or delay, such extension of time shall be granted to the contractor for completion of the works as shall appears to the Engineer to be reasonable in accordance with, the circumstance of the case. His decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

Work to be taken to
completion

Clause 13 - If it shall appear to the Engineer - in - charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials or any inferior description; or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contractor for or otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer in - charge specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid for - forth with rectify or remove and reconstruct the work, so specified in whole or in part as the case require, or as the case may be remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge on his demand aforesaid the contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer - in - charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expences in all respect of the contractor.

Contractor or
responsible Agents to
be present

Clause 14- All work under or in courses of execution in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer - in - Charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer - in - charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing present for that purpose order given to the contractor himself.

Notice to be taken
before work covered
up.

Clause 15- The contractor shall give not less than five days notice in writing to the Engineer - in - charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing, of the Engineer-in - charge or his subordinate in charge of the work and if any work shall covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expences, or in default thereof to payment or allowance shall be made for such work on the materials with which the same was effected.

Contractor liable for
damage done and for
imperfect work within
three months

Clause 16- If the contractor or his work people; or servants shall break deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs fencer, closure waterpipes, cables drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is to be executed or if any damage shall happened to the work, while in progress, from any cause whatever or any imperfection

IP- become whatever or any imperfection become apparent in it within three month (six months in the case of a road-work after a certificate final or other of its completion shall have been given by the Engineer - in - charge as a for seal the contractor shall make the same good at his own. expence, or in default, the Engineer - in - charge may cause the same to be made good by other work men and deduct the expence (of which the certificate of the Engineer - in - charge shall be final) from

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time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit at the contractor shall not be refunded before the expiry of three months (six months in case of a road work) after the issue of the certificate final or otherwise of completion of work. Provided that, in the case of a road work if in the opinion of the Engineer - in - charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion.

Clause. 17 - The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the sometimes be supplied from the Engineer -in - charge's stores) plant, tools appliances implements ladders cordage tankle scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specifications or other documents forming part of the contractor referred to in these conditions or not or which may be necessary; of for the purpose of satisfy him or complying with the requirement of the Engineer - in - charge as to any matter as to which under these conditions he is entitled to be satisfied which he [s entitled to require together with carriage therefore: to And if on the work the contractor shall also supply without charge the requisite number of persons with the means and materials" necessary for the purpose of setting out works and counting weighting and assisting in the measurement of examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the Engineer-in -charge at the expence of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof The contractor shall also provide all necessary fencing and light required to protect the public [from accident and shall be bound to bear the expence of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of above precautions and to pay any damages and, costs, which may be avoided in any such suit action proceedings to any such person of which may with the consent of the contractor ... be paid to compromise, any claim by any such person.

Contractor supply plant ladder scaffoldings etc.

And is liable Damage arising by Nonprovision of lighting etc

Clause 18 - No female labour shall be employed with in the limits or cantonment.

The contractor shall not employ for the purpose of this contract any person which below the age of twelve years and shall pay to each labourer for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

The executive Engineer shall have the right to enquire into and decide any complaints lodging that the wages paid by the contractor any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

The officer in charge of the work shall have the right to decide whether any labourer employed by the contractor to below the age of twelve years and to refuse to allow any labourer whom he decide do to be below the age of twelve years employed the contractor.

Clause 19- The contract shall not be assigned or subject without the written approval the Executive Engineer. And if the contractor shall assign or subject his contractor or attempt so to, do or be come insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so do; or if any be gratuity, gift loan, perquisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment, or if any such officer or person shall become in any way directly or indirectly in the contract, the Executive Engineer may there upon by notice, in writing inform the contractor, the security deposit of the contractor shall there upon stand forfeited and be absolutely at the

Work not to subject

Contract may rescinded and security deposit forfeited for subletting, rebid, or if contractor becomes insolvent

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disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause (3) here of and in addition the contractor shall not be entitled to recover or be paid any work there of a actually performed under contract.

Clause 20 - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government with out reference to the actual loss or damaged sustained and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

Clause 21 - In the case of a sender by partners any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer - in - charge for this information. In case of failure to notify the change in the constitution within fifteen days the Engineer - in- charge may be notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause (3) here of and in addition contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the contract.

Changes in constitution of firm

Clause 22 - All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the superintending engineer of the Circle for the time, being who shall be entitled to direct the time being who shall be entitled to direct at what point or points and in what manner the are to be, commenced and from time carried on.

Clause 23 - In case any dispute or difference shall arise between the parties, or either of hereupon any question relating to the meaning of the specification, designs drawing and instructions herein before mentioned or as to the quality of workmanship, or materials used on the work or as to the construction of any of the conditions or any clause or thing there in contained or as to any question, claim rights or liabilities of the parties, or any Clause or thing whatsoever in any way rising out of or relating in the contract designs drawing, specifications, estimates, instruction order, or these conditions otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof or as to the breach of this contract then either party shall forth with give to the other notice of such disputes or difference and such dispute or difference shall be referred to superintending Engineer of the circle and his decision thereof shall be final conclusive and binding on all the parties,

Works to be under direction of superintending Engineer

Lumpsums estimates in

Clause 24 - When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the item of work involved of the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not in the opinion of the Engineer - in - charge capable of measurement. The Engineer- in - charge may at his discretion pay the lumpsum amount entered in the estimate, and certificate in writing of the Engineer - in- charge shall be final conclusive against the contractor with regard to the lumpsum or sums payable to him under the provisions of this clause.

Action where no specification

Clause 25 - In the case of any class of work for which there is no such specifications as in mentioned in rates. Such work shall be carried out in accordance with the circle specification and the event of there being no circle specification then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in - charge.

Definition of works

Clause 26 - The expression "work" or "works" where used on these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether, original altered substituted to or additional.

Clause 27 - The terms and conditions of the agreement have been read/explained to me and

I hereby certify that I have read and understood the same and agree to be bound by the same.

I am M/S Kishor Singh

Partner

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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[illegible]

(Signature of Contractor)
 J. J. Kishner

S. W. L.

[illegible]

(Signature of Executive Engineer)

Chief Consultant (Technical).
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

02.12.00

