

बिहार BIHAR

क्रम संख्या 13089 दिनांक 22.7.2015 मूल्य 1000 शीट संख्या S 424863

क्रेता का नाम एवं पता

रमेश प्रसाद, मुद्रांक विक्रेता

ला0 नं0 11/77 समाहरनालय, पटना

AGREEMENT No. 177 SBD of 2015-16

Name of Work : "Construction of "Child Development Project office-Cum-Residence (CDPO) Buildings" in Bihar-SL. No.-5 (Pipra, Supaul in the District of Supaul)

Name of Agency : Bambam Kumar Singh

Date of Commencement : 23-07-2015

Time of completion : Twelve Months

Estimate Cost : Rs. 1,40,93,689/-

Agreement Value : Rs. 1,26,84,320/- (10.00 % below BOQ rates)

Earnest Money :

Performance Security : Rs. 7,30,000/- (Details attached)

This agreement, made the 23 July, 2015 between Bihar State Educational Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and Bambam Kumar Singh, AT+P.O.-Pama, Via-Dhaboli, P.S.-Sour Bazar, Distt.-Saharsa, Bihar hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute "Construction of "Child Development Project office-Cum-Residence (CDPO) Buildings" in Bihar-SL. No.-5 (Pipra, Supaul) in the District of Supaul hereinafter called "the work" and the Employer has accepted the Bid by the Contractor for the execution of such work and the remedying of any defects therein at a cost of Rs. 1,26,84,320/- (Rupees One Crore Twenty Six Lac Eighty Four Thousand Three Hundred Twenty Only.)

अम अम गुप्ता

Chief Engineer  
B.S.E.I.D.C. Ltd, Patna



NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the works and the remedying the defects wherein contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement Viz.
  - i) Letter of Acceptance
  - ii) Notice to proceed with the work.
  - iii) Contractor's Bid
  - iv) Condition of Contract: General and Special
  - v) Contract Data
  - vi) Additional Condition
  - vii) Drawing
  - viii) Bill of Quantities and
  - ix) Any other documents listed in the Contract Data as forming part of the contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The common Seal of .....

was hereunto affixed in the presence of :

Signed, Sealed and Delivery by the Said.....

.....

In the Presence of :

Binding Signature of Employer.....

Binding Signature of Contractor.....

*Signature of Employer*

*Signature of Contractor*  
 23-7-2011  
**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**  
*Signature*



## Performance Security

Name of Agency – “Bambam Kumar Singh”

Performance Security of “Bambam Kumar Singh” of “CDPO-Pipra,Supaul”

<u>FDR No.</u>	<u>DOI</u>	<u>Amount</u>
CDPO-Pipra,Supaul		
915040012566182	12.03.15 To 12.01.18	290000.00
915040006657720	03.02.15 To 03.02.17	260000.00
915040015553103	06.04.15 To 06.04.18	60000.00
915040016096979	09.04.15 To 09.04.18	10000.00
915040012564212	12.01.15 To 12.01.18	100000.00
<u>DD No.</u>		
854044	23.07.15	10000.00
		-----
	Total	730000.00
		-----

(Rupees Seven Lacs Thirty Thousands Only)

*Amit Kr. Sar*  
23/7/15

**लेखा पदाधिकारी**

बिहार राज्य शैक्षणिक आधारभूत संरचना  
विकास निगम लि०, पटना

*Pranay*  
23/07/15

*अमान गुप्ता हे*

*[Signature]*  
**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**  
*[Signature]*



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# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus ,Acharya Shiv Pujan Sahay Path, Saidpur,  
PATNA-800004. (Tel. No: 0612-2910314)

## Letter of Acceptance

Letter no :- BSEIDC/FIN/2052/2014-15 - 4391

Date... 18.6.15

To,

Bambam Kumar Singh,  
AT.+P.O- Pama, Via-Dhaboli,  
P.S-Sour Bazar, Distt.- Saharsa, Bihar.

Dear Sir,

This is to notify you that in NIT No.-40/14-15 your Bid dt. 20.03.2015 for execution of "**Construction of Child & Development Project Office (C.D.P.O.) Building at Pipra in Bihar**" has been accepted by the Corporation at your quoted rate of 10.00% (Ten Decimal Zero Zero Percent) below BOQ rates amounting to total contract price of **Rs.1,26,84,320=00 (Rs. One Crore Twenty Six Lacs Eighty Four Thousand Three Hundred Twenty only)**

You are hereby requested to furnish performance security in the form detailed in I.T.B. para 31.1 for an amount equivalent to **Rs.7,30,000=00 (Rs. Seven Lacs Thirty Thousand only)** within ten days of receipt of this letter of acceptance valid upto 28 days from the date of expiry of defects liability period.

Yours faithfully

  
(Brajesh Prasad)

Chief Engineer

आपका आभार

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna



# 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-40 वर्ष 2014-15

प्रतिशत मद दर निविदा

(केवल ई-टेंडरिंग पद्धति के अनुसार वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर)

1. बिहार राज्य के अन्तर्गत विभिन्न जिलों में "बाल विकास परियोजना कार्यालय सह आवास (CDPO)" के भवन निर्माण कार्य हेतु निम्नांकित निविदायें आमंत्रित की जाती हैं। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन कराना, उक्त कार्य का लेटर ऑफ एक्सेप्टेंस प्राप्त होने के बाद अनिवार्य होगा।

क्र म	जिला का नाम	विद्यालय का नाम	प्राक्कलित राशि (लाख रु० में)	अग्रघन का राशि (लाख रु० में)	परिमाण विपत्र का मूल्य(रु०में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kumarkhand	138.40	2.77	10,000.00	5618.00	12 माह
2	Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bihariganj	137.35	2.75	10,000.00	5618.00	12 माह
3	Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Gwalpara	137.12	2.75	10,000.00	5618.00	12 माह
4	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Batihani	142.05	2.84	10,000.00	5618.00	12 माह
5	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Pipra	139.23	2.79	10,000.00	5618.00	12 माह
6	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kishanpure	140.56	2.81	10,000.00	5618.00	12 माह
7	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Triveniganj	139.32	2.79	10,000.00	5618.00	12 माह
8	Purnia	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bhawanipur	135.60	2.71	10,000.00	5618.00	12 माह
9	Purnia	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Srinagar	135.57	2.71	10,000.00	5618.00	12 माह
10	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Raniganj	137.33	2.75	10,000.00	5618.00	12 माह
11	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Arariya	138.21	2.77	10,000.00	5618.00	12 माह
12	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Palashi	139.98	2.80	10,000.00	5618.00	12 माह

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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
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समा महत्वपूर्ण कागजात/बक ड्राफ्ट/अग्रधन का राशि/समा प्रमाण पत्र जा/नावदा क लिए आवश्यक ह का स्कन कर ई-निविदा के साथ संलग्न करना अनिवार्य है।

(12) परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड डाक्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।

(13) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतये हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 25.03.2015 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(ख) Beltron Bid Processing Fee is mandatory to be paid through online mode i.e. Internet payment gateway, (Credit/Debit card), Net Banking, NEFT/RTGS"

Bids along with necessary online payments must be submitted through e-procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

(ग) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञिप्त (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्सड डिपोजिट रिसिप्ट अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवस्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक से निर्गत हो (अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकरारनामा के पूर्व इसे बिहार अवस्थित किसी बैंक से निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 25.03.2015 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इन्टरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर कोई भी दावा मान्य नहीं होगा। निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाइट पर अपलोड कर लें। ताकि अंतिम समय में होनेवाले किसी प्रकार के व्यवधान से बच सकें।

(15) निविदाकार निविदा डालने से पहले अपने स्तर से भी प्रस्तावित कार्य स्थल पर भूमि उपलब्धता के संबंध में आश्वस्त हो लेंगे।

(16) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर प्रकाशित किया जायेगा। बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने/रद्द करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।

(17) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। ई-टेन्डरिंग की प्रक्रिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई-टेन्डरिंग कक्ष, प्रथम तल्ला, M/22, बैंक ऑफ इण्डिया भवन, रोड नं० 25, श्री कृष्णा नगर, पटना-800001, दूरभाष सं० 0612-2523006/9939035696.

मुख्य अभियंता  
ब्रजेश प्रसाद

अपना हुमा / अ

  
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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
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**BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.  
SHIKSHA BHAWAN, SAIDPUR, PATNA.**

**AGREEMENT FOR CDPO BUILDING AT PIPRA IN SUPAUL DISTRICT**

**THE ITEM RATE BASED ON S.O.R BCE BIHAR, DATE - 15-09-2014, & D.S.R (ELECTRICAL) 2014**

SL. No.	DISTRICT	NAME OF SCHOOL				
1	SUPAUL	CDPO BUILDING AT SUPAUL				
<b>CIVIL WORKS</b>						
Sl. No.	SOR Item No.	Item of Work	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6	7
<b>EARTHWORK IN EXCAVATION</b>						
1	2.8.1	Earthwork in excavation in areas(exceeding 30cm in depth. 1.5m in width as well es 10sqm on plan) including dressing of sides and ramming of bottom,lift upto 1.5 including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m. All Kind of soil CDPO BUILDING = 695.22 CUM SEPTIC TANK = 31.89 CUM	727.110	cum	205.20	Rs. Two hundred five and paise twenty only.
2	2.29.1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m CDPO BUILDING = 184.47 SQM	184.470	100 sqm	718.800	Rs. Seven hundred eighteen and paise eighty only.
<b>EARTH FILLING</b>						
3	2.26	Filling available excavated earth (excluding rock) in trenches and plinth side of foundation etc. in layers not exceeding 20cm. thick in depth consolidating each deposited layer by ramming and watering lead. CDPO BUILDING = 952.808 CUM	437.632	cu.m	66.40	Rs. Sixty six and paise forty only.
<b>SAND FILLING</b>						
4	2.28	Supplying and filling in plinth with local sand and under floots including watering, ramming consolidating and dressing complete. CDPO BUILDING = 130.66 CUM SEPTIC TANK = 1.02 CUM TOTAL QUANTITY = 131.68 CUM	131.680	cu.m	192.50	Rs. One hundred ninety two and paise fifty only.

*ANAN GILLAL*

*23-7-2015*  
**Chief Engineer  
B.S.E.I.D.C. Ltd, Patna**



FLAT BRICK SOLING						
5	11.72	Providing designation 100A one brick flat soling joints filled with local sand including cost of watering taxes royalty all complete as per building specification and direction of E/I. CDPO BUILDING = 516.17 SQM SEPTIC TANK = 13.57 SQM TOTAL QUANTITY = 529.74 SQM	529.740	sq.m	227.600	Rs. Two hundred twenty seven and paise sixty only.
P.C.C.						
6	4.1.8	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- all work upto plinth level. 1:4:8 (1cement: 4 coarse sand : 8 graded stone aggregate 40mm nominal size) CDPO BUILDING = 26.665 CUM	26.665	cu.m	2346.90	Rs. Two thousand three hundred forty six and paise ninety only.
7	4.1.5	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- all work upto plinth level. 1:3:6 (1cement: 3 coarse sand : 6 graded stone aggregate 20mm nominal size) CDPO BUILDING = 14.507 CUM SEPTIC TANK = 2.98 CUM TOTAL QUANTITY = 17.487 CUM	17.487	cu.m	2775.70	Rs. Two thousand seven hundred seventy five and paise seventy only.
8	11.38	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 all colours, shades, except White, Ivory, Grey, Fume Red Brown laid on 20mm thick bed of Cement Mortar 1:4 (1 cement : 4 Coarse sand) including pointing the joints with white cement and matching pigments etc. complete. CDPO BUILDING = 47.96 SQM	47.960	sq.m	801.800	Rs. Eight hundred one and paise eighty only.

अथवा 3411/11

23-7-2015  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/2

9	11.36	Providing and fixing 1st quality Ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) 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 step and dados over 12mm 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 pigments of matching shade complete. CDPO BUILDING = 193.074 SQM	193.074	sq.m	754.200	Rs. Seven hundred fifty four and paise twenty only.
<b>FLOORING &amp; SKIRTING</b>						
10	11.41.2	Providing and laying vitrified floor tiles in different sizes {thickness to be specified by the manufacturer} 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. Size of Tile 60x60 cm CDPO BUILDING = 468.873 SQM	468.873	sq.m	1671.900	Rs. One thousand six hundred seventy one and paise ninety only.
11	11.27	Kota stone slabs 20 mm thick in risers of steps skirting. Dado & pillars laid on 12 mm (average (thick cement mortar 1:3 (1 cement: 3 coarse sand ) and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. Details of cost for 10 sqm CDPO BUILDING = 48.672 SQM	48.672	sq.m	927.500	Rs. Nine hundred twenty seven and paise fifty only.
<b>R.C.C. WORK BELOW PLINTH LVL.</b>						
12	5.1.1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement-All work upto plinth level 1:1:2 (1 cement:1 coarse sand:2 graded stone aggregate 20mm nominal size) CDPO BUILDING = 176.054 CUM	176.054	cu.m	5110.700	Rs. Five thousand one hundred ten and paise seventy only.

24/04/2015

Chief Engineer  
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<b>R.C.C. WORK ABOVE PLINTH LVL.</b>						
13	5.2.1	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and struts etc upto floor five level excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:1:2 (1cement: 1 coarse sand : 2 graded stone aggregate 20mm nominal size) CDPO BUILDING = 35.86 CUM	35.860	cu.m	5666.200	Rs. Five thousand six hundred sixty six and paise twenty only.
14	5.1.3	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level. 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) CDPO BUILDING SEPTIC TANK = 0.93 CUM	0.930	cum	3438.900	Rs. Three thousand four hundred thirty eight and paise ninety only.
15	5.3 + 5.33B.4 + 5.33B.1	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral staircases upto floor five level excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:2:4 (1cement: 2 coarse sand : 4 graded stone aggregate 20mm nominal size) (Extra for Providing M-15 grade R.C.C. instead of M-20 grade R.C.C.) (Extra for Providing M-25 grade R.C.C. instead of M-20 grade R.C.C.) CDPO BUILDING = 182.64 CUM	182.640	cu.m	4581.200	Rs. Four thousand five hundred eighty one and paise twenty only.
<b>BRICK WORK</b>						
16	6.1.14A	Brick work with bricks of class designation 100A in foundations and plinth in cement mortar 1:6 (1cement : 6 coarse sand) CDPO BUILDING = 12.045 CUM	12.045	cu.m	3992.90	Rs. Three thousand nine hundred ninety two and paise ninety only.

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17	6.1A + 6.1.12/1	Brick work with bricks of class designation 100A in foundations and plinth in : Cement mortar 1 :4 (1 cement: 4 coarse sand ) CDPO BUILDING SEPTIC TANK = 8.75 CUM	8.750	cum	4184.00	Rs. Four thousand one hundred eighty four only.
18	6.1.14A + 6.3A	Brick work with bricks of class designation 100A in superstructure above plinth level upto three floor cement mortar 1:6 (1cement :6 coarse sand) CDPO BUILDING = 194.814 CUM	194.814	cu.m	4427.50	Rs. Four thousand four hundred twenty seven and paise fifty only.
19	6.18.4A + 6.19A	Half brick Masonry with bricks of class designation 100A in superstructure above plinth level upto five floor cement mortar 1:4 (1cement :4 coarse sand) CDPO BUILDING = 287.009 SQM	287.009	Sq.m.	538.300	Rs. Five hundred thirty eight and paise thirty only.
20	6.21A	Extra for providing and placing in position 2 nos., 6dia MS bars at every third course of half brik masonry (with F.P.S. brick) CDPO BUILDING = 287.009 SQM	287.009	Sq.m.	75.900	Rs. Seventy five and paise ninety only.
<b>PLASTER WORK</b>						
21	13.13.4	20 mm cement plaster of mix ; 1:6 (1 cement : 6 coarse sand) CDPO BUILDING = 809.036 SQM	809.036	sq.m	123.50	Rs. One hundred twenty three and paise fifty only.
22	13.11.4	12mm thick Cement plaster of mix 1:6 (1 cement : 6 coarse sand) CDPO BUILDING = 1497.714 SQM	1497.714	sq.m	89.30	Rs. Eighty nine and paise thirty only.
23	13.13.1 + 13.26	20 mm cement Plaster 1:3 (1 cement: 3 coarse sand) with a floating coat of neat cement & neat cement punning CDPO BUILDING SEPTIC TANK = 16.65 SQM	16.650	sq.m	185.60	Rs. One hundred eighty five and paise sixty only.

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24	13.17.1 +13.36.1	12 mm cement Plaster 1:3 (1 cement: 3 coarse sand) with a floating coat of neat cement & Extra for providing and mixing water proofing material in proportion recommended by the manufacturers: 12 mm cement plaster 1:3(1 cement :3 sand) CDPO BUILDING SEPTIC TANK = 52.82 SQM	52.820	sq.m	145.50	Rs. One hundred forty five and paise fifty only.
25	13.24.2	6mm thick Cement plaster of Ceiling mix 1:4 (1 cement : 4 coarse sand) CDPO BUILDING = 630.34 SQM	630.340	sq.m	77.40	Rs. Seventy seven and paise forty only.
26	11.19.2	Precast terrazo tiles 22 mm thick with marble chips of sizes upto 12 mm laid in floors and landings jointed with neat cement slurry mixed with pigment to match the shade of the tiles; including rubbing and polishing complete with precast tiles on 20 mm t	200.510	sq.m	574.60	Rs. Five hundred seventy four and paise sixty only.
<b>FINISHING WORK</b>						
27	13.78.1	Applying one coat of cement primer of approved brand and manufacture on wall surface : Cement primer CDPO BUILDING EXTERNAL WALL = 809.036 SQM	809.036	sq.m	24.90	Rs. Twenty four and paise ninety only.
28	13.79.1	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade New work (three or more coats) CDPO BUILDING EXTERNAL WALL = 809.036 SQM	809.036	sq.m	60.50	Rs. Sixty and paise fifty only.
29	13.80 A.1	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. CDPO BUILDING = 2128.054 SQM	2128.054	sq.m	76.40	Rs. Seventy six and paise forty only.
30	13.81.1	Applying priming coat with ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and softwood) CDPO BUILDING = 183.312 SQM	183.312	sq.m	25.20	Rs. Twenty five and paise twenty only.

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31	13.81.3	Applying priming coat with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel work. CDPO BUILDING = 120.315 SQM	120.315	sq.m	21.30	Rs. Twenty one and paise thirty only.
32	13.93.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade two or more coats on new work CDPO BUILDING = 303.63 SQM	303.630	sq.m	50.90	Rs. Fifty and paise ninety only.
33	10.1	Structural steel work in single section fixed without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. CDPO BUILDING = 716.8 SQM	716.800	Kg.	60.10	Rs. Sixty and paise ten only.
34	9.20.1	Providing and fixing flush door shutters non decorative type core of block board construction with frame of 1st class hard wood and well matched teak ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35mm thick including stainless steel butt hinges with necessary screws. CDPO BUILDING = 76.38 SQM	76.380	sq.m	2519.10	Rs. Two thousand five hundred nineteen and paise ten only.
<b>STEEL WORK</b>						
35	10.12.1 + 10.13C	Providing and fixing glazed steel doors, windows or ventilators of standard rolled steel sections, joints mitered and welded with 15x3 mm M.S. lugs 10cm long with steel legs embedded in cement concrete blocks 15x10x10cm. of (1:3:6) (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing of glass panels with glazing clips and special metal-sash putty of approved make complete including applying a priming coat of approved steel primer excluding the cost of metal beading and other fitting except necessary hinges or pivots as required Extra for providing and fixing steel beading of approved shape and section with screws instead of glazing clips and met. Sash putty in steel doors, windows, ventilators and composite units. CDPO BUILDING = 120.315 SQM	120.315	sq.m	3277.50	Rs. Three thousand two hundred seventy seven and paise fifty only.

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36	9.82.1	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 fixed to steel windows by welding. CDPO BUILDING = 2625.48 KGS	2625.480	Kgs.	91.50	Rs. Ninety one and paise fifty only.
37	5.22	Reinforcement for RCC work including straightening, cutting, bending, placing in position and bonding all complete.				
		TMTC-500				
	5.22.7A	TMTC-500 8mm dia CDPO BUILDING = 13725 KG SEPTIC TANK = 93 CUM TOTAL QUANTITY = 13818 KG	13818.000	KG	74.40	Rs. Seventy four and paise forty only.
	5.22.7B	TMTC-500 10mm dia CDPO BUILDING = 6588 KG	6588.000	KG	73.10	Rs. Seventy three and paise ten only.
	5.22.7C	TMTC-500 12mm dia CDPO BUILDING = 7187 KG	7187.000	KG	71.80	Rs. Seventy one and paise eighty only.
	5.22.7D	TMT-500 16mm dia CDPO BUILDING = 8235 KG	8235.000	KG	72.80	Rs. Seventy two and paise eighty only.
	5.22.7E	TMT-500 20mm dia CDPO BUILDING = 9882 KG	9882.000	KG	72.20	Rs. Seventy two and paise twenty only.
	5.22.7F	TMT-500 25mm dia CDPO BUILDING = 9333 KG	9333.000	KG	72.20	Rs. Seventy two and paise twenty only.
38	10.19	Providing & fixing M.S. Fan hook of 16 mm. dia. M.S. bar 1 Mtr. Long bent to required size and shape, placed in position and fixed in Truss Frame / RCC Slab / beam at the time of casting all complete as per building specification and direction of E/I. (Where materials is not supplied by deptt.) CDPO BUILDING = 150 EACH	150.000	Each	121.80	Rs. One hundred twenty one and paise eighty only.
39	10.33.1	Providing & fixing hand rail by welding etc. to steel ladder railing & staircases railing including applying a priming coat of approved steel primer. MS tube (medium) 40mm nominal bore. CDPO BUILDING = 450 KG	450.000	kg.	91.10	Rs. Ninety one and paise ten only.

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MISCELLANEOUS WORK						
40	BSR 4.17	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size ) over 75mm bad by dry brick ballast 40mm nominal size well rammend and consolidated and grouted with fine sand including finishing the top smooth. CDPO BUILDING = 57.125 SQM	57.125	sq.m	319.30	Rs. Three hundred nineteen and paise thirty only.
SHUTTERING						
41	5.9.1	Centring and shuttering including strutting, propping etc. and removal of form for foundation, footings, bases of columns etc. for mass concrete. CDPO BUILDING = 202.31 SQM	202.310	Sqm.	166.70	Rs. One hundred sixty six and paise seventy only.
42	5.9.5	Centring and shuttering including strutting, propping etc. and removal of form for lintel, beams, plinth beams, griders, bressumers and contilevers.	654.679	Sqm.	251.30	Rs. Two hundred fifty one and paise thirty only.
43	5.9.6	Centring and shuttering including strutting, propping etc. and removal of form for columns, pillars, piers, abutments, posts and struts	382.480	Sqm.	344.40	Rs. Three hundred forty four and paise forty only.
44	5.9.3	Centring and shuttering including strutting, propping etc. and removal of form for suspended floors, roofs, landings, balconies and access platform.	712.198	Sqm.	275.60	Rs. Two hundred seventy five and paise sixty only.
					<b>Total</b>	<b>10,665,189.95</b>
CARRIAGE OF MATERIALS						
45		Type of materials			<b>Rate Incl. 1% Lab. Cess</b>	
		Local Sand	140.983	cum	205.29	Rs. Two hundred five and paise twenty nine and paise only.
		Sand	298.420	cum	2926.96	Rs. Two thousand nine hundred twenty six and paise ninety six only.

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		Stone Chips	372.740	cum	2547.96	Rs. Two thousand five hundred forty seven and paise ninety six only.
		Brick	135.056	Thous.	601.67	Rs. Six hundred one and paise sixty seven only.
		Cement	276.102	MT	289.87	Rs. Two hundred eighty nine and paise eighty seven only.
		Steel	54.950	MT	289.87	Rs. Two hundred eighty nine and paise eighty seven only.
		<b>ADD EXTRA COST OF MATERIAL FOR SHARSHA COMM. W.R.T GAYA AS PER SOR BCD</b>				
		Bricks	135.056	Thous.	500.70	Rs. Five hundred and paise seventy only.
		Cement	276.102	MT	1131.10	Rs. One thousand one hundred thirty one and paise ten only.
					<b>Total (B)</b>	<b>2,409,274.84</b>
		<b><u>Plumbing and sanitary Work</u></b>				
46	B.S.R 12.78	Providing and fixing on wall face unplastidsed PVC (working pressure 4 kgf per sqm) rain water pipes cinforming 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.	100.000	MTS	214.20	Rs. Two hundred fourteen and paise twenty only.
47	B.S.R 17.1.1	Providing and fixining water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast iron P or S tap, 10 litre low white P.V.C. Flushing cistern with munally controlled device (handle level) conforming to IS : 7231 Parryware/Hindware with all fittings and fixtures complete including cutting and making good the walls and floors wherever required.				
		White Vitreous China Orissa pattern W C pan of size 580 x 440 mm with integral type foot rest.	2.000	Each	3035.40	Rs. Three thousand thirty five and paise forty only.

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48	B.S.R 17.2.2	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 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 :				
		W.C. pan with ISI marked black solid plastic seat and lid	9.000	Each	2928.30	Rs. Two thousand nine hundred twenty eight and paise thirty only.
49	B.S.R 17.4.3	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 :				
		Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern.	12.000	Each	6196.80	Rs. Six thousand one hundred ninety six and paise eighty only.
50	B.S.R 17.7.1	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 :				
		White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps.	21.000	Each	2120.30	Rs. Two thousand one hundred twenty and paise thirty only.
51	B.S.R 17.10.1.1	Providing and fixing Stainless Steel AISI 304 (18/8) kitchen sink as per IS: 13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required: kitchen sink with drain board Size 510 x 1040mm bowl depth 225 mm	1.000	Each	7269.20	Rs. Seven thousand two hundred sixty nine and paise twenty only.

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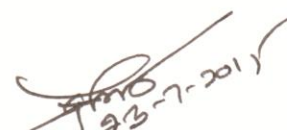
52	B.S.R 17.28	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.				
	17.28.2.1	Flexible pipe 32 mm dia	4.000	Each	78.60	Rs. Seventy eight and paise sixty only.
	17.28.2.2	Flexible pipe 40 mm dia	6.000	Each	81.10	Rs. Eighty one and paise ten only.
53	B.S.R 17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : Rectangular shape 453 x 357 mm	10.000	Each	643.40	Rs. Six hundred forty three and paise forty only.
54	B.S.R 17.33	Providing and fixing 600 x 120 x 5 mm glass shelf with edges round off, supported on anodised aluminium angle frame with C.P. brass brackets and guard rail complete fixed with 40 mm long screws, rawl plugs etc., complete.	10.000	Each	478.30	Rs. Four hundred seventy eight and paise thirty only.
55	B.S.R 17.78.2	Providing and fixing on wall face unplasticised- (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. 110 mm diameter	119.000	metre	214.20	Rs. Two hundred fourteen and paise twenty only.
56	B.S.R 17.36.2	Providing and filling the joints with spun yarn, cement slurry and cement mortar 1:2 (1 cement : 2 fine sand) in S.C.I / C.I. Pipes: 100mm dia pipe	12.000	Each	46.70	Rs. Forty six and paise seventy only.
57	B.S.R 17.43.1.2	Providing and fixing single equal plain junction of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete. Sand cast iron S&S as per IS - 1729	12.000	Each	674.90	Rs. Six hundred seventy four and paise ninety only.
58	B.S.R 17.60.1.1	Providing and fixing trap of self cleansing design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors: Sand cast iron S & S as per IS: 1729	24.000	Each	837.70	Rs. Eight hundred thirty seven and paise seventy only.

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59	B.S.R 18.3.2	Providing and fixing Polyethelene-Aluminium-Polyethelene (PE-AL-PE) Composite Pressure Pipes conforming to IS - 15450, U.V. stabilized with carbon black having thermal stability for hot & cold water supply, capable to withstand temperature up to 80°C, including all special fittings of composite material (engineering plastic blend and brass inserts wherever required) e.g. elbows, tees, reducers, couplers & connectors etc., with trenching, refilling and testing of joints complete as per direction of the engineer in charge. 1620 (20mm OD) pipe	0.000	metre	239.80	Rs. Two hundred thirty nine and paise eighty only.
60	B.S.R 18.3.4	Providing and fixing Polyethelene-Aluminium-Polyethelene (PE-AL-PE) Composite Pressure Pipes conforming to IS - 15450, U.V. stabilized with carbon black having thermal stability for hot & cold water supply, capable to withstand temperature up to 80°C, including all special fittings of composite material (engineering plastic blend and brass inserts wherever required) e.g. elbows, tees, reducers, couplers & connectors etc., with trenching, refilling and testing of joints complete as per direction of the engineer in charge. 2532 (32mm OD) pipe	0.000	metre	370.70	Rs. Three hundred seventy and paise seventy only.

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61	B.S.R 18.3.5	Providing and fixing Polyethelene-Aluminium-Polyethelene (PE-AL-PE) Composite Pressure Pipes conforming to IS - 15450, U.V. stabilized with carbon black having thermal stability for hot & cold water supply, capable to withstand temperature up to 80°C, including all special fittings of composite material (engineering plastic blend and brass inserts wherever required) e.g. elbows, tees, reducers, couplers & connectors etc., with trenching, refilling and testing of joints complete as per direction of the engineer in charge. 3240 (40mm OD) pipe	0.000	metre	597.80	Rs. Five hundred ninety seven and paise eighty only.
62	B.S.R 18.8.1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes joining of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of E/I Concealed work including cutting chases and making good the wall etc. 15 mm nominal outer dia Pipes	100.000	metre	241.00	Rs. Two hundred forty one only.
63	B.S.R 18.9.3	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 25 mm nominal inner dia Pipes	50.000	metre	193.80	Rs. One hundred ninety three and paise eighty only.

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64	B.S.R 18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI :12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	4000.000	per litre	6.80	Rs. Six and paise eighty only.
65	B.S.R 18.49	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931	50.000	Each	497.00	Rs. Four hundred ninety seven only.
	15 mm nominal bore.					
66	B.S.R 18.52	Providing and fixing C.P. brass stop cock (concealed of standard design and of approved make conforming to IS : 8931	24.000	Each	670.70	Rs. Six hundred seventy and paise seventy only.
	18.52.1	15 mm nominal bore.				
67	B.S.R 19.2.1	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round S.W. pipes including bed concrete as per standard design : 100 mm diameter S.W. pipe	0.000	metre	312.50	Rs. Three hundred twelve and paise fifty only.
68	B.S.R 19.6.1	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete: 100 mm dia R.C.C. pipe	0.000	metre	312.90	Rs. Three hundred twelve and paise ninety only.
69	B.S.R 19.27.1	Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C. horizontal grating with frame complete as per standard design : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	4.000	Each	3117.30	Rs. Three thousand one hundred seventeen and paise thirty only.

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70	B.S.R 19.30.1.1	Constructing brick masonry chamber for Underground C.I. Inspection Chamber and bend with 75 class designation bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. Cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover with frame to be not less than 38 kg. (weight of cover 23 kg. and weight of frame 15 kg.) RCC top slab with 1:1.5:3 mix (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) foundation concrete 1:5:10 mix (1 cement:5 coarse sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm th. with cement mortar 1:3 (1 cement:3 coarse sand) finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design. Inside dimensions 466x610 mm and 45cm deep for single pipe line : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	1.000	Each	3949.10	Rs. Three thousand nine hundred forty nine and paise ten only.
71	B.S.R 19.32.1	Making soak pit 2.5 m diameter 3.0 metre deep with 45 x 45 cm dry brick honey comb shaft with brick and S.W. drain pipe 100 mm diameter, 1.8 m long complete as per standard design. With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	2.000	Each	25900.10	Rs. Twenty five thousand nine hundred and paise ten only.
72	B.S.R 19.34	Providing and fixing S.W. intercepting trap in manholes with stiff mixture of cement mortar 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete :	0.000	Each	285.58	Rs. Two hundred eighty five and paise fifty eight only.
	19.34.1	100 mm dia				
73		Detailed Estimate for construction of 125 mm x 40 mm x 90 mm Tube well Manual Boring	1.000	Each	60432.59	Rs. Sixty thousand four hundred thirty two and paise fifty nine only.

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74	Code no. of 1352	(i) C.I. cover and frame 300 x 300 mm inside CDPO BUILDING SEPTIC TANK = 1 EACH	1.000	Each	374.061	Rs. Three hundred seventy four and paise six only.
75	Code no. of 1621	(ii) S.C.I. plain bend 100 mm dia CDPO BUILDING SEPTIC TANK = 1 EACH	1.000	Each	436.399	Rs. Four hundred thirty six and paise thirty nine only.
76	Code no. of 7087	(iii) S.C.I. Tee 150 mm dia CDPO BUILDING SEPTIC TANK = 1 EACH	1.000	Each	748.111	Rs. Seven hundred forty eight and paise eleven only.
					<b>Total (C)</b>	<b>478,420.86</b>
		<b>Electrical Works (1% labour cess has been added on current SOR as labour cess in not included in current sor).</b>				
		<b>DSR Schedule Items -Internal Electrical Work- (PART-I)</b>				
77	1.8	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required.				
	1.8.3	Group C	156	Nos.	681.75	Rs. Six hundred eighty one and paise seventy five only.
78	1.9	Wiring for twin control light point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit. 2 way piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required.	6	Nos.	685.79	Rs. Six hundred eighty five and paise seventy nine only.

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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
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79	1.23	Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc. as required.				
	1.23.1	5/6 amps switch	50	Nos.	33.33	Rs. Thirty three and paise thirty three only.
	1.23.2	2 way 5/6 amps switch	15	Nos.	37.37	Rs. Thirty seven and paise thirty seven only.
	1.23.3	15/16 amp switch	50	Nos.	72.72	Rs. Seventy two and paise seventy two only.
	1.23.4	3 pin 5/6 amp socket outlet	20	Nos.	41.41	Rs. Forty one and paise forty one only.
	1.23.5	6 pin 15/16 amp socket outlet	15	Nos.	83.83	Rs Eighty three and paise thirty three only.
	1.23.6	Telephone socket outlet	5	Nos.	52.52	Rs. Fifty two and paise fifty two only.
	1.23.7	TV antenna socket outlet	3	Nos.	46.46	Rs. Forty six and paise forty six only.
	1.23.8	Bell push	1	Nos.	44.44	Rs. Forty four and paise forty four only.
80	1.22	Supplying and fixing metal box of following sizes (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as				
	1.22.1	75 mm X 75 mm X 60 mm deep	4	Nos.	89.89	Rs. Eighty nine and paise eighty nine only.
	1.22.2	100 mm X 100 mm X 60 mm deep	25	Nos.	109.08	Rs. One hundred nine and paise eight only.
81	2.18	Supply & fixing 20A SPN MCB Industrial Socket Outlet:-				
		Supply and fixing of 20A, 240V, SPN industrial type socket outlet with 2 poles and earth, metal enclosed plug top along with 20 amps 'C' series, SP MCCB, in sheet steel enclosure, on surface or in recess with chained metal cover for socket out let and complete with connections, testing and commissioning etc as required.	14	Nos.	963.54	Rs. Nine hundred sixty three and paise fifty four only.
82	1.12	Power Plug Wiring in PVC conduit (2x4 sq. mm):-				
		Wiring for light/power plug with 2x4 sq.mm FR PVC insulated copper conductor single core cable in surface/recessed PVC conduit along with 1 number 4 sq. mm FR PVC insulated copper conductor single core cable for loop earthing as required.	160	Mtrs.	163.62	Rs One hundred sixty three and paise sixty two only.

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B.S.E.I.D.C. Ltd, Patna  
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83	1.14	Circuit / Sub-main wiring in PVC Conduit:-				
		Wiring for circuit / sub-main wiring along with earth wire with the following sizes of PVC insulated, copper conductor, single core cable in surface/recessed PVC conduit as required.				
	1.14.1	2x1.5 Sqmm + 1x1.5 sqmm earth wire	0	Mtrs.	107.06	Rs. One hundred seven and paise six only.
	1.14.2	2x2.5 Sqmm + 1x2.5 sq mm earth wire	200	Mtrs.	132.31	Rs. One hundred thirty two and paise thirty one only.
	1.14.3	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	0	Mtrs.	163.62	Rs. One hundred sixty three and paise sixty two only.
	1.14.4	2x6 Sqmm + 1x6 sqmm earth wire (For AC, Insustrial Socket)	200	Mtrs.	223.21	Rs. Two hundred twenty three and paise twenty one only.
	1.14.5	2 X 10 sq. mm + 1 X 10 sq. mm earth wire	0	Mtrs.	330.27	Rs. Three hundred thirty and paise twenty seven only.
	1.14.6	2 X 16 sq. mm + 1 X 16 sq. mm earth wire (to be used as sub main)	40	Mtrs.	484.80	Rs. Four hundred eighty four, and paise eighty only.
84	2.4	S/F TP MCB DB:-				
		Supplying and fixing of following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required (Without MCB/RCCB/ISOLATOR). Make :- Legrand/Anchor/Havells/HPL.				
	2.4.4	4 Ways (4+12 ways) double door	4	Set	2,196.75	Rs. Two thousand one hundred ninety six and paise seventy five only.
	2.4.5	6 Ways (4+18 ways) double door	2	Set	2,662.36	Rs. Two thousand six hundred sixty two and paise thirty six only.

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B.S.E.I.D.C. Ltd, Patna  
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85	2.10	S/F 'C' series SP MCB:-				
		Supplying and fixing 240 volts, 'C' series, miniature circuit breaker suitable for inductive loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc, as required.				
	2.10.1	6/32A, Single Pole	63	Each	170.69	Rs. One hundred seventy and paise sixty nine only.
	2.10.3	6/32A ,DP	0	Each	463.59	Rs. Four hundred sixty three and paise fifty nine only.
86	2.13	S/F TPN MCB:-				
		Supplying and fixing following rating, four poles, 415 volt, isolator in the existing MCB DB complete with connections, testing and commissioning etc, as required.				
	2.13.1	40 A,TPN	1	Each	665.59	Rs. Six hundred sixty five and paise fifty nine only.
	2.13.2	63 A,TPN	5	Each	676.70	Rs. Six hundred seventy six and paise seventy only.
87	2.15	S/F TPN RCCB:-Supplying and fixing of following rating three phase and neutral, 415 volts, residual current circuit breaker (RCCB) having a sensitivity current upto 300 miliamperes in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
	2.15.2	40 Amp.	1	Each	2,144.23	Rs. Two thousand one hundred forty four and paise twenty three only.
	2.15.3	63 Amp.	5	Each	2,316.94	Rs. Two thousand three hundred sixteen and paise ninety four only.
88	1.33	S/F Ceiling Rose:-				
		Supplying and fixing 2 pin ceiling rose on the existing junction box/ wooden block including connection etc as required.	45	Each	43.43	Rs. Forty three and paise forty three only.

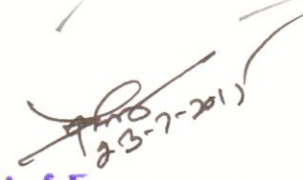
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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
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89	1.34	S/F Batten / Angle Holder:-				
		Supplying and fixing batten / angle holder including connection etc as required.	90	Each	74.74	Rs. Seventy four and paise seventy four only.
90	1.25	S/F Modular type electronic fan regulator:-				
		Supplying and fixing stepped type fan regulator on the existing modular plate switch box including connections but excluding modular plate etc as required.	24	Each	286.84	Rs. Two hundred eighty six and paise eighty four only.
91	1.21	S/F PVC Conduit:-				
		Supplying and fixing of following sizes of PVC conduit alongwith the accessories in surface / recess including cutting the wall and making good the same in case of recessed conduit as required for Tele, RJ45 Cat 6 data outlet for computer network.				
	1.21.2	20 mm	400	Mtrs.	65.65	Rs. Sixty five and paise sixty five only.
	1.21.3	32 mm	0	Mtrs.	85.85	Rs. Eighty five and paise eighty five only.
92	1.18	Telephone Wiring in Existing				
		Supplying and drawing, following pair, 0.5 sq.mm FR PVC insulated copper conductor, unarmoured telephone cable in the existing surface / recessed steel / PVC conduit as				
	1.18.1	1 pair	120	Mtrs.	14.14	Rs. Fourteen and paise fourteen only.
93	1.19	TV cable in Existing Conduit:-				
		Supplying and drawing co-axial TV cable RG-6 grad, 0.7 mm solid copper conductor PE insulated, with PVC sheath in the existing surface/recessed PVC conduit as required.	66	Mtrs.	28.28	Rs. Twenty eight and paise twenty eight only.
		<b>EARTHING</b>				
94	5.6	<b>COPPER EARTH PLATE ELECTRODE:-</b>				
		Earthing with copper earth plate 600mmx 600mmx 3mm thick including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc with charcoal/cock and salt as required.	2	Each	9,384.92	Rs. Nine thousand three hundred eighty four and paise ninety two only.

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 B.S.E.I.D.C. Ltd, Patna  
 24/9



95	5.10	P/F 25 x 5mm copper earth strip in pipe :-				
		Providing and fixing 25mmx5mm copper earth strip in 40mm G.I. pipe FRLSom earth electrode including connection with brass nut,bolt,spring,washer excavation and re-filling etc. as required.	8	Mtrs.	1,092.82	Rs. One thousand ninety two and paise eighty two only.
96	5.14	P/F 25 x 5 mm copper earth strip in surface/ recess :-				
		Providing and fixing 25mmx5mm copper earth strip in surface/recess for connections etc. as required and making the earth grid for all copper earthing pits of the building.	26	Mtrs.	864.56	Rs. Eight hundred sixty four and paise fifty six only.
97	MR	Supplying, installation, testing and commissioning of cubical type MV Panel made out of 14 SWG sheet steel, totally enclosed IP-54 protection, free standing, floor mounted dust and vermin proof, indoor type compartmentalized powder coated of approved shade after antirust treatment (with min seven tanks ) suitable with busbar interconnection with suitable size of copper lead/solid Aluminium strips, control circuits & bottom base channel of MS section not less than 75mmx50mmx5mm (thick), Fabrication shall be done in transportable section ,entire panel shall have a common earth busbar at rear with 2 nos earth stud cable alleys, cable gland plates in two half as required as per single line diagram & specification enclosed with the following switchgears. (Main LT panel)				
		<b>INCOMER:-</b>				
		1 Nos. 125 Amps. TPN MCCB(35 KA) with electronic releases.				
		1 Set phase indication lights (R, Y, B)				
		1 No. Volt Meter (digital type) with inbuilt VSS & control fuses.				

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23-7-2011  
**Chief Engineer**  
 B.S.E.I.D.C. Ltd, Patna  
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		1 No. 0-200 Amp. Ammeter (digital type) with inbuilt ASS				
		<b>BUS BARS:-</b>				
		125 Amps. TP&N Aluminium bus bars (35 KA)				
		<b>CHANGEOVER:-</b>				
		125 Amps 4 Pole				
		<b>OUT GOINGS:-</b>				
		4 Nos. 40 Amps. TPN MCCB(25 KA) with electronic releases.				
		3 Nos. 63 Amps. TPN MCCB(25 KA) with electronic releases.				
		2 Nos. 16 Amps. DP				
		<b>TOTAL COST OF MAIN LT PANEL</b>				
			1	Set	105,366.10	Rs. One lac five thousand three hundred sixty six and paise ten only.
		<b>GRAND TOTAL (SCHEDULE ITEMS DSR+ JSR+ NON SCHEDULE ITEMS MR)</b>				
					<b>Total (D)</b>	<b>495,502.84</b>
		<b>FIRE FIGHTING</b>				
	DGS&D	Brand new ISI marked Life Guard ABC type multipurpose Fire Extinguishers 4 Kgs. Capacity, fitted with pressure guage complete in all respects, ready to use, complete installation kit.	6.000	Nos.	7549.750	Rs. Seven thousand five hundred forty nine and paise seventy five only.
					<b>Total (E)</b>	<b>45,298.50</b>
					<b>Grand Total (A+B+C+D+E)</b>	<b>14,093,689.00</b>
		<b>(One Crore Forty Lacs Ninety Three Thousand Six Hundred and Eighty Nine Only)</b>				
		<b>"Details of Sl. No. 73 (Construction of 125mm x 40mm x 90mm Tabe well) is given below</b>				
		<b>Part 'A' - Cost of Materials</b>				
1		125mm dia UPVC casing pipe confirming to ISS	27	Meter	315.00	Rs. Three hundred fifteen only.
2		40mm dia UPVC pipe confirming to ISS	48	Meter	99.38	Rs. Ninety nine and paise thirty eight only.
3		40mm dia PVC ribbed strainer of approved quality	8	Meter	182.00	Rs. One hundred eighty two only.
4		Reducing socket 125mm x 40mm	1	Each	270.00	Rs. Two hundred seventy only.

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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna

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5		Supplying all labour and materials & fitting & fixing PVC cap over the new sink T/well	1	Each	140.00	Rs. One hundred forty only.
6	B.S.R 1548	Providing and fixing of G.I pipes complete with G.I fittings and clamps, including, cutting and making good etc 32 mm dia (15% C.P & 1% L.Cess)	18	mtr	224.44	Rs. Two hundred twenty four and paise forty four only.
7	B.S.R 1928	32 mm nominal bore Brass Full valve (15% C.P & 1% L.Cess)	1	Each	511.21	Rs. Five hundred eleven and paise twenty one only.
8		Supplying all equipments, tools and installation of 1 HP single phase submersible motor pump set of KSB/ ISI make 2900 rpm capable of discharge 5000 LPH at 45 Mtr head with all necessary riser pipe, starter control panel, 1.25" Full way valve, 1.25" M.S c	1	Each	26,446.00	Rs. Twenty six thousand four hundred forty six only.
		<b>Sub - Total "A"</b>				<b>46138.31061</b>

**Part 'B' - Cost of Labour**

		Boring by jet dheki by suitable cutter of reduce as the case may be lowering 125 mm x U.P.V.C x 40 mm dia G.I pipe & strainer of standard quality iron, shoe, plug & socket etc. all complete including providing all tools and plants required for the job as				
		(i) 0 to 30.5 m				
9		(a) For 125 mm dia U.P.V.C pipe	27	mtr	208.77	Rs. Two hundred eight and paise seventy seven only.
10		(b) for 40 mm dia UPVC pipe				
		(i) 0 to 30.5 m	3.5	mtr	119.03	Rs. One hundred nineteen and paise three only.
		(ii) 30.5 m to 61.0 m				
11		(a) For 40 mm dia UPVC pipe	30.5	mtr	136.88	Rs. One hundred thirty six and paise eighty eight only.
		(iii) 61.00 m to 75.00 m				
12		a) For 40mm dia UPVC pipe	14	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
		(iv) 75.00 m to above				

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**Chief Engineer**  
 B.S.E.I.D.C. Ltd, Patna  
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13		a) For 40mm dia UPVC ribbed strainer of approved quality	8	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
14		Providing all labour & tools and lowering 32 mm dia G.I pipe as per specificatin etc. all Complete	24	mtr	21.34	Rs. Twenty one and paise thrity four only.
15		Supplying labour and developing the T/Well to have sand free discharge all complete as per direction of E/I	1	Each	280.50	Rs. Two hundred eighty and paise fifty only.
<b>Sub - Total</b>						<b>14,294.28</b>
<b>Total C="A+B"</b>						<b>60,432.59</b>
<b>MARKET RATE ANALYSIS OF LT PANEL For C.D.P.O,BIHAR</b>						
(a)	(JSR-2.4.3)	4 pole MCCB 125 A,35 KA with fixed thermal magnetic setting.	1	Nos	6142.00	Rs. Six thousand one hundred forty two only.
(b)	(JSR-2.4.2)	4 pole MCCB 40 A,16 kA with fixed thermal magnetic setting.	4	Nos	5580.00	Rs. Five thousand five hundred eighty only.
(c)	(JSR-2.4.2)	4 pole MCCB 63 A,16 kA with fixed thermal magnetic setting.	3	Nos	5580.00	Rs. Five thousand five hundred eighty only.
(d)	(JSR-2.12.5)	6/32 A,DP	2	Nos	462.00	Rs. Four hundred sixty two only.
(e)	(JSR-2.5.1)	125 amp 415 V heavy duty three phase with neutral bus bar chamber.	1	Nos	7000.00	Rs. Seven thousand only.
(f)	N.S	Indicator switch	3	Nos	60.00	Rs. Sixty only.
(g)	N.S	Selector switch	1	Nos	160.00	Rs. One hundred sixty only.
(h)	N.S	Voltmeter	1	Nos	525.00	Rs. Five hundred twenty five only.
(I)	N.S.	Ameter	1	Nos	525.00	Rs. Five hundred twenty five only.
(J)	N.S	C.T. Coil	3	Nos	500.00	Rs. Five hundred only.
<b>Total (A)</b>						<b>56,016.00</b>

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23-7-2015  
 Chief Engineer  
 S.E.I.D.C. Ltd, Patna  
 24/8



(J)	Supplying, installation, testing and commissioning of cubical type MV Panel made out of 14 SWG sheet steel, totally enclosed IP-54 protection, free standing, floor mounted dust and vermin proof, indoor type compartmentalized powder coated of approved shade after antirust treatment (with min seven tanks ) suitable with busbar interconnection with suitable size of copper lead/solid Aluminium strips, control circuits & bottom base channel of MS section not less than 50mmx50mmx5mm (thick), Fabrication shall be done in transportable section ,entire panel shall have a common earth busbar at rear with 2 nos earth stud cable alleys, cable gland plates in two half as required as per single line diagram & specification enclosed with the following switchgears.	1 Set	@50% Of Total (A)	At the rate of 50% (Fifty Percent) of total (A)
			<b>Total (B) :</b>	<b>28,008.00</b>
	Cost Of Outdoor Feeder Pillar (A+B) :			84,024.00
	Vat@ 14% of (A+B) :			11,763.36
	Sub Total :			95,787.36
	Installation,testing & commisioning +C.P. @10 % of Sub Total :			9,578.74
	<b>TOTAL COST OF OUTDOOR FEEDER PILLAR. :</b>			105,366.10
			<b>G.Total :</b>	<b>105,366.10</b>
	<b>TOTAL COST OF OUTDOOR FEEDER PILLAR. :</b>			210,732.19
			<b>G.Total :</b>	<b>210,732.19</b>
Tender approved in favour of Bambam Kumar Singh @ 10.00% (Ten Decimal Zero Percent) below BOQ rates i.e. total amount comes to Rs. 1,26,84,320=00 (Rupees One Crore Twenty Six Lacs Eighty Four Thousand Three Hundred Twenty Only)				

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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
23-7-2015



GOVERNMENT OF BIHAR

**STANDARD BIDDING DOCUMENT**  
**PROCUREMENT**  
**OF**  
**CIVIL WORKS**



**BIHAR STATE EDUCATIONAL INFRASTRUCTURE  
DEVELOPMENT CORPORATION LTD.**

अनन्य अधिकारी

Seal and Signature of Tenderer

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24.11.20

# **STANDARD BIDDING DOCUMENT**

## **PROCUREMENT OF CIVIL WORKS**



Sl. No.	District		
5	Supaul	1	CDPO Building at Pipra

2. PERIOD OF CONSTRUCTION : 12 Months.
3. DATE OF ISSUE OF NOTICE INVITING BID : 09.02.2015
4. PERIOD AND PLACE OF SALE : FROM : 23-02-2015 To 16-03-2015, 15.00 Hours  
OF BID DOCUMENT on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
5. TIME, DATE AND PLACE OF PRE- BID MEETING : TIME : 14:30 HOURS, Date : 02-03-2015, in the office of Managing Director, BSEIDC, Patna.
6. LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE : 20-03-2015, TIME: 15:00 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
7. \*TIME AND DATE OF OPENING TECHNICAL BIDS : DATE : 25-03-2015, TIME: 15:30 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
8. \*TIME AND DATE OF OPENING FINANCIAL BIDS : DATE : 04-04-2015, TIME: 15:30 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
9. PLACE OF OPENING OF BIDS : THROUGH WEBSITE Only [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
10. PERIOD OF BID VALIDITY : 120 Days.
11. OFFICER INVITING BIDS : Managing Director, BSEIDC, Patna.  
\*Should be the same as for the deadline for receipt of bids or promptly thereafter.

*Handwritten signature in blue ink*

Seal and Signature of Tenderer

*Handwritten signature in blue ink*  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
*Handwritten initials in blue ink*

INVITATION FOR BID  
(IFB)



होने के बाद अनिवार्य होगा।

क्र म	जिला का नाम	विद्यालय का नाम	प्राक्कलित राशि (लाख रु० में)	अग्रधन का राशि (लाख रु० में)	परिमाण विपत्र का मूल्य(रु०में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kumarkhand	138.40	2.77	10,000.00	5618.00	12 माह
2	Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bihariganj	137.35	2.75	10,000.00	5618.00	12 माह
3	Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Gwalpara	137.12	2.75	10,000.00	5618.00	12 माह
4	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Batihani	142.05	2.84	10,000.00	5618.00	12 माह
5	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Pipra	139.23	2.79	10,000.00	5618.00	12 माह
6	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kishanpure	140.56	2.81	10,000.00	5618.00	12 माह
7	Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Triveniganj	139.32	2.79	10,000.00	5618.00	12 माह
8	Purnia	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bhawanipur	135.60	2.71	10,000.00	5618.00	12 माह
9	Purnia	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Srinagar	135.57	2.71	10,000.00	5618.00	12 माह
10	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Raniganj	137.33	2.75	10,000.00	5618.00	12 माह
11	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Arariya	138.21	2.77	10,000.00	5618.00	12 माह
12	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Palashi	139.98	2.80	10,000.00	5618.00	12 माह

**Chief Engineer**

**B.S.E.I.D.C. Ltd, Patna**

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Seal and Signature of Tenderer

13	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Narpatganj	140.83	2.82	10,000.00	5618.00	12 माह
14	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bhargama	138.29	2.77	10,000.00	5618.00	12 माह
15	Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kursakatta	140.79	2.82	10,000.00	5618.00	12 माह
16	Sheohar	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Taryiani	136.00	2.72	10,000.00	5618.00	12 माह
17	Kishanganj	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kochadhaman	137.96	2.76	10,000.00	5618.00	12 माह
18	Kishanganj	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Digal-Bank	139.81	2.80	10,000.00	5618.00	12 माह
19	Kishanganj	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Pothiya	139.72	2.80	10,000.00	5618.00	12 माह
20	Kishanganj	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Teragachi	139.73	2.80	10,000.00	5618.00	12 माह
21	Jamui	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Sikandra	132.74	2.66	10,000.00	5618.00	12 माह
22	Jamui	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Chakai	136.45	2.73	10,000.00	5618.00	12 माह

नोट:-1. निविदाकार एक या अधिक ग्रुप में अलग-अलग निविदा डाल सकते हैं।

2. प्राक्कलित राशि घट या बढ़ सकती है एवं तदनुसार अग्रधन की राशि घट या बढ़ सकती है।

3. वेबसाइट-[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपत्र की राशि अंतिम रूप से मान्य होगा।

(2) विज्ञापन निर्गत करने की तिथि

:— दिनांक:-09.02.2015

(3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय:- दिनांक- 23.02.2015 से 16.03.2015, 15:00 घंटा

(4) प्री बिड मीटिंग का समय, स्थान एवं तिथि

:—

(वेबसाइट-[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर)

दिनांक:- 02.03.2015, 14:30 घंटा प्रबंध निदेशक का

कार्यालय, विहार राज्य शैक्षणिक आधारभूत

संरचना विकास निगम, पटना।

(5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय:-



Bids along with necessary documents should be submitted by the bidder on or before the date and time specific in the NIT/Corrigendum. The department is not responsible for the submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

(ग) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/ डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्सड डिपोजिट रिसिप्ट अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवस्थित किसी राष्ट्रीयकृत/ अनुसूचित बैंक से निर्गत हो (अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकरारनामा के पूर्व इसे बिहार अवस्थित किसी बैंक से निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 25.03.2015 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।


(14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इन्टरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर कोई भी दावा मान्य नहीं होगा। निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाइट पर अपलोड कर लें। ताकि अंतिम समय में होनेवाले किसी प्रकार के व्यवधान से बच सकें।


(15) निविदाकार निविदा डालने से पहले अपने स्तर से भी प्रस्तावित कार्य स्थल पर भूमि उपलब्धता के संबंध में आश्वस्त हो लेंगे।

(16) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर प्रकाशित किया जायेगा। बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने/रद्द करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।

(17) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। ई-टेंडरिंग की प्रक्रिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई-टेंडरिंग कक्ष, प्रथम तल्ला, M/22, बैंक ऑफ इण्डिया भवन, रोड नं० 25, श्री कृष्णा नगर, पटना-800001, दूरभाष सं० 0612-2523006 / 9939035696.

मुख्य अभियंता  
ब्रजेश प्रसाद

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24.03.2015



Seal and Signature of Tenderer

SECTION 1  
INSTRUCTION TO BIDDERS  
(ITB)

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Seal and Signature of Tenderer

Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/11/20



## GENERAL

### 1. Scope of Bid

- 1.1 The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder / tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 **Administrative authority shall decide that this agreement would be either PERCENTAGE RATE OR ITEM RATE and accordingly the non-relevant sections of this document must be crossed.**

### 2. Sources of Funds

- 2.1 The expenditure on this project will be met as decided by the Competent Authority.

### 3. Eligible Bidders

- 3.1 This *Invitation for Bids* is open to all bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant; Engineer-in-Charge or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract or involved in supervision of the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 3.3 Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or any Autonomous Body.

### 4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts indicating miles stones to complete the project on time.
- 4.2 All bidders shall also furnish the following information in Section 2.
  - (i) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.
  - (ii) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.
  - (iii) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount. (for all contracts over Rs. 5 crore)
  - (iv) Power of attorney, if any.
- 4.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
  - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

- (k) proposals for subcontracting components of the Works amounting to the Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); (for all contracts over Rs. 5 Crore)
- (l) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 5 Crore)

#### 4.4 Bids from Joint ventures are not acceptable.\*

4.5 \*\* (A)A.To qualify for award of the contract, each bidder in its name should have in the last five years and current financial year will also be considered as referred to in Appendix :-

- (a) Achieved in any one year a minimum annual financial turnover (in all classes of civil engineering construction works only) volume of construction work of at least the amount equal to the 50 % (fifty percent) estimated cost of works for which bid has been invited. The turn over will be indexed at the rate of 8% for a year.
- (b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix (usually not less than 25% (twenty five percent) of estimated value of contract);
- (c) executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.
- |                                       |            |
|---------------------------------------|------------|
| (d) - R.C.C. cement concrete quantity | 219.00 cum |
| (e) - Brick work quantity             | 108.00 cum |
- (usually 50% of the expected peak rate of construction)

\* To be deleted for projects costing Rs. 10 crores or more

\*\* Also, see section 5, the special condition of contract

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Seal and Signature of Tenderer

Chief Engineer  
B.S.E.I.D.C. Ltd, Patna



**B. Each bidder should further demonstrate :**

- (a) availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I.

Availability of the testing equipment required for establishing field laboratory to perform mandatory tests e.g. those stated in Appendix to ITB.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3(1) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

*NOTE : (To be included for bids valued over Rs 5 Crore)*

- (b) availability for this work of personnel with adequate experience as required; as per Annexure-II.
- (c) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix *(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)*

**C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.**

- 4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above.

- 4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :

$$\text{Assessed Available Bid capacity} = (A \times N \times 3 - B)$$

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next..... years (period of completion of the works for which bids are invited)

Note : The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed above, countersigned by the Engineer in charge of the project.



- 7.2. Tender documents are not transferable.

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Seal and Signature of Tenderer

Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
21/10/21

**B.BIDDING DOCUMENTS****8. Content of Bidding Documents**

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10;

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualifications of Bidders	
3	Conditions of Contracts	
4	Contract Data	
5	Special condition of Contract	II
6	Technical Specifications	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

- 8.2 One copy of each of the volumes I, II, III and IV will be issued to the bidder Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).

- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

**9.1 Pre-bid meeting**

- 9.1.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.
- 9.1.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.1.3 The bidder is requested to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting.

- 9.1.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of documents. Any modification of the bid documents shall be issued in the form of addenda.

**C. PREPARATION OF BIDS****11. Language of the Bid**

- 11.1 All documents relating to the bid shall be in English / Hindi.

**12. Documents Comprising the Bid**

- 12.1 The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts;

Part I shall be named "Technical Bid" and shall comprise

- (i) Earnest money in the form specified in Section 8
- (ii) Qualification Information and supporting documents as specified in Section- 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Clause 4.2 of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (vi) An affidavit affirming the information be has furnished in the bidding document is correct to the best of his knowledge and belief.

Part II shall be named "Financial Bid" and shall comprise

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

- 12.2 Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.

- 12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instructions to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	Volume II
5	Specifications	Volume IV
8	Drawings	

*[Signature]*  
Seal and Signature of Tenderer

*[Signature]*  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
*[Signature]*



**13. Bid Prices**

- 13.1 The contractor shall bid for the whole work as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 13.1.1 The bidder shall adopt the percentage rate method or item rate method as specified in the appendix to ITB; only the same option is allowed to all the bidders. Percentage rate method requires the bidder to quote a percentage above/below/ at par of the schedule of rates specified in the appendix to ITB. Item rate method requires to quote rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price both in figures and words). *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.1.2 All duties, taxes, and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.2 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions clause 10CA & 10CC clause Conditions of Contract.
- 13.3 The rate should include the cost of all seen and unseen expenditure. No claim, whatsoever, will be entertained due to non-inclusion of any such event necessary for the completion of the item of work.

**14. Currencies of Bid and Payment**

- 14.1 The units rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

**15. Bid Validity**

- 15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

**16. Earnest Money**


- 16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer, and shall be in the following form of Unconditional bank guarantee from any nationalized scheduled Indian bank issued within the state in the format given in Vol. III (If issued from any bank outside state it will have to be converted to any bank within the state before executing the agreement).
- 16.2 Unconditional bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3 Any bid not accompanied by the bid security shall be rejected.

- as indicated further in the process of tender evaluation.
- 17.2 Conditional tender will be rejected forthwith.
- 18. Format and Signing of Bid**
- 18.1 The Bidder shall submit one set of the Technical bid and two set of Financial bid (original & duplicate) comprising of the documents as described in clause 12 of ITB.
- 18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid and a certificate of corrections must be given by the employer.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))**  
**( Sl.No. 19 To 21.1, All Process shall be done through e-tendering Process )**

**19. Sealing and Marking of Bids**

- 19.1 The Bidder shall place three separate envelopes (called as inner envelopes) which shall be marked one as technical bid and two envelope as Financial bid in duplicate. Inside one outer envelope. The envelopes marked "Technical Bid" and "Financial Bid" will have additional markings as follows.
- Technical Bid : To be opened as per NIT (date of Technical Bid opening) in the presence of Evaluation Committee, or authorized person. (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))
  - Financial Bid: Not to be opened except with the approval of Evaluation Committee. (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))
- The contents of Technical and Financial Bids will be as specified in clause 12.1
- 19.2 The inner, outer and separate envelopes containing Technical and Financial Bids shall
- (a) be addressed to the Employer at the address given in Appendix
  - (b) bear the identification no of contract as indicated in Appendix.
  - (c) provide a warning not to open before the specified time and date for bid opening as specified in ITB.
- 19.3 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or if Evaluation Committee declares the bid as non responsive pursuant to Clause 23.

  
Seal and Signature of Tenderer

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  




- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
20. **Deadline for Submission of the Bids** (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))
- 20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids have declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
21. **Late Bids**
- 21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

**E. BID OPENING AND EVALUATION** (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))  
( Sl.No. 22 To 27.5, All Process shall be done through e-tendering Process )

22. **Bid Opening**
- 22.1 The Employer or their authorized representative will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 22.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed a head with the opening.
- 22.2 If any of the tenderers or their agents are not present at the time of opening, the employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.
- 22.3 The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the Earnest money furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- 22.4 (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.
- (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification.



effort by a Bidder to influence the Employer, or the rejection of his Bid.

**24. Clarification of Financial Bids**


- 24.1** To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.
- 24.2** Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 24.3** Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.



**25. Examination of Bids and Determination of Responsiveness**

- 25.1** During detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 25.2** A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3** If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**26. Correction of Errors**

- 26.1** "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2** The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

  
Seal and Signature of Tenderer

  
**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**  


- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.  
Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest money may be forfeited in accordance with Sub-Clause 16.6(b).

**27. Evaluation and Comparison of Financial Bids**

- 27.1** The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 25.2.
- 27.2** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 26; or
  - (b) making an appropriate adjustments for any other acceptable variations, deviations.
- 27.3** The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 27.4** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 27.5** A bid, in the opinion of employee which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

**F. AWARD OF CONTRACT**

**28. Award Criteria**

- 28.1** Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined
- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
  - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

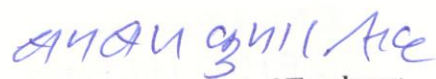
In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.



**29. Employer's Right to Accept any Bid and to Reject any or all Bids**

Notwithstanding Clause 28, the Employer reserves the right to



- 31.1 Employer a Performance Security in any of the forms given.  
Contract price including earnest money plus additional security for unbalanced Bids in accordance with the Clause 29.5 of ITB and the provisions of Bihar Financial Rules.
- 31.2 If the performance security is provided by the successful Bidder in the form of an Bank Guarantee or fixed deposit receipts in the name of Employer, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) acceptable to the Employer.
- 31.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 32. Advance Payment and Security**
- 32.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to maximum amount, as stated in the Contract Data.
- 33. Corrupt or Fraudulent Practices**
- 33.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with this Corporation (BSEIDC) and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 33.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause and Sub-Clause 14 of the General Conditions of Contract.

  
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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  




## G. APPENDIX to ITB

## Clause Reference with respect to Section-I.

1. Name of the Employer—Managing Director, BSEIDC, Patna. [Cl. 1.1]
2. The last five years means for this tender  
2009 - 2010  
2010 - 2011  
2011 - 2012  
2012 - 2013  
2013 - 2014.  
And financial year 2014-15 will also be considered.
3. The required annual financial turn over amount is Rs. 70.47 Lac (Rupees Seventy Lac Forty Seven Thousand Only) [Cl. 4.5 A(a)]
4. Required minimum value of one similar work is Rs. 35.23 Lac (Rupees Thirty Five Lac Twenty Three Thousand Only). [Cl. 4.5A(b)]
5. Required minimum quantities of work executed are:- as prescribed in the relevant clause. [Cl. 4.5A(c)]
6. The cost of electric work is :-
7. The cost of water supply/ sanitary works is :-
8. Liquid assets and/or availability of credit facilities is 10% of Estimated Cost. [Cl. 4.5B(c)]
9. Price level of the financial year \_\_\_\_\_ [Cl. 4.7)]
10. The pre-bid meeting will take place : As Per NIT. [Cl. 9.1.2]
11. The technical bid will

14. Bids may be submitted only in Percentage Rate Method.
15. Schedule of rate applicable for Percentage Rate Method is S.O.R., B.C.D, Effective from: 15.09.2014 & DSR (CIVIL&ELECTRICAL) 2014. [Cl. 20.1(a)]
16. The bid should be submitted latest by Date : As Per NIT [Cl. 23.1]
17. The bid will be opened through Web Site : /www.eproc.bihar.gov.in [Cl. 34.1]
18. The Cost of BOQ & Cost of Earnest money : As Per NIT.
19. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)
- | Year before | Multiply factor |
|-------------|-----------------|
| One         | 1.1             |
| Two         | 1.21            |
| Three       | 1.33            |
| Four        | 1.46            |
| Five        | 1.61            |
20. Bids will be submitted in Percentage Rate .

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Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
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## ANNEXURE-I

## List of Key Plant &amp; Equipment to be deployed on ROAD Work

[Reference Cl. 4.5 (B) (a)]

[Reference Cl. 4.5 (B) (a)]

Sl.	Type of Equipment*	Max *** age as on ..... (Years)	Road Contract Package Size **				
			Within one crore	Rs. 1- 5 Crores	Rs. 5- 30 Crores	Rs. 31-50 Crores	Above 50 Crores
1.	Motor Grader	5	As per the decision of Engineer-in-Charge concerned	1	1	3	5
2.	Dozer	5			1	1	2
3.	Front end Loader	5			1	2	3
4.	Smooth Wheeled Roller	5		1	2	2	3
5.	Vibratory Roller	5		1	1	1	2
6.	Fully Computerized Hot Mix Plant with Electronic Controls	5		1 (Min. 40-60 TPH capacity )	1 (Min 80-100 TPH capacity)	1 (Min 100-120 TPH capacity)	2
7.	Paver Finisher with Electronic Sensor	5		1 (Mechanical)	1	1	2
8.	Water Tanker	5		1	2	3	4
9.	Bitumen Sprayer	5-7		1	1	1	2
10.	Tandem Roller	5			1	2	2
11.	Concrete Mixes with Integral Weigh Batching facility	5		1 (Drum mixer)	1	1	1
12.	Concrete Batching and Mixing Plant (Minimum Capacity – 15m <sup>3</sup> /hour)	5			-	-	1
Total -				8	13	18	29

\* To be decided by Employer before floating the tender.

\*\* On the basis of nature of Construction work list of key plant &amp; Equipments will be decided.

\*\*\* Life of machine minus two years or 5 years on ..... which ever is more.



			Lacs				1 No.	1 No.	1 No.
1.	Project Manager	B.E. Civil + 10 Years Exp. (5 years as Manager) or retired E.E.							
2.	Site Engineer	B.E. Civil + 07 Years Exp. (3 years in Road Construction) or retired A.E.			1 No.	1 No.	1 No.	2 Nos.	4 Nos.
3.	Plant Engineer	B.E. Mech./ Civil + 05 Years Exp. or Dip. Mech + 07 Years Exp. or Retired J.E.				1 No.	1 No.	1 No.	2 Nos.
4.	Quantity Surveyor	B.E. Civil + 05 Years Exp. or Dip. Civil + 07 Years Exp.						1 No.	2 Nos.
5.	Soil & Material Engineer	B.E. Civil + 07 Years Exp.						1 No.	2 Nos.
6.	Survey Engineer	B.E. Civil + 03 Years Exp. or Dip. Civil + 05 Years Exp.						1 No.	2 Nos.
7.	Site Supervisor or	Fresh Graduate in Civil or Diploma Civil + 03 Years Exp. or retired I.T.I Holder.		1 No.	1 No.	1 Nos.	2 Nos.	3 Nos.	4 Nos.
	Total			1	2	3	5	10	17

\* The designation and no. of the personnel has to be decided by the Corporation as per the requirement

*ANAY gni (He*  
Seal and Signature of Tenderer

*[Signature]*  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
*24/4,*

**SECTION 2**  
**QUALIFICATION INFORMARION**  
(to be filled in by Bidder)

Power of attorney of signatory of Bid  
(Attach)

1.2 Total value of Civil Engineering construction work performed in the last five years\*\* (in Rs. Million)

200	200	}
200	200	
200	200	
200	200	
200	201	

1.3.1 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.\*\*

[illegible]

\* Attach certificate(s) from the Engineer(s)-in-Charge  
during the financial year in which b

\* Attach certificate(s) from the Engineer(s)-in-Charge  
 \*\* Immediately preceding the financial year in which bids are received and current financial year will also be consider.

\*\*\* Certificate issued of Central govt./ State govt./ Public undertaking (Nigam).

Seal and Signature of Tenderer

**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**



# 1.3.2. Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years : \*\*

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8



## Pipra

Etc.

1.7 Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3(k)]

[illegible]



1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is \*\* .....)

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3(1)]

1.14 Programme

1.15 Quality Assurance Programme


**2. Additional Requirements**

2.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

- (i) Affidavit
- (ii) Undertaking
- \*\*\* (iii) Update of original prequalification application
- \*\*\* (iv) Copy of original prequalification application
- \*\*\* (v) Copy of prequalification letter

\*\* Fill the Name of Consultant.  
\*\*\* Delete, if prequalification has not been carried out.

  
Seal and Signature of Tenderer

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/9/21

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BSEIDC, Patna      Tender : Construction of CDPO Building in Bihar,      Pipra

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.2 (i) OF ITB)

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing to the above contract during the contract period.

\_\_\_\_\_  
(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank


- have been rescinded, during last five years prior.
3. The undersigned hereby authorises and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
  4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.
  5. If the work is allotted to me or my firm, I/we will arrange the required fund and submit the work program for timely completion of the work.
  6. I/we will invest a minimum of cost up to 25% of contract value of work during implementation of contract.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

  
**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**  
24/11

  
(Seal & Signature of Tenderer)



## UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work  
during implementation of the Contract.

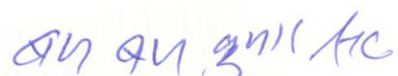
\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

SECTION 3  
GENERAL CONDITIONS OF CONTRACT

  
(Seal & Signature of Tenderer)


  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  




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 B.S.E.I.D.C. Ltd, Patna 38  


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#### GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders" and "Item rate tenders". Accordingly alternative provisions for conditions Nos. 4, The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (Form-) or item rate tender (Form -)
2. Form -, Schedules A to F, special conditions/ specifications and drawing only will be issued to intending bidders. The standard form shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (Form -) and Schedules A to F.
4. Authority approving the Notice Inviting Tender (NIT) shall fill up all the blanks in Form -6 and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A.
6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules will be

1 of Tender to any Contractor registered with Central Government/any State Government / State RCD/BCD or any PSU or an agency of International / National repute may be submitted without the registration with Corporation. However, registration with the Corporation will be essential after issue of L.O.A.

- (b) submission of bid (In case of other State PWD/ CPWD/ any PSU eligible contractors or Agencies of National/ International repute following documents (from a to c) have to be submitted after issue of letter of acceptance).t / other State PWD / CPWD Contractor will provide definite proof from appropriate authority for tools & Plant and Undertaking to install it on works site after getting letter of acceptance
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSEIDC-2/3. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
5. The time allowed for carrying out the work will be ..... from the ..... day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
6. The site for the work is available.

OR

The site for the work shall be made available in parts as specified below :-

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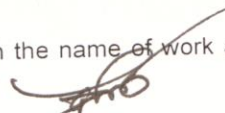
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7. Receipt of applications for issue of forms will be stopped by 1500 Hrs. days before the date fixed for opening of tenders. Issue of tender forms will be stopped day before the date fixed for opening of tenders or as mentioned in press Notice.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the ..... between hours of 11.00 A.M. & 03.00 P.M. from ..... to ..... everyday except on Sunday and Public Holidays. Tender documents, excluding standard form, will be issued from his office during the hours specified above, on payment of the following :-

- i) Rs. .... in as cost of tender.
- ii) Earnest Money of Rs. .... as mentioned in Bihar Financial Rule . Nationalised/dinstate. (
8. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Dated -----

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/11



**BSEIDC, Patna Tender : Construction of CDPO Building in Bihar, Pipra**

up to 03.00 P.M. on ..... and will be opened by him or his authorized representative in his office on the same day at 03.30 P.M.

9. The Contractor shall be required to deposit an amount equal to 2% of the tendered value of the work as performance guarantee in the form as mentioned in Bihar Financial Rules. F, bank guarantee is acceptable.
10. The description of the work is as follows:-----  
Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.

\* as applicable

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tool & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Corporation and local conditions and other factors having a bearing on the execution of the work.

11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by such contractors who resort to canvassing will be liable to rejection.
12. The competent authority on behalf of the Corporation reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to tender for works in the Corporation in which his near relative is posted as officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Corporation Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the corporation.

14. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Bihar is allowed to work as a contractor for a period of two years after his retirement.

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.  
(A GOVT. OF BIHAR UNDERTAKING )

Form-2/3

Percentage Rate Tender & Contract for Works

(A) Tender for the work of :-

(i) To be submitted by

(ii) To be opened

Signature of officer issuing the documents .....

Designation .....

Date of issue .....

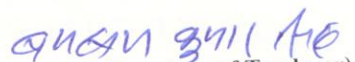
**TENDER**

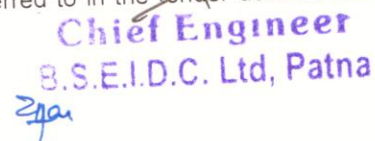
I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Bihar State Educational Infrastructure Development Corporation Ltd., within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all in respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs2,06,200.00(Rupees Two Lacs Six Thousand Two Hundred Only) has been deposited guarantee of a Nationalised / scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the competent Authority of the Corporation or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if/we fail to commence work as specified, I/we agree that competent Authority of the corporation or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna

**BSEIDC, Patna Tender : Construction of CDPO Building in Bihar, Pipra**

terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Corporation.

Dated .....

Signature of Contractor  
Postal Address

Witness :

Address :

Occupation :

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd for a sum of Rs. ....

The letters referred to below shall form part of this contract Agreement :-

- a)
- b)
- c)

For & on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd.

Signature of the competent Authority.....

Designation of the competent Authority.....

Dated .....



General  
Rules &  
Directions

1. All work proposed for execution, tender or by tender pasted in public places and signed by the officer inviting tender or by publication in News papers and the internet as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately either by one or all the partners or person duly authorised by the partners, it must be signed on behalf of the firm by a person holding the requisite authorisations, such authorisations to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment on account of work done, when executed by a firm, must also be signed by one or all the partners or a duly authorised signatory of the firm.

Applicable for  
Item Rate  
Tender only  
(Form- 3)

4. 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. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender two or more works shall submit separate tenders for each; with the nature and number of works to which they refer on the envelope.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

Applicable for  
Percentage  
Rate Tender  
only  
(Form- 2)

4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule- A, he will be willing to execute the work Tenders, which propose any alteration in the work specified in the said form of invitation tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, 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 separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelope.

If for any special reasons, the contract provides for the payments for work done to be made at a specified percentage below or above the rates entered in the sanctioned estimate of the work (or the Scheduled of Rates), it should be stated in clear terms in

ANAN G N I C A C

Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/9

the contract that the deductions or additions, as the case may be of the percentage, will be calculated on the gross, and not the net amounts of the bills for work done and in fixing the percentage it should be borne in mind that the calculations will be made.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the office inviting tender or a duly authorized person.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. For works of sensitive nature the tenderers shall sign a declaration under the Official Secrets Act 1923, for maintaining secrecy of the tender documents drawing or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawing given to them.
10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy if any discrepancy found or the rates which correspond with the amount worked out of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

Applicable for  
Item Rate  
Tender only  
(Form- 3)

- 10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words so that there is no discrepancy.

Applicable for  
Percentage  
Rate Tender



'Rupees' should precede and the word 'Paise' should be written only if the rate is in whole rupee and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

Applicable for  
Percentage  
Rate Tender  
only ( Form- 2)

- 12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and word P after the decimal figures, e.g. 'Rs 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'paise' should be written at the end.

The Quoted rate less than x % below the BOQ cost will be unworkable and bid will be rejected where  $x = 10\%$ ; if materials will not be issued by the employer. And if materials will be issued by the employer then


$$X = (A - B) / A \times 10\%$$

Where A = BOQ Cost

B = Cost of materials stipulated to be issued by the employer.

Where the value of X will not be less than 10% in other words it will be within 10 to 15%

13. (i) The contractor whose tender is accepted, will be required to furnish performance guarantee of 2 (two percent) including earnest money of the tendered amount within specified period. This guarantee shall be in the form of or Bank guarantee from any Nationalised / schedule bank in the State for works of more than one crore.
- (ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 8 % of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales-tax, purchase tax, turnover tax, service tax, entry tax royalty or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of both gazetted and non-gazetted BSEIDC employees related to him posted in the division, if any.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the

  
(Seal & Signature of Tenderer)

Chief Engineer  
B.S.E.I.D.C. Ltd, Patna



BSEIDC, Patna Tender : Construction of CDPO Building in Bihar, Pipra  
same work. Failure to observe this condition.

same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work	Name of Particular of Div. where work is	Value of Work	Position of work in Progress	Remarks
1	2	3	4	5

- i) The expression 'works' 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 or additional.
- ii) The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii) The Contractor shall mean the individual, firm or company, whether incorporate or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm of company.
- iv) The Engineer-in-Charge means the Engineer officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd. as mentioned in Schedule 'F' hereunder.
- v) Corporation shall mean the Bihar State Educational Infrastructure Development Corporation Ltd..
- vi) Excepted Risk are risks due to riots (other than those on account of contractor employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority Provided that the contractor is also to show that he has taken all due precautions to avoid / un minimise any adverse after / damage from the above or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a caused solely due to Government's faulty design of works.
- vii) Bill of quantity means the price and completed Bill of Quantities forming part of the Bid.
- viii) The Defect liability certificate is the certificate issued by Engineer-in-Charge after defect liability period has ended and upon correction of defects by the contractor.
- ix) The defect liability period will be decided by the Corporation for different nature of works from date of completion of the work and must be mentioned in the agreement.
- It will be decided by the Corporation for different nature of work from time to time as mentioned in contract Data.
- x) The intended completion date is the time intended to complete the work by the contractor.
- xi) The start date is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession date.

*AN AN gnic Ate*  
(Seal & Signature of Tenderer)

**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**



Scope and  
Performance

3.

- xii) A sub contractor is a person or corporate body who has a contract with the contractor to carry out a part of the construction work in the contract, which includes work on the site.
- xiii) Temporary works are works designed, constructed, installed and removed by the contractor that are needed for construction or installation of the works.
- xiv) Market Rate shall be the rate as decided by the competent authority on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- xv) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to date of receipt of the tender.
- xvi) Corporation means Bihar State Educational Infrastructure Development Corporation Limited, which invite tenders on behalf of Competent Authority of Corporation as specified in schedule 'F'.
- xvii) Specifications means the specifications followed by relevant department of the Government of India / State Government.
- xviii) Tender value means the value of the entire work as stipulated in the letter award.

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4.

Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be  
carried out :

6.

The work to be carried out under the Contract shall, except as otherwise provided these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency  
of Tender


7.


The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.



**Signing of  
Contract**

- contract, the Accepting Authority shall be the accepting authority and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer/contractor, after submitting the performance guarantee i.e. within 7 days of receipt of letter of acceptance shall attend the office of the Engineer-in-Charge for authentication signing and completion of the contractor document and execute the agreement consisting of :-
- i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - ii) Standard P.W.D. Form as mentioned in Schedule 'F' consisting of :  
Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
  - iii) Drawing.

  
(Seal & Signature of Tenderer)

  
**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**  
Zhan.

**CLAUSE OF CONTRACT****CLAUSE 1****Performance Guarantee**

- (i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 2% (Two percent) of the tendered amount including earnest money in the shape as mentioned in the Bihar Financial Rules or Bank Guarantee (for work costing more than one crore) or any other deposits mentioned for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in scheduled 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of N.S.C. of Post Office/ Pledged in favour of department; D.D. of any Scheduled Bank or State Bank of India or Bank Guarantee (for work costing more than Rupees one Crore.
- (ii) The performance Guarantee shall be initially valid up to 28 days beyond the defect liability.
- (iii) The Engineer-in-Charge shall not make a claim under the Performance guarantee except for amounts to which the Corporation is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.
  - (b) Failure by the contractor to pay the Corporation any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
  - (c) Failure by the contractor to rectify any defects as defined in the defect liability clause in the schedule – F of contract data to the satisfaction of the Engineer incharge.
- (iv) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Bihar.

**CLAUSE 1 A****Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Corporation at the time of making any payment to him for work done under the contract to deduct a sum at 8 % (eight percent) from the gross amount of each running bill till full amount of security deposit 10% (ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work is less than 10% of agreement value, the security deposit shall be recovered in full.



**Damage**

amount calculated at the rates stipulated below as Consultant (Technical) (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- i) *Compensation  
for delay of work  
@ 2 % per month of delay to be computed on per Day basis*

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation. In case, the contractor dies not achieve a particular milestone mentioned in schedule- F, or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**CLAUSE 2A**

**Incentive  
for early  
completion**

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

**CLAUSE 3**

**When Contract  
can be  
Determined /  
Rescinded**

Subject to the other provisions contained in this clause the Engineer-In-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases

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(Seal & Signature of Tenderer)

*Chief Engineer*  
**B.S.E.I.D.C. Ltd, Patna**



- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wind up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- vi) If the contractor commits any acts mentioned in Clause 21 hereof:
- vii) If the work is not started by the contractor within 1/8<sup>th</sup> of the stipulated time subject to the maximum of 45 days.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Corporation shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation.


#### CLAUSE 4

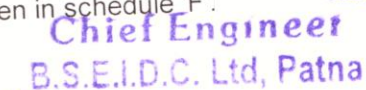
**Contractor liable to pay compensation even if action not taken under Clause 3** In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work. or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### CLAUSE 5

**Time and Extension for Delay** The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely.

- 5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Employer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna



5.2 If the work(s) be delayed by.

- i) force majeure, or
- ii) Serious loss or damage by fire, or
- iii) Civil commotion, local.
- iv) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- v) non-availability of stores, which are the responsibility of Employer to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by Employer or
- vii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for the rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the hindering event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

5.5 The basic centerlines, reference points and benchmarks will be fixed by the Corporation. The contractor shall establish at his own cost at suitable points, additional reference lines and bench marks as may be necessary and instructed by the Engineer-in-charge. The contractor shall remain responsible for the sufficiency and accuracy of all the bench marks and reference lines.

#### CLAUSE 5A

The Engineer may require the contractor to attend a progress review meeting during execution of work.



If for any reason the contractor or his authorized representative, the Engineer-in-Charge or his work of recording measurements is suspended by the Corporation shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels.



Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of India Standards and if for any item no such standard is available then a mutually agreed method as approved by the Corporation shall be followed.

The contractor shall give not less than seven days notice to the Engineer-in-Charge or his authorized representative 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 dimension thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement defects noticed till completion of the defects liability period.

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  


## CLAUSE 7

Payment on  
Intermediate  
Certificate to be  
Regarded as  
Advances

No payment shall be made for work for less than the estimated work of Rs. 2.5 lacs till the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 2.5 lacs the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Corporation in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the Corporation, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per clause - 2, without prejudice to the right of the Corporation to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

## CLAUSE 8



rubbish etc. and dispose of the same as he thinks fit in respect of scaffolding or surplus aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

#### CLAUSE 8A

**Contractor to  
Keep Site Clean**

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

#### CLAUSE 8 B

**Completion Plans  
to be Submitted  
by the Contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 1972 and (Part-II External) 1974 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer/Chief Consultant(Technical) concerned and in this respect the decision of the Superintending Engineer/ Chief Consultant (Technical) shall be final and binding on the contractor.

#### CLAUSE 9


**Payment of  
Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

i) If the Tendered value of work is up to Rs. 1 crores : 2 months

ii) If the Tendered value of work exceeds Rs. 1 crores : 4 months

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/11/20



**CLAUSE 9 A****Payment of  
Contractor's  
Bills to  
Banks**

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Corporation or his signature on the bill or other claim preferred against Corporation before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharges through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Governor of Bihar.

**CLAUSE 10****Materials  
supplied by  
Corporation**

Materials which the Corporation will supply in rare case are shown in schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall

to account for contravention of the terms of the licences or permit and/or for breach of trust, be liable to the Corporation for all advantages or profits resulting or which in the usual course would have resulted to him by reason or such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Corporation within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue. Quantities issued in excess of requirement with respect to work done and not returned back to the department, recovery will be made of double of issue rate.

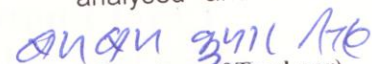
#### CLAUSE 10 A

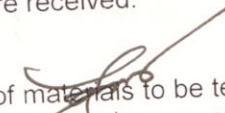

Materials to  
be provided  
by the  
Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those, which are stipulated, to be supplied by the Corporation.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within fifteen days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether sample are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  




represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all time have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall borne by the Contractor.

#### CLAUSE 10 B

- Secured Advance  
on Non-perishable  
Materials**
- i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Superintending Engineer / Chief Consultant(Technical) of the Corporation nonperishable, non-fragile and noncombustible and are in accordance with the contract and on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any or the clause or clauses of this contract.
  - ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee/ Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his discretion.



Valuer recognized by the Central Board of Valuers, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on the plant and equipment of a value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same only after approval from Engineer-in-Charge.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer in Charge, and
3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and from work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

**Interest &  
Recovery**

- iv) The mobilization advance and plant and machinery advance in (ii)&(iii) above bear simple interest and should be equal to the prevailing rate of interest charged by the bank as mentioned in contract date schedule 'F' and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of the installment.

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(Seal & Signature of Tenderer)

*[Signature]*  
**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**  
*[Signature]*

- v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Chief Executive Officer.
- vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.
- vii) Any materials including tools plants equipments etc brought to the site shall not be removed from the sites without the written permission of the Engineer-in-charge.

**CLAUSE 10 C****Payment on  
Account of  
Increase in  
Prices/Wages  
due to Statutory  
Order(s)**

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any law or statutory rules or order (but not due to any changes in sales tax) and such decrease in the prices and/or wages prevailing at the time of receipt of the tender for the work. The Corporation shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause-10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the price of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Corporation, and further shall, at the request of the Engineer-in-Charge, maintain such books of account and other documents in such form and manner as may be required by the Corporation.



tender.

If after submission of the tender, the prices of cement and/or steel reinforcement bitumen incorporated in the works (not being a material stipulated from the Engineer-in-Charge's stores in accordance with the Clause 10 thereof) is decreased, Corporation shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement and/or Steel reinforcement bars/ bitumen as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars/ bitumen issued under authority of Schedule of Rate Committee.

The increase/decrease in prices shall be determined by the All India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars / bitumen as issued under authority of Schedule of Rate Committee as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement or steel reinforcement bars / bitumen and will be worked out as per the formula given below:-

#### Adjustment for cement component

- (i) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_0 = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

$V_0$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

$R$  = Value of the work.

$C_0$  = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

$C_1$  = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_c$  = Percentage of cement component of the work.

#### Adjustment for Steel component

- (ii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

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(Seal & Signature of Tenderer)

*Handwritten signature*  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
*24/01*



$V_s$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

$S_0$  = The all India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India New Delhi.

$S_1$  = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

$P_s$  = Percentage of Steel component of the work.

Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

#### Adjustment of bitumen component

(iii) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

$B_0$  = The office retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_1$  = The official retail price of bitumen of IOC depot at nearest center for the 15<sup>th</sup> day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work.

#### CLAUSE 10 CC

Payment due to increase / Decrease in Prices / Wages after receipt of tender (Time of completion more than 18 months)

Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data :

(a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) Following expressions and meanings are assigned to the work done during each month:

$R$  = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

(c) To the extent that full compensation for any variation of the work done during the month shall be paid to the contractor.

preceding the date of opening of Bids as published by Labour Ministry of Labour, Government of India.

$L_1$  = The consumer price index for industrial workers for the State for the under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

$P_1$  = Percentage of labour component of the work.

#### Adjustment for cement component

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_0 = 0.85 \times P_0 / 100 \times R \times (C_1 - C_0) / C_0$$

$V_0$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

$C_0$  = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

$C_1$  = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_c$  = Percentage of cement component of the work.

#### Adjustment for Steel component

(iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$


$V_s$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.



$S_0$  = The all India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India New Delhi.

$S_1$  = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

$P_1$  = Percentage of labour component of the work.

Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  


**Adjustment of bitumen component**

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

$B_0$  = The office retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_1$  = The official retail price of bitumen of IOC depot at nearest center for the 15<sup>th</sup> day of the month under consideration.

$P_1$  = Percentage of bitumen component of the work.

**Adjustment of POL (fuel and lubricant) component**

- (v) Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula.

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

$V_f$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

$F_0$  = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 28 days prior to the date of opening of Bids.

$F_1$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15<sup>th</sup> day of month of the under consideration.

$P_1$  = Percentage of fuel and lubricants component of the work.

Note : For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

**Adjustment for Plant and Machinery Spares component**

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula :

$$V_p = 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$$

$V_p$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares.

$P_0$  = The all India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development Government of India, New Delhi.

$P_1$  = The all India average wholesale price index for heavy machinery and parts for the month under consideration.



$M_0$  = The all India wholesale price index preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

$M_1$  = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_1$  = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

1.	Labour - $P_1$	25 %
2.	Cement - $P_c$	5 %
3.	Steel - $P_s$	5 %
4.	Bitumen - $P_b$	10 %
5.	POL - $P_f$	5 %
6.	Plant & Machinery Spares - $P_p$	5 %
7.	Other materials - $P_m$	45 %
		Total 100%

(viii) In contract where clause 10CA is applicable, this clause 10CC will not be applicable and in contract where this clause 10CC is applicable previous clause 10CA will not be applicable.

#### CLAUSE 10 D

**Dismantled Material Govt. Property** The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Employer's property and such materials shall be disposed off to the best advantage of Employer according to the PWD codal provision.

#### CLAUSE 11

**Work to be Executed in Accordance with Specifications, Drawings, Orders etc.** The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specification, designs, drawings and instruction as are not included in the standard specifications of Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in

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*Chief Engineer*  
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so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## CLAUSE 12

### Deviations/ Variations Extent and Pricing

The Engineer-in-Charge (As per codal provision) shall have power (i) to make alternation in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge after approval from competent authority and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :
- In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
  - 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge after approval from competent authority

- 12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge after approval from competent authority shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the market rate.



12.3 The provisions of the limits laid down in Schedule 'F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates as per power delegated in PWD Code for the work in question within one month of expiry of the said period of fifteen days having regard to the market rates or current schedule of rate.

12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer / Chief Consultant (Technical) is authorized for consideration of such claims on merits.

12.5 For the purpose of operation of Schedule 'F' the following works shall be treated as works relating to foundation :

- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
- iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
- iv) For Roads all items of excavation and filling including treatment of sub-base.

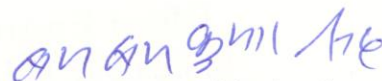
12.6 Any operation incidental to or necessary has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

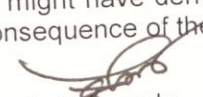

### CLAUSE 13

#### Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates for works executed at site only.

  
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Cancellation of If the contractor :

contract in full or i)  
part

- i) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
- ii) Commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- iii) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- iv) Shall offer or give or agree to give to any person in Government / Corporation service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government / Corporation; or
- v) Shall enter into a contract with Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- vi) Shall obtain a contract with Corporation as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with small

loss of damage suffered by Corporation. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or which may be suffered by the Corporation as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Corporation in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 31 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance is outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

#### CLAUSE 15


##### Suspension of Work

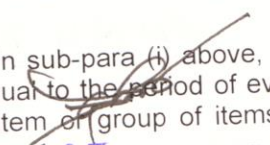
- i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons :

- a) on account of any default on the part of the contractor or;
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of

  
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work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

#### CLAUSE 16

Action in case  
Work not done  
as per  
Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorised subordinates in charge of the work and all the superior officers, officer of the Quality Control Organisation of the Corporation and of the Cabinet (Technical) Vigilance, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions of have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his higher authority or his authorised subordinates in charge of the work or to the Cabinet (Technical) Vigilance or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or article provides by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within the period specified in schedule – F of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### CLAUSE 17

Contractor  
Liable for  
Damages,  
defects during  
maintenance  
period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall be done to any part of the building or any part of the premises on which the work is being executed, the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.



Contractor to  
Supply Tools &  
Plants etc.

CLAUSE 18  
The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from 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, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at case to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### CLAUSE 18 A

Recovery of  
Compensation  
paid to Workman

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensations Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the right of the Government under sub-section (2) of section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

#### CLUASE 18 B

Ensuring Payment  
and Amenities to  
Workers if  
Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by P.W.D. Contractors, Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970,

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Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

**CLAUSE 19****Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid licence under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

**CLAUSE 19 A**

No labour below the prescribed age shall be employed on the work.

**CLAUSE 19 B****Payment of Wages****Payment of wages :**

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.



weekly holidays to any labours and pay the same to the persons thereto from any money due to the contractor by the Engineer-in-Charge concerned.

- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi) The contractor shall indemnify and keep indemnified Government again payments to be made under and for the observance of the laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### CLAUSE 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### CLAUSE 20

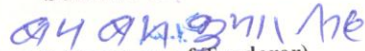
Minimum wages Act to be complied with.

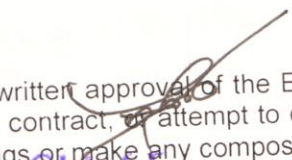
The contractor shall at least pay and comply with all the provisions of the Minimum wages Act s and rules framed there under other labour laws related to contract labour .

#### CLAUSE 21

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with

  
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his creditors or attempt to do so, or if any bribe, 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 agent to any public officer or person in the employ of Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the M.D. of Corporation shall have power to adopt the courses specified in Clause 3 hereof in the interest of Corporation and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.

**CLAUSE 22****Compensation**

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 Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**CLAUSE 23****Changes in  
firm's  
Constitution to  
be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 thereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**CLAUSE 24****Approval of  
Engineer In  
charge**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**CLAUSE 25****Settlement of  
Disputes &  
Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

Sub Para (i) above disputes or difference shall be referred for adjudication through arbitrator appointed by Managing Director of the Corporation. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Executive Officer of the appeal.

It is also a term of this contract that no person other than a person appointed by Managing Director of the Corporation as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitrator at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 45 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

All arbitration shall be held at PATNA and at no other place.

#### CLAUSE 26

The contractor shall fully indemnify and deep indemnified the M.D. of Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be

Contractor to  
indemnity Govt.  
against Patent  
Rights

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payable in respect of any article or part thereof included in the contract. In the event of any claims made under the action brought against Government in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the M.D. of Corporation if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

**CLAUSE 27****Lumpsum  
Provisions in  
Tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or 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 lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**CLAUSE 28****Action where no  
Specifications  
are specified**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications, Indian Road Congress for road works and Indian Building Congress for building works or any central government agency. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications. If not available then as per Corporation / Building Construction Department Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 29**

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Corporation shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Corporation shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Corporation shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Corporation or any contracting person through the Engineer-in-Charge of the Corporation or any contraction person through the Engineer-in-Charge pending finalisation of adjudication of any such claim.



it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Corporation to the contractor, without any interest thereon whatsoever.

#### CLAUSE 29 A

Lien in respect of  
claims in other  
Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Corporation or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Corporation or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Corporation will be kept withheld or retained as such by the Engineer-in-Charge or the Corporation till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### CLAUSE 30

Unfiltered  
water  
supply

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

#### CLAUSE 31

Return of  
surplus  
material

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Corporation either by issue from Corporation stocks or purchase made under orders or permits or licences issued by Corporation the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Corporation and return, if

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(Seal & Signature of Tenderer)

*Chief Engineer*  
B.S.E.I.D.C. Ltd, Patna  
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required by the Engineer in Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer in Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer in Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the licence or permit and/or for criminal breach of trust, be liable to Corporation for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### CLAUSE 32

#### Hire of Plant & Machinery

- i) The contractor shall arrange at his own expense all tools, plant machinery and equipment (hereinafter referred to as T & P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from the T & P available will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.
- ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Corporation.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any



safeguard and security of plant and machinery. The contractor shall sign an agreement indemnifying the Corporation against any loss or damage caused to the plant and machinery either during transit or at site of work.

- vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer in Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period or 8 hours a day. In that case the hourly hire charges for overtime to charge (1/8)th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/Wash out irrespective of the period employed in servicing.
- ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer in Charge the work or a portion of work for which the same was issued is completed.
- x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Corporation and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
  - a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any item to be consolidated for each roller day shall also be same as in Annexure to Clause 34(x). For less use of rollers recovery for the less roller days shall be made at the stipulated issue rate.
- xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts,

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and for all losses due to him failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

- xiii) The contractor will be exempted for levy of any hire charges for the number of days he is called upon in writing by the Engineer in Charge to suspend execution of the work provided Corporation plant and machinery in question have, in fact remained idle with the contractor because of the suspension.
- xiv) In the event of the contractor not requiring any item of plant and machinery issued by the Corporation though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without in any way affecting the right of the Engineer in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

### CLAUSE 33

#### Contractors Superintendence, Supervision, Technical Staff & Employees

##### Employment of Technical Staff and employees

- i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor along with bidding of the tender, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in charge of the work. If there is any change then the new incumbents qualifications and experience shall not be lower than specified in Schedule in I.T.B. (Annexure - 2). The Engineer-in-Charge shall within 15 days of issue of letter of acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority / Chief Consultant Officer (Technical) shall be final and binding on the contractor in this respect. Technical staff shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, there shall be


- required by the Engineer-in-Charge.
- ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.
- The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.
- The Engineer in Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.


#### CLAUSE 34

- i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor according to law in effect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand chips bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

#### CLAUSE 35

- Conditions for reimbursement of levy/taxes if levied after receipt of tenders**
- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer in-Charge ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Government and/or the

  
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Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### CLAUSE 36

##### Imprisonment of Contractor

If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the department shall be at liberty.

- (a) To give such liquidator, receiver, or other person in whom the contract may become vested, the option of carrying out the contract or a portion thereof to be determined by the department, subject to his providing an appropriate guarantee for the performance of such contract or.
- (b) To terminate the contract, forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the relevant clauses of the contract.

#### CLAUSE 37

##### Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Competent Authority on behalf of the BSEIDCo. shall have the option of terminating the contract without compensation to the contractor after the affidavit of his/their legal heir/heirs that they are not going to be in this profession in future.

#### CLAUSE 38

##### If relation working in BSEIDCo. then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the BSEIDCo. (responsible for award and execution of contracts) in which his near relative is posted as as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the BSEIDCo.. Any breach of this condition by the contractors of this Corporation shall lead to blacklisting. If the contractor is registered in any other department, he shall be debarred from tendering in BSEIDCo. for any breach of this condition.

NOTE : By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in law.

#### CLAUSE 39

##### No-Gazetted- Engineer to work as Contractor

No engineer of gazetted rank of other gazetted officer employed in engineering of administrative duties in an engineering department of the Government of Bihar shall work as a contractor.



cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and categoriwise separately.

c) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer in Charge within fifteen days of the issue of written notice by the Engineer in Charge to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer in Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor

For not scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### CLAUSE 41

Release of  
Security  
deposit

On completion of the whole of the work, half of the total amount of security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period and after the Engineer has certified that all defects notified by him to the contractor before the end of this period have been corrected and also after recovery of any dues.

#### CLUAUSE 42

Responsibility  
of Technical  
Staff and  
employees

Technical officers / staff deployed by the Contractor at any construction site will also be responsible for inferior quality / poor performance of any work and his name will be circulated to all works Department of the State Govt. to debar from any other site, if his name is being proposed by other contractor.

#### CLAUSE 43


Contractor's  
Risks


All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

#### CLAUSE 44

Insurance

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks :

  
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- (a) loss of or damage to the Works, Plant and Materials ;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alteration to the terms of an insurance shall not be made without the approval of the Engineer.

Both parties shall comply with any conditions of the insurance policies.

#### CLAUSE 45

Cash Flow  
Estimate to  
be Submitted

The Contractor shall, within the time stated in special Conditions of contract after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer. in charge

#### CLAUSE 46

Safety, Security  
and Protection of  
the Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein :

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watchmen and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

#### CLAUSE 47

Cost of  
Samples

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.



of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case department will bear the cost.

#### CLAUSE 50

**Commencement  
of Works**

The contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to Tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

#### CLAUSE 51

**Substantial  
completion of  
parts**

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

#### CLAUSE 52

**Force Majeure**

**Force Majeure**

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of GOD such as Unprecedented flood, Volcanic eruption, Earthquake or other convulsion of nature and other acts such as general/ partial strikes by a section of government employees/ invasion, the act of foreign countries/ hostilities or war like operations before or after declaration of war, rebellion/ military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

#### CLAUSE 53


**Recovery**

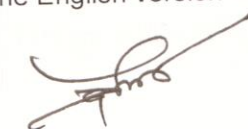

**Force Majeure**

Any amount found recoverable from the contractor shall be recovered as public demand under the Bihar Public Demand Act. without prejudice to any other mode of recovery.

**NOTE :**

In case of difference or ambiguity in Hindi and English version, the English version will prevail.

  
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SECTION 4  
CONTRACT DATA  
(PROFORMA OF SCHEDULES)

No.	Description and reference to book of specification)	Quantity	Unit	In figure	In words	
				5	6	
1	2	3	4			7

#### SCHEDULE 'B' : N.A.

Schedule of materials to be issued to the contractor.: X

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

#### SCHEDULE 'C' : N.A.

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charge per day	Place of Issue
1	2	6	7

#### SCHEDULE 'D' : N.A.

Extra schedule for specific requirements/ document for the work, if any.

#### SCHEDULE 'E' :

Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.

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(Seal & Signature of Tenderer)

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**Chief Engineer**  
**B.S.E.I.D.C. Ltd, Patna**  
*[Signature]*

CLAUSE 10 CC

Component of Cement- expressed as percent of total value of work.	Pc	N.A.
Component of Steel- expressed as percent of total value of work.	Ps	N.A.
Component of civil (except cement & steel)/ Electrical construction Materials expressed as percent of total value of work-	Pm	N.A.
Component of Bitumen - expressed as percent of total value of work.	Pb	_____X_____ %
Component of Labour- expressed as percent of total value of work.	P1	_____N.A._____ %
Component of P.O.L. - expressed as percent of total value of work.	Pf	_____N.A._____ %
Component of Plant & Machinery - expressed as percent of total value of work.	Pp	_____N.A._____ %

SCHEDULE 'F'

Reference to General Condition of Contract.

Name of work: Construction of C.D.P.O Building at Pipra in Bihar,  
Estimated cost of work : Rs. 14093689 (One Crore Forty Lacs Ninety Three Thousand Six  
Hundred and Eighty Nine Only.)

- Earnest money : Rs. 2.82 Lac (Rupees Two Lac Eighty Two Thousand Only).
- Performance Guarantee: 2% of tendered value including earnest money.
- Security Deposit : 8 % of tendered value.e
- Defect Liability period: Three Years.
- Rate of Interest : 14.5 %

GENERAL RULES AND :  
DIRECTIONS

Officer inviting tender : Chief Engineer, BSEIDC.  
Maximum percentage for quantity of  
items of work to be executed beyond  
which rates are to be determined in  
accordance with Clauses 12.2 & 12.3

See below

Definitions:

2(v) Engineer-in-Charge

Executive Engineer (Civil).



Clause 2

Authority for fixing compensation  
under clause 2.

Chief Engineer, BSEIDC

Clause 2A

Whether Clause 2A shall be applicable

Yes

Clause 5

Number of days from the date of issue of  
notice to start.

07 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
.			
.			

AND

Sl. No.	Financial Progress	Time allowed (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 <sup>TH</sup> (of whole work)	1/4 <sup>TH</sup> (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 <sup>TH</sup> (of whole work)	1/2 <sup>TH</sup> (of whole work)	
3.	3/4 <sup>TH</sup> (of whole work)	3/4 <sup>TH</sup> (of whole work)	
4.	Full	Full	

Time allowed for execution of work

12 Months.

Authority to give fair and reasonable  
extension of time for completion of work.

Chief Engineer, BSEIDC, Patna.

Clause 7

Gross work to be done together with net

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Chief Engineer  
S.E.I.D.C. Ltd, Patna  
24/11/17

payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

1% of Agreement Value.

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column

\_\_\_\_\_ months

Clause 11

Specifications to be followed for execution of work

\_\_\_\_\_ Yes \_\_\_\_\_

Clause 12

Deviation, variation  
Extent and pricing.

As per P.W.D. Code  
clause 182A, 292XII,  
293XVII & 294XVI

Clause 16

Competent Authority for  
deciding reduced rates.

Chief Engineer

- The following document also form part of the contract.
- The law, which applies to the contract, is
- The court of jurisdiction
- The Language of contract document
- The limit of sub-contracting
- The Currency of the Contract is

SBD , NIT & B.O.Q.

The Law of Union of India.

Patna.

English

\_\_\_\_\_ X \_\_\_\_\_

Indian Rupees

SECTION 5  
SPECIAL CONDITION OF CONTRACT  
(Condition of Particular Application)

  
(Seal & Signature of Tenderer)

  
**Chief Engineer**  
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SECTION 6  
TECHNICAL SPECIFICATION  
(Along with Basic drawings)

SECTION 7  
BILL OF QUANTITY  
(Attached with Financial bid)

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(Seal & Signature of Tenderer)

  
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B.S.E.I.D.C. Ltd, Patna  
24/01

## BILL OF QUANTITIES

### Preamble


1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification issued by the department / Corporation time to time.
9. Errors will be corrected by the Employer.



(ATTACHED with  
Financial bid)

Note :

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities
2. Unit rates and prices shall be quoted by the bidder in Indian rupee
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  


SECTION 8

SECURITIES AND OTHER FORMS

(to be filled by Bidder/Employer)

KNOW ALL that \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [name of country] having  
our \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Bank")  
are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the  
Employer") in the sum of \_\_\_\_\_ \*for which payment well and  
truly to be made to the said Employer by the Bank itself, his successors and assigns by  
these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are :


- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

*ANAN GUIL 174*  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
*2/Jan*



This Guarantee will remain in force up to and including the date \_\_\_\_\_\*\* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE

WITNESS \_\_\_\_\_  
\_\_\_\_\_

SEAL

\_\_\_\_\_  
[Signature, name and address]

\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

\*\* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Contractor] (hereinafter called "the Contractor")  
No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_  
[name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_  
\_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_


Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/11

## UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT

To

\_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contractor]

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance payment") of the above-mentioned Contract, \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of Guarantee]\* \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,



which expression shall mean the one part and the Employer of the other part.  
executors, administrators and assigns) or the one part and the Employer of the other part.

Whereas by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees \_\_\_\_\_ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on \_\_\_\_\_ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows :

- (1) That the said sum of Rupees \_\_\_\_\_ so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the

*Anjan Ghose*  
(Seal & Signature of Tenderer)

*[Signature]*  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna

Contractor solely in the Execution of the said works in accordance with the directions of the Engineer.

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to made recovery from the Contractor's bill for such payment by deducting there from the value of the said materials that actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees

(b) and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these present and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

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(Seal & Signature of Tenderer)



Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/11



**Letter of Acceptance**

(Letterhead paper of the Employer)

\_\_\_\_\_(Date)

To

\_\_\_\_\_(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the  
\_\_\_\_\_(name of the contract and  
identification number, as given in the Instructions to Bidders) for the Contract Price of  
Rupees \_\_\_\_\_ (\_\_\_\_\_) (amount  
in words and figures), as corrected and modified in accordance with the Instructions to  
Bidders<sup>1</sup> is hereby accepted by our agency.

We accept/ do not accept that \_\_\_\_\_ be appointed as the  
Adjudicator<sup>2</sup>. You are hereby requested to furnish Performance Security, in the form  
detailed in Para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ within 21 days of  
the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects  
Liability Period i.e. up to \_\_\_\_\_ and sign the contract, failing which  
action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and address of the Contractor)


Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1  
and signing of the Contract for the construction of \_\_\_\_\_  
\_\_\_\_\_ at a Bid  
Price of Rs. \_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in  
accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized  
to sign on behalf of Employer)

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/01

## Agreement Form

## Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) [hereinafter called "the Contractor"] hereinafter called "the Contractor" of the other part.]

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs. \_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

- (i) Letter of Acceptance
- (ii) Notice to proceed with the works;
- (iii) Contractor's Bid





Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of :

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

  
(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
2/12

## UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ agree to abide by this bid for a period \_\_\_\_\_ days for the  
date fixed for receiving the same and it shall be binding on us and may be accepted at any  
time before the expiration of that period.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)


\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

SECTION 9  
DRAWINGS  
(To be Attached)

(Seal & Signature of Tenderer)

  
Chief Engineer  
B.S.E.I.D.C. Ltd, Patna  
24/11