भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

क्रम संख्या 444 दिनांक 24/4/2017 मूल्य 1000 राशि संख्या X 857/956

क्रेता का नाम एवं पता Mohan Prasad Developers

सिद्धनाथ गुप्ता
मुद्रांक विक्रेता, समाहरणालय, पटना
ला०नं०-56/90

AGREEMENT No. 22 SBD of 2017-18.

Name of Work	:	Construction of Examination Hall in Saran Commissionary Headquarters district, Chhapra in the State of Bihar.
Name of Agency	:	Mohan Prasad Developers & Constructions Pvt. Ltd.
Date of Commencement	:	26-04-2017
Time of completion	:	Eighteen Months
Estimate Cost	:	Rs. 12,19,68,165/-
Agreement Value	:	Rs. 10,97,71,348/- (10.00% below BOQ rates)
Earnest Money	:	
Performance Security	:	Rs. 62,20,000/- (Details attached)

This agreement, made the 26th April....., 2017 between Bihar State Educational Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and **Mohan Prasad Developers & Constructions Pvt. Ltd., Ashok Nagar, Road No.-8, Ram Lakhan Path, Kankarbagh, Patna, Bihar** hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute **Construction of Examination Hall in Saran Commissionary Headquarters district, Chhapra in the State of Bihar** 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. 10,97,71,348/- (Rupees Ten Crore Ninety Seven Lacs Seventy One Thousand Three Hundred Forty Eight Only.)**

26/04/2017

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

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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X 857/956

सिद्धनाथ गुप्ता
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26/04/2017

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

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

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.....

26/04/2018

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

26/4/18

Managing Director

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

26/4

Performance Security

Name of Agency – "Mohan Prasad Developers & Construction Pvt. Ltd."

Performance Security of "Mohan Prasad Developers & Construction Pvt. Ltd." of "Examination Hall-Saran, Chhapra"

BG No.	DOI	Amount
170140IBGP00034	10.04.17 To 09.04.20	6220000.00

(Rupees Sixty Two Lacs Twenty Thousands Only)

26/4/17

24/04/17

26/04/2012

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
26/4/17
Managing Director

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
26/4

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(A Govt. Of Bihar Undertaking) 4
Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus ,Acharya Shiv Pujan Sahay Path, Saidpur, PATNA-800004. (Tel. No: 0612-2910314)
Cor. ID. No.: U80301BR2011SGC015859, e-mail: bseidc@gmail.com, website; www.bseidc.in, Fax No.: 0612-2660256

Letter of Acceptance

Letter no :- BSEIDC/FIN/2632/2016-17/- 9148 Date 29.9.16

To,

Mohan Prasad Developers & Construction Pvt. Ltd.
Ashok Nagar, Road No.-8, Ram Lakhan Path,
Kankarbagh, Patna-20.

Dear Sir,

This is to notify you that your Bid dt. 31.08.2016 for execution of **"Construction of Examination Hall in Saran Commissionary Headquarters district, Chhapra"** 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. 10,97,71,348=00 (Rs. Ten Crore Ninety Seven Lacs Seventy One Thousand Three Hundred Forty Eight Only)**

You are hereby requested to furnish performance security including additional security in the form detailed in I.T.B. para 31.1, 27.4 and clarification issued thereon by RCD, Govt. of Bihar, vide letter no. 3376 (E) dt. 17.08.2010, for an amount equivalent to **Rs. 62,20,000=00 (Rs. Sixty Two Lacs Twenty 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 and sign the contract, failing which action as stated in Para 31.3 of ITB will be taken.

Yours faithfully
29-9-2016
(Brajesh Prasad)
Chief Consultant (Technical)

Memo no: BSEIDC/FIN/2632/2015-16/- 9148 Date: 29.9.16

Copy forwarded to :Senior Account Officer, BSEIDC, Patna for necessary action.

29-9-2016
Chief Consultant (Technical)

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
26/4/18
Managing Director

26/9
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
26/4

5

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)
Cor. ID: U80301BR2011SGC015859, e-mail: bseidc@gmail.com, website: www.bseidc.in, Fax No.: 0612-2660256

Letter no.: BSEIDC/NIT/2016-17/- 7914 Patna, Date : 31.08.16

CORRIGENDUM NOTICE NO.- 1

With reference to **N.I.T. No. 21/2016-17, Dated-20.07.2016** through e-tendering **website: www.eproc.bihar.gov.in** for the **"Construction of Examination Hall in Darbhanga Commissionary Headquarters district, Darbhanga, for SL. No.-4 "**, amendments have been made for Carriage of Material in BOQ and its Tender Date has been extended as below:-

1.

Existing provision of BOQ						Revised Provision of BOQ			
SL. no.	Item of work	Qty.	Unit	Rate (Rs.)	Amount (Rs.)	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
29 of PHD work	Stone Chips	3987.654	M^3	212.40	**846977.71**	3987.654	M^3	**1401.54**	**55,88,856.59**
		Total Estimated Cost			**15,23,18,480**	**Revised Estimated Cost**			**15,70,60,359**

2.

SL. no.	Existing provision	Amended provision
i	Period of downloading of Bid document dated: **16.08.2016 to 30.08.2016, 15:00 Hrs.**	Period of downloading of Bid document dated: **16.08.2016 to 04.09.2016, 15:00 Hrs.**
ii	Last date & time for uploading of Bids on dated: **31.08.2016 , 15:00 Hrs.**	Last date & time for uploading of Bids on dated: **05.09.2016 , 15:00 Hrs.**
iii	Time and date for opening of Technical Bids on dated:**02.09.2016, 16:30 Hrs.**	Time and date for opening of Technical Bids on dated: **08.09.2016, 16:30 Hrs.**
Iv	Time and date for opening of Financial Bids on dated: **13.09.2016, 15:30 Hrs.**	Time and date for opening of Financial Bids on dated: **13.09.2016, 15:30 Hrs.**
v	The Cost of BOQ and EMD will be accepted up to **08.09.2016, 15:00 Hrs.**	

The other terms and conditions will remain unchanged.

31-08-2016
(Brajesh Prasad)
Chief Consultant (Technical)

26/07
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
26/7/16
Managing Director

26/4

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

निविदा आमंत्रण सूचना संख्या–21 वर्ष 2016–17

प्रतिशत दर निविदा

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

1. बिहार राज्य के अन्तर्गत विभिन्न भवनों का निर्माण कार्य हेतु प्रतिशत दर निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन, उक्त कार्य का लेटर ऑफ एक्सेपटेंस प्राप्त होने के बाद कराना होगा।

क्रम सं०	प्रमण्डलीय मुख्यालय का नाम	कार्य का नाम	प्राक्कलित राशि (लाख रू० में)	अग्रधन का राशि (लाख रू० में)	परिमाण विपत्र का मूल्य (रू०में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	पटना	Construction of Examination Hall in Patna Commissionary Headquarters district, Patna	1550.00	31.00	10,000/-	17,250/-	18 माह
2	मुजफ्फरपुर	Construction of Examination Hall in Muzaffarpur Commissionary Headquarters district, Muzaffarpur	1550.00	31.00	10,000/-	17,250/-	18 माह
3	भागलपुर	Construction of Examination Hall in Bhagalpur Commissionary Headquarters district, Bhagalpur	1550.00	31.00	10,000/-	17,250/-	18 माह
4	दरभंगा	Construction of Examination Hall in Darbhanga Commissionary Headquarters district, Darbhanga	1550.00	31.00	10,000/-	17,250/-	18 माह
5	गया	Construction of Examination Hall in Magadh Commissionary Headquarters district, Gaya	1550.00	31.00	10,000/-	17,250/-	18 माह
6	छपरा	Construction of Examination Hall in Saran Commissionary Headquarters district, Chhapra	1250.00	25.00	10,000/-	17,250/-	18 माह
7	मुंगेर	Construction of Examination Hall in Munger Commissionary Headquarters district, Munger	1250.00	25.00	10,000/-	17,250/-	18 माह
8	पूर्णियाँ	Construction of Examination Hall in Purnea Commissionary Headquarters district, Purnea	1250.00	25.00	10,000/-	17,250/-	18 माह
9	सहरसा	Construction of Examination Hall in Koshi Commissionary Headquarters district, Saharsa	1250.00	25.00	10,000/-	17,250/-	18 माह
10	पटना	Renovation and Interior Work of Bihar Intermediate Education Council Building at Budh Marg, Patna.	353.00	7.06	10,000/-	17,250/-	12 माह
11	पटना	Construction of Building in the Campus of Bihar School Examination Board, Patna.	1050.00	21.00	10,000/-	17,250/-	18 माह

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

2. वेबसाईट–**www.eproc.bihar.gov.in** पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपत्र की राशि अंतिम रुप से मान्य होगा।

(2) विज्ञापन निर्गत करने की तिथि :– दिनांक:–**20.07.2016**

(3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :– दिनांक– **16.08.2016** से **30.08.2016**, 15:00 घंटा (वेबसाईट:**www.eproc.bihar.gov.in** पर)

(4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :– दिनांक:– **22.08.2016**, 16:00 घंटा प्रबंध निदेशक का कार्यालय,बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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

(5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :– दिनांक– 31.08.2016, समय– 15:00 घंटा

(6) अग्रधन जमा करने की अंतिम तिथि एवं समय :– दिनांक– 02.09.2016, समय– 15:00 घंटा

(7) टेक्निकल बिड खोलने की तिथि एवं समय :– दिनांक– 02.09.2016, समय– 16:30 घंटा (वेबसाईट–**www.eproc.bihar.gov.in**पर)

(8) वित्तीय बिड खोलने की तिथि एवं समय :– दिनांक– 13.09.2016, समय– 15:30 घंटा

(9) निविदा खोलने का स्थान :– वेबसाईट–**www.eproc.bihar.gov.in**पर

(10) निविदा की वैधता की अवधि :– 120 दिन

(11) ई–टेन्डरिंग की प्रकिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम **(user ID)** पासवर्ड **(Password)** अंकीय हस्ताक्षर **(Digital Signature)** निर्गत की जायेगी। यह उन्हें वेबसाईट **www.eproc.bihar.gov.in** से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।

(12) ई–निविदा पत्र वेबसाईट **www.eproc.bihar.gov.in** से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाईट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाईट पर ही इलेक्ट्रानिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई–निविदा के साथ संलग्न करना अनिवार्य है।

(13) 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।

(14) (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 भुगतेय हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक **02.09.2016**के **15:00** घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रुप 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** 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 **02.09.2016** के **15:00** घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रुप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(15) 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।

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

(17) Even though the bidders meet the qualifying criteria, they are subject to be disqualified if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failure in the work of this Corporation.

(18) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाईट **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।

(19) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। ई–टेन्डरिंग की प्रकिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई–टेन्डरिंग कक्ष, प्रथम तल्ला, M/22, बैंक ऑफ इण्डिया भवन, रोड न० 25, श्री कृष्णा नगर, पटना–800001, दूरभाष सं० सं० 0612–2523006/7542028164.

25-7-2016

ब्रजेश प्रसाद
मुख्य परामर्शी(तकनीकी)

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.,
SHIKSHA BHAWAN, SAIDPUR, PATNA
Based on SOR FOR BCD BIHAR - 15-09-2014 & DSR - 2014

BOQ FOR CONSTRUCTION OF PROPOSED EXAMINATION HALL AT CHAPRA (G+3)

Sl. No.	SOR No.	Item of Work	Qty.	Unit	Rate Rs.	Amount Rs.
		Part - A				
		(1) Civil Works				
1	2.32	**Clearing jungle including uprooting** Clearing jungle including uprooting of rank vegetation ,grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1m above ground level and removal of rubbish upto a distance of 50 moutside the periphery of the area cleared.	2217.84	100 Sq mt.	369.70	Rs. Three hundred sixty nine and paise seventy only.
2	2.8.1	**Earth work in excavation in foundation** Earth work in excavation in foundationtrenches or drains(not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m . including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.	4127.92	M^3	205.20	Rs. Two hundred five and paise twenty only.
3	2.29.1	**Surface dressing** Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m. All kinds of soil.	2128.96	100 Sq mt.	718.80	Rs. Seven hundred eighteen and paise eighty only.
4	2.26	**Filling available excavated earth** Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth: consolidating each deposited layer by ramming and watering lead	1865.09	M^3	66.40	Rs. Sixty six and paise forty only.
5	2.28	**Supplying and Filling in plinth with local sand** Supplying and Filling in plinth with local sand and under floors including, watering, ramming consolidating and dressing complete. all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	1708.04	M^3	192.50	Rs. One hundred ninety two and paise fifty only.
6	11.72	**Providing designation 100 A one brick flat soling** Providing designation 100 A one brick flat soling joints filled with local sand including cost of watering, taxes, royalty all complete as per building specification and direction of Engineer-in-charge.	3821.067	Sq mt.	227.60	Rs. Two hundred twenty seven and paise sixty only.
7	6.1.14.A	**Brick work with bricks of class designation 100A in foundations** Brick work with bricks of class designation 100A in foundations and plinth in : Cement mortar 1:6 (1 cement: 6 coarse sand)	114.479	M^3	3992.90	Rs. Three thousand nine hundred ninety two and paise ninety only.

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8	4.1.3	**Providing and laying in position cement concrete** Providing and laying in position cement concrete of specified grade exluding the cost of centring and shuttering-all work upto plinth level. 1:2:4 (1 Cement: 2 coarse sand:4 graded stone aggregate 20 mm nominal size)	374.240	M^3	3323.10	Rs. Three thousand three hundred twenty three and paise ten only.
9	6.1.14A + 6.3A	**Brick work with bricks of class designation 100A in superstructure** Brick work with bricks of class designation 100A with Extra for Brick work in superstructure above plinth level upto floor V cum in : Cement mortar 1:6 (1 cement : 6 coarse sand) all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	900.374	M^3	4427.50	Rs. Four thousand four hundred twenty seven and paise fifty only.
10	10 6.18.4A + 6.19A	**Half brick masonry with bricks of class designation 100A** Half brick masonry with bricks of class designation 100A in foundations and plinth in : Cement mortar 1:4 (1 cement: 4 coarse send) Extra for half Brick masonry in superstructure above pinth level upto floor V level. all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	551.505	Sq mt.	538.30	Rs. Five hundred thirty eight and paise thirty only.
11	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)	551.505	Sq mt.	75.90	Rs. Seventy five and paise ninety only.
12	5.1.1	**Reinforcement cement concrete work** Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring,shuttering,finishing and reinforcement-All work puto plinth level 1:1:2 (1 cement:1 coarse sand:2 graded stone aggregate 20mm nominal size)	1530.750	M^3	5110.70	Rs. Five thousand one hundred ten and paise seventy only.
13	5.2.1	**Reinforcement cement concrete work** Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. upt floor five level excluding cost of centring, shuttering, finishin and reinforcement. 1:1:2 (1 cement: 1 coarse sand: 2 graded stone aggregate 20 mm nominal size)	319.037	M^3	5666.20	Rs. Five thousand six hundred sixty six and paise twenty only.

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14	5.3+5.33B.1++5.33B.4	**Reinforced cement conrete work** Reinforced cement conrete work in beams,suspended floors, roofs having slope upto 15, landings,balconiec, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto floor five level excludingthe cost of centring, shuttering, finishing and reinforement with 1:2:4(1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size) Proiding M-25 grade R.C.C. instead of M-20 grade R.C.C. Providing M-15grade R.C.C instead of M-20 grade R.C.C.	1715.813	M^3	4581.20	Rs. Four thousand five hundred eighty one and paise twenty only.
15	5.22	**Reinforcement for R.C.C. work** Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.				
	5.22.7A	Thermo-Mechanically Treated bars TMTC-500-8mm dia.	86162.00	Kg	74.40	Rs. Seventy four and paise forty only.
	5.22.7B	Thermo-Mechanically Treated bars TMTC-500-10mm dia.	87171.00	Kg	73.10	Rs. Seventy three and paise ten only.
	5.22.7C	Thermo-Mechanically Treated bars TMTC-500-12mm dia.	10176.00	Kg	71.80	Rs. Seventy one and paise eighty only.
	5.22.7D	Thermo-Mechanically Treated bars TMTC-500-16mm dia.	115703.00	Kg	72.80	Rs. Seventy two and paise eighty only.
	5.22.7E	Thermo-Mechanically Treated bars TMTC-500-20mm dia.	128784.00	Kg	72.20	Rs. Seventy two and paise twenty only.
	5.22.7F	Thermo-Mechanically Treated bars TMT Fe-500-25rnm dia.	47074.00	Kg	72.20	Rs. Seventy two and paise twenty only.
16	5.9	**Centring and shuttering** Centring and shuttering including strutting,propping etc. and removal of form for all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.				
A	5.9.1	Foundations, footings, bases of columns etc. for mass concrete.	607.100	Sq mt.	166.70	Rs. One hundred sixty six and paise seventy only.
B	5.9.2	Walls (any thickness) including attached pilasters. Butteresses, plinth and string courses etc.	89.468	Sq mt.	248.10	Rs. Two hundred forty eight and paise ten only.
C	5.9.3	Suspended floors, roots, landings, balcnies and access platform	7555.970	Sq mt.	275.60	Rs. Two hundred seventy five and paise sixty only.
D	5.9.5	Lintels, beams, plinth bams, griders, bressumers and contilevers	4032.030	Sq mt.	251.30	Rs. Two hundred fifty one and paise thirty only.
E	5.9.6	Columns,Pillars, Piers, Abutments, Posts and Struts	2500.020	Sq mt.	344.40	Rs. Three hundred forty four and paise forty only.

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F	5.9.7	Stairs,(excluding landings) except spiral-staircaces.	256.098	Sq mt.	321.50	Rs. Three hundred twenty one and paise fifty only.
17	13.24.2	**6 mm thick cement plastering with cement mortar of mix. 1 : 4** 6 mm thick cement plastering with cement mortar of mix. 1 : 4 (1 cement : 4 coarse sand) to ceiling work all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	9125.928	Sq mt.	77.40	Rs. Seventy seven and paise forty only.
18	13.11.4	**12 mm thick cement plastering with cement mortar of mix. 1 : 6** 12 mm thick cement plastering with cement mortar of mix. 1 : 6 (1 cement : 6 coarse sand) on brick work in sub-structure as per Technical Specifications all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	5521.610	Sq mt.	89.30	Rs. Eighty nine and paise thirty only.
19	13.13.4	**20 mm thick cement plastering with cement mortar of mix. 1 : 6** 20 mm thick cement plastering with cement mortar of mix. 1 : 6 (1 cement : 6 coarse sand) on brick work in sub-structure as per Technical Specifications all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	6397.213	Sq mt.	123.50	Rs. One hundred twenty three and paise fifty only.
20	13.80A.2	**Providing and applying white cement based Wall putty** Providing and applying white cement based Wall putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete. all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	19976.251	Sq mt.	118.70	Rs. One hundred eighteen and paise seventy only.
21	13.78.2	**Applying one coat of primer** Applying one coat of Distemper primer of approved brand and manufacture on wall surface : all complete job as per approved design / drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.	14788.028	Sq mt.	26.10	Rs. Twenty six and paise ten only.
22	13.92.1	**Wall painting with plastic emulsion paint** (For Internal) Wall painting with plastic emulsion paint (For Internal) of approved brand and manufacture to give an even shade,Two or more coats on new work	14788.028	Sq mt.	56.80	Rs. Fifty six and paise eighty only.
23	13.46.1	**Finishing walls with Acrylic Smooth exterior paint** Finishing walls with Acrylic Smooth exterior paint of required shade : (For External) New work (Two or more coat applied @ 1.67 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	6196.223	Sq mt.	68.80	Rs. Sixty eight and paise eighty only.

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24	8.2.6.3	**Providing and fixing 20mm thick Granite** Providing and fixing 20mm thick mirror polished, machine cut for washing platforms,stair,sill etc, vanity counters facias and similar locatins of required size of approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement :4 coarse sand) with joints treated with white cement, mixe* with matching pigament-epoxy touch ups. including rubbing, curing etx. complete at all Ibevels. Granite of any colour and shade Area of slab over 0.50 sqm	2034.07	Sq mt.	3319.10	Rs. Three thousand three hundred nineteen and paise ten only.
25	8.3.2	**Extra for pre finished nosing** Providing edge moulding to 18 mm thick marble stone counters, vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge. Granite work	559.50	M	239.10	Rs. Two hundred thirty nine and paise ten only.
26	8.6.2.3	**Providing and fixing 20mm thick Granite** Providing and fixing 20mm thick mirror polished, machine cut for washing platforms,stair,sill etc, vanity counters facias and similar locatins of required size of approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement :4 coarse sand) with joints treated with white cement, mixe* with matching pigament-epoxy touch ups. including rubbing, curing etx. complete at all Ibevels. Granite of any colour and shade Area of slab over 0.50 sqm	168.600	Sq mt.	3319.10	Rs. Three thousand three hundred nineteen and paise ten only.
27	11.46.2	**Providing and laying Vitrified tiles in different sizes** Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), including grouting the joint with white cement & matching pigments etc. complete.	4057.200	Sq mt.	1415.90	Rs. One thousand four hundred fifteen and paise fifty only.
28	11.47.2	Providing and laying Vitrified tiles in different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS: 15622, of approved brand & manufacturer, in all colours and shade, **in skirting, riser of steps,** laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately).	157.860	Sq mt.	1608.20	Rs. One thousand six hundred eight and paise twenty only.

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29	21.17	**Alluminium grills of requirement pattern** Providing and fixing anodised aluminium grill (anodised transparent or dyed to required shade according to IS: 1868 with minimum anodic coating of grade AC 15) of approved design/pattern, with approved standard section and fixed to the existing window frame with C.P. brass/ stainless steel screws @ 200 mm centre to centre, including cutting the grill to proper opening size for fixing and operation of handles and fixing approved anodised aluminium standard section around the opening, all complete as per requirement and direction of Engineer-incharge. (Only weight of grill to be easured for payment).	11143.550	kg	413.50	Rs. Four hundred thirteen and paise fifty 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)	521.280	Sq mt.	25.20	Rs. Twenty five and paise twenty only.
31	13.1+ 13.100.4	**Varnishing with varnish of approved brand and manufacture:** Two more coats glue sizing with spar varnish or an under coat of flatting varnish.	521.280	Sq mt.	73.90	Rs. Seventy three and paise ninety only.
32	11.36	**Providing and fixing 1st quality ceramic glazed wall tiles** Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (Thickness to be specified by the manufacture) of approved make in all colours, shades except burgundy , bottle green , black of any size as approved by Engineer-in-charge in skirting , risers of steps and dados over 12 mm thick bed of cement Motar 1:3(1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	1416.825	Sq mt.	754.20	Rs. Seven hundred fifty four and paise twenty only.
33	11.37	**Providing and laying Ceramic glazed floor tiles** Providing and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of ist quality conforming to IS : 15622 of approved make in colours such as white , Ivory , Grey , Fume Red , Brown , laid on 20 mm thick Cement motar 1:4 (1 cement: 4 coarse sand) including pointing the joints with white cement and matching pigment etc. complete.	347.020	Sq mt.	788.60	Rs. Seven hundred eighty eight and paise sixty only.
34	11.49	**Kota stone slabs 20 mm thick Elect and Machine Room.** 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.	98.760	Sq mt.	927.50	Rs. Nine hundred twenty seven and paise fifty only.

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35	4.17	**Making plinth protection 50 mm thick** Making plinth protection 50 mm thick of cement concrete 1:3:6 (1 cement :3 coarse sand : 6 graded stone aggregate 20 mm nominal size) over 75 mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including finishing the top smooth.	171.038	Sq mt.	319.30	Rs. Three hundred nineteen and paise thirty only.
36	9.20.1	**Flush door shutters decorative type** Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1 st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including stainless steel butt hinges with necessary screws-	260.640	Sq mt.	2519.10	Rs. Two thousand five hundred nineteen and paise ten only.
37	8710	**Toilet door frame (PVC)** Factory made solid pvc door frame 60x30xmm i/c cariage	316.800	Sq mt.	311.31	Rs. Three hundred eleven and paise thirty one only.
38	8736	**Toilet Door Shutter (PVC)** 35 mm thick factory made solid panel PVC door shutter of singlepiece extruded profile decorative finished (Wood grain)	100.800	sqm	2791.06	Rs. Two thousand seven hundred ninety one and paise six only.
39	10.5	**Providing and fixing in position collapsible steel shutters** Providing and fixing in position collapsible steel shutters with vertical channes 20x10x2 mm and braced with flat iron diagonals 20x5 mm size with top and bottom rail of T-tron 40x40x6 mm with 40 mm dia steel pulleys complete with bots.nuts locking arrangement stoppers handies including applying a priming coat of approved steel primer.	35.100	Sq mt.	4115.80	Rs. Four thousand one hundred fifteen and paise eighty only.
40	10.38.2	**Providing & fixing glass panes** Providing & fixing glass panes with putty and glazing clips in stee doors,windows, clerestory windows all complete with. 5.5 mm thick glass panes.	33.060	Sq mt.	996.50	Rs. Nine hundred ninety six and paise fifty only.
41	21.1	**Providing and fixing aluminium window,** Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / aneling,C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :	2905.920	Kg	433.00	Rs. Four hundred thirty three only.

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	21.1.2 +21.1.2.2	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron)				
42	21.3.2	**Providing and fixing glazing in aluminium window,** Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5.50 mm thickness	726.480	Sq mt.	1013.20	Rs. One thousand thirteen and paise twenty only.
43	9.1.2	**Providing wood work in Door frames** Providing wood work in Door frames of doors framed and fixed in position Sal wood	5.900	M^3	74774.30	Rs. Seventy four thousand seven hundred seventy four and paise thirty only.
44	9.218.2	Providing and fixing alluminium sliding door bolt anodised(anodic coating not less than grade AC 10 as per IS :1868) transparent or dyed to required colour and shade with nuts and screws etc. complete: (250x16 mm)	180	Each	184.90	Rs. One hundred eighty four and paise ninety only.
45	9.222.1	Providing and fixing alluminium handles anodised(anodic coating not less than grade AC 10 as per IS :1868) transparent or dyed to required colour and shade with necessary screws etc. complete:	180	Each	71.00	Rs. Seventy one only.
46	9.223.2	**Providing and fixing alluminium hanging floor door stopper anodised** (anodic coating not less than grade AC 10 as per IS :1868) transparent or dyed to required colour and shade with necessary screws complete:Twin rubber stopper	180	Each	82.70	Rs. Eighty two and paise seventy only.
47	9.119.1	**Providing and fixing oxidised M.S.tower bolt black finish** (barrel type) with necessary screws etc.complete, (250x10mm)	654	Each	66.50	Rs. Sixty six and paise fifty only.
48	10.36	**Providing and fixing stainless steel (Stair and Balcony)** Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes,channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts fasteners etc.)	3889.601	Kg	638.80	Rs. Six hundred thirty eight and paise eighty only.

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49	11.53	**Providing and fixing Glass mossaic tiles** Providing and fixing Glass mossaic tiles at finished plain wall surface of size 20 mm x 20 mm x 4 mm in all colour, design , fixing in customize design as per direction of Engineer-in- Charge. The glass mosaic tiles to be fixed on the wall surface with the help of approved adhesive applied at the rate of 2.5 kg per sqm and grouting of the same. The rate is inclusive of all operation, material and required pattern approved by Engineer-in-Charge.	426.698	Sq mt.	1650.90	Rs. One thousand six hundred fifty and paise ninety only.
50	MR	**Structural glazing(fixed) or openable made of appropriate powder coated aluminium section** Providing febricating ,fixing in position stick system glazing(fixed) or openable made of appropriate powder coated aluminium section of mullion 100mmx57mm & transom 50mm x 57mm fixed to structure with MS powder coated brackets as per the elevation, section,plan drawings, febricated out of heavy duty Aluminium Extruded profiles of approved make Glazed panel shutter suitable to accomodate of 6mm reflective toughened glass of approved make Glass pasted with structural silicon of Dowcorning (795)/GE (SSG 4000) and 6 mm both side adhesive Norton foam tape Typical profile combination drawings to be submitted. All profiles shall be powder coated conforming 50to 60 microns. The Anchoring / Bracing of the structural glazing to the RCC Beams/ Slabs/ columns shall be done with 6mm Thick MS Brackets of approved design. two numbers of brackets shall be provided on each beam one designed for load bearing and one designed for expansion characteristics of the Mullion. PVC spacers shall be providake the joint water tight. All works to be done complete in all respects as per drawings, manufactures specifications.	115.200	SQM	4083.20	Rs. Four thousand eighty three and paise twenty only.

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		variations possible at site, or extended brackets duly designed shall be provided of required size as per site requirements.FISCHER or equiv. make anchors shall be used providing a minimum anchoring depth of 50 mm in the concrete for Anchoring the brackets to withstand the dead load f structural glazing as well as stresses due to wind pressure etc.The Transom shall be joined to Mullion with suitable Designed MS splice plates duly powder coated in black colour to 50micron thickness with Berger/ Nero coat pure polyester powder. The typical drawings showing the Transom to mullion joint is to be submitted. The typical Expansion joint detail drawing is to be submitted with shop drawings. The vision panel and spandrel panel glazing shutters profile shall be suitably designed to accommodate 6mm thick glass pasted by structural silicon and sealed by weather silicon sealant of DC- 789 Black of Dow corning/ultra proof black of GE silicon to make the joint water tight. All works to be done complete in all respects as per drawings, manufactures specifications.				
51	22.3	**water proofing treatment to vertical and horizontal surfaces of depressed portions of W.C. kitchen-** Providing and laying water proofing treatment to vertical and horizontal surfaces of depressed portions of W.C. kitchen and the like consisting of: (i) 1st course of applying cement slurry @ 4.4 kg/sqm mixed with water proofing compound conforming tc IS 2645 in recommended portions.(ii) 11 nd course of 20 mm cement plaster 1:3 (1 cement:3 coarse sand)mixed with water proofing compound in recommended proportion, (iii) Illrd course of applying blown or/residual bitumen aplied hot at 1.7 kg. per sqm of area, (iv) Ivth course of 400 micron thick PVC sheet.(Overlaps at joints of PVC shet should be 100 mm wide and pasted to each other with bitumen @ 1.7 kg/sqni).	970.520	Sq mt.	358.60	Rs. Three hundred fifty eight and paise sixty only.

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52	5.44.1	**Providing and fixing of expansion joint** system related with floor location as per drawings and direction of Engineer-In-Charge. The joints system will be of extruded aluminum base members, self aligning / self centering arrangement and support plates etc. as per ASTM B221-02. The system shall be such that it provides floor to floor /floor to wall expansion control system for various vertical localtion in load application areas that accommodates multi directional seismic movement without stress to it's components. System shall consist of metal profiles with a universal aluminum base member designed to accommodate various project conditions and finish floor treatments. The cover plate shall be designed of width and thickness required to satisfy projects movement and loading requirements and secured to base members by utilizing manufacturer's pre-engineered selfcentering arrangement that freely rotates / moves in all directions. The Self – centering arrangement shall exhibit circular sphere ends that lock. **Floor Joint of 100 mm gap.**	124.100	meter	6813.00	Rs. Six thousand eight hundred thirteen only.
53	12.52.2	**Grading roof for water proofing treatment** Grading roof for water proofing treatment with Cement concrete 1:2:4(1 cement :2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	135.353	Cum	3216.40	Rs. Three thousand two hundred sixteen and paise forty only.
54	13.26	NEAT CEMENT PUNNING	564.500	SQM	27.90	Rs. Twenty seven and paise ninety only.
55	10.6	M.S.sheet sliding - shutters with frame Providing and fixing 1 mm thick M.S.sheet sliding - shutters with frame and diagonal braces of 40x40x6 mm angle iron,3 mm M.S. gusset plates at the junction and corners, 25 mm dia pulley, 40x40x6 mm angle and Tiron guide at the top bottem respectively including applying a priming coat of approved steel primer.	27.000	SQM	2985.30	Rs. Two thousand nine hundred eighty five and paise thirty only.
					TOTAL (A)=	**99248575.24**
		(2) Electrical Works				
56 ~~53~~	1.10.	Wiring for light point /fan point / exhaust fan point / call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable size G.I. box and earthing the point with 1.5sqmm FRLS PVC insulated copper conductor single core cable etc. as required.				
	1.10.3	Group c	666	Nos.	725.10	Rs. Seven hundred twenty five and paise ten only.

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57 ~~84~~	1.11.	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 modular switch, modular plate, suitable size G.I. box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc. as required.	12	Nos.	777.70	Rs. Seven hundred seventy seven and paise seventy only.
58 ~~55~~	1.12	Wiring for light / power plug with 2x4 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit along with 1 No 4 sq. mm FR PVC insulated copper conductor single core cable for loop earthing as required.	1242	meter	163.60	Rs. One hundred sixty three and paise sixty only.
59 ~~56~~	1.14.	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required.				
	1.14.2	2 x 2.5 sq.mm + 1 x 2.5 sq. mm earth wire	2130	meter	132.30	Rs. One hundred thirty two and paise thirty only.
	1.14.11	4 x 16 sq.mm + 2 x 16 sq.mm earth wire.	712	meter	891.80	Rs. Eight hundred ninety one and paise eighty only.
60 ~~8~~	1.18.	Supplying and drawing following pair 0.5 sq.mm FRLS PVC insulated annealed copper conductor, unarmoured telephone cable in the existing surface / recesed PVC conductor as required.				
	1.18.1	1 Pair	255	meter	14.10	Rs. Fourteen and pasie ten only.
61 ~~10~~	1.19.	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded fine tinned copper braid and protected with PVC sheath in the existing surface / recssed PVC conduit as required.	262	meter	28.28	Rs. Twenty eight and paise twenty eight only.
62 ~~4~~	1.22.	Supply & fixing metal / PVC box of following size (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front painted etc as requied 150mm x 75mm x 50mm deep.				
	1.22.5	180mm X 100 mm X 60 mm deep	20	each	128.20	Rs. One hundred twenty eight and paise twenty only.

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	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc.as required				
63 ~~13~~	1.24.1	5/6 amps switch.	80	Each	81.80	Rs. Eighty one and paise eighty only.
	1.24.4	3 pin, 5/6 amps socket outlet.	80	Each	79.8	Rs. Seventy nine and paise eighty only.
	1.24.3	15/16 amps switch.	61	Each	112.10	Rs. One hundred twelve and paise ten only.
	1.24.5	6 pin, 15/16 amps socket outlet.	61	Each	151.5	Rs. One hundred fifty one and paise fifty only.
64 ~~18~~	1.24.	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc.as required				
	1.24.6	Telephone socket outlet	10	Each	95.95	Rs. Ninety five and paise ninety five only.
	1.24.7	TV antenna socket outlet	13	Each	94.9	Rs. Ninety four and paise ninety only.
	1.24.8	Bell push	8	Each	112.1	Rs. One hundred twelve and paise ten only.
65 ~~22~~	1.25	suppling and fixing stepped type electronic fan regulator on the existing modular plate & switch box including connections but excluding modular plate etc.as required	202	Each	286.80	Rs. Two hundred eighty six and paise eighty only.
66 ~~23~~	1.26	suppling and fixing modular blanking plate on the existing modular plate & switch box but excluding modular plate as required.	100	Each	23.30	Rs. Twenty three and paise thirty only.
67 ~~24~~	1.27	Supplying and fixing following size / modules, GI box along with modular base and cover plate for modular switches in recess etc as required.				
68 ~~25~~	1.27.1	1 or 2 Modular (75mm x 75mm)	8	Each	167.70	Rs. One hundred sixty seven and paise seventy only.
69 ~~26~~	1.33	suppling and fixing fixing 3/2 pin, 5 amp ceiling rose on the existing junction box/ wooden block including connection etc as required.	205	Each	43.40	Rs. Forty three and paise forty only.
70 ~~27~~	1.34	Supplying and fixing batten / angle holder including connection etc as required.	128	Each	74.80	Rs. Seventy four and paise eighty only.
71 ~~28~~	1.38	Supplying and fixing call bell / buzzer suitable for single phase, 230 volts complete as required.	8	Each	61.60	Rs. Sixty one and paise sixty only.
72 ~~29~~	1.51	Extra for fixing the lovers / shutters complete with frame for a exhaust fan of all size.	41	Each	90.90	Rs. Ninety and paise ninety only.

NIRMAL PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
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73 ~~30~~ 73	2.4	Supplying and fixing following way horizontal type three pole and neutral, sheet steel , MCB distribution board, 415 volts, on surface/ recess, complete with tinned copper busbar, neutral busbar, earth bar, din bar, interconnection, powder painted including earth etc. as required. (but without MCB/RCCB/Isolator)				
74 ~~31~~ 74	2.4.4	4 way (4 + 12) ,Double door.	3	Each	2,196.75	Rs. Two thousand one hundred ninety six and paise seventy five only.
75 ~~32~~ 75	2.4.5	6 way (4 + 18) ,Double door.	13	Each	2,662.36	Rs. Two thousand six hundred sixty two and paise thirty six only.
76 ~~33~~ 76	2.10	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in existing MCB DB completed with connections, testing and commissioning etc. as required.				
77 ~~34~~ 77	2.10.1	5 / 32 amps, Single Pole	162	Each	170.70	Rs. One hundred seventy and piase seventy only.
78 ~~35~~ 78	2.11	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required.	15	Each	7.00	Rs. Seven only.
79 ~~36~~ 79	2.13	Supplying and fixing rating, four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
80 ~~37~~ 80	2.13.1	40 amps	3	Each	665.60	Rs. Six hunded sixty five and paise sixty only.
81 ~~38~~ 81	2.13.2	63 amps	11	Each	676.70	Rs. Six hunded seventy six and paise seventy only.
82 ~~39~~ 82	2.13.3	100 amps	2	Each	859.50	Rs. Eight hundred fifty nine and paise fifty only.
83 ~~40~~ 83	2.15	Supplying and fixing following rating, four pole, (three phase and neutral) , 415 volts, residual current breaker (RCCB), having a sensitivity current upto 300 milliamperes in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
84 ~~41~~ 84	2.15.2	40 Amps	3	Each	2,144.20	Rs. Two thousand one hundred forty four and paise twenty only.
85 ~~42~~	2.15.3	63 Amps	13	Each	2,316.90	Rs. Two thousand three hundred sixteen and paise ninety only.

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86 ~~43~~ 86	2.18	Supplying and fixing 20 amps,240 volts , SPN inductrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 20amps "C" curve, SP MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket outlet and complete with connection , testing and commissioning etc. as required (Used for AC box)	8	Each	963.50	Rs. Nine hundred sixty three and paise fifty only.
87 ~~44~~ 87	2.19	Supplying and fixing 20 amps,415 volts , TPN inductrial type, socket outlet, with 4 pole and earth, metal enclosed plug top along with 20amps "C" curve, TPMCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket outlet and complete with connection , testing and commissioning etc. as required (In Electrical room)	4	Each	1,986.70	Rs. One thousand nine hundred eighty six and paise seventy only.
88 ~~45~~ 88	2.21	Providing and fixing M.V. danger notice plate of 200mm X 150 mm, made of mild steel, at least 2 mm thick, and vitreous enameled white on both sides, and with incription in single re colour on front side as required.	4	Each	142.40	Rs. One hundred forty two and paise forty only.
89 ~~46~~ 89	5.2.	Earthing with G.I. earth pipe 4.5 meter long, 40mm dia including accessories, and providing mansory elcosure with cover plate having locking arrangement and watering pipe etc. as required. With charcoal/ coke and salt as required	13	Each	3,965.20	Rs. Three thousand nine hundred sixty five and paise twenty only.
90 ~~47~~ 90	5.6.	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing mansory elcosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc. with charcoal/ coke and salt as required	2	sets	9,384.90	Rs. Nine thousand three hundred eighty four and paise ninety only.
91 ~~48~~ 91	5.8.	Supplying and laying 25 x 5mm copper strip at 0.50 meter below ground as strip earth electrode, including connection/ termination with nut, bolt, spring, washer etc as required. (Jointing shall be done by overlapping with 2 sets of brass nuts bolts and & washer spaced at 50mm)	20	meter	760.50	Rs. Seven hundred sixty and paise fifty only.

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92 ~~49~~ 92	5.9.	Supplying and laying 25 x 5mm G.I. strip at 0.50 meter below ground as strip earth electrode, including connection/ termination with GI nut, bolt, spring, washer etc as required. (Jointing shall be done by overlapping with 2 sets of G.I. nuts bolts and spring washer spaced at 50mm)	50	meter	110.10	Rs. One hundred ten and paise ten only.
93 ~~50~~ 93	6.2.	Providing and fixing of lighting conductor fibial, made of 25 mm dia 300 mm long, G.I tube, having single prong at top, with 85 mm dia 6 mm thick G.I. base plate including holes etc. complete as required.	12	each	372.70	Rs. Three hundred seventy two and paise seventy only.
94 ~~51~~ 94	6.7.	Providing and fixing G.I. tape 20 mm X 3 mm thick on parapet or surface of wall for lighting conductor complete as required. (For horizontal run)	215	meter	68.70	Rs. Sixty eight and paise seventy only.
95 ~~52~~ 95	6.8.	Providing and fixing G.I. tape 20 mm X 3 mm thick on parapet or surface of wall for lighting conductor complete as required. (For vertical run)	160	meter	99.00	Rs. Ninety nine only.
96 ~~53~~ 96	6.12.	Providing and fixing testing joints, made of 20 mm X 3 mm thick G.I. strip, 125 mm long, with 4 nos. of tinned brass bolts, nuts, chuck nuts and spring washers etc. complete as required.	15	each	71.70	Rs. Seventy one and paise seventy only.
97 ~~54~~ 97	6.14.	Providing and laying G.I. tape 32 mm X 6 mm from earth electrode directly in ground as required.	230	each	142.40	Rs. One hundred forty two and paise forty only.
98 ~~55~~ 98	7.1.	Laying of one number PVC insulated and PVc sheathed / Power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.				
99 ~~56~~ 99	7.1.4	Above 185 sq mm and upto 400 sq mm	200	meter	235.30	Rs. Two hundred thirty five and paise thirty only.
100 ~~57~~ 100	7.7.	Laying and fixing XLPE Power cable of 1.1KV grade of following size on wall surface as required.				
101 ~~58~~ 101	7.7.2	Above 35 sq mm and upto 95 sq mm (clamped with 25x3mm MS flat clamp)	170	meter	70.70	Rs. Seventy and paise seventy only.
102 ~~59~~ 102	7.7.3	Above 95 sq mm and upto 185 sq mm (clamped with 40x3mm MS flat clamp)	52	meter	81.80	Rs. Eighty one and paise eighty only.
103 ~~60~~ 103	9.4.	Supplying and making straight through joint with cast heat shrinkable kit including ferrules and other jointing material for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1KV grade as required.				

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104 ~~61~~ 101	9.4.28	3½ X 400 sq.mm.	2	each	4,785.38	Rs. Four thousand seven hundred eighty five and paise thirty eight only.
105 ~~62~~ 105	2122.00	Brass compression Glandsfor (32 mm) 3.5C X 50 sq.mm. 1.1KV grade cable	12	sets	188.20	Rs. One hundred eighty eight and paise twenty only.
106 ~~63~~ 106	2124.00	Brass compression Glandsfor (45 mm) 3.5C X 95 sq.mm. 1.1KV grade cable	4	sets	251.90	Rs. Two hundred fifty one and paise ninety only.
107 ~~64~~ 107	2125.00	Brass compression Glandsfor (45 mm) 3.5C X 120 sq.mm. 1.1KV grade cable	8	sets	251.90	Rs. Two hundred fifty one and paise ninety only.
108 ~~65~~ 108	EM SOR 2014)	Supply of XLPE Insulated power cable (confirming IS-7098 Part-I) 1100 Volt grade, 3½ core / ISI MARKED with Alu. Stranded /solid conductor. (Aluminium Conductor)				
109 ~~66~~ 109	41.1.7.3	50 Sq.mm. [3½ CORE UNARMOURED]	150	meter	345.00	Rs. Three hundred forty five only.
110 ~~67~~ 110	41.1.7.5	95 Sq.mm. [3½ CORE UNARMOURED]	20	meter	608.00	Rs. Six hundred eight only.
111 ~~68~~ 111	41.1.7.6	120 Sq.mm. [3½ CORE UNARMOURED]	52	meter	765.00	Rs. Seven hundred sixty five only.
112 ~~69~~ 112	41.1.8.11	400 sq. mm. [3½ CORE ARMOURED]	200	meter	2,440.00	Rs. Two thousand four hundred forty only.
113 ~~70~~ 113	25.6.	Supplying of ISI Marked On-Load Change over switches panel mouniting type confirming to IS : 13947 (part I & III) with front operated 4 pole, 415 V with two earthing terminals if required.				
114 ~~71~~ 114	25.6.17	400 Amps. .(With enclosure)	1	Each	28,264.00	Rs. Twenty eight thousand two hundred sixty four only.
115 ~~72~~ 115	27.1.	Supplying of ISI Marked and approved make of Moulded Case Circuit Breaker (MCCB) suitable for 3 phase,3 pole, 50 Hz, 415 Volts, AC supply with respective interrupting capacity (KA) at 415 Volts cited against their range standard conforming to IS – 8828				
116 ~~73~~ 116	27.1.2	MCCB with Breaking Capacity 25 KA at 415 V				
117 ~~74~~ 117	27.1.2.1	Current Rating -25 to100 Amps & 80% -100% adjustable	2		5,601.00	Rs. Five thousand six hundred one only.
118 ~~75~~ 118	27.1.2.2	Current Rating -125 Amps & 80% -100% adjustable	2		7,229.00	Rs. Seven thousand two hundred twenty nine only.
119 ~~76~~ 119	27.1.3	MCCB with Breaking Capacity 35 KA at 415 V				
120 ~~77~~ 120	27.1.3.6	Current Rating -500/630 Amps & Adjustable: 80% -100% thermal	1	Each	27,988.00	Rs. Twenty seven thousand nine hundred eighty eight only.

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121 ~~78~~ 121		Locking arrangement for Switch Gear Mounting				
122 ~~79~~ 122	29.33	Supplying, fixing, testing & commissioning wall / floor mounted LT Panel primer coated with powder coated paint & provided with required gasket for dust / vermin proof with degree of protection IP42 suitable for 415V 3 phase, 50 Hz, 4 wire system fabricated out of CRCA sheet up to 2 mm thick (1.6 mm for doors) duly compartmentalized for incomer, bus section, outgoings, cable alleys & CT, PT Ampere Meter, Volt Meter, selector switches, Frequency Meter, phase indicating lamps, Energy Meter complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring & fixing of separately supplied MCBs, MCCBs , ACB, panel mounted Changeover switch / SFUs, etc. as required but excluding cost of bus bar strips, Ampere Meter, Volt Meter, Selector switch as per approved design & specification	70	Kg	180.00	Rs. One hundred eighty only.
123 ~~80~~ 123	29.34.1	Digital Ampere Meter with CTs with selector switch	1	set	1,950.00	Rs. One thousand nine hundred fifty only.
124 ~~81~~ 124	29.34.2	Digital Volt Meter with selector switch & HRC fuse	1	set	2,100.00	Rs. Two thousand one hundred only.
125 ~~82~~ 125	29.34.3	Frequency Meter	1	Each	1,200.00	Rs. One thousand two hundred only.
126 ~~83~~ 126	29.34.4	Copper Bus bar strips with PVC sleeves (630 amp)	40	Kg	650.00	Rs. Six hundred fifty only.
127 ~~84~~	29.34.6	LED lamp indicator	6	each	200.00	Rs. Two hundred only.
128 ~~85~~ 128	29.33	Supplying, fixing, testing & commissioning wall / floor mounted LT Panel primer coated with powder coated paint & provided with required gasket for dust / vermin proof with degree of protection IP42 suitable for 415V 3 phase, 50 Hz, 4 wire system fabricated out of CRCA sheet up to 2 mm thick (1.6 mm for doors) duly compartmentalized for incomer, bus section, outgoings, cable alleys & CT, PT Ampere Meter, Volt Meter, selector switches, Frequency Meter, phase indicating lamps, Energy Meter complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring & fixing of separately supplied MCCBs, panel mounted etc. as per approved design & specification	25	Kg	180.00	Rs. One hundred eighty only.

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129 ~~86~~	29.34.1	Digital Ampere Meter with CTs with selector switch	1	set	1,950.00	Rs. One thousand nine hundred fifty only.
130 ~~87~~	29.34.2	Digital Volt Meter with selector switch & HRC fuse	1	set	2,100.00	Rs. Two thousand one hundred only.
131 ~~88~~	29.34.3	Frequency Meter	1	each	1,200.00	Rs. One thousand two hundred only.
132 ~~89~~	29.34.4	Copper Bus bar strips with PVC sleeves	20	Kg	650.00	Rs. Six hundred fifty only.
133 ~~90~~	29.34.6	LED lamp indicator	6	each	200.00	Rs. Two hundred only.
134 ~~91~~	29.33	Supplying, fixing, testing & commissioning wall / floor mounted LT Panel primer coated with powder coated paint & provided with required gasket for dust / vermin proof with degree of protection IP42 suitable for 415V 3 phase, 50 Hz, 4 wire system fabricated out of CRCA sheet up to 2 mm thick (1.6 mm for doors) duly compartmentalized for incomer, bus section, outgoings, cable alleys & CT, PT Ampere Meter, Volt Meter, selector switches, Frequency Meter, phase indicating lamps, Energy Meter complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring & fixing of separately supplied MCCBs, panel mounted etc. as per approved design & specification	25	Kg	180.00	Rs. One hundred eighty only.
135 ~~92~~	29.34.1	Digital Ampere Meter with CTs with selector switch	1	set	1,950.00	Rs. One thousand nine hundred fifty only.
136 ~~93~~	29.34.2	Digital Volt Meter with selector switch & HRC fuse	1	set	2,100.00	Rs. Two thousand one hundred only.
137 ~~94~~	29.34.3	Frequency Meter	1	each	1,200.00	Rs. One thousand two hundred only.
138 ~~95~~	29.34.4	Copper Bus bar strips with PVC sleeves (200 amp)	20	Kg	650.00	Rs. Six hundred fifty only.
139 ~~96~~	29.34.6	LED lamp indicator	6	each	200.00	Rs. Two hundred only.

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140 ~~97~~	29.33	Supplying, fixing, testing & commissioning wall / floor mounted LT Panel primer coated with powder coated paint & provided with required gasket for dust / vermin proof with degree of protection IP42 suitable for 415V 3 phase, 50 Hz, 4 wire system fabricated out of CRCA sheet up to 2 mm thick (1.6 mm for doors) duly compartmentalized for incomer, bus section, outgoings, cable alleys & CT, PT Ampere Meter, Volt Meter, selector switches, Frequency Meter, phase indicating lamps, Energy Meter complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring & fixing of separately supplied MCCBs, panel mounted etc. as per approved design & specification	25	Kg	180.00	Rs. One hundred eighty only.
141 ~~98~~	29.34.1	Digital Ampere Meter with CTs with selector switch	1	set	1,950.00	Rs. One thousand nine hundred fifty only.
142 ~~99~~	29.34.2	Digital Volt Meter with selector switch & HRC fuse	1	set	2,100.00	Rs. Two thousand one hundred only.
143 ~~100~~	29.34.3	Frequency Meter	1	each	1,200.00	Rs. One thousand two hundred only.
144 ~~101~~	29.34.4	Copper Bus bar strips with PVC sleeves (200 amp)	20	Kg	650.00	Rs. Six hundred fifty only.
~~102~~	29.34.6	LED lamp indicator	6	each	200.00	Rs. Two hundred only.
145 146 ~~103~~	29.33	Supplying, fixing, testing & commissioning wall / floor mounted LT Panel primer coated with powder coated paint & provided with required gasket for dust / vermin proof with degree of protection IP42 suitable for 415V 3 phase, 50 Hz, 4 wire system fabricated out of CRCA sheet up to 2 mm thick (1.6 mm for doors) duly compartmentalized for incomer, bus section, outgoings, cable alleys & CT, PT Ampere Meter, Volt Meter, selector switches, Frequency Meter, phase indicating lamps, Energy Meter complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring & fixing of separately supplied MCCBs, panel mounted etc. as per approved design & specification	25	Kg	180.00	Rs. One hundred eighty only.
147 ~~104~~	29.34.1	Digital Ampere Meter with CTs with selector switch	1	set	1,950.00	Rs. One thousand nine hundred fifty only.
148 ~~105~~	29.34.2	Digital Volt Meter with selector switch & HRC fuse	1	set	2,100.00	Rs. Two thousand one hundred only.

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149 ~~106~~	29.34.3	Frequency Meter	1	each	1,200.00	Rs. One thousand two hundred only.
150 ~~107~~	29.34.4	Copper Bus bar strips with PVC sleeves (200 amp)	20	Kg	650.00	Rs. Six hundred fifty only.
~~108~~	29.34.6	LED lamp indicator	6	each	200.00	Rs. Two hundred only.
151 152 ~~109~~	30.10	Supplying, erection and testing of approved make electric Ceiling fan of double ball bearing complete with standard down rod, canopy, hanging shackle, Aluminium blades, without regulator, A.C. 230-250 volts including connections with all necessary material complete of approved as required confirming to IS :374/1979 with up to date ammendments.				
153 ~~110~~	30.1.3	Ceiling Fan (ISI)-1400 mm Sweep	202	each	2,619.00	Rs. Two thousand six hundred nineteen only.
154 ~~111~~	30.20	Supplying, erection and testing of approved make Wall Mounting fan complete with Wall Bracket ,canopy, blades, speed Regulator etc .A.C 230-250 volts with connections and including raw bolt/Anchor hole fastener etc. complete finished of approved as required.				
155 ~~112~~	30.2.1	300 sweep	2	each	2,198.00	Rs. Two thousand one hundred ninety eight only.
156 ~~113~~	30.2.2	400 sweep	4	each	2,771.00	Rs. Two thousand seven hundred seventy one only.
157 ~~114~~	30.4.	Supplying, erection and testing of approved make 'Fresh Air Fan' AC 230-250 volts with connection and including frame bolt/Anchor hole fasteners etc. complete finished of approved as required.				
158 ~~115~~	30.4.2	225mm sweep	36	each	1,368.00	Rs. One thousand three hundred sixty eight only.
159 ~~116~~	31.30	Supplying, fixing & testing of approved make T-5 lamp channel luminary with epoxy white powder coated CRCA sheet steel housing box type channel with reflector cover including electronic ballast (HF), PF > 0.95, THD <30% complete duly wired (with tube rod) as per specification & fixing as below: (1X28W)				
160 ~~117~~	31.3.1	I) Fixing on wall/Ceiling on PVC plate Anchor fasteners and other necessary materials including connections etc. and as required.	128	each	1,172.00	Rs. One thousand one hundred seventy two only.

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161 ~~118~~ 161	31.5.	Supplying, fixing and testing of approved make recess mounting mirror optics luminaries for single/twin 28 watt fluorescent lamp comprising of white powder coated CRCA sheet steel housing raw silk / navy brown / white colour M.S. low profile flat housing complete with all accessories i.e.electronic ballast (HF), PF > 0.95, THD <30%, duly wired (without tube rod) and high purity anodized aluminium reflector assembly along with cross louvers as per specification and fixing .				
162 ~~119~~ 162	31.5.1	1x28w	28	each	2,302.00	Rs. Two thousand three hundred two only.
163 ~~120~~ 163	31.6.	Supplying, fixing and testing of approved make bulk head luminary consisting of pressure die aluminium housing lamp holder, prismatic glass cover, rubber gasket and wire guard, deluxe type, including fixing on wall as required, with necessary material complete Fitting suitable for Retrofit 10W CFL / GLS Lamp (BULK HEAD)	6	each	594.00	Rs. Five hundred ninety four only.
164 ~~121~~ 164	31.29	Supplying and fixing street light with high power LED of 1 to 3 W each assembled on single MCPCB, system lumens output with efficacy>90 lm/W. luminiare having color temp 6500K & 50000 burning hrs life with minimum @ L 70, The colour rendering index of LED light should be more than 70. Luminiare comprises of driver, PF 0.95 & surge protection 3KV. Housing made of pressure die cast aluminium with heat resistant flat glass / Lens type, IP65 protection. Submission LM 80-08 Form LED Source Manufacturer & LM79-08 / IS16106 from NABL approved lab. Manufacturer manadatory i/c 50mm.dia G.I. Pipe bracket upto 2 mtr. long in required angle/shape, connection lead, testing etc to complete the job. 2 Yrs Guarantee certificate from manufacturer.				
165 ~~122~~ 165	31.29.2	40W / 48W	10	each	18,634.00	Rs. Eighteen thousand six hundred thirty four only.

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NOWAR FIROZAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

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166 ~~123~~ 166	31.31	Supply, Installation testing and commissioning of Red colour Aviation light LED integral type comprising of Aluminium powder coated housing with polycarbonate enclosure IP 65 on existing pipe/ support including connection, testing etc. as required. 2 Yrs Guarantee certificate from manufacturer. :-				
167 ~~124~~	31.31.1	180 LED	1	each	6,053.00	Rs. Six thousand fifty three only.
168 ~~125~~ 168	5.6.3	suppling and fixing recess mounted 8 watt LED vertical downlighter complete with all accessories and replacable electronis driver, directly on celing including connection with 1.5 sq.mm FR PVC insulated copper conductor cable and earthing the body etc. as required. [Model no.LHEAAJP6UL1W008 / LHEAAJP7UL1W008.] (Make: Havells)	96	Each	2,090.00	Rs. Two thousand ninety only.
169 ~~126~~ 169	8.5.	Supply and fixing of 32mm dia x 1.5 meter long G.I. pipe (medium class) bracket for mounting of fluorescent / HPMV / HPSV / CFL street light fitting on pole including bending the pipe to the required shape, 2 nos. 40 mm x 3 mm flat iron clamps with nuts, bolts and washer, painting the flat iron with primer and finish paint etc.as required.	8	Each	391.00	Rs. Three hundred ninety one only.
170 ~~127~~		**FIRE FIGHTING SYSTEM**				
171 ~~128~~		SMOKE DETECTOR & FIRE ALARM SYSTEM :-				
172 ~~129~~		COMPONENT ACCESSORIES & CONTROL PANELS :				
173 ~~130~~		**Supply, Installation, Testing And Commissioning of :-**				
174 ~~131~~ 174	1	Providing & fixing of Conventional automatic Optical / Photoelectric type Smoke Detectors of photo-optic sensing chamber, 12 / 24 volt D.C., visual alarm indicator (LED's) "Blink-Green" in stand by and "Study-Red" in alarm complete in all respect with base as required, EN / LPCB listed / approved **(For Ceiling)**	56	Each	3795.00	Rs. Three thousnad seven hundred ninety five only.
175 ~~132~~ 175	3	Providing & fixing of Conventional automatic Fixed cum rate of rise temperature type Heat Detector, 12 / 24 volt D.C., visual alarm indicator (LED's) "Blink-Green" in stand by and "Study-Red" in alarm complete in all respect with base as required, EN / LPCB listed / approved.	4	Each	3565.00	Rs. Three thousand five hundred sixty five only.

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176 ~~133~~ 176	5	Providing & fixing of Addressable type **Manual Call Points** as per specifications. The manual call point should have an indicator, which should "blink" in stand by condition.	6	Each	3680.00	Rs. Three thousand six hundred eighty only.
177 ~~134~~ 177	6	Providing & fixing of Electronic **Hooters** housed in sheet steel / Polymer housing suitable for wall / ceiling and surface / recess mounting including making connections with wires complete in all respects and as per specifications.	8	Each	1897.50	Rs. One thousand eight hundred ninety seven and paise fifty only.
178 ~~135~~ 178 179	7	Providing & fixing of Digitally addressed **6Zone Panel** having addressable features (Capable of giving individual address of each detector) **Fire AlarmControl and indicating panel,microprocessor based with RS 485 communication,** pulser, timer for dual stage alarm facility complete with indicators, floor selector switches, stand by SMF lead acid battery (suitable for 48 hours normal operation & after that min. 30 minutes for full load operation), battery charger, battery box, connections to building automation system / Fire fighting pump panel etc. as required, complete in all respect as per specifications and requirements. The panel shall have facility of automatic dialing to 5 telephone numbers in case of alarm. The main control panel should give a distinct visual signal of the isolation of zone from the local indication panel. If all the zones at the local panel are isolated or if the fuse of the LCP gets blown, it should result in an open circuit fault indication at the Main Panel. Each zone should have provision of activation of hooter.	1	Each	64400.00	Rs. Sixty four thousand four hundred only.
~~136~~	**FIRE EXTINGUISHERS AND SAND BUCKET:-**					
~~137~~		Supply And Installation of :-				
180 181 ~~138~~ 181	1	Providing & fixing of **ABC Powder Type** (Stored Pressure) Fire Extinguisher 6 Kg. Capacity ISI Mark (IS:15683) operating temperature (+5)° C to (+55)° C for Class 3A type of Fire filled with MAP ABC Powder Complete in all respect	4	Each	4945.00	Rs. Four thousand nine hundred forty five only.

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...ROAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
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182 ~~139~~	2	Providing & fixing of **CO2** Type Fire Extinguisher 4.5 Kg Capacity ISI Mark (IS:15683) operating temperature (-30)° to (55)° C for Class 13B type of Fire fitted with 1 Mt. Hose & PVC Horn Complete in all respect.	8	Each	9315.00	Rs. Nine thousand three hundred fifteen only.
~~140~~	**SECURITY & SURVILLANCE SYSTEM**					
183 ~~141~~	**Q.R 5.1.01**	Supplying Installing Testing and commissioning of Colour Camera (Dome shaped)800 TVL LookMan make model Secura SXD-1318MT day night vision camera IR distance 15 m all complete as per specification and direction of E/I.	41	Each	6279.00	Rs. Six thousand two hundred seventy nine only.
184 ~~142~~	**Q.R 5.1.03**	Supplying Installing Testing and commissioning of Digital video Recorder LookMan make 24 channel model Secura SDVR-9224 Standalone, N/W DVR along with hard disc HDD 1000 GB all complete as per specification and direction of E/I.	1	Each	78200.00	Rs. Seventy eight thousand two hundred only.
185 ~~143~~	**Q.R 5.1.04**	Supplying Installing Testing and commissioning of Switcher Comtech make model all complete as per specification and direction of E/I.	1	Each	11040.00	Rs. Eleven thousand forty only.
186 ~~144~~	**Q.R 5.1.05**	Supplying Installing Testing and commissioning of PSU for camera(2 amp) all complete as per specification and direction of E/I.	45	Each	1380.00	Rs. One thousand three hundred eighty only.
187 ~~145~~	**Q.R 5.1.06**	Supplying Installing Testing and commissioning of colour TV monitors Make SONY / Samsung 42" all complete as per specification and direction of E/I.	4	Each	78085.00	Rs. Seventy eight thousand eighty five only.
188 ~~146~~	**Q.R 5.1.07**	Supplying Installing Testing and commissioning of power extension strip 3+1 all complete as per specification and direction of E/I.	41	Each	517.50	Rs. Five hundred seventeen and paise fifty only.
189 ~~147~~	**Q.R 5.1.08**	Supplying Installing Testing and commissioning of cable for power I/P to camera laying of cable all complete as per specification and direction of E/I.	500	Mtr.	28.75	Rs. Twenty eight and paise seventy five only.
190 ~~148~~	**Q.R 5.1.09**	Supplying Installing Testing and commissioning of RJ-6 Wire all complete as per specification and direction of E/I.	1500	Mtr.	33.35	Rs. Thirty three and paise thirty five only.
191 ~~149~~	**Q.R 5.1.10**	Supplying Installing Testing and commissioning of Power socket for camera all complete as per specification and direction of E/I.	45	Each	172.50	Rs. One hundred seventy two and paise fifty only.

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Managing Director

Chief Engineer
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192 ~~150~~ 192	1.21 B.S.R	S/F PVC conduit: Supplying and fixing of following sizes of PVC conduit along with accessories in surface/ recess including cutting the wall and making good the same in case of recess conduit as required. 32 mm	1500	Mtr.	59.80	Rs. Fifty nine and paise eighty only.
151	**UPS & INVERTER**					
193 ~~152~~ 193	Q.R. 1.01	Supplying installing and commissioning of DSP Sine Wave heavy duty inverter 10.0 KVA 180 V, single phase , voltage range 140-280 V , power factor 0.8, voltage regulation 220 volt ± 10%, frequency regulation 50 Hz ± 1%, overload handling capacity 100 ± 3% with auto reset function, short circuit protection >300% load with manual reset function and free of spikes and surges, compliant with pollution control and other legal norms all complete inclusive of taxes royalty as per company specification and direction of E/I.	2	Each	113230.00	Rs. One lac thirteen thousand two hunded thirty only.
194 ~~153~~ 194	Q.R. 1.02	Supplying installing and commissioning of DSP based double conversion online UPS system with true galvanic isolation r 10.0 KVA , single phase , voltage range 170-280 V AC , power factor 0.8, voltage regulation 230 volt ± 1%, frequency regulation 50 Hz ± 0.05 HZ, overload handling capacity 110% for 8 minutes with auto reset function, short circuit protection >300% load with manual reset function and free of spikes and surges, compliant with pollution control and other legal norms all complete inclusive of taxes royalty as per company specification and direction of E/I.	2	Each	114400.00	Rs. One lac fourteen thousand four hundred only.
195 ~~154~~ 195	Q.R. 1.03	Supplying and installing Sealed Maintainance Free Battery, pollution free & eco friendly12v 135 Ah as per companys specification and direction of Engineer-in-charge.	32.00	Each	11237.50	Rs. Eleven thousand two hundred thirty seven and paise fifty only.
196 ~~155~~ 196	Q.R. 1.04	Supplying and installing Sealed Maintainance Free Battery, pollution free & eco friendly12v 165 Ah as per companys specification and direction of Engineer-in-charge.	30.00	Each	13112.50	Rs. Thirteen thousand one hundred twelve and paise fifty only.
197 ~~156~~ 197	14.14.2	Providing, laying and fixing following dia RCC pipe NP2 class (light duty) in ground complete with RCC collars, jointing with cemen mortar 1:2 including trenching (75 cm deep) and refilling etc. as required. **[150 mm dia]**	30.00	meter	387.84	Rs. Three hundred eighty seven and paise eighty four only.

Chief Engineer
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...YAM PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

198 ~~157~~	As per market rate	Aluminium Solar Street Lights Pole (4 - 5 meter)	9	Each	2225	Rs. Two thousand two hundred twenty five only.
199 ~~158~~		Infinite Solar 20W Solar LED Street Light with inbuilt battery and 20W Solar Panel (All included) [Part number: 88_LED_SSL]	10	Each	28,000.00	Rs. Twenty eight thousand only.
200 ~~159~~		Housing is made of robust Polycarbonate material, and the solar panel has a 100% aluminium frame. Cells used in the solar panel as "A" grade polycrystalline cells This solar street lighting set has a built in dusk-to-dawn sensors which automatically switches on the system during dark, and switches of the light when the sun is out. The unit comes with all the necessary batter overcharge and deep discharge protection circuits. There is a charging indicator that glows when the battery is charging. 88 nos. of bright piranha (white) superflux LEDs. Solar panel is 300.0 mm * 350.0 mm (2 nos of panels connected together). The battery built in the luminary is SMF 6V 13500mAh. The panels comes with a ready to use 3m charging cable. Up to inch diameter bent pipe can be used to fix the light. Backup time on a fully charged battery is 12 to 14 hours. It takes 12 sunny hours for the battery to be full charged (under ideal conditions) using the solar panel provided. Rain proof system. Ideal for gardens, gateposts, lawns, small streets, internal roads, small city roads, farms, etc. Fit and forget. Ideal pole height should be 4.0m - 5.0m. This does not include any fabrication material like pole or mounting structure for the solar panel.				
201 ~~160~~	DRS 2014	Erection of metallic pole of following length in cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) foundation including excavation and refilling etc, as required.				
202 ~~161~~		Above 4.5 meter and upto 6.5 meter	10	Each	2565	Rs.Two thousand five hundred sixty five only.
~~162~~		**PA SYSTEM AND COMPUTER WATER COOLER & PURIFIER**				
203 ~~163~~		Providing, fiting and fixing of ahuja CMD 4200 microphone deligate units all complet jobs as per direction E/I	1	Each	8492.48	Rs. Eight thousand four hundred ninety two and paise forty eight only.
204 ~~164~~		Providing, fiting and fixing of ahuja SRX-50DX Speakers all complet jobs as per direction E/I	46	Each	3866.00	Rs. Three thousand eight hundred sixty six only.
205 ~~165~~		Providing, fiting and fixing of ahuja CMD-4000 AMPLIFIRE all complet jobs as per Direction E/I	1	Each	19998	Rs. Nineteen thousand nine hundred ninety eight only.

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~~166~~ 206		Providing, fiting and fixing of Speakers cable and connectors(kramer/OEM) of approvel brand, complet jobs as per direction E/I	300	mt	233.18	Rs. Two hundred thirty three and paise eighteen only.
207 ~~167~~ 210		Providing, fiting and fixing of microphone cable and connectors (kramer/OEM) of approvel brand, complet jobs as per direction E/I	50.00	mt	319.23	Rs. Three hundred nineteen and paise twenty three only.
208 ~~168~~ 211		Providing, fiting and fixing of ahuja AWM-890UHF cordless mike with system complet jobs as per Direction E/I	1	Each	14,025.26	Rs. Fourteen thousand twenty five and paise twenty six only.
209 ~~169~~ 212		Supplying fixing and installing of dell opetiplex 3020 MT, Intel Core i3 3220,3.3 GHz. 3mb Cache or higher RAM 4GB 1333 MHz upgreadable up to 16 GB, 500 GB 7200 rpm or higher 47 cm (18.5 inch) or larger tft colure moniter. 6 USB ports DVD ROM Drive. window 8 professional os, Antiviros (Norten Mcafee or eTrust or EScan or fore front trend micro or PC tool or Quick heal) all complet job as per approved sep	2	Each	53,867.95	Rs. Fifty three thousand eight hundred sixty seven and paise ninety five only.
210 ~~170~~ 213		Supplying, fixing and Installing of HP laser jet Pro M1136 multifuction printer all completed job as per spc.	1	Each	11,997.47	Rs. Eleven thousand nine hundred ninety seven and paise forty seven only.
211 ~~171~~ 214		**WATER COOLER-** Supplying, fixing and Installing of 30 LIT capacity water cooler voltas or equivalent make complet jobs as per Direction E/I	4	Each	40000.00	Rs. Forty thousand only.
212 ~~172~~ 215		**WATER PURIFIER-** Supplying, fixing and Installing of KENT purifier with UV protection complet jobs as per Direction E/I	4	Each	21000	Rs. Twenty one thousand only.
						7,671,166.83
					TOTAL (B)=	**7,671,167.00**
		DG SET				
1		supplying and instalation of DG set with 63 KVA capacity automatic genset of make Kirloskar/ Mahindra/ Koss with silent feature.	1	NOS	715,000.00	Rs. Seven lac fifteen thousand only.
					(C)	**715,000.00**
		(2) PHD Works				
1	12.79	Providing and fixing on wall face unplasticised -PVC molded pipes & fittings/accessories Providing and fixing on wall face unplasticised -PVC molded fittings/accessories for unplasticised-PVC rain water pipes conforming to (S:4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion. all complete job as per approved design/drawings, technical speciifcations and relevant clauses of building specification and direction of Engineer-in-charge.				
	12.79.2	110 mm diameter pipe	258.00	M	214.20	Rs. Two hundred fourteen and paise twenty only.

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SOHAM TRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

	12.79.1.2	110 mm diameter Coupler	80	Nos.	144.70	Rs. One thousand forty four and paise seventy only.
	12.79.3.2	110 mm diameter Tee with Door	90	Nos.	315.90	Rs. Three hundred fifteen and paise ninety only.
	12.79.5.2	110 mm diameter Bend	125	Nos.	173.70	Rs. One hundred seventy three and paise seventy only.
	12.80.2	110 mm diameter pipe clip	125	Nos.	138.65	Rs. One hundred thirty eight and paise sixty five only.
2	17.32.2	Mirror of superior glass Rectangular shape 453 mm x 357 mm 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 ground fixed to wooden cleats with C.P. brass screws and washers complete. Rectangular shape 453 mm x 357 mm all complete job as per approved design / drawings, technical speciifcations and relevant clauses of PHED specification and direction of Engineer-in-charge.	60	Nos.	643.40	Rs. Six hundred forty three and paise forty only.
3	17.33	Providing and fixing 600 mm x 120 mm x 5 mm glass shelf Providing and fixing 600 mm x 120 mm 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. all complete job as per approved design / drawings, technical speciifcations and relevant clauses of PHED specification and direction of Engineer-in-charge.	60	Nos.	478.30	Rs. Four hundred seventy eight and paise thirty only.
4	12.78.2	Providing and fixing on wall face unplastidsed-PVC(working pressure 4 kgf per sqm) rain water pipes conforming to IS :4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion.	190	M	214.20	Rs. Two hundred fourteen and paise twenty only.
5	17.43.1.2	Providing and fixing single equal plain junction Providing and fixing single equal plain junction of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete. 100 mm x 100 mm x 100 mm Sand cast iron S&S as per IS - 3989 all complete job as per approved design / drawings, technical specifcations and relevant clauses of PHED specification and direction of Engineer-in-charge.	48	Nos.	674.90	Rs. Six hundred seventy four and paise ninety only.

Chief Engineer
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SHREE PANJAB DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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6	17.60.1.1	Providing and fixing trap 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 100 mm inlet and 100 mm outlet Sand cast iron S&S as per IS: 3989 all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.	64	Nos.	837.70	Rs. Eight hundred thirty seven and paise seventy only.
7	18.3.2	Providing and fixing Polyethelene-Aluminium-Polyethelene (PE-ALPE) Composite Pressure Pipes Providing and fixing Polyethelene-Aluminium-Polyethelene (PE-ALPE) 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 0C, 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. External work 1620 (20 mm OD) pipe all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.	452.00	M	239.80	Rs. Two hundred thirty nine and paise eighty only.
8	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 jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the 15 mm nominal outer dia Pipes all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.	625.00	M	241.00	Rs. Two hundred forty one only.
9	18.9.3	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes 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. External work 25 mm nominal outer dia Pipes all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.	345.00	M	193.80	Rs. One hundred ninety three and paise eighty only.
10	18.49.1	15 mm dia nominal bore Bib Cock	64	Nos.	497.00	Rs. Four hundred ninety seven only.

GOLDEN ROAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

Chief Engineer
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11	18.50.1	15 mm dia nominal bore long nose Bib Cock (Pillar Cock)	60	Nos.	862.10	Rs. Eight hundred sixty two and paie ten only.
12	18.52.1	15 mm dia nominal bore Stop Cock	172	Nos.	670.70	Rs. Six hundred seventy and paise seventy only.
13	18.53.1	15 mm dia nominal bore Angle Valve	124	Nos.	549.30	Rs. Five hundred forty nine and paise thirty only.
14	19.2.1	Providing and laying cement concrete 1:5:10 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 all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.				
		100 mm diameter S.W. pipe	440.00	M	312.50	Rs. Three hundred twelve and paise fifty only.
15	19.6.2	Providing and laying non-pressure NP_2 class R.C.C. pipes Providing and laying non-pressure NP_2 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 : 150 mm dia. R.C.C. pipe all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.				
		150 mm dia. R.C.C. pipe	110.00	M	337.10	Rs. Three hundred thirty seven and paise ten only.
16	19.27.1	Constructing brick masonry road gully chamber Constructing brick masonry road gully chamber 50 cm x 45 cm x 60 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 75 all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge	10	Nos.	3117.30	Rs. Three thousand one hundred seventeen and paise thirty only.

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

26/04

26/4

26/04/17

Managing Director

17	19.30.1.1	**Constructing brick masonry chamber** Constructing brick masonry chamber for underground C.I. inspection chamber and bends with 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), R.C.C. top slab with 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick 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 Inside dimensions 455x610 mm and 45 cm deep for single pipe line : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5 design : all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.	12	Nos.	3949.10	Rs. Three thousand nine hundred forty nine and paise ten only.
18	19.34.1	**Providing and fixing S.W. intercepting trap in manholes** 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 : 100 mm dia all complete job as per approved design / drawings, technical specifications and relevant clauses of PHED specification and direction of Engineer-in-charge.	8	Nos.	283.80	Rs. Two hundred eighty three and paise eighty only.
19	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.	20000	Lit.	6.80	Rs. Six and paise eighty only.
20		**Hindware orrisa pan** Providing and fixing of Hindware orrisa pan (Eco) of size 580*440 mm, cat no 20042 with 100 mm sand cast Iron P or S trap, 10 liter low level white P.V.C. flushing cistern, including fluse 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 floor wherever required with all conceled fitting all complete job as per direction of E/I	24	Nos.	1988.69	Rs. One thousand nine hundred eighty eight and paise sixty nine only.

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

26/04/14

SOHAM PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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	B.S.R 17.1.1	**Indian type W.C. pan** 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 Paryware/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.	36	nos.	3035.40	Rs. Three thousand thirty five and paise forty only.
21		**Hnidware Wall mounting pan** Providing and fixing white vitreous Hnidware Wall mounting of Size 665*360*350 mm Cat No. 92092 with seat and lid, 10 litre all conceled cistern with fitting & C.I brackets, 40 mm flush bend, with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and and making good the walls and floor wherever required with all complete job as per direction of E/I.	4	Nos.	15454.01	Rs. Fifteen thousand four hundred fifty four and paise one only.
22		**Counter Wash Basin** Providing and fixing of hindware media over Counter wash basin of Size 430*130 mm Cat No. 91069 with C.I. brackets, 15 mm C.P brass illar taps, 32 mm C.P brass waste of standard pattern, including painting of ittings and brackets,cutting and making good the walls wherever require : with all conceled all complete job as per direction of E/I.	60	Nos.	7388.15	Rs. Seven thousand three hundred eighty eight and paise fifteen only.
23		**Omega E sensor Urinal** Providing and fixing of Hindware Omega E sensor Urinal of Size570*320*280 mm ,cat No. 96006 with with all conceled fitting asper direction of E/I	48	Nos.	25108.60	Rs. Twenty five thousand one hundred eight and paise sixty only.
24	7506	**PTMT - Towel Rail (600 mm)**	64	Nos.	242.61	Rs. Two hundred forty two and paise sixty one only.
25	7503	**PTMT - Liquid Soap Container of 400 ml capacity**	12	Nos.	155.66	Rs. One hundred fifty five and paise sixty six only.
26	7095	**Stainless steel kitchen sink** - with drain board bowl depth 250 mm	2	Nos.	5566.03	Rs. Five thousand five hundred sixty six and paise three only.
27		**Detailed Estimate for construction of 125 mm x 40 mm x 90 mm Tube well Manual Boring** [Details sheet attached]	2	Each	60432.65	Rs. Sixty thousand four hundred thirty two and paise sixty five only.
28		**Septic Tank**				
		Detailed Estimate for construction of Septic Tank [Details sheet attached]	2	Each	78,567.00	Rs. Seventy eight thousand five hundred sixty seven only.
				TOTAL (D)=		**3,486,466.27**
		CARRIAGE OF MATERIAL				

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
26/04/17

...PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

26/4

29		Coarse Sand	2583.051	M^3	789.99	Rs. Seven hundred eighty nine and paise ninety nine only.
		Local Sand	1764.136	M^3	205.29	Rs. Two hundred five and pasie twenty nine only.
		Stone Chips	3559.328	M^3	1506.15	Rs. One thousand five hundred six and paise fifteen only.
		Cement	2394.644	MT.	289.87	Rs. Two hundred eighty nine and paise eighty seven only.
		Steel	475.070	MT.	289.87	Rs. Two hundred eighty nine and paise eighty seven only.
		Bricks	627.574	TH	601.67	Rs. Six hundred one and pasie sixty seven only.
30		**Different of Cost of Material**				
		Cement	2345.604	MT.	798.89	Rs. Seven hundred ninety eight and paise eighty nine only.
		Bricks	627.574	TH	0	zero
					Total (E)	**10,846,957.30**
				TOTAL (A+B+C+D+E)=		**121,968,165.81**
				SAY		**121,968,165.00**

(RUPEES TWELVE CRORE NINETEEN LAKH SIXTY EIGHT THOUSAND ONE HUNDRED SIXTY FIVE ONLY)

Tender approved in favour of Mohan Prasad Developers & Construction Pvt. Ltd. @ 10.00% (Ten Decimal Zero Zero Percent) below BOQ rates i.e. total amount comes to Rs. 10,97,71,348=00 (Rupees Ten Crore Ninety Seven Lacs Seventy One Thousand Three Hundred Forty Eight Only)

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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

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GOVERNMENT OF BIHAR

STANDARD BIDDING DOCUMENT
PROCUREMENT
OF
CIVIL WORKS

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

MANU PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
26/4.

Seal and Signature of Tenderer

STANDARD BIDDING DOCUMENT

PROCUREMENT OF CIVIL WORKS

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director
Seal and Signature of Tenderer

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

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.

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

1. NAME OF WORK : CONSTRUCTION OF PROPOSED EXAMINATION HALL IN BIHAR.

Sl. No.	District	Name of Examination Hall
6	CHAPRA	Examination Hall at Chapra

2. PERIOD OF CONSTRUCTION : 18 Months.

3. DATE OF ISSUE OF NOTICE INVITING BID : 20.07.2016

4. PERIOD AND PLACE OF SALE OF BID DOCUMENT : FROM : 16-08-2016 To 30-08-2016, 15.00 Hours on Website : www.eproc.bihar.gov.in

5. TIME, DATE AND PLACE OF PRE- BID MEETING : TIME : 16:00 HOURS, Date : 22-08-2016, in the office of Managing Director, BSEIDC, Patna.

6. LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE : 31-08-2016,TIME; 15:00 HOURS on Website : www.eproc.bihar.gov.in

7. LAST DATE AND TIME FOR RECEIPT OF EARNEST MONEY : DATE : 02-09-2016,TIME; 15:00 HOURS on Website : www.eproc.bihar.gov.in

8. *TIME AND DATE OF OPENING TECHNICAL BIDS : DATE : 02-09-2016, TIME: 16:30 HOURS on Website : www.eproc.bihar.gov.in

9. *TIME AND DATE OF OPENING FINANCIAL BIDS : DATE : 13-09-2016, TIME: 15:30 HOURS on Website : www.eproc.bihar.gov.in

10. PERIOD OF BID VALIDITY : 120 Days.

11. OFFICER INVITING BIDS : Chief Engineer, BSEIDC, Patna.

Should be the same as for the deadline for receipt of bids or promptly thereafter.

MODAK BAJAJ DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

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

26/4.

Seal and Signature of Tenderer

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INVITATION FOR BID
(IFB)

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director
Seal and Signature of Tenderer

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

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

जिला भवन, बिहार राष्ट्रभाषा परिषद कैम्पस, डॉ.राजेन्द्र प्रसाद सहाय पथ, सैदपुर, पटना–800004 (दूरभाष:–0612–2910314)

निविदा आमंत्रण सूचना संख्या–21 वर्ष 2016–17

प्रतिशत दर निविदा

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

1. बिहार राज्य के अन्तर्गत निम्नांकित कार्यों का निष्पादन कार्य हेतु प्रतिशत दर निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक उपक्रम में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन, उक्त कार्य का लेटर ऑफ एक्सेप्टेंस प्राप्त होने के बाद कराना होगा।

क्रम सं०	प्रमण्डलीय मुख्यालय का नाम	कार्य का नाम	प्राक्कलित राशि (लाख रू० में)	अग्रधन का राशि (लाख रू० में)	परिमाण निपत्र का मूल्य (रू०में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	पटना	Construction of Examination Hall in Patna Commissionary Headquarters district, Patna	1550.00	31.00	10,000/-	17,250/-	18 माह
2	मुजफ्फरपुर	Construction of Examination Hall in Muzaffarpur Commissionary Headquarters district, Muzaffarpur	1550.00	31.00	10,000/-	17,250/-	18 माह
3	भागलपुर	Construction of Examination Hall in Bhagalpur Commissionary Headquarters district, Bhagalpur	1550.00	31.00	10,000/-	17,250/-	18 माह
4	दरभंगा	Construction of Examination Hall in Darbhanga Commissionary Headquarters district, Darbhanga	1550.00	31.00	10,000/-	17,250/-	18 माह
5	गया	Construction of Examination Hall in Magadh Commissionary Headquarters district, Gaya	1550.00	31.00	10,000/-	17,250/-	18 माह
6	छपरा	Construction of Examination Hall in Saran Commissionary Headquarters district, Chhapra	1250.00	25.00	10,000/-	17,250/-	18 माह
7	मुंगेर	Construction of Examination Hall in Munger Commissionary Headquarters district, Munger	1250.00	25.00	10,000/-	17,250/-	18 माह
8	पूर्णियाँ	Construction of Examination Hall in Purnea Commissionary Headquarters district, Purnea	1250.00	25.00	10,000/-	17,250/-	18 माह
9	सहरसा	Construction of Examination Hall in Koshi Commissionary Headquarters district, Saharsa	1250.00	25.00	10,000/-	17,250/-	18 माह
10	पटना	Renovation and Interior Work of Bihar Intermediate Education Council Building at Budh Marg, Patna	353.00	7.06	10,000/-	17,250/-	12 माह
11	पटना	Construction of Building in the Campus of Bihar School Examination Board, Patna	1050.00	21.00	10,000/-	17,250/-	18 माह

1. प्राक्कलित राशि कार्य के कार्य की प्रकृति के अनुसार अग्रधन की राशि घट या बढ़ सकती है।

2. वेबसाईट–www.eproc.bihar.gov.in पर प्रकाशित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण निपत्र की राशि अंतिम रूप से मान्य होगा।

(2) विज्ञापन प्रकाशन की तिथि : दिनांक–20.07.2016

(3) परिमाण निपत्र प्राप्त करने की तिथि एवं अवधि एवं स्थान : दिनांक– 16.08.2016 से 30.08.2016, 15:00 घंटा (वेबसाईट:www.eproc.bihar.gov.in पर)

(4) बी.बिड सीटिंग का स्थान, समय एवं तारीख : दिनांक– 22.08.2016, 16:00 घंटा प्रबंध निदेशक, कार्यालय,बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम,

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

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

26/4.

Seal and Signature of Tenderer

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(5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक- 31.08.2016, समय- 15:00 घंटा

(6) अग्रधन जमा करने की अंतिम तिथि एवं समय :- दिनांक- 02.09.2016, समय- 15.00 घंटा

(7) टेक्निकल बिड खोलने की तिथि एवं समय : दिनांक - 02.09.2016, समय - 16:30 घंटा (वेबसाईट - www.eproc.bihar.gov.inपर)

(8) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक- 13.09.2016, समय- 15:30 घंटा (वेबसाईट www.eproc.bihar.gov.inपर

(9) निविदा खोलने का स्थान :- 120 दिन

(10) निविदा की वैधता की अवधि

(11) ई-टेन्डरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत करना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत हो सकेगा। वह केवल वेबसाईट www.eproc.bihar.gov.in से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्राप्त होगा।

(12) ई-निविदा पत्र वेबसाईट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाईट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाईट पर ही इलेक्ट्रानिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है।

(13) परिमाण विपत्र के दर से कम दर स्वीकृत करने पर बीड अग्रधन की शर्तों एवं सरकारी निर्देशानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।

(14) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के साथ अग्रधन कॉलम (11) 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 भुगतेय हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 02.09.2016के 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 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 प्रतिभूत (Pledged) की अग्रधन बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्स्ड डिपॉजिट रिसिप्ट अथवा बैंक गारन्टी जो निर्गत के दिनांक अवधि तक के लिए बिहार अवस्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक से निर्गत हो (अगर बिहार राज्य 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 02.09.2016 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।

(15) 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 वेबसाईट पर अपलोड कर लें। ताकि अंतिम समय में होनेवाले किसी प्रकार के व्यवधान से बच सकें।

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

(17) Even though the bidders meet the qualifying criteria, they are subject to be disqualified if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failure in the work of this Corporation.

(18) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को केवल www.eproc.bihar.gov.in पर प्रकाशित किया जायेगा। बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने/स्थगित करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।

(19) 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 सं० 0612- 2523006/7542020164

26.7.2016

ब्रजेश प्रसाद
मुख्य परामर्शी(तकनीकी)

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

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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SECTION 1

INSTRUCTION TO BIDDERS

(ITB)

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Section 1 : Instructions to Bidders

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. 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;

(b) total monetary value of construction work performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;

(d) major items of construction equipment proposed to carry out the Contract or evidence of arrangement; of possessing them on hire/ lease/ buying as defined therein;

(e) qualifications and experience of key site management and technical personnel proposed for contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

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(g) evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)

(h) undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.

(i) authority to seek references from the Bidder's bankers;

(j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount;

(k) proposals for subcontracting components of the Works amounting to more than 10% of the Bid 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 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.

- R.C.C. and P.C.C. 1970.00 cum
- Brick work quantity 542.00 cum

(usually 50% of the expected peak rate of construction)

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

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

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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 Annexuer-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 :

Assessed Available Bid capacity = (A*N*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 should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.*

4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

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- have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5.One Bid per Bidder

5.1 Each bidder shall submit only one bid for any work or one package or group. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6.Cost of Bidding

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

In case of cancellation of tender, cost of bidding document will be charged each times.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk must visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.2. Tender documents are not transferable.

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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 the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting. All bidders have to collect any addendum on next working day of pre-bid meeting. The bidder shall receive the minutes of the meeting on the next working day of the pre-bid meeting.

9.1.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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10.Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be collected by all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

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	
5	Specifications	Volume II
8	Drawings	Volume IV

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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 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 an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

16.4 The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.

16.5 The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Earnest money may be forfeited

(a)if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.

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(b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Performance Security.

17. Alternative Proposals by Bidder

17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilisation advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered 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)

(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)
- Financial Bid: Not to be opened except with the approval of Evaluation Committee. (Only on Website : 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.

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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)

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)

(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 letter.

(iv) Immediately (usually within 3 to 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

22.5 At the time of opening of "Financial Bid", the names of the bidders found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.

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22.6 In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be that in which they appear in the "Invitation For Bid".

22.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.5

23. Process to be Confidential

23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in 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 quanity, 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;

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(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 accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby in incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Employer's action.

30. Notification of Award and Signing of Agreement

30.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the

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Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause 31.

30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.

31. Performance Security

31.1 Within 10 (ten) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent 2% of the 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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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 2011 – 2012 2012 – 2013 2013 – 2014 2014 – 2015 2015 – 2016.	
3.	The required annual financial turn over amount is Rs. 609.84 Lac (Rupees Six Crore Nine Lac and Eighty Four Thousand Only)	[Cl. 4.5 A(a)]
4.	Required minimum value of one similar work is Rs. 304.92 Lac (Rupees Three Crore Four Lac and Ninety Two 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% 0f 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 be opened THROUGH WEBSITE Only Website : www.eproc.bihar.gov.in	

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12. Address of the Employer : Managing Director, BSEIDC, Patna. [Cl. 4.5(a)]

13. Identification: [/cl. 19.2(b)]

Bid for : : Examination Hall at Chapra
Sl.No. : 6

Bid reference No. : 21 , Year : 2016-17

Do not open before : As Per NIT / CORRIGENDUM

14. Bids may be submitted only in Percentage Rate Method.

15. Schedule of rate applicable for Percentage Rate Method is S.O.R., BCD, Effective from: 15.09.2014 & D.S.R (ELECTRICAL) 2014.

16. The bid should be submitted latest by Date : As Per NIT [Cl. 20.1(a)]

17. The bid will be opened through Web Site : /www.eproc.bihar.gov.in [Cl. 23.1]

18. The Cost of BOQ & Cost of Earnest money : As Per NIT. [Cl. 34.1]

19. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

Year beforeMultiply 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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ANNEXURE-I

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

[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^3/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 & Equipments will be decided.

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

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ANNEXURE – II

List of Key Personnel to be deployed on Contract Work

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

Sl. No.	Personnel*	Qualification	Contract Package Size						
			Rs. 5-30 Lacs	Rs. 30 Lacs to 70 Lacs	Rs. 70 Lacs to 2 Crores	Rs. 2-10 Crores	Rs. 10-30 Crores	Rs. 31-50 Crores	More than 50 Crores
1.	Project Manager	B.E. Civil + 10 Years Exp. (5 years as Manager) or retired E.E.					1 No.	1 No.	1 No.
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	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

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SECTION 2

QUALIFICATION INFORMARION

(to be filled in by Bidder)

VISHAL PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

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

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QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder
(Attach copy)

Place of registration :

Principal place of business :

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_____ β
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.**

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. In Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work completed)

** Attach certificate(s) from the Engineer(s)-in-Charge*
*** Immediately preceding the financial year in which bids are received .*
β Attach certificate from Chartered Accountant.

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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 :**

Year	Name of the work	Name of the Employer*	Quantity of work performed (cum) @ Remarks						
			Cement Concrete (including RCC & PCC)	Masonry	Earth works	WBM	WMM	Bituminous Work	Remarks* (indicate contract Ref)
200__200__									
200__200__									
200__200__									
200__200__									
200__200__									

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.

(A) Existing commitments and on-going works:

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

** Attach certificate(s) from the Engineer(s)-in-Charge*
@ The item of work for which data is requested should tally with that specified in ITB clause 4.5(c)
*** Immediately preceding the financial year in which bids are received.*
 # Delete, if prequalification has been carried out.

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Managing Director

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(B) Works for which bids already submitted :

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instruction to Bidders.

Description of Work.	Requirement		Availability proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/Leased to be procured	Nos./Capacity	Age/ Condition	
1	2	3	4	5	6	7

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1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position
Project Manager				
Etc.				

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

Sanction of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work
1	2	3	4

Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works [Reference Clause 4.5(d) & Clause 4.5(e)]

*1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

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*Delete, if prequalification has carried out

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1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10 Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history in which the Bidder is involved.

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

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.*

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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

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Managing Director

(Seal & Signature of Tenderer)

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

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AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s_____ _____ has been blacklisted nor has abandoned any work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

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

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Managing Director

(Seal & Signature of Tenderer)

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

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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

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

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Managing Director

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SECTION 3

GENERAL CONDITIONS OF CONTRACT

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

(Seal & Signature of Tenderer)

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

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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- 2)or item rate tender (Form -3)

2. Form - 1, 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 - 1) 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 with all blanks, duly filled shall be separately issued to all intending tenderers.

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Director

(Seal & Signature of Tenderer)

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

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(A Govt. Of Bihar UNDERTAKING)

Form-1

NOTICE INVITING TENDER

1. The ..... on the behalf of ..... invites item rate/ percentage rate bids from the eligible and approved contractor registered with State RCD/BCD/ other State P.W.D. & Central Government / PSU or any Agency of National / International repute for each of the following works:-

District	Name of work	Estimated cost in Rs./ Lakh	Earnest money	Time allowed for completion	Last date and time for receipt of application for issue of tender forms	Time and date of opening of tender	Place of sale and submission of tender
1	2	3	4	5	6	7	8

The bidders who download the bidding documents from the internet site ..... would have to pay the cost of bid documents and submit it in a separate envelope marked cost of bidding document downloaded from internet.

Criteria of eligibility for issue of tender document

1.1 Issue 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.

Following documents duly attested by gazetted officer and photocopied are required at the time of 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).

(a) Registration paper (renewed) of appropriate class and deptt.

(b) Latest sales tax clearance/ sales tax registration in State of Bihar.

(c) Latest labour license (renewed) in State of Bihar.

(d) Power of attorney/ partnership deed/ MoU of private limited company.

(e) Bank Draft for B.O.Q. cost.

(f) Tools & plants ownership/ lease certificate required in aforesaid work duly verified from Divisional Engineer / other State PWD / CPWD Contractor will provide permission from appropriate authority for tools & Plant and Undertaking to install it on works site after issuing letter of acceptance.

Managing Director

(Seal & Signature of Tenderer)

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

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2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSEIDC-2/3. Tenderer shall quote his rates as overall percentage above/below the amount of B.O.Q. or item rate as per various terms and conditions of the said form which will form part of the agreement.

3. The amount of Estimated Cost or B.O.Q. Cost of the work may vary.

4. The earnest money will be applicable on the sanction cost of B.O.Q. only.

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 :-

_____

_____

_____

7. Receipt of applications for issue of forms will be stopped by 1500 Hrs. two days before the date fixed for opening of tenders. Issue of tender forms will be stopped one 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 Bank Draft as cost of tender.

ii) Earnest Money of Rs. _____ as mentioned in Bihar Financial Rule .For work costing more than one crore, Bank Guarantee from any Nationalised/ scheduled bank in the state. (If issued from any bank outside state then it will be converted from any bank within state before executing the work agreement)

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 ----------

(i) ..... (ii)

..... (iii)

..... 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 including earnest money in the form as mentioned in Bihar Financial Rules. For works costing more than one Crore, 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

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(Seal & Signature of Tenderer)

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

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 from Government service, without the previous permission of the Government of Bihar in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission to the Government of Bihar as aforesaid before submission of the tender or engagement in the contractors service.

15 The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money as aforesaid.

16. The Corporation has right to cancel or postpone any work without giving any notice or clarification.

17. The Corporation may add or delete any of the condition required for execution of any work.

18. This Notice Inviting Tender shall form a part of the contract document. The CompetentAuthority, shall issue the letter of acceptance and will sign the contract within 15 days of submitting the performance guarantee by the successful tenderer contractor.

Signature the Competent Authority
For & on behalf of the Corporation.

.....

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

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

Managing Director

26/4

(Seal & Signature of Tenderer)

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 one hundred twenty (120) 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 as 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 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

(Seal & Signature of Tenderer)

26/04

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

26/4

Address :

Occupation :

A C C E P T A N C E

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 .....

26/04/15

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

Managing Director

(Seal & Signature of Tenderer)

GOVERNMENT OF BIHAR

ALL WORKS DEPARTMENT

General Rules & Directions

1. All work proposed for execution by contract will be notified in a form of invitation to 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 that 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

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Managing Director

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

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.

Applicable for Item Rate Tender only (Form- 3)

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 Percentage Rate Tender only (Form- 2)

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. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be take as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

Managing Director

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

26/4.

(Seal & Signature of Tenderer)

11. In the case of any tender where unit rates of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

Applicable for Item Rate Tender only (Form- 3)

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. 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 in the end. Unless 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.

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

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)

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

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

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer / competent Authority of the Bihar State Educational Infrastructure Development Corporation Ltd. may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

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

26/4

(Seal & Signature of Tenderer)

CONDITIONS OF CONTRACT

Definitions : 1. The contract means the document forming the tender and acceptances thereof and the formal agreement executed between the competent authority on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd. and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them :-

i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted 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 Authorily Provided that the contractor is also to show that he has taken all due precaulions 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.

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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.

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.

Scope and Performance

3. 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 info 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 that 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.

Discrepancies and Adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-

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i) Description of Schedule of Quantities.

ii) Particular Specification and Special Condition, if any

iii) Drawings.

iv) MORT & H specification.

v) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document 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.

Signing of 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.

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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/ Pleadged 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 exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the Corporation on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge any sum or sums which may have been deducted from, or raised by sale of his security deposit

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or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money at the time of tenders will be treated a part of the Security Deposit.

CLAUSE 2

Compensation for Delay (Liquidated Damage

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government / Corporation on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer / Chief 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 / Rescined

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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i) It 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 1/8th 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 for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor as decided by the Employer within ¼th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all. the reasons shall be examined by the Superintending Engineer / Chief Consultant (Technical) and his decision shall be final and binding.

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'.

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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.

The Engineer shall record the minutes of the meeting and provide a copy to the Contractor for compliance. These minutes will be a part of evidence in case of any request for extension of time or impunitive action against the contractor.

CLAUSE 6

Measurement of Work Done Engineer-in-Charge shall, except as otherwise provided, ascertain and determine measurement and the value in accordance with the contract of work done.

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All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works perform under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative at least once in a month during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and 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-n-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.

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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

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises in which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and

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sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as 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

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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 bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as directed by the engineer-in-charge. Not withstanding anything to the contrary contained in any other clause of the contract and (or the PWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the Corporation shall remain the absolute property of the Corporation and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a require but in case it is

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decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. 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 the throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal 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

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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 absolute discretion. The first installment of such advance before shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installment shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-In-Charge.

Plant & Machinery & Shuttering Material Advance

iii) An advance for plant machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the

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expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 85% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge and approval from Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 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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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 not 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 may require any documents so kept and such other information as the Engineer-in-Charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

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CLAUSE 10 CA

Payment on Account of Increase/decrease in Prices of construction materials after receipt of tender.

If after submission of the tender, the price of cement or steel reinforcement bars / bitumen incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, 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 work in question.

If after submission of the tender, the prices of cement and/or steel reinforcement bars / 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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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 o 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 15th 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 rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are:

Adjustment for labour component

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

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V_L = $0.85 \times P_1/100 \times R \times (L_1 - L_0)/L_0$

V_L = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L_0 = the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Bids as published by Labour Bureau, 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 o 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.

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.

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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 15th 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 15th 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 as published by Ministry of Industrial Development, Government of India, New Delhi.

P_1 = Percentage of plant and machinery spares component of the work.

Note : For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

Adjustment of other materials component

(vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$V_m = 0.85 \times P_m/100 \times R \times (M_1-M_0)/M_0$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

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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 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

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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 :

i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

ii) 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

Deviation, Extra items and Pricing

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.

Deviation, Substituted Items, Pricing

(a) 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 rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within one month of 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.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess 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

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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.

CLAUSE 14

Cancellation of contract in full or part

If the contractor :

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

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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 or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority;

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Engineer-in-Charge shall on such cancellation by the Competent Authority have powers to :

(a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or

(b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the 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

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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 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, improper or unskilful 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 or 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 happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient option thereof. The security deposit of the contractor shall not be refunded before the expiry of defected liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of Electrical & Mechanical services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract which ever is earlier.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

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

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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, 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.

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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 Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature 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.

iv) a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled 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.

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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. Safely 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 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.

CLUASE 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

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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.

i) If the contractor considered any work demanded of him to be outside the requirements of the contract, or dispute any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Superintending Engineer/Chief consultant(Technical) in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of fifteen days from the receipt of the contractor's letter.

If the Superintending Engineer/Chief consultant(Technical) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer/Chief consultant(Technical), the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Executive Officer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Executive Officer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Executive Officer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of 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

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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

Contractor to indemnity Govt. against Patent Rights

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 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.

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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 with hold 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 is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Corporation will be kept withheld or retained as such by the Engineer-in-Charge or Corporation till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Corporation shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii) Corporation shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and 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 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.

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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 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

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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 cause except major breakdown due to no fault of the contractor or fauity use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer in Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer in Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown occurs before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the contractor.

v) The hire charges shown above are for each day of 8 hours (inclusive of the one-hour lunch break) or part thereof.

vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery 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.

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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 hflf 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 finaland 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, 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

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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, these days shall be determined in advance and also during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of the clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall submit a certificate of employment of the technical representative/responsible agent along

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with every on account bill/fixed bill and shall produce evidence if at any time so 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 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.

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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 there of 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 within two years of retirement

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 or employee of a contractor for a period of two years after his retirement from government service without the previous permission of State Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the contractor's service, as the case may be.

CLAUSE 40

Return of material and recovery for excess material issued

i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance (see Clause 10) theoretical quantity of materials issued by the Corporation for use in the work shall be calculated on the basis and method given hereunder.

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required different items of work as shown in the Schedule of Rates mentioned in-Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the

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same shall be calculated on the basis of standard formula to be laid down by the Engineer in Charge.

b) Theoretical quantity of steel reinforcement of structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer in Charge, including authorised lappages, chairs etc., plus 3% wastage due to 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.

CLUASE 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 :

(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

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(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.

CLAUSE 48

Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is :

(a) clearly intended by or provided for in the Contract, or

(b) particularised in the Contract (in case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

(c)

CLAUSE 49

Cost of Tests not Provided for

If any test required by the Engineer which is :

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(a) not so intended by or provided for,

(b) (in the cases above mentioned) not so particularised, or

(c) (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the provisions 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

Substational 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 has 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)

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PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities : **BOQ attached with Financial** bid.

Sl. No.	Description of Item(with brief specification and reference to book of specification)	BILL OF QUANTITY				Amount
		Quantity	Unit	Rate		
				In figure	In words	
1	2	3	4	5	6	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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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 Examination Hall at Chapra.
Sl. No. :6

Estimated cost of work : Rs. 121968165 (RUPEES TWELVE CRORE NINETEEN LAKH SIXTY EIGHT THOUSAND ONE HUNDRED SIXTY FIVE ONLY.)

i) Earnest money : Rs. 22.20 Lac (Rupees Twenty Two Lac Twenty Thousand Only).

ii) Performance Guarantee: 2% of tendered value including earnest money.

iii) Security Deposit : 8 % of tendered value.e

iv) Defect Liability period: Three Years.

v) 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).
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	As Per SOR, BCD,
2(xi)	Standard Schedule of Rates	S.O.R, B.C.D, Dt. : 15.09.2014 & D.S.R (ELECTRICAL) 2014.

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

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)

2(xii)	Department & Employer	BSEIDC, Patna.
9(ii)	Standard PWD Contract Form	PWD 2/3 as modified & corrected upto

Clause 1

i)	Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance, in days	15 days
ii)	Maximum allowable extension beyond the period provided in i) above in days	7 days

Clause 2

Authority for fixing compensation under clause 2. — Chief Engineer, BSEIDC

Clause 2A

Whether Clause 2A shall be applicable — No

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.			
3.			
4.			

AND

Sl. No.	Financial Progress	Time allowed (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8TH (of whole work)	1/4TH (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.	3/8TH (of whole work)	1/2TH (of whole work)	
3.	3/4TH (of whole work)	3/4TH (of whole work)	
4.	Full	Full	

Time allowed for execution of work — 18 Months.

Authority to give fair and reasonable extension of time for completion of work. — Chief Engineer, BSEIDC, Patna

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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

(Seal & Signature of Tenderer)

Clause 7

Gross work to be done together with net 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

Cluase 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.	SBD , NIT & B.O.Q.
• The law, which applies to the contract, is	The Law of Union of India.
• The court of jurisdiction	Patna.
• The Language of contract document	English
• The limit of sub-contracting	_____X_____
• The Currency of the Contract is	Indian Rupees

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

(Seal & Signature of Tenderer)

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

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SECTION 5

SPECIAL CONDITION OF CONTRACT

(Condition of Particular Application)

ROHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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SECTION 6

TECHNICAL SPECIFICATION

(Along with Basic drawings)

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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SECTION 7

BILL OF QUANTITY

(Attached with Financial bid)

JOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)

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

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 for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

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

(Seal & Signature of Tenderer)

BILL OF QUANTITIES

Sl. No.	Description of Item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amount
				In Figure	In Words	
	(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.

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)

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

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SECTION 8

SECURITIES AND OTHER FORMS

(to be filled by Bidder/Employer)

JOHARI PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

(Seal & Signature of Tenderer)

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

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS, _____[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____[date] for the construction of _____[name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ _____ [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).

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)

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

26/4.

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.

MOHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

(Seal & Signature of Tenderer)

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

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PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]

_____ [address of Employer]

_____

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract 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.*

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

SHIVA PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director
(Seal & Signature of Tenderer)

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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,

Signature and Seal :_____

Name of Bank /Financial Institution_____

Address : _____

Date : _____

* *An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.*

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

Managing Director

(Seal & Signature of Tenderer)

INDENTURE FOR SECURED ADVANCES

FORM 31

(for use in case in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the _____ day of _____, 20_____ BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his 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

DHANI PRASAD DEVELOPERS & CONSULTANTS PVT. LTD.
Managing Director
(Seal & Signature of Tenderer)

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

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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 _____ _____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at by time thereafter adopt all or any of the following courses as he may deem best :

SHAM PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

(Seal & Signature of Tenderer)

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

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(a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he has carried it out in accordance with the said agreement and at the rests thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.

(b) Remove and sell by public auction the seized materials or any part there of 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.

...H PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director
(Seal & Signature of Tenderer)

Chief Engineer
B.S.E.I.D.C. Ltd. Patna
26/4.

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[1] is hereby accepted by our agency.

We accept/ do not accept that _____ be appointed as the Adjudicator[2]. Your 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

Name and title of Signatory

Name of Agency

---

[1] *Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.*

[2] *To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".*

UMMI PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.

Managing Director

(Seal & Signature of Tenderer)

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

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Issue of Notice to proceed with the work

(Letterhead of the Employer)

_____(Date)

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)

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

JAI PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director
(Seal & Signature of Tenderer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____(name and address of Employer) [hereinafter called "the (name and address of 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

(iv) Condition of Contract : General and Special

(v) Contract Data

(vi) Additional condition

(vii) Drawings

(viii) Bill of Quantities and

(ix) Any other documents listed in the Contract Data as forming part of the Contract.

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

Managing Director

(Seal & Signature of Tenderer)

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 Delivered by the said _____
_____

in the presence of :

Binding Signature of Employer _____

Binding Signature of Contractor _____

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

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PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director
(Seal & Signature of Tenderer)

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

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

Managing Director

(Seal & Signature of Tenderer)

SECTION 9
DRAWINGS
(To be Attached)

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

JHAN PRASAD DEVELOPERS & CONSTRUCTIONS PVT. LTD.
Managing Director
(Sole Signature of Tenderer)

SECTION 10
DOCUMENTS TO BE FURNISHED BY BIDDER)
(Attached)

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

CONSTRUCTIONS PVT. LTD.
Managing Director

(Seal & Signature of Tenderer)