





## AGREEMENT No. 222 SBD of 2016-17

Name of Work : "Construction of Upgraded Senior Secondary Schools on Panchayat Level in Bihar- Group no. USSS-41 B, ( Middle School at Khajuria in the District of Gaya )

Name of Agency : **Nagendra Singh,**  
Date of Commencement : **21-02-2017**  
Time of completion : **Fifteen Months**  
Estimate Cost : Rs 1,24,02,198/-  
Agreement Value : Rs. 1,11,61,978/- (10.00% below BOQ rates)

Earnest Money :  
Performance Security : Rs. 6,45,000/- (Details attached)  
This agreement, made the **21st February**, 2017 between Bihar State Educational

Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and **Nagendra Singh, Madhusudan Colony, Road No. -5, Gaya, Bihar**, hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute "Construction of Upgraded Senior Secondary Schools on Panchayat Level in Bihar - Group no.- USSS- 41 B" hereinafter called "the work" and the Employer has accepted the Bid by the Contractor for the execution of such work and the remedying of any defects therein, at a cost of **Rs. 1,11,61,978/- (Rupees One Crore Eleven Lac Sixty**



constituted 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 constituted 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.....





Performance Security of "Nagendra Singh" of "USSS-41B"

BG No.

1465161GFIN0056

DOI

09.12.16 To 08.12.19

Amount

645000.00

(Rupees Six Lacs Forty Five Thousands Only)

*Amir Khat*

30/11/17

**लेखा पदाधिकारी**

बिहार राज्य शैक्षणिक आधारभूत संरचना  
विकास निगम लि०, पटना

*Signature*

30/11/17



To,

Date: 25-11-2016

**Nagendra Singh,**  
Madhusudan Colony, Road No.-5, Gaya.

Dear Sir,

This is to notify you that your Bid dt. 25.04.2016 for execution of "Construction of Upgraded Senior Secondary Schools in Bihar- (Gr. No.-USSS-41 B of NIT No.-46/2015-16) (Middle School at Khajuria in the District of Gaya) has been accepted by the Corporation at your quoted rate of 10.00% (Ten Decimal Zero Zero Percent) below BOQ rates amounting to total contract price of Rs. 1,11,61,978=00 (Rs. One Crore Eleven Lacs Sixty One Thousand Nine Hundred Seventy 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. 6,42,000=00 (Rs. Six Lacs Forty Two 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

  
(Rajesh Prasad)

Chief Consultant (Technical)

Date: 26-11-2016

Memo no: BSEIDC/FIN/2750/2016-17/- 12266  
Copy forwarded to : Sri Pankaj Kumar Singh, Computer Programmer for uploading on BSEIDC website/Senior Account Officer, BSEIDC, Patna for information & necessary action

  
Chief Consultant (Technical)

Date: 26-11-2016

Memo no: BSEIDC/FIN/2750/2016-17/- 12266  
Copy forwarded to : Chief Engineer, BSEIDC, Patna for information Please.

Memo no: BSEIDC/FIN/2750/2016-17/- 12266  
Copy forwarded to : Managing Director, BSEIDC, Patna for information Please.

  
Chief Consultant (Technical)

Date: 26-11-2016



# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION

(A Govt. Of Bihar Undertaking)

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

Cor. ID: U80301BR2011SGC015859, e-mail: bseide@gmail.com, website: www.bseide.in, Fax No.: 0612-2910314

Letter no.: BSEIDC/NIT/2015-16/- 4324


Patna, Date : 11-05-16

## CORRIGENDUM NOTICE NO.- 3

With reference to N.I.T. No. 46/2015-16 dated 25.02.2016 for "Construction of Secondary School (SSS) in different districts of Bihar" the following amendment has been as mentioned below :-

- (i) The Tender for Construction of School Building "Middle School Rampur Tilak" at Sl. No.-15, Group: USSS-8 (B) in the District-Purnia is Cancelled on unavoidable reasons.

The other terms and conditions will remain unchanged.

  
11-5-2016  
(Brajesh Prasad)  
Chief Consultant (Technical)



**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: U80301BR2011SC0015859, e-mail: bseidc@gmail.com, website: www.bseidc.in, Fax No: 0612-2660256

Letter no.: BSEIDC/NIT/2015-16/- 3307

Patna, Date : 04-04-16

**CORRIGENDUM NOTICE NO.-02**

With reference to N.I.T. No. 46/2015-16 dated 25.02.2016 for "Construction of Senior Secondary School (SSS) in different districts of Bihar" the following amendments have been made as mentioned below :-

- (i) At Sl. No.-08 in Group: USSS-4 (A), District- Sitamarhi, the name of School building Middle School **Batara is deleted.**
- (ii) At Sl. No.-17 in Group No: USSS-10 (B), Distt.-Saharsa, the name of School Middle School **Bhagwanpur is deleted.**
- (iii) At Sl. No.-18 in Group No: USSS-11 (A), Distt.-Darbhanga, the name of School "**Upgraded Middle School Dharauli**" to be read as "**Upgraded Middle School Raj Kharwar**".
- (iv) At Sl. No.-21 in Group No: USSS-11 (D), Distt.- Darbhanga, the name of School Upgraded Middle School **Kamalpur East is Deleted.**
- (v) At Sl. No.-30 in Group No: USSS-18 (A), Distt.- Bhagalpur, the name of School Middle School **Pothiya is Deleted.**
- (vi) At Sl. No.-41 in Group No: USSS-22 (B), Distt.- Munger, the name of School "**Middle School katiyari**" to be read as "**Middle School Madhura**".
- (vii) At Sl. No.-58 in Group No: USSS-31 (C), Distt.- Buxar, the name of School Middle School **Girdhari Baraonw is Deleted.**

The other terms and conditions will remain unchanged.

  
(Brajesh Prasad)  
Chief Consultant (Technical)

# 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/2015-16/- 3306

Patna, Date : 04/04/16

## CORRIGENDUM NOTICE NO.- 1

With reference to N.I.T. No. 46/2015-16, dated 25.02.2016 published in Daily News Paper "हिन्दुस्तान" Vide P.R.-14274 (Ni.Ni.)15-16 through e-tendering Website: www.eproc.bihar.gov.in for "Construction of Senior Secondary School (SSS) in different districts of Bihar" the following amendments have been made as mentioned below :-

SL. no.	Existing provision	Amended provision
1	Period of Sale of Bid document (Download) from dated 18.03.2016 to 03.04.2016 , 15:00 Hrs.	Period of Sale of Bid document (Download) from dated 25.04.2016 to 16.05.2016 , 15:00 Hrs.
2	Date and Time of Pre bid Meeting- 29.03.2016,16:00	Date and Time of Pre bid Meeting- 02.05.2016,16:00
3	Last date and time for receipt (Upload) of Bids on dated 04.04.2016 ,15:00 Hrs.	Last date and time for receipt (Upload) of Bids on dated 17.05.2016 ,15:00 Hrs.
4	Time and date for opening of Technical Bids on dated 06.04.2016 , 16:30 Hrs.	Time and date for opening of Technical Bids on dated 19.05.2016 , 16:30 Hrs.
5	Time and date for opening of Financial Bids on dated 21.04.2016, 15:30 Hrs.	Time and date for opening of Financial Bids on dated 31.05.2016, 15:30 Hrs.
6	The Cost of BOQ and EMD will be accepted up to 19.05.2016, 15:00 Hrs.	

The other terms and conditions will remain unchanged.

(Brajesh Prasad)

Chief Consultant (Technical)



Sr.No	SOR Item No.	Item Of Work	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
	Below Plinth					
Earth Work						
1	2.8.1	Earthwork in excavation in areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including dressing of sides and ramming of bottom, lift upto 1.5 including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m. All Kind of soil.	470.76	cum	205.20	Rs. Two hundred five and paise twenty only.
Brick Soling						
2	11.72	Providing designation 100A one blrick flat soling joints filled with local sand including cost of watering taxes royaltly all complete as per building specification and direction of E/L.	607.56	sqm	226.60	Rs. Two hundred twenty six and paise sixty only.
Sand Filling						
3	2.28	Supplying and Filling in plinth with local sand and under floors including, watering, ramming consolidating and dressing complete.	265.85	cum	192.50	Rs. One hundred ninety two and paise fifty only.

*[Handwritten Signature]*

		cement: 3 coarse sand: 6 graded stone aggregate 20mm nominal size)				and paise seventy only.
	<b>RCC Work in Footing</b>					
5	5.1.1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement-All work upto plinth level 1:1:2(1 cement : 1 coarse sand : 2 graded stone aggregate 20mm nominal size)	120.46	cum	5110.70	Rs. Five thousand one hundred ten and paise seventy only.
6	6.1.14A	Brick work with bricks of class designation 100A in foundations and plinth in cement mortar 1:6(1 cement:6coarse sand)	60.26	cum	3992.90	Rs. Three thousand nine hundred ninety two and paise ninety only.
	<b>Back Filling</b>					
7	2.26	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	260.21	cum	66.40	Rs. Sixty six and paise forty only.
8	2.29.1	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 1.5m All kinds of soil.	348.64	100 sqm	7.19	Rs. Seven and paise nineteen only.



		1:6(1 cement:6 coarse sand)				
10	6.18.4A + 6.19A	Half brick Masonary with bricks of class designation 100A in superstructures above plinth level upto five floor cement mortar 1:4 (1 cement :4 coarse sand)	49.75	sqm	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 brick masonry (with F.P.S. brick)	49.76	sqm	75.90	Rs. Seventy five and paise ninety only.
<b>RCC work above Plinth.</b>						
12	5.3+5.33 B.4+5.33 B1	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and struts etc upto floor five level excluding the cost of centering, shuttering, finishing & reinforcement all work upto plinth level. 1:1:2 (1 cement:1 coarse sand : 2 graded stone aggregate 20mm nominal size) (Extra for providing M-15 grade RCC instead of M-20 grade) (Extra for providing M-15 grade RCC instead of M-20 grade)	172.74	cu.m	4581.20	Rs. Four thousand five hundred eighty one and paise twenty only.
13	5.2.1	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and struts etc upto floor five level excluding the cost of centering, shuttering, finishing & reinforcement - all work upto plinth level. 1:1:2 (1 cement: 1 coarse sand : 2 graded stone aggregate 20mm nominal size)	31.40	cum	5666.20	Rs. Five thousand six hundred sixty six and paise twenty only.

14	11.26.1	confirming to IS : 15622 of approved make in all colours and shades, laid on 20 mm 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 floor including rubbing and polishing complete. Details of cost for 10 sqm	780.22	sqm	968.00	Rs. Nine hundred sixty eight only.
15	11.27	Kota stone slabs 20mm thick in risers of steps skirting. Dado & pillars laid on 12mm 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.	57.46	sqm	927.50	Rs. Nine hundred twenty seven and paise fifty only.
Skirting						

Ch. M. L. Singh



16	11.38	conforming to IS:15622 of approved make in all colors, shades, except white. Ivory, Grey, Fume red, Brown laid on 20mm thick bed of cement Mortar 1:4 (1 cement :4 coarse sand) including pointing the joints with white cement matching pigments etc complete.	57.55	sqm	801.80	Rs. Eight hundred one and paise eighty only.
17	11.36	Providing and fixing 1st quality Ceramic glazed wall tiles conforming to IS : 15622 {thickness to be specified by the manufacturer} of approved make in all colours, shades, except burgundy, bottle green, black of any size as approved by Engineer-in-charge in skirting, risers of step and dados over 12mm thick bed of Cement Mortar 1:3 (1 cement : 3 Coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigments of matching shade complete.	242.83	sq.m	754.20	Rs. Seven hundred fifty four and paise twenty only.
<b>Plaster Work</b>						
18	13.11.4	12 mm cement plaster of mix ; 1:6 (1 cement : 6 coarse sand)	2261.72	sq.m	89.30	Rs. Eighty nine and paise thirty only.
19	13.24.2	6mm cement mix plaster of mix 1:4 (1 cement :4 coarse sand) Roof	872.78	sq.m	77.40	Rs. Seventy seven and

21	11.3.1 + 11.8	<p>cement:2 coarse:sand:4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, etc. but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate.</p> <p>Extra for making chequers of approved pattern on cement concrete floors, steps, landing, pavements etc.</p>	315.71	sq.m	232.90	Rs. Two hundred thirty two and paise ninety only.
		<b>FINISHING WORK</b>				
22	13.80 A.2	Providing and applying white cement based putty of average thickness 2 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	1063.79	sqm.	118.70	Rs. One hundred eighteen and paise seventy only.
23	13.46.1	<p>Finishing walls with Acrylic Smooth exterior paint of required shade :</p> <p>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)</p>	1063.79	sqm.	68.80	Rs. Sixty eight and paise eighty only.
24	13.78.2	Applying one coat of cement primer of approved brand and manufacture on wall surface: Distemper primer	3134.50	sqm.	26.10	Rs. Twenty six and paise ten only.



		specifications. Two or more coats on new work	✓				✓
26	13.81.1	Applying priming coat with ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and softwood)	161.28 ✓	sqm.	25.20 ✓	Rs. Twenty five and paise twenty only.	✓
27	13.81.3	Applying priming coat with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel work.	116.32 ✓	sqm.	21.30 ✓	Rs. Twenty one and paise thirty only.	✓
28	13.93.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade two or more coats on new work	277.60 ✓	sqm.	50.90 ✓	Rs. Fifty and paise ninety only.	✓
<b>Shuttering</b>							
		<b>Footing</b>					
29	5.9.1	Centring and shuttering including strutting, propping etc. and removal of form for foundation, footings, bases of columns etc. for mass concrete. Pedestal	125.06 ✓	sqm.	166.70 ✓	Rs. One hundred sixty six and paise seventy only.	✓
		<b>Tie Beam at NGL.</b>					
30	5.9.5	Centring and shuttering including strutting, propping etc. and removal of form for foundation, footings, bases of columns etc. for mass concrete.	637.13 ✓	sqm.	251.30 ✓	Rs. Two hundred fifty one and paise thirty only.	✓

*[Signature]*

		<b>Roof Shuttering</b>				
32	5.9.3	Centering and shuttering including strutting , propping etc. and removal of form for suspended floors, roofs, landings, balconies and access platform.	879.28	sqm.	275.60	Rs. Two hundred seventy five and paise sixty only.
		<b>Doors</b>				
33	9.21.1	Providing and fixing flush door shutters conforming to IS : 2202 (Part-I) non-decorative type.core of block board construction with frame of 1st class tiard wood and well mathched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including anodized aluminum butt hinges with necessary screws	104.27	sqm.	1823.80	Rs. One thousand eight hundred twenty three and paise eighty only.
		<b>Steel Door Frame</b>				
34	10.1	Structural steel work in singal section fixed without connecting plate including cutting,hoisting,fixing in position and applying a priming coat of approved steel primer all complete.	894.08	Kg	60.10	Rs. Sixty and paise ten only.
35	9.118.1	Providing and fixing oxidised M.S. sliding door bolts with nuts and screws etc. complete 300x16xmm	49.00	each	165.60	Rs. One hundred sixty five and paise sixty only.
36	9.104.1	Providing and fixing M.S.handles with necessary screws etc.complete 125 mm	98.00	each	27.50	Rs. Twenty seven and paise fifty only.

*Amal*

		colour and shade with necessary screws etc.complete:Twin rubber stopper				Pause seventy only.
38	9.119.1	Providing and fixing oxidised M.S.tower bolt black finish,(barrel type) with necessary screws etc.complete 250x10mm	49.00	each	66.50	Rs. Sixty six and paise fifty only.
39	10.12.1 + 10.13B	Providing and fixing glazed steel doors, windows or ventilators of standard rolled steel sections, joints mitered and welded with 15x3 mm M.S. lugs 10cm long with steel legs embedded in cement concrete blocks 15x10x10cm.of (1:3:6) (1 cement : 3coarse sand : 6graded stone aggregate 20mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing of glass panels with glazing clips and special metal-sash putty of approved make complete including applying a priming coat of approved steel primer excluding the cost of metal beading and other fitting except necessary hinges or pivots as required Extra for providing and fixing steel beading of approved shape and section with screws instead of glazing clips and met. Sash putty in steel doors, windows, ventilators and composite units.	108.22	sqm.	3270.60	Rs. Three thousand two hundred seventy and paise sixty only.

21/10/12  
Mg



40	10.12.1 + 10.13	and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing of glass panels with glazing clips and special metal-sash putty of approved make complete including applying a priming coat of approved steel primer excluding the cost of metal beading and other fitting except necessary hinges or pivots as required Extra for providing and fixing steel beading of approved shape and section with screws instead of glazing clips and met. Sash putty in steel doors, windows, ventilators and composite units. VENTILATOR	8.10	sqm.	3277.60	Rs. Three thousand two hundred seventy seven and paise sixty only.
41	9.82.1	Providing and fixing M.S. grills of requirement pattern in frames of windows etc. with M.S. flats square or round bars etc all complete fixed to steel windows by welding.	2635.78	Kg	91.50	Rs. Ninety one and paise fifty only.
42	10.33.1	<del>For all floor</del> Providing & fixing hand rail by welding etc. to steel ladder railing & staircases railing including applying a priming coat of approved steel primer. MS tube (medium) 40mm nominal bore. Steel Hand Rail	396.88	Kg	91.10	Rs. Ninety one and paise ten only.
43	10.19	Providing & fixing M.S. Fan hook of 16 mm. dia. M.S. bar 1 Mtr. Long bent to required size and shape, placed in position and fixed in Truss Frame / RCC Slab / beam at the time of casting all complete as per building specification and direction of E/I. (Where materials is not supplied	52.00	each	121.80	Rs. One hundred twenty one and paise eighty only.

	5.22.7A	TMTC-500 8mm dia	16300.00	Kg	74.40	Rs. Seventy four and paise forty only.
	5.22.7B	TMTC-500 10mm dia	2200.00	Kg	73.10	Rs. Seventy three and paise ten only.
	5.22.7C	TMTC-500 12mm dia	15550.00	Kg	71.80	Rs. Seventy one and paise eighty only.
	5.22.7D	TMT-500 16mm dia	2250.00	Kg	72.80	Rs. Seventy two and paise eighty only.
	5.22.7E	TMT-500 20mm dia	1950.00	Kg	72.20	Rs. Seventy two and paise twenty only.
		<b>Miscellaneous Work</b>				
45	4.17	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size ) over 75mm bad by dry brick ballast 40mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth.	59.04	sqm.	319.30	Rs. Three hundred nineteen and paise thirty only.
					<b>TOTAL (A)=</b>	<b>9,996,734.94</b>
46	B.S.R 12.78.2	Providing and fixing on wall face unplastidised 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.	76.00	MTS	214.20	Rs. Two hundred fourteen and paise twenty only.
		110 mm diameter.				

B.S.R 17.1.1	level conforming to IS : 7231 Partware/Hindware with all fittings and fixtures complete including cutting and making good the walls and floors wherever required.	12.00	Each	3,035.40	Rs. Three thousand thirty five and paise forty only.
48 B.S.R 17.2.2	White Vitreous China Orissa pattern W C pan of size 580 x 440 mm with integral type foot rest.  Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :  W.C. pan with ISI marked black solid plastic seat and lid	3.00	Each	2,928.30	Rs. Two thousand nine hundred twenty eight and paise thirty only.

21/12/20



49	B.S.R 17.4.3	flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I. clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern.	3.00	Each	6,196.80	Rs. Six thousand one hundred ninety six and paise eighty only.
50	B.S.R 17.7.1	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require : White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps.	15.00	Each	2,120.30	Rs. Two thousand one hundred twenty and paise thirty only.
51	B.S.R 17.28.2.1	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Flexible pipe 32 mm dia	15.00	Each	78.60	Rs. Seventy eight and paise sixty only.
52	B.S.R 17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : Rectangular shape 453 x 357 mm	15.00	Each	643.40	Rs. Six hundred forty three and paise forty only.

		screws, rawl plugs etc., complete.				
53	B.S.R 18.9.2	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. 20 mm nominal outer dia Pipes	130.00	metre	146.40	Rs. One hundred forty six and paise forty only.
54	B.S.R 18.8.1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes joining of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of E/I Concealed work including cutting chases and making good the wall etc. 15 mm nominal outer dia Pipes	160.00	metre	241.00	Rs. Two hundred forty one only.

*[Handwritten Signature]*

55	B.S.R 18.9.3	pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 25 mm nominal inner dia Pipes	45.00	metre	193.80	Rs. One hundred three and paise eighty only.
56	B.S.R 18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI :12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	6,000.00	per litre	6.80	Rs. Six and paise eighty only.
57	B.S.R 18.49.1	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931	15.00	Each	497.00	Rs. Four hundred ninety seven only.
58	B.S.R 18.52.1	Providing and fixing C.P. brass stop cock (concealed of standard design and of approved make conforming to IS : 8931	36.00	Each	670.70	Rs. Six hundred seventy and paise seventy only.
59	B.S.R 19.2.1	15 mm nominal bore. 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	15.00	metre	312.50	Rs. Three hundred twelve and paise fifty only.

*[Handwritten signature]*



	testing of joints etc. complete: 100 mm dia R.C.C. pipe				
61	B.S.R 19.27.1 Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C. horizontal grating with frame complete as per standard design : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	14.00	Each	3,117.30	RS. Three thousand one hundred seventeen and paise thirty only.
62	B.S.R 19.30.1.1 Constructing brick masonry chamber for Underground C.I. Inspection Chamber and bend with 75 class designation bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. Cover with frame (light duty) 455x610 mm internal dimentions, total weight of cover with frame to be not less than 38 kg. (weight of cover 23 kg. and weight of frame 15 kg.) RCC top slab with 1:1.5:3 mix (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) foundation concrete 1:5:10 mix (1 cement:5 coarse sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm th. with cement mortar 1:3 (1 cement:3 coarse sand) finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design	8.00	Each	3,949.10	Rs. Three thousand nine hundred forty nine and paise ten only.



		with common burnt clay F.P.S. (non modular) bricks of class designation 7.5				and paise only.
64	B.S.R 19.34.1	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	4.00	Each	283.80	Rs. Two hundred eighty three and paise eighty only.
65		Detailed Estimate for construction of 125 mm x 40 mm x 90 m Tube well Manual Boring	1.00	Each	60,432.65	Rs. Sixty thousand four hundred thirty two and paise sixty five only.
66		Detailed Estimate for construction of Septic Tank	1.00	Each	77,162.00	Rs. Seventy seven thousand one hundred sixty two only.
		NON SCHEDULED ITEMS(AS PER RATE APPROVED)				
		<b>P.V.C. PIPE</b>				
67		Providing and fixing soil,waste and vent pipes 110 mm dia	120.00	Mtr	347.00	Rs. Three hundred forty seven only.
		<b>P.V.C. FITTINGS</b>				
68		DOOR TEE 110 mm dia	8.00	Each	365.00	Rs. Three hundred sixty five only.
69		DOOR BEND 110 mm dia	18.00	Each	283.00	Rs. Two hundred eighty three only.
70		BEND 45 110 mm dia	32.00	Each	185.00	Rs. One hundred eighty five only.
71		VENT COWEL 110 mm dia	7.00	Each	65.00	Rs. Sixty five only.
72		PIPE CLIP 110 mm dia	88.00	Each	53.00	Rs. Fifty three only.
73		FLOOR TRAP 110X110 mm dia	11.00	Each	436.00	Rs. Four hundred thirty six only.

74	1.1.	copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. / PVC. box etc as required.				
	1.8.3	Group C	198.0	Nos.	681.8	Rs. Six hundred eighty one and paise eighty only.
75	1.9.	Wiring for twin control point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, 2 way piano type switch, phenolic laminated sheet, suitable size M.S. / PVC box etc as required.	6.0	Nos.	685.8	Rs. Six hundred eighty five and paise eighty only.
	1.12	Wiring for light/ power plug with 2x4 sq.mm FR 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.	423	meter	163.62	Rs. One hundred sixty three and paise sixty two only.
77	1.14	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR 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	410	meter	132.31	Rs. One hundred thirty two and paise thirty one only.



78	1.18.	Supplying and drawing following pair 0.5 sq.mm FR PVC insulated annealed copper conductor, unarmoured telephone cable in the existing surface / recessed PVC conductor as required.				
		1 Pair	44	meter	14.14	Rs. Fourteen and paise fourteen only.
79	1.19	Supplying and drawing co-axial TV cable RG-6 grade, 0.7mm solid copper conductor, insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed PVC conduit as required.	40	meter	28.28	Rs. Twenty eight and paise twenty eight only.
80	1.29	Supplying and fixing metal/pvc of 150mm x 75mm x 50mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 5 pin 5/6 amps socket outlet and 5/6 amps piano type switch, connections, painting etc. as required.	36	nos.	195.94	Rs. One hundred ninety five and paise ninety four only.

		fixing 6 pin 5/6 & 15/16 amps socket outlet and 15/16 amps piano type switch, connections, painting etc. as required.				seventy six only.
82	1.23	Supplying and fixing following piano type switch/ socket on the existing switch box / cover including connections etc.as required				
	1.23.1	5/6 amps switch.	46	Each	33.33	Rs. Thirty three and paise Thirty three only.
	1.23.4	5 pin, 5/6 amps socket outlet.	46	Each	41.41	Rs. Forty one and paise forty one only.
83		Supplying and fixing following piano type switch/ socket on the existing switch box / cover including connections etc.as required				
	1.23.	Telephone socket outlet	2	Each	52.52	Rs. Fifty two and paise fifty two only.
	1.23.7	TV antenna socket outlet	2	Each	46.46	Rs. Forty six and paise forty six only.
84	1.25	Supplying and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required	66	Each	286.84	Rs. Two hundred eighty six and paise eighty four only.
85	1.33	supplying and fixing fixing 3/2 pin, 5 amp ceiling rose on the existing junction box/ wooden block including connection etc as required.	88	Each	43.43	Rs. Forty three and paise forty three only.
86	1.34	Supplying and fixing batten / angle holder including connection etc as required	90	Each	74.74	Rs. Seventy four and paise seventy four only.

		etc. as required.				
	2.10.2	40 amp, Single pole and neutral	3	Each	445.41	Rs. Four hundred forty five and paise forty one only.
88	2.8	Supplying and fixing following way, single pole & neutral, sheet steel, MCB distribution board, 240 volts, on surface / recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted, including earthing etc as required. (But without MCB/RCCB/Isolator)				
	2.3.8	2 + 12 way, Double door,	6	Each	1,357.44	Rs. One thousand three hundred fifty seven and paise forty four only.
89	2.15	Supplying and fixing following rating, double pole, 240 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required				
	2.12.2	63 Amps	3	Each	252.50	Rs. Two hundred fifty two and paise fifty only.
90	2.10	Supplying and fixing following 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.				



91	2.14	current circuit breaker (RCCB), having a sensitivity current upto 300 milliamperes in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
	2.14.2	40 Amps	3	Each	1,731.14	Rs. One thousand seven hundred thirty one and paise fourteen only.
92	2.11	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required.	6	Each	7.70	Rs. Seven and paise seventy only.
93	5.6	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	2	Each	9,384.92	Rs. Nine thousand three hundred eighty four and paise ninety two only.
94	5.8	Supplying and laying 25 mm X 5 mm copper strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with nut, bolt, spring, washer etc. as required. (Joining shall be done by overlapping and with 2 sets of brass nut bolt & spring washer spaced at 50mm)	20	meter	760.53	Rs. Seven hundred sixty and paise fifty three only.
95	5.14	Providing and fixing 25 mm X 5 mm copper strip on surface or in recess for connections etc. as	20	meter	864.56	Rs. Eight hundred sixty four and paise fifty six only.

97	7.1	insulated and PVC sheathed / XLPE power cable of 1.1 kv grade of following size direct in ground including excavation and refilling the trench etc as required.				
	7.1.1	Upto 35sq mm	90	meter	196.95	Rs. One hundred ninety six and paise ninety five only.
98	2.10	Providing and fixing following capacity TP&N disconnector fuse switch unit inside the existing panel board with ISI marked HRC fuse including drilling holes in cubical panel, making connections etc. as required.				
	2.1.3	100 Amps TP&N	1	Each	4569.2	Rs. Four thousand five hundred sixty nine and paise twenty only.
	2.1.1	32 Amp TP&N	3	Each	1497.8	Rs. One thousand four hundred ninety seven and paise eighty only.
99	6.10	Providing and fixing of lighting conductor finial made of 25mm dia 300 long copper, tube having single prong at top with 85mm dia 3mm thick copper base plate including hole etc complete as required.	3	Nos.	771.64	Rs. Seven hundred seventy one and paise sixty four only.
100	6.5	Providing and fixing copper tape 20 mm X 3 mm thick on parapet or surface of wall for lightning conductor complete as required. (For horizontal run)	100	meter	379.76	Rs. Three hundred seventy nine and paise seventy six only.

102	14.13	following dia G.I. pipe (medium class) in ground complete with G.I. fittings including trenching (75 cm deep) and refilling etc. as required.					
		150 mm dia.	20	meter	1,529.14	Rs. One thousand five hundred twenty nine and paise fourteen only.	
103	14.14	Providing, laying and fixing following dia RCC pipe NP2 class(light duty) in ground complete with RCC collars, joints with cement mortar 1:2 ( 1 cement : 2 fine sand ) including trenching (75 cm) and refilling etc.as required. (Road crossing as per site condition)					
		150mm dia	10	meter	387.84	Rs. Three hundred eighty seven and paise eighty four only.	
104	2.5.	Providing & fixing following capacity busbar chamber with 4 strips of suitable size made of copper, heavy duty, complete with all accessories including connections,					
	2.5.3	200 Amps	1	Each	6,161.00	Rs. Six thousand one hundred sixty one only.	

*[Handwritten Signature]*



	panel, making connections etc. as required.				
2.7.3	100 Amps, Four pole	1	Each	7,683.00	Rs. Seven thousand six hundred eighty three only.
				<b>TOTAL</b> (C)=	<b>582,738.36</b>

*Antin*



1		125mm dia UPVC casing pipe confirming to ISS	27.00	Meter	315.00	Rs. Three hundred fifteen only.
2		40mm dia UPVC pipe confirming to ISS	48.00	Meter	99.38	Rs. Ninety nine and paise thirty eight only.
3		40mm dia PVC ribbed strainer of approved quality	8.00	Meter	182.00	Rs. One hundred eighty two only.
4		Reducing socket 125mm x 40mm	1.00	Each	270.00	Rs. Two hundred seventy only.
5		Supplying all labour and materials & fitting & fixing PVC cap over the new sink T/well	1.00	Each	140.00	Rs. One hundred forty only.
6	B.S.R 1548	Providing and fixing of G.I pipes complete with G.I fittings and clamps, including, cutting and making good etc 32 mm dia (15% C.P & 1% L.Cess)	18.00	mtr	224.44	Rs. Two hundred twenty four and paise forty four only.
7	B.S.R 1928	32 mm nominal bore Brass Full valve (15% C.P & 1% L.Cess)	1.00	Each	511.21	Rs. Five hundred eleven and paise twenty one only.
8		Supplying all equipments, tools and installation of 1 HP single phase submersible motor pump set of KSB/ ISI make 2900 rpm capable of discharge 5000 LPH at 45 Mtr head with all necessary riser pipe, starter control panel, 1.25" Full way valve, 1.25" M.S clamp, 1.25" G.I Elbow, 1.25" check valve, 1.25" x 9" long G.I Nipple etc. all complete as per direction of E/I	1.00	Each	26,446.00	Rs. Twenty six thousand four hundred forty six only.

*[Signature]*  
5/2/22



		standard quantity iron, shoe, plug & socket etc. all complete including providing all tools and plants required for the job as per specification and direction of the engineer in charge.				
		(i) 0 to 30.5 m				
9		(a) For 125 mm dia U.P.V.C pipe	27.00	mtr	208.77	Rs. Two hundred eight and paise seventy seven only.
10		(b) for 40 mm dia UPVC pipe				
		(i) 0 to 30.5 m	3.50	mtr	119.03	Rs. One hundred nineteen and paise three only.
		(ii) 30.5 m to 61.0 m				
11		(a) For 40 mm dia UPVC pipe	30.50	mtr	136.88	Rs. One hundred thirty six and paise eighty eight only.
		(iii) 61.00 m to 75.00 m				
12		a) For 40mm dia UPVC pipe	14.00	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
		(iv) 75.00 m to above				
13		a) For 40mm dia UPVC ribbed strainer of approved quality	8.00	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
14		Providing all labour & tools and lowering 32 mm dia G.I pipe as per specification etc. all Complete	24.00	mtr	21.34	Rs. Twenty one and paise thirty four only.
15		Supplying labour and developing the T/Well to have sand free discharge all complete as per direction of E/I	1.00	Each	280.50	Rs. Two hundred eighty and paise fifty only.
					<b>Total =</b>	<b>60,432.59</b>

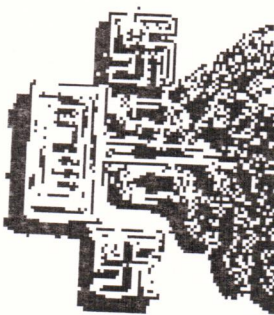
*Amir*



	13.20	neat cement punning	11.97	sq.m	185.60	Rs. One hundred eighty five and paise sixty only.
		Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring,shuttering,finishing and reinforcement-All work upto plinth level. 1:2:4 (1 cement:2 coarse sand:4 graded stoneaggregate 20 mm nominal size)				
77	5.1.3					
		(i) Roof cover slab of septic tank	0.90	cum	3,438.90	Rs. Three thousand four hundred thirty eight and paise ninety only.
		(ii) Rec Beam in septic tank	0.03	cum	3,438.90	Rs. Three thousand four hundred thirty eight and paise ninety only.
78	5.22.7A	(i) Steel 8mm in R.C.C.	93.00	Kg.	74.40	Rs. Seventy four and paise forty only.
79	Code no. of 1352	(i) C.I. cover and frame 300 x 300 mm inside	1.00	Each	374.06	Rs. Three hundred seventy four and paise six only.
80	Code no. of 1621	(ii) S.C.I. plain bend 100 mm dia	1.00	Each	436.40	Rs. Four hundred thirty six and paise forty only.
81	Code no. of 7087	(iii) S.C.I. Tee 150 mm dia	1.00	Each	748.11	Rs. Seven hundred forty eight and paise eleven only.
					<b>Total =</b>	<b>77161.79339</b>

Tender approved in favour of Nagendra Singh @ 10.00% (Ten Decimal Zero Zero Percent) below BOQ rates i.e. total amount comes to Rs. 1,11,61,978=00 (Rupees One Crore Eleven Lacs Sixty One Thousand Nine Hundred Seventy Eight Only)





GOVERNMENT OF BIHAR

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

*Chaitanya*

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

Set 12/12  
12/12

# **STANDARD BIDDING DOCUMENT**

## **PROCUREMENT OF CIVIL WORKS**





1. NAME OF WORK :

(CIVIL WORKS)

CONSTRUCTION OF PROPOSED UPGRADED SENIOR SECONDARY SCHOOLS IN BIHAR.

<u>Group .No.</u>	<u>District</u>	<u>Name of School</u>
USSS-41 (B)	Gaya	Middle School, Khajuria

2. PERIOD OF CONSTRUCTION : 15 Months.
3. DATE OF ISSUE OF NOTICE INVITING BID : 25.02.2016
4. PERIOD AND PLACE OF SALE : FROM : 18-03-2016 To 03-04-2016, 15.00 Hours  
OF BID DOCUMENT on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
5. TIME, DATE AND PLACE OF PRE- BID MEETING : TIME : 16:00 HOURS, Date : 29-03-2016, in the  
office of Managing Director, BSEIDC, Patna.
6. LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE : 04-04-2016, TIME: 15:00 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
7. LAST DATE AND TIME FOR RECEIPT OF EARNEST MONEY : DATE : 06-04-2016, TIME: 15:00 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
8. \*TIME AND DATE OF OPENING TECHNICAL BIDS : DATE : 06-04-2016, TIME: 16:30 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
9. \*TIME AND DATE OF OPENING FINANCIAL BIDS : DATE : 21-04-2016, TIME: 15:30 HOURS  
on Website : [www.eproc.bihar.gov.in](http://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.*

**INVITATION FOR BID  
(IFB)**

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1. बिहार राज्य के अन्तर्गत विभिन्न जिलों में "पंचायत स्तर पर उच्च माध्यमिक विद्यालय" एवं अन्य कार्य के भवन निर्माण हेतु निर्माकृत पुनर्निविदायें आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में निवृद्धित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन कराना, उक्त कार्य का लेटर ऑफ एक्सेप्टेंस प्राप्त होने के बाद करना होगा।

क्र.सं.	ग्रुप सं.	जिला का नाम	विद्यालय का नाम	अनुमानित राशि (लाख में)	अग्रघन की राशि (रु० में)	परिमाण राशि की राशि (रु० में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	USSF-1 (A)	पश्चिम चम्पारण	1 Govt. Middle School Kumiya	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
2	USSF-1 (B)		2 Middle School Panchgawa	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
3	USSF-1 (C)		3 Middle School Donwar	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
4	USSF-1 (D)		4 Upgraded Middle School Malahi Tola	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
5	USSF-3 (A)	शिवहर	1 Middle School Dhankaul	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
6	USSF-3 (B)		2 Middle School Narayanpur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
7	USSF-3 (C)		3 Middle School Khairadarp	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
8	USSF-4 (A)		1 Middle School Batara	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
9	USSF-4 (B)	सीतामढ़ी	2 Middle School Suthara	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
10	USSF-4 (C)		3 Middle School Bhandawari	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
11	USSF-4 (D)		4 Middle School Rajwara	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
12	USSF-6 (A)		1 Middle School Mangalwar Chariya	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
13	USSF-6 (B)	अररिया	2 Middle School Maldwar East	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
14	USSF-8 (A)		1 Middle School Rupauli	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
15	USSF-8 (B)		2 Middle School Rampur Tilak East	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
16	USSF-10 (A)		1 Middle School Dhamsaina	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
17	USSF-10 (B)	सहरसा	2 Middle School Bhagwanpur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
18	USSF-11 (A)		1 Upgraded Middle School Dhanuli	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
19	USSF-11 (B)		2 Upgraded Middle School Tilleshwar Sthan	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
20	USSF-11 (C)		3 Upgraded Middle School Raipur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
21	USSF-11 (D)		4 Upgraded Middle School Kamalpur East	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह



26	USSS-15 (C)		3	Middle School Shital Bhakurhar	125.00	uploaded Bid Document	10000.00	5750.00	15 फीस
27	USSS-16	सफाईगृह	1	Middle School Isar Tola	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
28	USSS-17 (A)		1	Middle School	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
29	USSS-17 (B)	आवासीय	2	Middle School Tarchha	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
30	USSS-18 (A)		1	Middle School Pothiya	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
31	USSS-18 (B)	आवासीय	2	Middle School Chanshyamchak	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
32	USSS-20 (A)		1	Middle School kairi	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
33	USSS-20 (B)	बंका	2	Middle School Bank	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
34	USSS-20 (C)		3	Middle School Pathda	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
35	USSS-21 (A)		1	Middle School	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
36	USSS-21 (B)		2	Harimar Bishampur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
37	USSS-21 (C)	होतर	3	Middle School Manik Mandal Tola	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
38	USSS-21 (D)		4	Middle School Kalyanpur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
39	USSS-21 (E)		5	Middle School Teghara	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
40	USSS-22 (A)		1	Middle School Dhudhalathi	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
41	USSS-22 (B)	होतर	2	Middle School Ramcharit Mardan	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
42	USSS-22 (C)		3	Middle School Katiyari	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
43	USSS-24 (A)		1	Middle School Nabgoi	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
44	USSS-24 (B)	दरवाजासराय	2	Upgraded Middle School Bihraura	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
45	USSS-24 (C)		3	Middle School Pokhrana	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
46	USSS-26 (A)		1	Upgraded Middle School Dhoni Kundi	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
47	USSS-26 (B)	नौलापदा	2	Middle School, Basuan	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
48	USSS-26 (C)		3	Middle School, Matikpur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
49	USSS-26 (D)		4	Middle School, Mohaddipur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
50	USSS-26 (E)		5	Middle School, Jagdishpur Tayari	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस
51	USSS-26 (F)		6	Middle School, Purani	125.00	As per uploaded Bid Document	10000.00	5750.00	15 फीस

27 (D)					125.00	uploaded Bid Document	10000.00	5750.00	15 माह
56	USSS-31 (A)	1	Gangachak	Middle School, Bhadwar	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
57	USSS-31 (B)	2	बक्सर	Girl Middle School, Akraasi	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
58	USSS-31 (C)	3		Middle School, Girdhari Baraonw	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
59	USSS-33 (A)	1		Middle School, Parmdiha	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
60	USSS-33 (B)	2	रोहतास	Middle School, Hathini	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
61	USSS-33 (C)	3		Middle School, Itdhiyan	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
62	USSS-35 (A)	1		Upgraded Middle School, Rehari	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
63	USSS-35 (B)	2	रोहतास	Middle School, Majhiyawan	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
64	USSS-36 (A)	1		Middle School, Ahiyasa	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
65	USSS-36 (B)	2	जहानाबाद	Middle School, Sewnon	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
66	USSS-36 (C)	3		Middle School, Dewra	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
67	USSS-37 (A)	1	औरंगाबाद	Middle School, Kusumbasdiha	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
68	USSS-37 (B)	2		Middle School, Pandu	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
69	USSS-40 (A)	1	औरंगाबाद	Middle School, Meh	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
70	USSS-40 (B)	2		Middle School, Tamoli	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
71	USSS-41 (A)	1		Middle School, Shyamnagar Nima	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
72	USSS-41 (B)	2	गया	Middle School, Khajuria	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
73	USSS-41 (C)	3		Middle School, Parsawan Khurd	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
74	USSS-41 (D)	4		Middle School, Belaui	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
75	USSS-41 (E)	5		Middle School, Bindhua	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
76	USSS-42 (A)	1	गया	Middle School, Sondiha	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
77	USSS-42 (B)	2		Middle School, Angara	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
78	USSS-42 (C)	3		Middle School, Punakalan	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
79	USSS-42 (D)	4		Middle School, Noni	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह

*[Handwritten signature]*



44 (D)	USSS-	5	Upgraded Middle School, Bhatta	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
84	USSS-44 (E)	1	Upgraded Middle School, Harla	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
85	USSS-45 (A)	2	Middle School, Kairakado	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
86	USSS-45 (B)	3	Middle School, Shobhakhan	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
87	USSS-45 (C)	4	Middle School, Abgila Chourasa	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
88	USSS-45 (D)	1	Middle School, Parra	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
89	USSS-47 (A)	2	Middle School, Lauchhe	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
90	USSS-47 (B)	3	Middle School, Kharnauli	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
91	USSS-47 (C)	4	Middle School, Hirra Tol	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
92	USSS-47 (D)	5	Middle School, Makdhampur	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
93	USSS-47 (E)	1	Middle School, Akaha	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
94	USSS-48	1	कन्या उच्च विद्यालय, करमवा	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
95	HSS-100 (A)	2	अलपसंख्यक उच्च विद्यालय, खैरावा	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
96	HSS-100 (B)	3	उच्च विद्यालय, चैता	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
97	HSS-100 (C)	4	उच्च विद्यालय, बड़कागाँव	125.00	As per uploaded Bid Document	10000.00	5750.00	15 माह
98	HSS-100 (D)							

नोट: (i) निविदाकार एक या अधिक कार्य में अलग-अलग निविदा डाल सकते हैं।

(ii) प्राकलित राशि घट या बढ़ सकती है एवं तदनुसार अग्रधन की राशि घट या बढ़ सकती है।

(iii) वेबसाइट-[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर अंकित प्राकलित राशि अग्रधन की राशि एवं परिमाण विपन्न की राशि अंतिम रूप से मान्य होगी।

(2) विज्ञापन निर्गत करने की तिथि :— दिनांक-25.02.2016

(3) परिमाण विपन्न प्राप्त करने(डाउनलोड) की अवधि एवं समय :— दिनांक-18.03.2016 से 03.04.2016, 15:00 घंटा (वेबसाइट-[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर)

(4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :— दिनांक-29.03.2016, 16:00 घंटा प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आभारगृह

(5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :— दिनांक-04.04.2016, समय-15:00 घंटा

(6) अग्रधन जमा करने की अंतिम तिथि एवं समय :— दिनांक-06.04.2016, समय-15:00 घंटा

(7) टेक्निकल बिड खोलने की तिथि एवं समय :— दिनांक-06.04.2016, समय-16:30 घंटा

(8) वित्तीय बिड खोलने की तिथि एवं समय :— दिनांक-21.04.2016, समय-15:30 घंटा

(9) निविदा खोलने का स्थान :— वेबसाइट-[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर

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

संरचना विकास निगम, पटना।



कीमती/बैंक ड्राफ्ट/अग्रधन का रॉशि/समा प्रमाण पत्र जा नावदा क लए आवश्यक ह कर ई-नावदा क साथ सलान करना अनिवार्य है।

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

(14) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के समने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतये हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 06.04.2016 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

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

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

(ग) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्साड डिपोजिट रिसिट 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 एकरानामा के पूर्व इसे बिहार अवस्थित किसी बैंक से निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 06.04.2016 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 उपयुक्त 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 आवश्यक हो लेंगे।

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

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

ब्रजेश प्रसाद  
मुख्य अभियंता

SECTION 1  
INSTRUCTION TO BIDDERS  
(ITB)

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name.

A. General		Page No	D	Submission of Bids	Page No
	1. Scope of Bid	10		19. Sealing and Marking of Bids	17
	2. Source of Funds	10		20. Deadline for Submission of Bids	18
	3. Eligible Bidders	10		21. Late Bids	18
	4. Qualification of the Bidder	10	E	Bid Opening and Evaluation	
	5. One Bid per Bidder	13		22. Bid Opening	18
	6. Cost of Bidding	13		23. Process to be Confidential	19
	7. Site Visit	13		24. Clarification of Financial Bids	19
B.	Bidding Documents	14		25. Examination of Bids and Determination of Responsiveness	19
	8. Content of Bidding Documents	14		26. Correction of Errors	19
	9. Clarifications of Bidding Documents	14		27. Evaluation and Comparison of Financial Bids	20
	10. Amendment of Bidding Documents	14	F.	Award of Contract	
C.	Preparation of Bids			28. Award Criteria	20
	11. Language of Bid	15		29. Employer's Right to Accept any Bid and to Reject any or all Bids	20
	12. Documents Comprising the Bid	15		30. Notification of Award and Signing of Agreement	20
	13. Bid Prices	15		31. Performance Security	21
	14. Currencies of Bid and Payment	16		32. Advance Payment and Security	21
	15. Bid Validity	16		33. Corrupt or Fraudulent Practices	21
	16. Bid Security	16	G.	Appendix to I TB	22
	17. Alternative Proposals by Bidders	17	H.	Annexure - I	24
	18. Format and Signing of Bid	17		Annexure - II	25



1.2 The successful bidder will be expected to complete the works by the intended completion date 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

- (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 and current financial year will also be considered as referred to in Appendix :-

- (a) Achieved in any one year a minimum annual financial turnover (in all classes of civil engineering construction works only) volume of construction work of at least the amount equal to the 50 % (fifty percent) estimated cost of works for which bid has been invited. The turn over will be indexed at the rate of 8% for a year.

- (b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix *(usually not less than 25% (twenty five percent) of estimated value of contract)*;

- (c) executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.

- R.C.C. and P.C.C.	189.00 cum
- Brick work quantity	206.00 cum

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

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

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



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

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

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

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

(b) availability for this work of personnel with adequate experience as required; as per Annexure-II.

(c) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix  
*(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)*

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

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

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

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

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



- 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.



Section	Particulars	Volume No.
	Invitation for Bids	
1	Instructions to Bidders	I
2	Qualifications of Bidders	
3	Conditions of Contracts	
4	Contract Data	II
5	Special condition of Contract	
6	Technical Specifications	
7	Bill of Quantities	III
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.

## 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



ITB; only the same option is allowed to all the bidders. Percentage rate method requires the bidder to quote a percentage above/below/ at par of the schedule of rates specified in the appendix to ITB.

Item rate method requires to quote rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price both in figures and words). *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

13.1.2 All duties, taxes, and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.2 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions clause 10CA & 10CC clause Conditions of Contract.

13.3 The rate should include the cost of all seen and unseen expenditure. No claim, whatsoever, will be entertained due to non-inclusion of any such event necessary for the completion of the item of work.

#### 14. Currencies of Bid and Payment

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

#### 15. Bid Validity

15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20.A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

#### 16. Earnest Money

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer, and shall be in the following form of Unconditional bank guarantee from any nationalized scheduled Indian bank issued within the state in the format given in Vol. III (If issued from any bank outside state it will have to be converted to any bank within the state before executing the agreement).

16.2 Unconditional bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

16.3 Any bid not accompanied by 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;





- (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](http://www.eproc.bihar.gov.in))**

**( SI.No. 19 To 21.1, All Process shall be done through e-tendering Process )**

#### **19. Sealing and Marking of Bids**

19.1 The Bidder shall place three separate envelopes (called as inner envelopes) which shall be marked one as technical bid and two envelope as Financial bid in duplicate. Inside one outer envelope. The envelopes marked "Technical Bid" and "Financial Bid" will have additional markings as follows.

- Technical Bid : To be opened as per NIT (date of Technical Bid opening) in the presence of Evaluation Committee, or authorized person. **(Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))**

- Financial Bid: Not to be opened except with the approval of Evaluation Committee. **(Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))**

The contents of Technical and Financial Bids will be as specified in clause 12.1

19.2 The inner, outer and separate envelopes containing Technical and Financial Bids shall

(a) be addressed to the Employer at the address given in Appendix

(b) bear the identification no of contract as indicated in Appendix.

(c) provide a warning not to open before the specified time and date for bid opening as specified in ITB.

19.3 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall

specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids have declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

**21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.**

**E. BID OPENING AND EVALUATION (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))**

(Sl.No. 22 To 27.5, All Process shall be done through e-tendering Process )

**22. Bid Opening**

**22.1** The Employer or their authorized representative will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 22.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed a head with the opening.

**22.2** If any of the tenderers or their agents are not present at the time of opening, the employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.

**22.3** The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the Earnest money furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.

**22.4** (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.

(ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.

(iii) The bidders will respond in not more than 7 days of issue of the clarification 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.



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 quantity, the unit rate as quoted will govern.



**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 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

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.



2. The last five years means for this tender

2010 - 2011  
2011 - 2012  
2012 - 2013  
2013 - 2014.  
2014 - 2015.

3. The required annual financial turn over amount is Rs. 62.01 Lac [Cl. 4.5 A(a)]  
(Rupees Sixty Two Lac and One Thousand Only )

4. Required minimum value of one similar work is Rs. 31.01 Lac [Cl. 4.5A(b)]  
(Rupees Thirty One Lac and One Thousand Only).

5. Required minimum quantities of work executed are:- as [Cl. 4.5A(c)]  
prescribed in the relevant clause.

6. The cost of electric work is :-

7. The cost of water supply/ sanitary works is :-

8. Liquid assets and/or availability of credit facilities is 10% of [Cl. 4.5B(c)]  
Estimated Cost.

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](http://www.eproc.bihar.gov.in)

Bid reference No. : 46 , Year : 2015-16

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 : [Cl. 23.1]  
[/www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)

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 before

One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

20. Bids will be submitted in Percentage Rate .

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

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

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

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

*[Handwritten signature]*



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.	1 No.	2 Nos.
5.	Soil & Material Engineer	B.E. Civil + 07 Years Exp.					1 No.	1 No.	2 Nos.
6.	Survey Engineer	B.E. Civil + 03 Years Exp. or Dip. Civil + 05 Years Exp.					1 No.	1 No.	2 Nos.
7.	Site Supervisor or	Fresh Graduate in Civil or Diploma Civil + 03 Years Exp. or retired I.T.I Holder.	1 No.	1 No.	1 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

**SECTION 2**

**QUALIFICATION INFORMATION**

(to be filled in by Bidder)

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name, possibly "John" or "Jonathan", followed by a surname. It is written over a horizontal line that spans the width of the page.

\*\*\* Certificate issued of Central govt / State govt / Public undertaking (Nigam) will also be consider.



Year	Name of the work	Name of the Employer*	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 4.5A

(c)

\*\* Immediately preceding the financial year in which bids are received.

# Delete, if prequalification has been carried out.







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.

## 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



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



## UNDERTAKING

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

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

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

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

\_\_\_\_\_  
DATE



SECTION 3  
GENERAL CONDITIONS OF CONTRACT

A handwritten signature in blue ink, located in the top right corner of the page. The signature is stylized and appears to be a cursive name, possibly "John Doe" or similar, though it is not clearly legible. It is written over the punch holes of the binder.

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- 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)
- 1.
  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.



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).

- Registration paper (renewed) of appropriate class and deptt.
- Latest sales tax clearance/ sales tax registration in State of Bihar.
- Latest labour license (renewed) in State of Bihar.
- Power of attorney/ partnership deed/ MoU of private limited company.
- Bank Draft for B.O. Q. cost.
- Tools & plants ownership/ lease certificate required in aforesaid work duly verified from Divisional Engineer / other State PWD / CPWD Contractor will provide definite proof from appropriate authority for tools & Plant and Undertaking to install it on works site after getting letter of acceptance.

5. The time allowed for carrying out the work will be ..... from the 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) ..... P.M. on ..... up to 03.00 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.



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 Competent Authority, 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.

- (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 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

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 .....





## GOVERNMENT OF BIHAR ALL WORKS DEPARTMENT

### 1. General Rules & Directions

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.

4.

### Applicable for Item Rate Tender only (Form- 3)

Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender two or more works shall submit separate tenders for each; with the nature and number of works to which they refer on the envelope.

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

4A.

### Applicable for Percentage Rate Tender only (Form- 2)

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



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-1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the office inviting tender or a duly authorized person.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. For works of sensitive nature the tenderers shall sign a declaration under the Official Secrets Act 1923, for maintaining secrecy of the tender documents drawing or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawing given to them.

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy if any discrepancy found or the rates which correspond with the amount worked out of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

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 taken 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.



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.

12.

**Applicable for  
Item Rate  
Tender only  
(Form- 3)**

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.

**Applicable for  
Percentage  
Rate Tender  
only ( Form- 2)**

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



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

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.

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 Authority Provided that the contractor is also to show that he has taken all due precautions to avoid / un minimise any adverse after / damage from the above or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a caused solely due to Government's faulty design of works.
  - vii) Bill of quantity means the price and completed Bill of Quantities forming part of the Bid.
  - viii) The Defect liability certificate is the certificate issued by Engineer-in-Charge after defect liability period has ended and upon correction of defects by the contractor.
  - ix) The defect liability period will be decided by the Corporation for different nature of works from date of completion of the work and must be mentioned in the agreement.

It will be decided by the Corporation for different nature of work from time to time as mentioned in contract Data.
  - x) The intended completion date is the time intended to complete the work by the contractor.



xiii) Temporary works are works designed, constructed, installed and removed by the contractor that are needed for construction or installation of the works.

xiv) Market Rate shall be the rate as decided by the competent authority on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

xv) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to date of receipt of the tender.

xvi) Corporation means Bihar State Educational Infrastructure Development Corporation Limited, which invite tenders on behalf of Competent Authority of Corporation as specified in schedule 'F'.

xvii) Specifications means the specifications followed by relevant department of the Government of India / State Government.

xviii) Tender value means the value of the entire work as stipulated in the letter award.

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

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

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

6. Works to be carried out :  
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.

7. Sufficiency of Tender  
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.

8. Discrepancies and Adjustment of Errors  
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



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.

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.

**Signing of Contract**

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

#### CLAUSE 1 A

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.

Recovery of  
Security  
Deposit

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



**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 does 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 /** 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



order that the company shall be wind up or if a receiver or a manager or a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii) if the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

vi) If the contractor commits any acts mentioned in Clause 21 hereof.


vii) If the work is not started by the contractor within  $1/8^{\text{th}}$  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.





...deducted by the Employer within 1/4th 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 instructions for fast track).

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





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-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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



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 on which the



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



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. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the PWD Code) all the 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



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, 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.

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

##### Plant & Machinery & Shuttering



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.

iv)

#### **Interest & Recovery**

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.



- and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.
- vii) Any materials including tools plants equipments etc brought to the site shall not be removed from the sites without the written permission of the Engineer-in-charge.

#### CLAUSE 10 C


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

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

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

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



**Increase/decrease in Prices of construction materials after receipt of tender.**

Charge's stores 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:



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

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

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

### Adjustment of bitumen component

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

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

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

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

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

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

### CLAUSE 10 CC

Payment due to increase / Decrease materials, fuels and lubricants in accordance with the following principles and procedures in Prices / Wages 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:

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:

$$V_o = 0.85 \times P_o / 100 \times R \times (C_1 - C_o) / C_o$$

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

$C_o =$  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:

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

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

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

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

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

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

#### 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:

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

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



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

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

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

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

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

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

$P_f$  = 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.

$P_f$  = 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



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 specifications, 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 execute the

## 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

## 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.

## Deviation, Extra items and Pricing

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



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

If the contractor :

**Cancellation of contract in full or part**

i) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or

ii) Commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

iii) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or



- 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



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, that the contractor has failed to comply with the provisions of the contract, the Engineer-in-Charge may suspend the work or any part thereof for such time and in such manner as he 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 :



reconstruct the work so specified and provide other proper case may be, remove the materials or articles so specified and provide other proper case may be, remove the materials or articles at his own charge and cost. In the event of the and suitable materials or articles at his own charge and cost. In the event of the contractor failing to 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 an account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

## CLAUSE 17

Contractor  
Liable for  
Damages,  
defects during  
maintenance  
period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall 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 a 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 whichever 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



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.

## 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



- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### CLAUSE 19 C

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

#### CLAUSE 20

**Minimum wages Act to be complied with.**

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

#### CLAUSE 21

**Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the M.D. of Corporation shall have power to adopt the courses specified in Clause 3 hereof in the interest of Corporation and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.

#### CLAUSE 22 Compensation

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### CLAUSE 23

**Changes in firm's**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change in the partnership of the firm.



## CLAUSE 24

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

for any reason that is not possible, the matter shall not be referred to arbitrator and if 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 indemnify 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.



such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications. If not available then as per Corporation / Building Construction Department Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

## CLAUSE 29

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

It 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 it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Corporation to the contractor, without any interest thereon whatsoever.



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 & i)**

The contractor shall arrange at his own expense all the



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 faulty 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.



charges for overtime to charge (1/8)th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

- viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/Wash out irrespective of the period employed in servicing.
- ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer in Charge the work or a portion of work for which the same was issued is completed.
- x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Corporation and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
  - a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any item to be consolidated for each roller day shall also be same as in Annexure to Clause 34(x). For less use of rollers recovery for the less roller days shall be made at the stipulated issue rate.
- xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, 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...



## 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

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.



being a voluntary winding up for the purpose only of amalgamation or reconstruction the department shall be at liberty.

(a) To give such liquidator, receiver, or other person in whom the contract may become vested, the option of carrying out the contract or a portion thereof to be determined by the department, subject to his providing an appropriate guarantee for the performance of such contract or.

(b) To terminate the contract, forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the relevant clauses of the contract.

#### CLAUSE 37

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

#### CLAUSE 38

**If relation working in BSEIDCo. then the contractor not allowed to tender**  
The contractor shall not be permitted to tender for works in the BSEIDCo. (responsible for award and execution of contracts) in which his near relative is posted as 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 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

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.

#### CLAUSE 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 to



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

## 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

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

## the Environment

- (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

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.

## CLAUSE 49

If any test required by the Engineer which is :

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

##### Substantial completion of parts

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

#### CLAUSE 52

##### Force Majeure

##### Force Majeure

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

#### CLAUSE 53

##### Recovery

##### Force Majeure

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

##### NOTE :

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



SECTION 4  
CONTRACT DATA  
(PROFORMA OF SCHEDULES)

*[Handwritten signature]*

# 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	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. St...



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. \_\_\_\_\_ %  
Pf \_\_\_\_\_ N.A. \_\_\_\_\_ %

Component of P.O.L. -  
expressed as percent of total value of work.

Pp \_\_\_\_\_ N.A. \_\_\_\_\_ %

Component of Plant & Machinery -  
expressed as percent of total value of work.

## SCHEDULE 'F'

Reference to General Condition of Contract.

Name of work: CONSTRUCTION OF PROPOSED UPGRADED SENIOR SECONDARY SCHOOL

Sl.No. : 72

Estimated cost of work : Rs. 12402198 (Rupees One Crore Twenty Four Lacs Two Thousand and One Hundred Ninety Eight Only.)

- i) Earnest money : Rs. 2.48 Lac (Rupees Two Lac Forty Eight 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 : Officer inviting tender : Chief Engineer, BSEIDC.  
DIRECTIONS 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

S.D.D (ELECTRICAL) 2014

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.			
.			
.			

AND

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

Time allowed for execution of work 15 Months.

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

Chief Engineer, BSEIDC, Patna.



Clause 10CC

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

\_\_\_\_\_ months

Clause 11

Specifications to be followed for execution of work

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

Clause 12

Deviation, variation  
Extent and pricing.

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

Clause 16

Competent Authority for  
deciding reduced rates.

Chief Engineer

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

SBD , NIT & B.O.Q.

The Law of Union of India.

Patna.

English

X

Indian Rupees

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

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

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SECTION 7  
BILL OF QUANTITY  
(Attached with Financial bid)





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.



Sl. No.	Specification and reference to book of specification)	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



SECTION 8  
SECURITIES AND OTHER FORMS  
(to be filled by Bidder/Employer)

*[Handwritten signature]*

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).





\_\_\_\_\_  
\*\* days after the deadline for submission of bids should be reached 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.



[name of Employer]

[address of Employer]

WHEREAS

[Contractor] (hereafter called "the Contractor") [name and address of 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 you 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.

\_\_\_\_\_  
[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.



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 been 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

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 :



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 thereof 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.





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

To

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

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

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

Yours faithfully,

Authorized Signature

Name and title of Signatory

Name of Agency

<sup>1</sup> 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.

<sup>2</sup> To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by  
the Employer in the "Instructions to Bidders".



\_\_\_\_\_ (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 \_\_\_\_\_

Price of Rs. \_\_\_\_\_ at a Bid \_\_\_\_\_.

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)



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



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 \_\_\_\_\_



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

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

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

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

\_\_\_\_\_  
DATE



**SECTION 9**  
**DRAWINGS**  
(To be Attached)

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

0.08  
2/12

