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ITEM RATE TENDER AND CONTRACT FOR WORKS

Agreement No. _____ 237 F₂ of 2017-18.

General Rule and Direction for the guidance of Contractors.

Date of Commencement - 19-01-2018

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the Sub-divisional Officer/Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders also, amount of earnest money to be deposited 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 any other documents required in connection with this submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/Executive Engineer during office hours.

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

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

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

5. The amount of earnest money to be deposited will be : -

If the amount of the estimate does not exceed Rs. 2,000

If the amount of the estimate exceeds Rs. 2,000 but does

not exceed Rs. 5,000

If the amount of the estimate exceeds Rs. 5,000 but does

not exceed Rs. 10,000

For each additional Rs. 5,000 or portion of Rs. 5,000

additional earnest money

6. Any Person who submits a tender shall fill up the usual printed form stating there at what rate

6. Any Person who submits a tender shall fill up the usual printed form stating there at what rate he is willing to undertake each item of the work incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation tenders, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by the treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who will to tender for two or more works shall submit a separate tender for each Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money here in before mentioned shall be made in Government Treasury and the challan there of should be enclosed with the tender.

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

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

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer or the selected tender who shall thereupon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tenderer shall thereupon sign forth- with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance and the security money deposited shall be refunded to the tenderer.

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

11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10% of the estimated value of the work & towards this amount the earnest money already deposited by him shall be credit. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening tenders failing which the tender shall be liable to rejection.

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

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

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(3)

TENDER FOR WORKS

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

MEMORANDUM

- (a) If several sub-work are included they should be detained in a separate list.
- (b) This deposit will be 5% of the estimated cost of the Work.
- (c) This percentage deduction from bills will be credited to the contractors security deposit.
- [a] Name of work
- [b] Estimated cost
- [c] Earnest money
- [d] Initial security deposits (including earnest money) to be deposited before the commencement of the work
- [e] Percentage to be deducted from bills Rs. 5% (Rupees five percent)
- [f] Time required for the work from date of written order to commence monthly
- [g] Date of written order to commence
- [h] Total number of item of work tendered for

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

19/01/18
 Chief Engineer
 B.S.E.I.D.C. Ltd, Patna
(Signature)

Kumar & Kumar Associates

For Kumar & Kumar Associates

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

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should this tender be accepted I/we hereby agree to abide by and fulfill all terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default of the sums of money mentioned in the said conditions

Dated the _____ day of _____ 20____

*Signature, of contractor before commission of tender

Witness

Address

Occupation

Signature of witness to contractor's signature

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

signature of the contractor
accepting the tender

Acceptances communicated on.....

signature of the contractor
taking the tender

CONDITIONS OF CONTRACT

Compensation

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

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

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall be carried on throughout the stipulated period of the contract with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 1/2 per cent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper time has elapsed. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed one-half of the work before half of such time elapsed and three-fourths of the work, before three fourths of the time has elapsed in the event of the contractor failing to employ with this contract I shall be liable to pay as compensation an amount equal to 1/2 percent on the estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation paid under the provisions of the clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when person's security deposit forfeited

Clause 3 :- In any case which under any clause or clauses of or this contract the contractor shall have rendered himself liable to pay compensation amount to the whole of his security deposit in the hands of Government (where part of the sum or deducted by instalments) the Executive Engineer on behalf of the Government shall have been empowered to adopt any of the following courses which may deem best suited to the interest of Government

(a) To rescind the contract (of which rescind notice in writing to the contractor under the hand of the Executive Engineer shall be given) in which case the security deposit of the contractor shall be absolutely at the disposal of Government.

For Kumar & Kumar Associates

S. S. Kumar

Partner

19/11/18

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

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

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

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

Clause 5 :- If the contractor shall desire any extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground other than those mentioned in clause 12 (a) he shall apply in writing to the Executive Engineer within 40 days from the date of starting of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof authorised such extension of time if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor who then he claims compensation for the delay.

for Kumar & Kumar Associates

Partner

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

24.11.1991

Extension of time

19/11/18
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
19/11/18

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contractor remains liable
to pay compensation if
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Power to take possession
of or require removal of
or sell contractor plant.

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Final certificate

Clause 6:- On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (herein after called the Engineer-in-charge) of such completion but no such certificate be given, nor shall the work be considered to be complete until the contractor no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials, and rubbish, and cleaned of the dirt from all wood-work, doors, windows, walls, floors or other parts of any building, in upon or about which work is to be executed, or of which he may have had possession for the purpose of execution thereof, not until the work shall have been measured by the officer of Public Work Department in accordance with rules of Department whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean of such dirt aforesaid, and the contractor shall forth with pay amount of all expense so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

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

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

Provided that, if any balance of the 10% security is outstanding from each month's payment shall be deducted so much not exceeding 5% may be necessary to make good the balance of the security. All such intermediate payment to the contractor shall be regarded as payments by way of advance against the final payments only and no deduction shall be made for payments for work actually done and completed and shall not preclude the reputation of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or recreated be considered as an admission of due performance of the contractor, or any part thereof in any respect, or the actual of any claim nor shall these conditions or any of them as so the final settlement or adjustment of the account or in any other way vary or affect the contract.

Stores supplied Government

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

Clause 9:- If the specification or estimate of the work provides for the use of special description of material to be supplied from the Engineer in-charge's stores it is required that the contractor shall use certain stores to be provided by the Engineer in-charge under the conditions of this contract or (such materials and stores, and the price to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedule required from time to time to be used by him for the purposes of the contract, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or there after become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceed of sale thereof, if the same is held in Government stores, the same or sufficient portion thereof in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the Government and shall not on any accounts be removed from this site of the work.

For Kumar & Kumar Associates
S. S. K. S.
Partner

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inspections by the Engineer-in-charge. Any such materials unused and in correctly in good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

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

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

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

Clause 12:- If at any time after the commencement of the work the Government of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out. the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawing, design or instruction which shall involve any installment of the work as originally contemplated.

clause 12 (a) As amended in G.O 1929 dated 11.9.56.

Work to be executed accordance with specification drawing other etc.

Alteration in specifications and designation.

Do not in validate contract

Time in consequence of alteration

Rate for work no in estimate or schedule of rates of the district.

Compensation for alteration in or restriction of work to be carried out.

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For Kumar & Associates
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Chief Engineer
B.S.E.D.C. Ltd, Patna
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Clause 12 (a) The contractor shall not be entitled to claim any compensation loss suffered by him on account of delay by or on behalf of Government in the supply of materials as stores which the Government may have undertaken to supply where failure is due to :-

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

In case of such failure in delay in the supply of materials or stores on an application by the contractor within 30 days from the date of such failure or delay, such extension of time shall be granted to the contractor for completion of the work as shall appear to the Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted finally by the contractor.

Action and compensation payable in case of work.

Clause 13 :- If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or by any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for at otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the inadvertently passed work so specified be certified and paid for, forthwith rectify or remove and re-contract the work so specified whole or in part as the case may require. The contractor shall be liable to pay the cost, and in the event of failing to do so within period to be specified by the Engineer-in-charge in his demand aforesaid the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding 14 days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may certify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be taken to inspection

Clause 14 :- All work under in course of execution or executed in presence of the contractor shall at the times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other time at which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself to be present to receive orders and instruction, or have a responsible agent duly credited 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.

Contractor or responsible Agents to be present

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

Notice to be taken before work covered up

Clause 16 :- If the contractor or his work-people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curves, fence enclosure water pipes, cables, drains, electric or telephonic posts or wires, trees, grass or grassland or cultivated ground contiguous on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatsoever or any imperfection becomes apparent in it within three months (six months in the case of a road work) after the completion of the work or other of its completion shall have been given by the Engineer-in-charge.

For Kumar & Kumar Associates

S. S. Kumar

Partner

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

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as a fore seal, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made be good by other workmen and deduct the expense of which time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale thereof, or of a sufficient portion there of the security deposit at the contractor shall not be refunded before the expiry of three months (six months in the case of a road-work) after the issue of the certificate final or otherwise of completion of work provided that in the case of a road work if in the opinion of the Engineer-in-charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion

Clause 17:- The contractor shall supply at his own cost all materials (except such special materials) if any as may in accordance with the contract be supplied from the Engineer-in-charges stores). Plants, tools, application, implements, ladders, cordage, tackle scaffolding and temporary works requisits or proper for the proper execution of the work whether original, altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials failing his so doing the same may be Provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide necessary fencing and lights required to protect the public from accident, and shall be bound to bear to expenses of defence of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to any such person or which may with the consent of the contractor be allowed to compromise any claim by any such person.

Clause 18 :- No female labour shall be employed within the limits of contonment. The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years and shall pay to each labour for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

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

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

Clause 19:- The Contractor shall not be assigned or subject without the written approval of the Executive Engineer. And if the contractor shall assign or subject his contract, or attempt so to do, or become insolvent proceedings to make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift loan, requisite, reward or advantage pecuniary of otherwise, shall either directly or indirectly be given promised, offered by the contractor, or any of his servant or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any officer or person shall become in any way directly or indirectly interested in the contract the Executive Engineer may there upon by notice in writing rescind the contract. The security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been recinded under clause 3 here of, in addition the contractor shall not be entitled to cover or be paid to any work therefore actually performed the under the contract.

Kumar & Kumar Associates

Partner.

Contractor liable for damage done and for imperfection a months and after certificate

Ltd.

POUND
LIBRARY

Memorandum
id in
ereof and
r respects in

Compound
Road at
atna.

And is liable for damage arising for non-provision of light fencing etc.

Work not to be subject

Commencement

MONTH

Contract may be resinded and security deposit forfeited for subletting bribes or if contractor become insolvent

Chief Engineer
D.C. Ltd, Patna

29.11.1911

19/11/18
Kishore

19/11/18
Kishore

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

Clause 20:- All sums payable by way of compensation under any of conditions shall be considered as reasonable compensation to be applied to the the Government without reference to the actual loss or damages sustained and the not any damage shall have been sustained.

Clause 21 :- In the case of a sender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge information.

Charges in constitution of firm.

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may be notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensue as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Works to be under direction of Suprintending Engineer

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

Clause 23 :- In case any dispute or difference shall arise between the parties either of them upon any question relating to the meaning of the specifications, designs, drawings and instructions here before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the conditions or clauses or thing there in contained or as to any question, claim, rights of the parties in any matter, or things whatsoever in any way arising out of or relating to the contract designs, drawings specifications, estimates, instruction order of these conditions or otherwise concerning the work or the execution, or failure to execute the same when arising during the progress of the work or alter the completion or abandonment thereof as the breach of those contract then either party shall forthwith give to the order of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final, conclusive and binding on all the parties.

Lump sum in estimate

(a) Clause 24 :- When the estimate on which a tender is made includes a lump sum in respect of the contract shall be entitled to payment in respect of the items of work involved of the work in question the same rates as are payable under this contract on such terms, for 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 direction pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provision of this clause.

Action where no specification.

Clause 25:- In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works

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

Clause 27:- The terms and conditions of the agreement have been read/explained to me and..... certify..... clearly understand the

Witness.

For Kumar & Kumar Associates

Contract

Schedule showing (Approximately) materials to be supplied, it available the rates of which they are to be charged for and the places at which they are to be supplied

Ltd.

**MPOUND
LIBRARY**

Memorandum
and in
thereof and
or respects in

Compound h Road at atna.

Commencement

MONTH

Note :- The person or firm submitting the tender should see that the rates in the above schedules are approved by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

r & Kumar Associates
S. S. Kumar
 (Signature of Contractor)
Partner

13/07/19/01/18
Chief Engineer
BSEIDC Ltd Patna
(Signature of Executive Engineer)
24/6
19/11/18
S. K. Chowdhury
19/01/18

19/01/18
g neer
td, Patna
Shahouha
19/01/18

Bihar State Educational Infrastructure Development Corporation Ltd.

BOQ FOR AGREEMENT OF CONSTRUCTION OF M.S GRILL, ROLLING SHUTTER, COMPOUND WALL, MAIN GATE, MAIN DRAIN, CAMPUSE DEVELOPMENT & APPROACH ROAD AT LIBRARY CUM CONFERENCE HALL AT BIHAR HINDI GRANTH ACADEMY, PATNA

TENDER FOR WORKS

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

MEMORANDUM

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

(A) Name of Work :- Construction of M.S Grill, Rolling Shutter, Compound Wall, Main Gate, Main Drain, Campus Development & Approach Road at Library cum Conference Hall At Bihar Hindi Granth Academy, Patna.

(B) Estimated Cost :- Rs. 22,61,977=00
Agreement value :- Rs. 20,35,779=00

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

(C) Earnest Money :-

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

(D) Initial security deposits (including earnest money) to be deposited before the Commencement of the work-

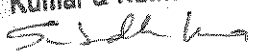
Earnest Money :- Rs. 1,02,000/- (Details attached)


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

(F) Time required for the work from date of written order to commence THREE MONTH

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- 28

for Kumar & Kumar Associates

 Partner

19/01/18
 Chief Engineer
 B.S.E.I.D.C. Ltd, Patna

 19/01/18

BOQ FOR CONSTRUCTION OF M.S GRILL, ROLLING SHUTTER, COMPOUND WALL, MAIN GATE, MAIN DRAIN, CAMPUSE DEVELOPMENT & APPROACH ROAD AT LIBRARY CUM CONFERENCE HALL AT BIHAR HINDI GRANTH ACADEMY, PATNA

Item No	SOR. No.	Description of Work	Unit	Quantity	Rate	Amount
1	2.8	Earth work in excavation in foundation trenches or drains(not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m . including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	2.8.1	All Kinds of soil	Mtr	9.00	205.20	Rs. Two hundred five and paise twenty only.
2	2.28	Supplying and Filling in plinth with local sand and under floors including watering, ramming consolidating and dressing complete.	M ³	68.72	192.20	Rs. One hundred ninety two and paise Twenty only.
3	4.1	Providing and laying in position cement concrete of specified grade exluding the cost of centring and shuttering-all work upto plinth level.				

for Kumar & Kumar Associates

S. S. Saha
Partner

19/01/18
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
19/11
19/01/18

	4.1.3	1:2:4 (1 Cement: 2 coarse sand : 4graded stone aggregate 20 mm nominal size)	M ³	66.45	3323.10	Rs. Three thousand Three hundred Twenty Three and paise Ten only.
4	5.1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement-All work up to plinth level				
	5.1.2	1:1.5:3 (1 Cement: 1.5 coarse sand : 3graded stone aggregate 20 mm nominal size)	M ³	1.00	3881.20	Rs. Three thousand Eight hundred Eighty one and paise Twenty only.
5	5.2	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. up to floor five level excluding cost of centring, shuttering, finishing and reinforcement.				
	5.2.2	1:1:5:3(1 cement: 1.5 coarse sand:3 graded stone aggregate 20mm nominal size)	M ³	4.26	4436.60	Rs. Four thousand Four hundred Thirty Six and paise Sixty only.

For Kumar & Kumar Associates
[Signature]
 Partner

Chief Engineer
 B.S.E.I.D.C. Ltd, Patna
[Signature]
 19/01/18

6	5.3 + 5.33D.4 ✓	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level excluding the cost of centring, shuttering, finishing and reinforcement with 1:1.5:3(1 cement:1.5 coarse sand:3 graded stone aggregate 20 mm nominal size).	M ³	6.16	4422.00	Rs. Four thousand Four hundred Twenty Two only.
7	5.9 ✓	Centring and shuttering including strutting, propping etc. and removal of form for:				
(i)	5.9.1 ✓	Foundations, footings, bases of columns, etc., for mass concrete.	M ²	29.04	166.7	Rs. One hundred Sixty Six and paise Seventy only.
(ii)	5.9.5 ✓	Lintels, beams, plinth beams, girders, ressumers and cantilevers.	M ²	49.23	251.30	Rs. Two hundred fifty One and paise Thirty only.
(iii)	5.9.6 ✓	Columns, Pillars, Piers, Abutments, Posts and Struts	M ²	36.46	344.40	Rs. Three hundred forty four and Forty paise Forty only.
8		Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.				
(i)	5.22.1	Mild steel 6.00 mm dia	kg	300.00	70.40	Rs. Seventy and paise Forty only.

for Kumar & Kumar Associates

Sushil Kumar

Partner

56/19/01/18
Chief Engineer

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

24/1
19/11

19/01/18

(ii)	5.22.7A	Thermo-Mechanically Treated bars TMTC-500-8mm dia.	kg	500.00	74.40	Rs. Seventy four and paise Forty only.
(iii)	5.22.7B	Thermo-Mechanically Treated bars TMTC-500-10mm dia.	kg	570.00	73.10	Rs. Seventy Three and paise Ten only.
9	6.1.14A + 6.3	Brick work with bricks of class designation 100A in superstructure in Cement mortar 1:6 (1 cement: 6 coarse sand);	M ³	24.86	4427.50	Rs. Four Thousand Four hundred Twenty seven and paise Fifty only.
10	9.82	Providing and fixing M.S. grills of requirement pattern in frames of windows etc. with M.S. flats, square or round bars etc.all complete				
	9.82.1	Fixed to steel windows by welding	kg	5,441.30	91.50	Rs. Ninty one and paise Fifty only.

For Kumar & Kumar Associates

S. K. Singh
Partner

19/01/18
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

24/1/19

19/01/18

11	10.8	Supplying and fixing-rolling shutters of approved make.made of required size of M.S.laths inter locked together through their intire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guides and arragements for inside and outside locking with push and pull operation complete including the cost of prioiving and fixing necessary 27.5 cm long wire springs grade no. 2 and M.S. top cover of required thickness for rolling shutters.				
	10.8.1	80x1.25mmM.S. Laths with 1.25mm thick top cover.	M ²	7.50	2089.20	Rs. Two Thousand Eighty Nine and paise twenty Only
12	10.9	Providing and fixing ball bearing for rolling shutters	each	2.00	473.00	Rs. Four hundred Seventy Three only.

for Kumar & Kumar Associates
S. S. Kumar
 Partner

19/01/18
 Chief Eng neer
 B.S.E.I.D.C. Ltd. Patna
S. K. Khandelwal
 19/01/18

13	11.72	Providing designation 100 A one brick flat soling joints filled with local sand including cost of watering, taxes, royalty all complete as per building specification and direction of E/I, but excluding carriage cost of bricks & sand.	M ²	451.06	227.60	Rs. Two hundred Twenty seven and paise sixty only.
14	11.73	Providing designation 100 A one brick on edge soling joints filled with local sand including cost of watering, taxes, royalty all complete as per building specification and direction of E/I,	M ²	545.60	365.10	Rs. Three hundred sixty five and paise Ten only.
15	13.11.4	Cement plaster in 12 mm cement plaster of mix 1:6(1 cement: 6 coarse sand):	M ²	290.08	89.30	Rs. Eighty Nine and paise Thirty only.
16	13.78	Applying one coat of cement primer of approved brand and manufacture on wall surface:				
	13.78.1	Cement primer	M ²	290.08	24.90	Rs. Twenty four and paise Ninety only.
17	13.79	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade				
	13.79.1	New work (three or more coats)	M ²	290.08	60.50	Rs. Sixty and paise Fifty only.

For Kumar & Kumar Associates

Partner

19/01/18
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
19/01/18

18	13.81	Applying priming coat				
	13.81.3	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel works	M ²	186.71	21.30	Rs. Twenty one and paise thirty only.
19	13.82	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade:				
	13.82.1	New steel work (two or more coats)	M ²	186.71	60.70	Rs. Sixty and paise seventy only.
20	15.7	Demolishing brick work including stacking of serviceable material and disposal of unserviceable material within 50 meters lead:				
	15.7.4	In cement mortar	M ³	1.95	435.70	Rs. four hundred Thirty five and paise Seventy only.
21	19.6	Providing and laying non-pressure NP2 class (light duty) R.CC pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2(1 cement: 2 fine sand) including testing of joints etc. complete.				
(i)	19.6.2	150mm dia R.C.C pipe	Metre	15.00	337.10	Rs. Three hundred Thirty seven and paise Ten only.
(ii)	19.6.7	600mm dia R.C.C pipe	Metre	150.00	1358.00	Rs. One thousand Three hundred Fifty Eight only.

for Kumar & Kumar Associates
S. Subhan
 Partner

Chief Engineer
 B.S.E.I.D.C. Ltd, Patna
24/1
19/11
19/01/18
Sk. Humayun

22	19.7	Constructing brick masonry manhole in cement mortar 1:4(1 cement: 4 coarse sand) R.C.C top slab with 1:2:4 mix (1 cement:2 coarse sand: 4 graded stone aggregate 20mm nominal size), foundation concrete 1:4:8 mix (1 cement: 4 coarse sand:8 graded stone aggregate 40mm nominal size) inside plastering 12mm thick with cement mortar 1:3(1 cement: 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement: 2 coarse sand:4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement complete as per standard design:				
	19.7.2	Inside size 120x90cm and 90cm deep including C.I cover with frame (medium duty) 500mm internal diameter, total weight of cover and frame to be not less than 116 kg (Weight of cover 58 kg and weight of frame 58 kg):				

For Kumar & Kumar Associates
S. S. Kumar
 Partner

15/01/18
 Chief Engineer
 B.S.E.I.D.C. Ltd, Patna
Shankar
 19/01/18

	19.7.2.1	With F.P.S bricks class designation 75	Each			Rs. Fifteen thousand Five hundred Twenty and paise Ninety only.
				10.00	15520.90	
23	19.8	Extra for depth for manholes				
	19.8.2	Size 120x90cm				
	19.8.2.1	With F.P.S bricks class designation 75	Metre			Rs. Five thousand Five hundred Sixteen and paise Ninety only.
				3.00	5516.90	
24	20.3	Boring, Providing and installing cast in situ single under reamed piles of specified diameter and length below pile cap in M-25 cement concrete, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring with bentonite solution and the length of the pile to be embedded in pile cap etc. all complete. (Length of pile for payment shall be measured upto to the bottom of pile cap) :				
	20.3.1	300 mm dia piles	Metre			Rs. One thousand Nine hundred Thirty Four and paise Twenty only.
				81.00	1934.20	

For Kumar & Kumar Associates

Partner

19/01/18
 Chief Engineer
 B.S.E.I.D.C. Ltd, Patna
 19/1/18

25	16.18 DSR-14	Fencing with angle iron post placed at required distance embedded in provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used. cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and				
	16.18.1 ✓	With G.I. barbed wire	Metre	305.00	12.95	Rs. Twelve and paise Ninety Five only.
26	16.19 DSR-14	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia. etc. complete.	kg	113.40	70.90	Rs. Seventy and paise ninety only.

For Kumar & Kumar Associates
S. S. Kumar

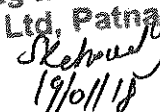
Partner

19/01/18
 Chief Engineer
 B.S.E.I.D.C. Ltd, Patna
Sh. S. Kumar
 19/01/18

27		Carriage of Material :				
(i)		Bricks	Per 1000 Nos.	55.27	601.46	Rs. Six hundred One and paise Forty Six only.
(ii)		Coarse Sand	M ³	48.24	750.53	Rs. Seven hundred Fifty and paise Fifty Three only.
(iii)		Stone Chips	M ³	73.69	1,360.41	Rs. One thousand Three hundred Sixty and paise forty one only.
(iv)		Local sand	M ³	94.08	205.29	Rs. Two hundred five and paise twenty Nine only.
(v)		Cement	Tonne	30.71	289.87	Rs. Two hundred Eighty Nine and paise Eighty Seven only.
28		Difference in cost of Materials :				
(i)		Cement	Tonne	30.71	798.89	Rs. Seven hundred Ninety eight and paise Eighty Nine only.
(ii)		Bricks	Per 1000 Nos.	55.27	1473.55	Rs. One thousand Four hundred Seventy Three and paise fifty five only.
					Total Rs.	2,261,977.00
(Rupees Twenty Two Lacs Sixty One Thousand Nine Hundred Seventy Seven Only)						
Tender approved in favour of Kumar And Kumar Associates. @10.00% (Ten Decimal Zero Zero Percent) below BOQ rates i.e. total amount comes to Rs. 20,35,779=00 (Rupees Twenty Lacs Thirty Five Thousand Seven Hundred Seventy Nine Only)						

For Kumar & Kumar Associates

 Partner

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

 19/01/18

Performance Security

Name of Agency:- Kumar and Kumar Associates

"Performance Security of "Construction of M.S Grill, Rolling Shutter, Compound wall, Main Gate, Main drain, Campus development and Approach Road of Library cum Conference Hall at Bihar Hindi Granth Acadmy, Patna"

<u>P.BOOK/A/C NO.</u>	<u>DOI</u>	<u>AMOUNT</u>
10728314/323175670	28.03.16	47000.00
<u>FDR NO.</u>		
049804000003003	27.11.17	55,000.00
	Total-	<u>1,02,000.00</u>

(Rupees One Lacs Two Thousand only)

Amit Kr Son
6/1/18
लेखा पदाधिकारी
बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना
06/01/18

For Kumar & Kumar Associates


Partner

19/01/18
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
19/1

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् परिसर, शिवपूजन सहाय पथ, सैदपुर, पटना-800004, दूरभाष-0612-2910314
कॉर्पोरेट पहचान संख्या: U80301BR2011SGC015859, e-mail: bseidc@gmail.com, website: www.bseidc.in, Fax No.: 0612-2660256,

पत्रांक:- BSEIDC/FIN/2488/2016-17/- 6575

पटना, दिनांक 12.07.16

प्रेषक,

ब्रजेश प्रसाद
मुख्य परामर्शी (तकनीकी)

सेवा में,


Kumar And Kumar Associates,
First Floor, Satya Narayan Market,
Boring Road, Patna-800001

विषय:- "Construction Of M.S Grill, Rolling Shuter, Compound Wall, Main Gate, Main Drain, Campuse Development & Approach Road At Library Cum Confrence Hall At Bihar Hindi Granth Academy, Patna In Bihar" का निर्माण कार्य हेतु अग्रधन की राशि जमा कर एकरारनामा करने के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि उपर्युक्त निविदा हेतु आपके द्वारा निविदित दर जो परिमाण विपत्र के दर से 10.00% (दस दशमलव शून्य प्रतिशत) कम है तदनुसार निविदा की कुल राशि रु० 20,35,779/- (बीस लाख पैंतीस हजार सात सौ उन्नासी रुपये) मात्र आपके पक्ष में स्वीकृत की गयी है।

अतः निदेश दिया जाता है कि अग्रधन की राशि रु० 1,02,000/- (एक लाख दो हजार रुपये) मात्र का सावधि पासबुक/राष्ट्रीय बचत प्रमाण पत्र के रूप में प्रबंध निदेशक, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०, पटना के नाम से प्रतिज्ञिप्त हो जमा कर अविलंब एकरारनामा कर लें।


12-7-2016
(ब्रजेश प्रसाद)

मुख्य परामर्शी (तकनीकी)


ज्ञापांक : BSEIDC/FIN/2488/2016-17/- 6575

पटना, दिनांक 12.07.16

प्रतिलिपि : वरीय लेखा पदाधिकारी, BSEIDC कार्यपालक अभियंता Patna East, BSEIDC को सूचनार्थ एवं आवश्यक कार्यवाई हेतु प्रेषित।

for Kumar & Kumar Associates


Partner


12-7-2016
मुख्य परामर्शी (तकनीकी)
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/6
19/7
19/7/16

SPECIAL CONDITIONS

1. The tenderers are required to deposit the earnest money as prescribed in the NIT.
2. Every page should be signed by the Tenderer. In the event of tender being submitted by a firm, the tender should be signed by the person holding proper power of attorney and the copy of the same should also be submitted.
3. The rates quoted by the contractor should be inclusive of all taxes royalties and other incidental charges.
4. To qualify for award of work, the Bidder must possess the following :-
 - a) Legal Status, Place of Registration, Principal place of business & Power of attorney of signatory bid.
 - b) DD for required value of B.O.Q. Cost.
 - c) Sufficient Earnest Money Deposit.
 - d) Certificate from Chartered Accountant of Annual Financial Turn over usually not less than 50 % of the estimated cost of works for which bid has been invited in any one year and to be submitted for last five years as mentioned in Technical bid.
 - e) Certificate from EE / Concerned Authority for Work Experience of Similar nature (Satisfactory completed at least one Civil work of value not less than 25 % of estimated value of contract) in last five years as mentioned in Technical bid.
 - f) Litigation History as mentioned in Technical bid.
 - g) Affidavit as mentioned in Technical bid.
 - h) Valid Registration with Central/ State Govt. / PSU.
 - i) Valid labour license as mentioned in Technical bid.
 - j) Affidavit/Certificate for not been debarred as mentioned in Technical bid.
5. Contractor should satisfy themselves fully about the nature, site of work before offering their tender and place of any ignorance afterwards shall not be considered.
6. The tender without earnest money or insufficient earnest money submitted with the tender, will be outright rejected.
7. Conditional tenders shall be outright rejected.
8. After approval of rates by the competent authority the contractor shall have to deposit the initial security money within 10 days of the receipt of the written work order failing which his tender shall be rejected and earnest money forfeited.
9. Authority shall reserve the right to reject any or all the tenders or distribute the work to more than one contractor without assigning any reason.
10. Any claim for idle labours on any account shall not be entertained.
11. The contractor shall arrange necessary site for accommodation and other facilities like medical etc. For his labour on his own cost and initially will comply with labour rules prevalent in the locality.
12. The contractor shall be solely responsible for any damage occurred at site due to negligence of the labour or other staff and any damage shall be recovered from the contractor.
13. It will be obligatory on the part of the tenderer to keep his tender open for 120 days from the date of opening of tender.
14. The contractor shall not be entitled to any claim or compensation on account of any loss suffered by him due to :-

a. Natural calamities

b. Act of enemies.

For Kumar & Kumar Associates

S. S. Kumar

Partner


(Seal & Signature of Tenderer)

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19/01/18
Chief Engineer
B.S.E.I.D.C. Ltd. Patna
Sh. S. Kumar
19/01/18

- c. Transport and procurement difficulties.
- d. Circumstances beyond the control of the state.
- 15. No work beyond agreement shall be executed by the contractor unless specifically ordered by the Engineer –in- charge in writing on " SITE ORDER BOOK" . The claims for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it will be treated as time barred & may be disallowed.
- 16. Income Tax & Sales Tax will be deducted from the Bill of Contractor as per prevailing Government Circular.
- 17. The contractor shall make his own arrangement for water and light at the work site.
- 18. The contractor should offer all facilities to the departmental officers for supervision, taking measurement, checking of the bill etc. and damage occurred during this process will be made good by him without any extra cost.
- 19. Items ordered and done if not included in sanctioned rates will be payable after approval of rates by the competent authority.
- 20. The Tenderer must not quote their rate more than 10 % below Bill of Quantity rates otherwise their tender will be outright rejected being unworkable for this work.
- 21. The Electrical work must comply with Indian Electricity rules 195 as well as the general specifications for electrical works 1972 for up-to-date specification etc.
- 22. The Contractor shall be solely responsible for supply and use of sub standard materials. The contractor's Engineer will also be held responsible for execution of such substandard works. This will form Part of F-2 Agreement and become Clause no. 27 , and the existing Clause no. 27 of F-2 agreement shall become Clause no. 28.
- 23. The Defect liability Period shall be One (1) Year from the date of completion of the work.

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For Kumar & Kumar Associates

Partner
(Seal & Signature of Tenderer)

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19/01/18
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

19/1

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

निविदा आमंत्रण सूचना संख्या-47 वर्ष 2015-16

प्रतिशत दर निविदा

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

बिहार राज्य के आंगरत निम्न कार्य हेतु निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केंद्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में नियुक्त हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन उक्त कार्य का लेटर ऑफ एक्सेप्टेंस प्राप्त होने के बाद कराना होगा।

क्रम	कार्य का नाम	प्राक्कलित राशि (रु० में)	अग्रधन की राशि (रु० में)	परिमाण विषय की राशि (रु० में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	Construction of M.S. Grill, Rolling Shutter, Compound Wall, Main Gate, Main Drain, Campus Development & Approach Road of Library cum Conference Hall at Bihar Hindi Granth Academy, Saidpur, Patna	23,02,945/-	46,500/-	5,000/-	1,150/-	03 (तीन) माह

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

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

(iii) वेबसाइट-www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपन्न की राशि अंतिम रूप से मान्य होगा।

- (2) विज्ञापन निर्गत करने की तिथि :- दिनांक:-25.03.2016
- (3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक:- 14.03.2016 से 27.03.2016, 15:00 घंटा
(वेबसाइट: www.eproc.bihar.gov.in पर)
- (4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :- दिनांक:- 16.03.2016, 10:00 घंटा प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।
- (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक- 28.03.2016, समय- 15:00 घंटा
- (6) अग्रघन जमा करने की अंतिम तिथि एवं समय :- दिनांक- 30.03.2016, समय- 15:00 घंटा
- (7) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक- 30.03.2016, समय- 16:30 घंटा
(वेबसाइट-www.eproc.bihar.gov.in पर)
- (8) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक- 05.04.2016, समय- 15:30 घंटा
- (9) निविदा खोलने का स्थान :- वेबसाइट-www.eproc.bihar.gov.in पर
- (10) निविदा की वैधता की अवधि :- 120 दिन
- (11) ई-टेंडरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट www.eproc.bihar.gov.in से डाउनलोड करने/टेंडर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।
- (12) ई-निविदा पत्र वेबसाइट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाइट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाइट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रघन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को रकून कर ई-निविदा के साथ संलग्न करना अनिवार्य है।
- (13) परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड आव्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।

For Kumar & Kumar Associates

S. S. S. S.
Partner

Chief Engineer
B.S.E.I.D.C. Ltd. Patna
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19/11

(14) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतये हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 30.03.2016 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 before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

(ग) वांछित अग्रघन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्सड डिपोजिट रिसिप्ट अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवस्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक से निर्गत हो (अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकराशनामा 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 30.03.2016 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

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

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

(17) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाइट 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 अग्रोहस्ताक्षरी 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 / 9939036696.

ब्रजेश प्रसाद
मुख्य अभियंता

For Kumar & Kumar Associates

Partner

Chief Eng neer
B.S.E.I.D.C. Ltd, Patna
19/10/18