



488/15 ए.एम.ए. भवन, पटना-800 015
कमल कुमार भगत भवन, पटना-800 015
भुगत खात नं. 800 015-015
कमल कुमार भगत भवन
1/10/15/15/15
T 691049
सुरेंद्र प्र. नायक
मुख्य निरीक्षक
निर्माण कार्यालय
—अररिया—
नं. नं-1/96-97

Name of Work : AGREEMENT No. 245 SBD of 2015-16.
: "Construction of "Child Development Project office (CDPO) cum
Residence Buildings" in Bihar-SL. No.-8 (Bhawanipur, Purnia in
the District of Purnia)
Name of Agency : Bablu Kumar Bhagat
Date of Commencement : 31-08-2015.
Time of completion : Twelve Months
Estimate Cost : Rs. 1,33,16,011/-
Agreement Value : Rs. 1,25,78,304/- (5.54 % below BOQ rates)
Earnest Money :
Performance Security : Rs. 4,43,000/- (Details attached)

This agreement, made the 31st August, 2015 between Bihar State
Educational Infrastructure Development Corporation Ltd. Patna. Hereinafter called the
Employer of the first part and Bablu Kumar Bhagat, ADB Chowk, Ward No.-16,
P.O.+Distt.-Araria, Bihar hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute ""Construction of
"Child Development Project office (CDPO) cum Residence Buildings" in Bihar-SL. No.-8
(Bhawanipur, Purnia) in the District of Purnia 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. 1,25,78,304/- (Rupees One Crore Twenty
Five Lacs Seventy Eight Thousand Three Hundred Four Only.)

Bablu

31-8-2015
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24a.

NOW THIS AGREEMENT WITNESSETH as follows :

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

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

The common Seal of

was hereunto affixed in the presence of :

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

In the Presence of :

Binding Signature of Employer.....

Binding Signature of Contractor.....


31-8-2015
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24e.

Buly

Performance Security

Name of Agency – “Bablu Kumar Bhagat”

Performance Security of “Bablu Kumar Bhagat” of “CDPO-Bhawanipur”

BG No.

4933ILG005415

DOI

04.06.15 To 03.06.18

Amount

443000.00

(Rupees Four Lacs Forty Three Thousands Only)

Wuam
28/6/15

लेखा पदाधिकारी
बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना

Signature
29/06/15

Bablu

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

Letter of Acceptance

Letter no :- BSEIDC/TECH/206/2014-3842

Patna, Date...16/05/15

With reference to N.I.T. No.-40/2014-15, Dated-20.03.2015 for execution of "Construction of C.D.P.O buildings in" the bids have been accepted in favour of the Agencies as per details below:-

Name of District	Place of Construction	Name of Agency	Estimated Cost (in Rs.)	Tendered Value (in Rs.)	Performance security to be deposited (in Rs.)	Time Of Completion in month
Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kumarkhand	Bambam Kumar Singh, AT+PO-Pama, Vai-Dhaboli, P.S-Sour Bazar, Distt-Saharsa, Bihar.	1,36,74,935	1,23,07,442	7,08,000	12
Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bihariganj	Bambam Kumar Singh, AT+PO-Pama, Vai-Dhaboli, P.S-Sour Bazar, Distt-Saharsa, Bihar.	1,35,65,174	1,22,08,657	7,02,000	12
Madhepura	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Gwalpara	Shiv Chandra Kumar, Rajiv Nagar, Road No.-26, Patna-24	1,35,45,585	1,21,91,026	7,01,000	12
Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Batihani	Akash Kumar, Khajpura, P.O-B.V.College, Patna-14.	1,40,93,687	1,29,67,601	6,16,000	12
Supaul	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kishanpure	Bambam Kumar Singh, AT+PO-Pama, Vai-Dhaboli, P.S-Sour Bazar, Distt-Saharsa, Bihar.	1,38,91,689	1,25,02,520	7,19,000	12
Purnia	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bhawanipur	Bablu Kumar Bhagat, Adb Chowk, Ward No-16, Po & Distt-Araria	1,33,16,011	1,25,78,304	4,43,000	12
Purnia	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Srinagar	Sunil Kumar Suman, Barmasia, Budhuchak, Katihar	1,33,63,389	1,24,25,279	5,30,000	12
Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Palashi	Bablu Kumar Bhagat, Adb Chowk, Ward No-16, Po & Distt-Araria	1,37,54,859	1,23,79,373	7,12,000	12
Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Narpatganj	Akash Kumar, Khajpura, Post- B.V Collage Patna 14	1,38,40,438	1,30,11,396	4,88,000	12
Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Bhargama	Akash Kumar, Khajpura, Post- B.V Collage Patna 14	1,35,87,624	1,26,37,849	5,37,000	12
Arariya	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kursakatta	Pradeep Kumar, Pakitola Parbatta Haldhara Hat Kursakanta Araria	1,38,34,656	1,34,21,000	3,69,000	12
Sheohar	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Taryiani	Ritesh Kumar Singh, F.NO.-256/800, Shatri Nagar, Patna	1,33,55,769	1,21,68,441	6,33,000	12
Kishanganj	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Kochadhaman	Pawan Kumar Agrawal, Caltex Chowk, Kishanganj-855107 (Bihar)	1,35,73,701	1,28,27,147	4,49,000	12
Kishanganj	बाल विकास परियोजना कार्यालय सह आवास (CDPO) at Digal-Bank	Akash Kumar, Khajpura, Post - B.V Collage Patna 14	1,37,59,177	1,29,35,002	4,85,000	12

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

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)
शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् कैम्पस, आचार्य शिवपुजन सहाय पथ, सैदपुर, पटना-800004 (दूरभाष:-0612-2910314)

निविदा आमंत्रण सूचना संख्या-40 वर्ष 2014-15
प्रतिशत मद दर निविदा

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

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

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

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

समाप्त/महत्वपूर्ण/कागजात/बैंक ड्राफ्ट/अग्रधन का राशि/समाप्त प्रमाण पत्र जा निविदा का लिए आवश्यक है का रकम कर ई-निविदा के साथ संलग्न करना अनिवार्य है।

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

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

(ख) Beltron Bid Processing Fee is mandatory to be paid through online mode i.e. Internet payment gateway. (Credit/Debit card), Net Banking, NEFT/RTGS. Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

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

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

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

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

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

मुख्य अभियंता
ब्रजेश प्रसाद

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

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
SHIKSHA BHAWAN, SAIDPUR, PATNA.

AGREEMENT FOR CDPO BUILDING AT BWANIPUR IN PURNIA DISTRICT

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

SL. No.	DISTRICT	NAME OF SCHOOL
1	PURNIA	CDPO BUILDING AT PURNIA

CIVIL WORKS

Sl. No.	SOR Item No.	Item of Work	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6	7
EARTHWORK IN EXCAVATION						
1	2.8.1	Earthwork in excavation in areas(exceeding 30cm in depth. 1.5m in width as well es 10sqm on plan) including dressing of sides and ramming of bottom,lift upto 1.5 including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m. All Kind of soil CDPO BUILDING = 695.22 CUM SEPTIC TANK = 31.89 CUM TOTAL QUANTITY = 727.11 CUM	727.110	cum	205.20	Rs. Two hundred five and paise twenty only.
2	2.29.1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m CDPO BUILDING = 184.47 SQM	184.470	100 sqm	718.800	Rs. Seven hundred eighteen and paise eighty only.
EARTH FILLING						
3	2.26	Filling available excavated earth (excluding rock) in trenches and plinth side of foundation etc. in layers not exceeding 20cm. thick in depth consolidating each deposited layer by ramming and watering lead. CDPO BUILDING = 952.808 CUM	437.632	cu.m	66.40	Rs. Sixty six and paise forty only.
SAND FILLING						

31-8-2015
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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4	2.28	Supplying and filling in plinth with local sand and under floots including watering, ramming consolidating and dressing complete. CDPO BUILDING = 130.66 CUM SEPTIC TANK = 1.02 CUM TOTAL QUANTITY = 131.68 CUM	131.680	cu.m	192.50	Rs. One hundred ninety two and paise fifty only.
FLAT BRICK SOLING						
5	11.72	Providing designation 100A one brick flat soling joints filled with local sand including cost of watering taxes royalty all complete as per building specification and direction of E/I. CDPO BUILDING = 516.17 SQM SEPTIC TANK = 13.57 SQM TOTAL QUANTITY = 529.74 SQM	529.740	sq.m	227.600	Rs. Two hundred twenty seven and paise sixty only.
P.C.C.						
6	4.1.8	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- all work upto plinth level. 1:4:8 (1cement: 4 coarse sand : 8 graded stone aggregate 40mm nominal size) CDPO BUILDING = 26.665 CUM	26.665	cu.m	2346.90	Rs. Two thousand three hundred forty six and paise ninety only.
7	4.1.5	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- all work upto plinth level. 1:3:6 (1cement: 3 coarse sand : 6 graded stone aggregate 20mm nominal size) CDPO BUILDING = 14.507 CUM SEPTIC TANK = 2.98 CUM TOTAL QUANTITY = 17.487 CUM	17.487	cu.m	2775.70	Rs. Two thousand seven hundred seventy five and paise seventy only.

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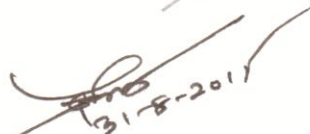
8	11.38	Providing and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in all colours, shades, except White, Ivory, Grey, Fume Red Brown laid on 20mm thick bed of Cement Mortar 1:4 (1 cement : 4 Coarse sand) including pointing the joints with white cement and matching pigments etc. complete. CDPO BUILDING = 47.96 SQM	47.960	sq.m	801.800	Rs. Eight hundred one and paise eighty only.
9	11.36	Providing and fixing 1st quality Ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades, except burgundy, bottle green, black of any size as approved by Engineer-in-charge in skirting, risers of step and dados over 12mm thick bed of Cement Mortar 1:3 (1 cement : 3 Coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigments of matching shade complete. CDPO BUILDING = 193.074 SQM	193.074	sq.m	754.200	Rs. Seven hundred fifty four and paise twenty only.
FLOORING & SKIRTING						
10	11.41.2	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08 % and conforming to IS : 15622 of approved make in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) including grouting the joint with white cement and matching pigments etc., complete. Size of Tile 60x60 cm CDPO BUILDING = 468.873 SQM	468.873	sq.m	1671.900	Rs. One thousand six hundred seventy one and paise ninety only.

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11	11.27	Kota stone slabs 20 mm thick in risers of steps skirting. Dado & pillars laid on 12 mm (average (thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. Details of cost for 10 sqm CDPO BUILDING = 48.672 SQM	48.672	sq.m	927.500	Rs. Nine hundred twenty seven and paise fifty only.
R.C.C. WORK BELOW PLINTH LVL.						
12	5.1.1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement-All work upto plinth level 1:1:2 (1 cement:1 coarse sand:2 graded stone aggregate 20mm nominal size) CDPO BUILDING = 176.054 CUM	176.054	cu.m	5110.700	Rs. Five thousand one hundred ten and paise seventy only.
R.C.C. WORK ABOVE PLINTH LVL.						
13	5.2.1	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and struts etc upto floor five level excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:1:2 (1 cement: 1 coarse sand : 2 graded stone aggregate 20mm nominal size) CDPO BUILDING = 35.86 CUM	35.860	cu.m	5666.200	Rs. Five thousand six hundred sixty six and paise twenty only.
14	5.1.3	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement-All work upto plinth level. 1:2:4 (1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size) CDPO BUILDING SEPTIC TANK = 0.93 CUM	0.930	cum	3438.900	Rs. Three thousand four hundred thirty eight and paise ninety only.

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15	5.3 + 5.33B.4 + 5.33B.1	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral staircases upto floor five level excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:2:4 (Cement: 2 coarse sand : 4 graded stone aggregate 20mm nominal size) (Extra for Providing M-15 grade R.C.C. instead of M-20 grade R.C.C.) (Extra for Providing M-25 grade R.C.C. instead of M-20 grade R.C.C.) CDPO BUILDING = 182.64 CUM	182.640	cu.m	4581.200	Rs. Four thousand five hundred eighty one and paise twenty only.
BRICK WORK						
16	6.1.14A	Brick work with bricks of class designation 100A in foundations and plinth in cement mortar 1:6 (Cement : 6 coarse sand) CDPO BUILDING = 12.045 CUM	12.045	cu.m	3992.90	Rs. Three thousand nine hundred ninety two and paise ninety only.
17	6.1A + 6.1.12/1	Brick work with bricks of class designation 100A in foundations and plinth in : Cement mortar 1 : 4 (1 cement: 4 coarse sand) CDPO BUILDING SEPTIC TANK = 8.75 CUM	8.750	cum	4184.00	Rs. Four thousand one hundred eighty four only.
18	6.1.14A + 6.3A	Brick work with bricks of class designation 100A in superstructure above plinth level upto three floor cement mortar 1:6 (Cement : 6 coarse sand) CDPO BUILDING = 194.814 CUM	194.814	cu.m	4427.50	Rs. Four thousand four hundred twenty seven and paise fifty only.
19	6.18.4A + 6.19A	Half brick Masonry with bricks of class designation 100A in superstructure above plinth level upto five floor cement mortar 1:4 (Cement : 4 coarse sand) CDPO BUILDING = 287.009 SQM	287.009	Sq.m.	538.300	Rs. Five hundred thirty eight and paise thirty only.

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20	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) CDPO BUILDING = 287.009 SQM	287.009	Sq.m.	75.900	Rs. Seventy five and paise ninety only.
PLASTER WORK						
21	13.13.4	20 mm cement plaster of mix : 1:6 (1 cement : 6 coarse sand) CDPO BUILDING = 809.036 SQM	809.036	sq.m	123.50	Rs. One hundred twenty three and paise fifty only.
22	13.11.4	12mm thick Cement plaster of mix 1:6 (1 cement : 6 coarse sand) CDPO BUILDING = 1497.714 SQM	1497.714	sq.m	89.30	Rs. Eighty nine and paise thirty only.
23	13.13.1 + 13.26	20 mm cement Plaster 1:3 (1 cement: 3 coarse sand) with a floating coat of neat cement & neat cement punning CDPO BUILDING SEPTIC TANK = 16.65 SQM	16.650	sq.m	185.60	Rs. One hundred eighty five and paise sixty only.
24	13.17.1 + 13.36.1	12 mm cement Plaster 1:3 (1 cement: 3 coarse sand) with a floating coat of neat cement & Extra for providing and mixing water proofing material in proportion recommended by the manufacturers: 12 mm cement plaster 1:3(1 cement :3 sand) CDPO BUILDING SEPTIC TANK = 52.82 SQM	52.820	sq.m	145.50	Rs. One hundred forty five and paise fifty only.
25	13.24.2	6mm thick Cement plaster of Ceiling mix 1:4 (1 cement : 4 coarse sand) CDPO BUILDING = 630.34 SQM	630.340	sq.m	77.40	Rs. Seventy seven and paise forty only.
26	11.19.2	Precast terrazo tiles 22 mm thick with marble chips of sizes upto 12 mm laid in floors and landings jointed with neat cement slurry mixed with pigment to match the shade of the tiles; including rubbing and polishing complete with precast tiles on 20 mm t	200.510	sq.m	574.60	Rs. Five hundred seventy four and paise sixty only.
FINISHING WORK						
27	13.78.1	Applying one coat of cement primer of approved brand and manufacture on wall surface : Cement primer CDPO BUILDING EXTERNAL WALL = 809.036 SQM	809.036	sq.m	24.90	Rs. Twenty four and paise ninety only.

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28	13.79.1	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade New work (three or more coats) CDPO BUILDING EXTERNAL WALL = 809.036 SQM	809.036	sq.m	60.50	Rs. Sixty and paise fifty only.
29	13.80 A.1	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. CDPO BUILDING = 2128.054 SQM	2128.054	sq.m	76.40	Rs. Seventy six and paise forty only.
30	13.81.1	Applying priming coat with ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and softwood) CDPO BUILDING = 183.312 SQM	183.312	sq.m	25.20	Rs. Twenty five and paise twenty only.
31	13.81.3	Applying priming coat with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel work. CDPO BUILDING = 120.315 SQM	120.315	sq.m	21.30	Rs. Twenty one and paise thirty only.
32	13.93.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade two or more coats on new work CDPO BUILDING = 303.63 SQM	303.630	sq.m	50.90	Rs. Fifty and paise ninety only.
33	10.1	Structural steel work in single section fixed without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. CDPO BUILDING = 716.8 SQM	716.800	Kg.	60.10	Rs. Sixty and paise ten only.


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34	9.20.1	Providing and fixing flush door shutters non decorative type core of block board construction with frame of 1st class hard wood and well matched teak ply veneering with vertical grains or cross bands and face vernears on both faces of shutters.35mm thick including stainless steel butt hinges with necessary screws. CDPO BUILDING = 76.38 SQM	76.380	sq.m	2519.10	Rs. Two thousand five hundred nineteen and paise ten only.
STEEL WORK						
35	10.12.1 + 10.13C	Providing and fixing glazed steel doors, windows or ventilators of standard rolled steel sections, joints mitered and welded with 15x3 mm M.S. lugs 10cm long with steel legs embedded in cement concrete blocks 15x10x10cm.of (1:3:6) (1cement : 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 instread of glaxing clips and met. Sash putty in steel doors, windows,ventilators and composite units. CDPO BUILDING = 120.315 SQM	120.315	sq.m	3277.50	Rs. Three thousand two hundred seventy seven and paise fifty only.
36	9.82.1	Providing and fixing M.S. grills of requirement pattern in frames of windows etc. with M.S. flats square or round bars etc all complete fixed to steel windows by welding. CDPO BUILDING = 2625.48 KGS	2625.480	Kgs.	91.50	Rs. Ninety one and paise fifty only.

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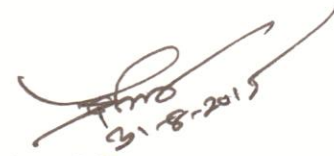
37	5.22	Reinforcement for RCC work including straightening, cutting, bending, placing in position and bonding all complete.				
		TMTC-500				
	5.22.7A	TMTC-500 8mm dia CDPO BUILDING = 13725 KG SEPTIC TANK = 93 CUM TOTAL QUANTITY = 13818 KG	13818.000	KG	74.40	Rs. Seventy four and paise forty only.
	5.22.7B	TMTC-500 10mm dia CDPO BUILDING = 6588 KG	6588.000	KG	73.10	Rs. Seventy three and paise ten only.
	5.22.7C	TMTC-500 12mm dia CDPO BUILDING = 7187 KG	7187.000	KG	71.80	Rs. Seventy one and paise eighty only.
	5.22.7D	TMT-500 16mm dia CDPO BUILDING = 8235 KG	8235.000	KG	72.80	Rs. Seventy two and paise eighty only.
	5.22.7E	TMT-500 20mm dia CDPO BUILDING = 9882 KG	9882.000	KG	72.20	Rs. Seventy two and paise twenty only.
	5.22.7F	TMT-500 25mm dia CDPO BUILDING = 9333 KG	9333.000	KG	72.20	Rs. Seventy two and paise twenty only.
38	10.19	Providing & fixing M.S. Fan hook of 16 mm. dia. M.S. bar 1 Mtr. Long bent to required size and shape, placed in position and fixed in Truss Frame / RCC Slab / beam at the time of casting all complete as per building specification and direction of E/I. (Where materials is not supplied by deptt.) CDPO BUILDING = 150 EACH	150.000	Each	121.80	Rs. One hundred twenty one and paise eighty only.
39	10.33.1	Providing & fixing hand rail by welding etc. to steel ladder railing & staircases railing including applying a priming coat of approved steel primer. MS tube (medium) 40mm nominal bore. CDPO BUILDING = 450 KG	450.000	kg.	91.10	Rs. Ninety one and paise ten only.
		MISCELLANEOUS WORK				
40	BSR 4.17	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement :3 coarse sand : 6 graded stone aggregate 20mm nominal size) over 75mm bad by dry brick ballast 40mm nominal size well rammend and consolidated and grouted with fine sand including finishing the top smooth. CDPO BUILDING = 57.125 SQM	57.125	sq.m	319.30	Rs. Three hundred nineteen and paise thirty only.

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SHUTTERING						
41	5.9.1	Centring and shuttering including strutting, propping etc. and removal of form for foundation, footings, bases of columns etc. for mass concrete. CDPO BUILDING = 202.31 SQM	202.310	Sqm.	166.70	Rs. One hundred sixty six and paise seventy only.
42	5.9.5	Centring and shuttering including strutting, propping etc. and removal of form for lintel, beams, plinth beams, griders, bressumers and contilevers.	654.679	Sqm.	251.30	Rs. Two hundred fifty one and paise thirty only.
43	5.9.6	Centring and shuttering including strutting, propping etc. and removal of form for columns, pillars, piers, abutments, posts and struts	382.480	Sqm.	344.40	Rs. Three hundred forty four and paise forty only.
44	5.9.3	Centring and shuttering including strutting, propping etc. and removal of form for suspended floors, roofs, landings, balconies and access platform.	712.198	Sqm.	275.60	Rs. Two hundred seventy five and paise sixty only.
					Total	10,665,189.95
CARRIAGE OF MATERIALS						
45		Type of materials			Rate Incl. 1% Lab. Cess	
		Local Sand	140.983	cum	205.29	Rs. Two hundred five and paise twenty nine and paise only.
		Sand	298.420	cum	1192.99	Rs. Two thousand one hundred ninety two and paise ninety nine only.
		Stone Chips	372.740	cum	1769.58	Rs. One thousand seven hundred sixty nine and paise fifty eight only.
		Brick	135.056	Thous.	601.67	Rs. Six hundred one and paise sixty seven only.
		Cement	276.102	MT	289.87	Rs. Two hundred eighty nine and paise eighty seven only.
		Steel	54.950	MT	289.87	Rs. Two hundred eighty nine and paise eighty seven only.
ADD EXTRA COST OF MATERIAL FOR SHARSHA COMM. W.R.T GAYA AS PER SOR BCD						
		Bricks	135.056	Thous.	835.35	Rs. Eight hundred thirty five and paise thirty five only.

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	Cement		276.102	MT	1075.73	Rs. One thousand seventy five and paise seventy three only.
					Total (B)	1,631,599.15
<u>Plumbing and sanitary Work</u>						
46	B.S.R 12.78	Providing and fixing on wall face unplasticised PVC (working pressure 4 kgf per sqm) rain water pipes conforming to IS:4985 including jointing with seal ring conforming to IS:5382 leaving 10 mm gap for thermal expansion.				
	12.78.2	110 mm diameter.	100.000	MTS	214.20	Rs. Two hundred fourteen and paise twenty only.
47	B.S.R 17.1.1	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast iron P or S tap, 10 litre low white P.V.C. Flushing cistern with manually controlled device (handle level) conforming to IS : 7231 Parryware/Hindware with all fittings and fixtures complete including cutting and making good the walls and floors wherever required.				
		White Vitreous China Orissa pattern W C pan of size 580 x 440 mm with integral type foot rest.	2.000	Each	3035.40	Rs. Three thousand thirty five and paise forty only.
48	B.S.R 17.2.2	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :				
		W.C. pan with ISI marked black solid plastic seat and lid	9.000	Each	2928.30	Rs. Two thousand nine hundred twenty eight and paise thirty only.

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49	B.S.R 17.4.3	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I. clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :				
		Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern.	12.000	Each	6196.80	Rs. Six thousand one hundred ninety six and paise eighty only.
50	B.S.R 17.7.1	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :				
		White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps.	21.000	Each	2120.30	Rs. Two thousand one hundred twenty and paise thirty only.
51	B.S.R 17.10.1.1	Providing and fixing Stainless Steel AISI 304 (18/8) kitchen sink as per IS: 13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required: kitchen sink with drain board Size 510 x 1040mm bowl depth 225 mm	1.000	Each	7269.20	Rs. Seven thousand two hundred sixty nine and paise twenty only.
52	B.S.R 17.28	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.				
	17.28.2.1	Flexible pipe 32 mm dia	4.000	Each	78.60	Rs. Seventy eight and paise sixty only.
	17.28.2.2	Flexible pipe 40 mm dia	6.000	Each	81.10	Rs. Eighty one and paise ten only.

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53	B.S.R 17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : Rectangular shape 453 x 357 mm	10.000	Each	643.40	Rs. Six hundred forty three and paise forty only.
54	B.S.R 17.33	Providing and fixing 600 x 120 x 5 mm glass shelf with edges round off, supported on anodised aluminium angle frame with C.P. brass brackets and guard rail complete fixed with 40 mm long screws, rawl plugs etc., complete.	10.000	Each	478.30	Rs. Four hundred seventy eight and paise thirty only.
55	B.S.R 17.78.2	Providing and fixing on wall face unplastidsed- (working pressure 4 kgf per sqm) rain water pipes conforming to IS :4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion. 110 mm diameter	119.000	metre	214.20	Rs. Two hundred fourteen and paise twenty only.
56	B.S.R 17.36.2	Providing and filling the joints with spun yarn, cement slurry and cement mortar 1:2 (1 cement : 2 fine sand) in S.C.I / C.I. Pipes: 100mm dia pipe	12.000	Each	46.70	Rs. Forty six and paise seventy only.
57	B.S.R 17.43.1.2	Providing and fixing single equal plain junction of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete. Sand cast iron S&S as per IS - 1729	12.000	Each	674.90	Rs. Six hundred seventy four and paise ninety only.
58	B.S.R 17.60.1.1	Providing and fixing trap of self cleansing design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors: Sand cast iron S & S as per IS: 1729	24.000	Each	837.70	Rs. Eight hundred thirty seven and paise seventy only.


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

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

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

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

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

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

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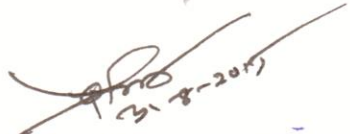
83	1.14	Circuit / Sub-main wiring in PVC Conduit:-				
		Wiring for circuit / sub-main wiring along with earth wire with the following sizes of PVC insulated, copper conductor, single core cable in surface/recessed PVC conduit as required.				
	1.14.1	2x1.5 Sqmm + 1x1.5 sqmm earth wire	0	Mtrs.	107.06	Rs. One hundred seven and paise six only.
	1.14.2	2x2.5 Sqmm + 1x2.5 sq mm earth wire	200	Mtrs.	132.31	Rs. One hundred thirty two and paise thirty one only.
	1.14.3	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	0	Mtrs.	163.62	Rs. One hundred sixty three and paise sixty two only.
	1.14.4	2x6 Sqmm + 1x6 sqmm earth wire (For AC, Industrial Socket)	200	Mtrs.	223.21	Rs. Two hundred twenty three and paise twenty one only.
	1.14.5	2 X 10 sq. mm + 1 X 10 sq. mm earth wire	0	Mtrs.	330.27	Rs. Three hundred thirty and paise twenty seven only.
	1.14.6	2 X 16 sq. mm + 1 X 16 sq. mm earth wire (to be used as sub main)	40	Mtrs.	484.80	Rs. Four hundred eighty four and paise eighty only.
84	2.4	S/F TP MCB DB:-				
		Supplying and fixing of following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required (Without MCB/RCCB/ISOLATOR). Make :- Legrand/Anchor/Havells/HPL.				
	2.4.4	4 Ways (4+12 ways) double door	4	Set	2,196.75	Rs. Two thousand one hundred ninety six and paise seventy five only.
	2.4.5	6 Ways (4+18 ways) double door	2	Set	2,662.36	Rs. Two thousand six hundred sixty two and paise thirty six only.
85	2.10	S/F 'C' series SP MCB:-				
		Supplying and fixing 240 volts, 'C' series, miniature circuit breaker suitable for inductive loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
	2.10.1	6/32A, Single Pole	63	Each	170.69	Rs. One hundred seventy and paise sixty nine only.

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	2.10.3	6/32A ,DP	0	Each	463.59	Rs. Four hundred sixty three and paise fifty nine only.
86	2.13	S/F TPN MCB:-				
		Supplying and fixing following rathing, four poles,415 volt, isolator in the existing MCB DB complete with connections, testing and commissioning etc, as required.				
	2.13.1	40 A,TPN	1	Each	665.59	Rs. Six hundred sixty five and paise fifty nine only.
	2.13.2	63 A,TPN	5	Each	676.70	Rs. Six hundred seventy six and paise seventy only.
87	2.15	S/F TPN RCCB:-Supplying and fixing of following rating three phase and neutral, 415 volts, residual current circuit breaker (RCCB) having a sensitivity current upto 300 miliamperes in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
	2.15.2	40 Amp.	1	Each	2,144.23	Rs. Two thousand one hundred forty four and paise twenty three only.
	2.15.3	63 Amp.	5	Each	2,316.94	Rs. Two thousand three hundred sixteen and paise ninety four only.
88	1.33	S/F Ceiling Rose:-				
		Supplying and fixing 2 pin ceiling rose on the existing junction box/ wooden block including connection etc as required.	45	Each	43.43	Rs. Forty three and paise forty three only.
89	1.34	S/F Batten / Angle Holder:-				
		Supplying and fixing batten / angle holder including connection etc as required.	90	Each	74.74	Rs. Seventy four and paise seventy four only.
90	1.25	S/F Modular type electronic fan regulator:-				
		Supplying and fixing stepped type fan regulator on the existing modular plate switch box including connections but excluding modular plate etc as required.	24	Each	286.84	Rs. Two hundred eighty six and paise eighty four only.

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91	1.21	S/F PVC Conduit:-				
		Supplying and fixing of following sizes of PVC conduit alongwith the accessories in surface / recess including cutting the wall and making good the same in case of recessed conduit as required for Tele, RJ45 Cat 6 data outlet for computer network.				
	1.21.2	20 mm	400	Mtrs.	65.65	Rs. Sixty five and paise sixty five only.
	1.21.3	32 mm	0	Mtrs.	85.85	Rs. Eighty five and paise eighty five only.
92	1.18	Telephone Wiring in Existing Conduit:-				
		Supplying and drawing, following pair, 0.5 sq.mm FR PVC insulated copper conductor, unarmoured telephone cable in the existing surface / recessed steel / PVC conduit as				
	1.18.1	1 pair	120	Mtrs.	14.14	Rs. Fourteen and paise fourteen only.
93	1.19	TV cable in Existing Conduit:-				
		Supplying and drawing co-axial TV cable RG-6 grad.0.7 mm solid copper conductor PE insulated, with PVC sheath in the existing surface/recessed PVC conduit as required.	66	Mtrs.	28.28	Rs. Twenty eight and paise twenty eight only.
		EARTHING				
94	5.6	COPPER EARTH PLATE ELECTRODE:-				
		Earthing with copper earth plate 600mmx 600mmx 3mm thick including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc with charcoal/cock and salt as	2	Each	9,384.92	Rs. Nine thousand three hundred eighty four and paise ninety two only.
95	5.10	P/F 25 x 5mm copper earth strip in pipe :-				
		Providing and fixing 25mmx5mm copper earth strip in 40mm G.I.pipe FRLSom earth electrode including connection with brass nut,bolt,spring,washer excavation and re-filling etc. as required.	8	Mtrs.	1,092.82	Rs. One thousand ninety two and paise eighty two only.

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

96	5.14	P/F 25 x 5 mm copper earth strip in surface/ recess :-				
		Providing and fixing 25mmx5mm copper earth strip in surface/recess for connections etc. as required and making the earth grid for all copper earthing pits of the building.	26	Mtrs.	864.56	Rs. Eight hundred sixty four and paise fifty six only.
97	MR	Supplying, installation, testing and commissioning of cubical type MV Panel made out of 14 SWG sheet steel, totally enclosed IP-54 protection, free standing, floor mounted dust and vermin proof, indoor type compartmentalized powder coated of approved shade after antirust treatment (with min seven tanks) suitable with busbar interconnection with suitable size of copper lead/solid Aluminium strips, control circuits & bottom base channel of MS section not less than 75mmx50mmx5mm (thick). Fabrication shall be done in transportable section. Entire panel shall have a common earth busbar at rear with 2 nos earth stud cable alleys, cable gland plates in two half as required as per single line diagram & specification enclosed with the following switchgears. (Main LT panel)				
		INCOMER:-				
		1 Nos. 125 Amps. TPN MCCB(35 KA) with electronic releases.				
		1 Set phase indication lights (R, Y, B)				
		1 No. Volt Meter (digital type) with inbuilt VSS & control fuses.				
		1 No. 0-200 Amp. Ammeter (digital type) with inbuilt ASS				
		BUS BARS:-				
		125 Amps. TP&N Aluminium bus bars (35 KA)				
		CHANGEOVER:-				
		125 Amps 4 Pole				
		OUT GOINGS:-				
		4 Nos. 40 Amps. TPN MCCB(25 KA) with electronic releases.				
		3 Nos. 63 Amps. TPN MCCB(25 KA) with electronic releases.				
		2 Nos. 16 Amps. DP				

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24e.

		TOTAL COST OF MAIN LT PANEL	1	Set	105,366.10	Rs. One lac five thousand three hundred sixty six and paise ten only.
		GRAND TOTAL (SCHEDULE ITEMS DSR+ JSR+ NON SCHEDULE ITEMS MR)				
					Total (D)	495,502.84
		FIRE FIGHTING				
	DGS&D	Brand new ISI marked Life Guard ABC type multipurpose Fire Extinguishers 4 Kgs. Capacity, fitted with pressure guage complete in all respects, ready to use, complete installation kit.	6.000	Nos.	7549.750	Rs. Seven thousand five hundred forty nine and paise seventy five only.
					Total (E)	45,298.50
Grand Total (A+B+C+D+E)						13,316,011.00
(One Crore Thirty Tree Lacs Sixteen Thousand Eleven Only)						
"Details of Sl. No. 73 (Construction of 125mm x 40mm x 90mm Tabe well) is given below						
Part 'A' - Cost of Materials						
1		125mm dia UPVC casing pipe confirming to ISS	27	Meter	315.00	Rs. Three hundred fifteen only.
2		40mm dia UPVC pipe confirming to ISS	48	Meter	99.38	Rs. Ninety nine and paise thirty eight only.
3		40mm dia PVC ribbed strainer of approved quality	8	Meter	182.00	Rs. One hundred eighty two only.
4		Reducing socket 125mm x 40mm	1	Each	270.00	Rs. Two hundred seventy only.
5		Supplying all labour and materials & fitting & fixing PVC cap over the new sink T/well	1	Each	140.00	Rs. One hundred forty only.
6	B.S.R 1548	Providing and fixing of G.I pipes complete with G.I fittings and clamps, including, cutting and making good etc 32 mm dia (15% C.P & 1% L.Cess)	18	mtr	224.44	Rs. Two hundred twenty four and paise forty four only.
7	B.S.R 1928	32 mm nominal bore Bross Full valve (15% C.P & 1% L.Cess)	1	Each	511.21	Rs. Five hundred eleven and paise twenty one only.

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8	Supplying all equipments, tools and installation of 1 HP single phase submersible motor pump set of KSB/ ISI make 2900 rpm capable of discharge 5000 LPH at 45 Mtr head with all necessary riser pipe, starter control panel, 1.25" Full way valve, 1.25" M.S c	1	Each	26,446.00	Rs. Twenty six thousand four hundred forty six only.
Sub - Total "A"					46138.31061
Part 'B' - Cost of Labour					
	Boring by jet dheki by suitable cutter of reduce as the case may be lowering 125 mm x U.P.V.C x 40 mm dia G.I pipe & strainer of standard quality iron, shoe, plug & socket etc. all complete including providing all tools and plants required for the job as				
	(i) 0 to 30.5 m				
9	(a) For 125 mm dia U.P.V.C pipe	27	mtr	208.77	Rs. Two hundred eight and paise seventy seven only.
10	(b) for 40 mm dia UPVC pipe				
	(i) 0 to 30.5 m	3.5	mtr	119.03	Rs. One hundred nineteen and paise three only.
	(ii) 30.5 m to 61.0 m				
11	(a) For 40 mm dia UPVC pipe	30.5	mtr	136.88	Rs. One hundred thirty six and paise eighty eight only.
	(iii) 61.00 m to 75.00 m				
12	a) For 40mm dia UPVC pipe	14	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
	(iv) 75.00 m to above				
13	a) For 40mm dia UPVC ribbed strainer of approved quality	8	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
14	Providing all labour & tools and lowering 32 mm dia G.I pipe as per specificatin etc. all Complete	24	mtr	21.34	Rs. Twenty one and paise thrity four only.
15	Supplying labour and developing the T/Well to have sand free discharge all complete as per direction of E/I	1	Each	280.50	Rs. Two hundred eighty and paise fifty only.
Sub - Total					14,294.28
Total C="A+B"					60,432.59

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MARKET RATE ANALYSIS OF LT PANEL For C.D.P.O.,BIHAR						
(a)	(JSR-2.4.3)	4 pole MCCB 125 A,35 KA with fixed thermal magnetic setting.	1	Nos	6142.00	Rs. Six thousand one hundred forty two only.
(b)	(JSR-2.4.2)	4 pole MCCB 40 A,16 kA with fixed thermal magnetic setting.	4	Nos	5580.00	Rs. Five thousand five hundred eighty only.
(c)	(JSR-2.4.2)	4 pole MCCB 63 A,16 kA with fixed thermal magnetic setting.	3	Nos	5580.00	Rs. Five thousand five hundred eighty only.
(d)	(JSR-2.12.5)	6/32 A,DP	2	Nos	462.00	Rs. Four hundred sixty two only.
(e)	(JSR-2.5.1)	125 amp 415 V heavy duty three phase with neutral bus bar chamber.	1	Nos	7000.00	Rs. Seven thousand only.
(f)	N.S	Indicator switch	3	Nos	60.00	Rs. Sixty only.
(g)	N.S	Selector switch	1	Nos	160.00	Rs. One hundred sixty only.
(h)	N.S	Voltmeter	1	Nos	525.00	Rs. Five hundred twenty five only.
(I)	N.S.	Ameter	1	Nos	525.00	Rs. Five hundred twenty five only.
(J)	N.S	C.T. Coil	3	Nos	500.00	Rs. Five hundred only.
					Total (A)	56,016.00

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B.S.E.I.D.C. Ltd, Patna
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(J)	Supplying, installation, testing and commissioning of cubical type MV Panel made out of 14 SWG sheet steel, totally enclosed IP-54 protection, free standing, floor mounted dust and vermin proof, indoor type compartmentalized powder coated of approved shade after antirust treatment (with min seven tanks) suitable with busbar interconnection with suitable size of copper lead/solid Aluminium strips, control circuits & bottom base channel of MS section not less than 50mmx50mmx5mm (thick), Fabrication shall be done in transportable section ,entire panel shall have a common earth busbar at rear with 2 nos earth stud cable alleys, cable gland plates in two half as required as per single line diagram & specification enclosed with the following switchgears.	1 Set	@50% Of Total (A)	At the rate of 50% (Fifty Percent) of total (A)
	Cost Of Outdoor Feeder Pillar (A+B)		Total (B) :	28,008.00
	Vat@ 14% of (A+B) :			84,024.00
	Sub Total :			11,763.36
	Installation,testing & commisioning +C.P. @10 % of Sub Total :			95,787.36
	TOTAL COST OF OUTDOOR FEEDER PILLAR. :			9,578.74
				105,366.10
	TOTAL COST OF OUTDOOR FEEDER PILLAR. :		G.Total :	105,366.10
				210,732.19
			G.Total :	210,732.19

Tender approved in favour of M/S Bablu Kumar Bhagat @ 5.54% (Five Decimal Five Four Percent) below BOQ rates i.e. total amount comes to Rs. 1,25,78,304=00 (Rupees One Crore Twenty Five Lacs Seventy Eight Thousand Three Hundred Four Only)

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31-8-2015
Chief Engineer
B.S.E.I.D.C. Ltd, Patna



GOVERNMENT OF BIHAR

STANDARD BIDDING DOCUMENT
PROCUREMENT
OF
CIVIL WORKS

Bulky

A handwritten signature in blue ink, likely belonging to the Chief Engineer, is positioned above the official title.

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

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BSEIDC, Patna

Tender : Construction of CDPO Building in Bihar,

Bhawanipur

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


Seal and Signature of Tenderer


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

STANDARD BIDDING DOCUMENT

PROCUREMENT OF CIVIL WORKS



Seal and Signature of Tenderer



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

24/01

BSEIDC, Patna Tender : Construction of CDPO Building in Bihar, Bhawanipur
BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus
Acharya Shiv Pujan Sahay Path, Saidpur, PATNA-800004.

**NATIONAL COMPETITIVE BIDDING
(CIVIL WORKS)**

1. NAME OF WORK : Construction of CDPO Building, in Bihar.

<u>Sl. No.</u>	<u>District</u>	<u>Name of Work</u>
8	Purnea	1 CDPO Building at Bhawanipur

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

Seal and Signature of Tenderer

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

INVITATION FOR BID
(IFB)



Seal and Signature of Tenderer



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

24/01

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

निविदा आमंत्रण सूचना संख्या-40 वर्ष 2014-15

प्रतिशत मद दर निविदा

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

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

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

Chief Engineer

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

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

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

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

3. वेबसाइट-www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपत्र की राशि अंतिम रूप से मान्य होगा।

(2) विज्ञापन निर्गत करने की तिथि

:— दिनांक:-09.02.2015

(3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय:- दिनांक- 23.02.2015 से 16.03.2015, 15:00 घंटा
(वेबसाइट-www.eproc.bihar.gov.in पर)

(4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :— दिनांक- 02.03.2015, 14:30 घंटा प्रबंध निदेशक का
कार्यालय, बिहार राज्य शैक्षणिक आधारभूत
संरचना विकास निगम, पटना।

(5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :— दिनांक- 20.03.2015, समय- 15:00 घंटा

(6) टेक्निकल बिड खोलने की तिथि एवं समय :— दिनांक- 25.03.2015, समय- 15:30 घंटा

(वेबसाइट-www.eproc.bihar.gov.in पर)

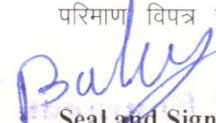
(7) वित्तीय बिड खोलने की तिथि एवं समय :— दिनांक- 04.04.2015, समय- 15:30 घंटा

(8) निविदा खोलने का स्थान :— वेबसाइट-www.eproc.bihar.gov.in पर

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

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

(11) 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



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Chief Engineer
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BSEIDC, Patna Tender : Construction of CDPO Building in Bihar, Bhawanipur

कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है।

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

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

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

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

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

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

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

(16) 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।

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

मुख्य अभियंता
ब्रजेश प्रसाद


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
२५.०३.१५


Seal and Signature of Tenderer

SECTION 1
INSTRUCTION TO BIDDERS
(ITB)



Seal and Signature of Tenderer



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

24/01/20

Section 1 : Instructions to Bidders

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

. GENERAL**1.Scope of Bid**

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

2.Sources of Funds

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


3. Eligible Bidders

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

4.Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts indicating miles stones to complete the project on time.
- 4.2 All bidders shall also furnish the following information in Section 2.
 - (i) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.
 - (ii) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.
 - (iii) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount. (for all contracts over Rs. 5 crore)
 - (iv) Power of attorney, if any.
- 4.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction work performed for each of the last five years,
 - (c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract or evidence of arrangement; of possessing them on hire/ lease/ buying as defined therein;
 - (e) qualifications and experience of key site management and technical personnel proposed for contract;


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Chief Engineer
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24/01/2019

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- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years,
- (g) evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (h) undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount;
- (k) proposals for subcontracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); *(for all contracts over Rs. 5 Crore)*
- (l) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones *(for all contracts over Rs. 5 Crore)*

4.4 Bids from Joint ventures are not acceptable.*

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

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

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

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

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

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B. Each bidder should further demonstrate :

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

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

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

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

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

- (b) availability for this work of personnel with adequate experience as required; as per Annexure-II.
- (c) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix
(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)
- C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.**

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

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

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

Where

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


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

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

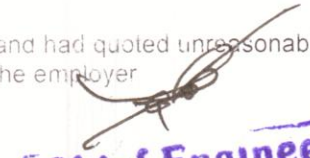
Note : The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer



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

5. One Bid per Bidder

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

6. Cost of Bidding

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

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

7. Site Visit

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

- 7.2. Tender documents are not transferable.


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

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

Section	Particulars	Volume No.
	Invitation for Bids	
1	Instructions to Bidders	
2	Qualifications of Bidders	I
3	Conditions of Contracts	
4	Contract Data	
5	Special condition of Contract	II
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.



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10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be collected by all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

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

12. Documents Comprising the Bid

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

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

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

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

- (i) Form of Bid as specified in Section 6
 - (ii) Priced Bill of Quantities for items specified in Section 7
- 12.2 Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.
- 12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

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

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13. Bid Prices

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

14. Currencies of Bid and Payment

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

15. Bid Validity

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

16. Earnest Money

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

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- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

17. Alternative Proposals by Bidder

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

18. Format and Signing of Bid

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

D. SUBMISSION OF BIDS (Only on Website : www.eproc.bihar.gov.in)

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

19. Sealing and Marking of Bids


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

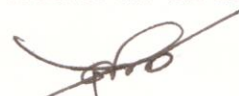
Technical Bid : To be opened as per NIT (date of Technical Bid opening) in the presence of Evaluation Committee, or authorized person. (Only on Website : www.eproc.bihar.gov.in)

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

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

- 19.2 The inner, outer and separate envelopes containing Technical and Financial Bids shall
 - (a) be addressed to the Employer at the address given in Appendix
 - (b) bear the identification no of contract as indicated in Appendix.
 - (c) provide a warning not to open before the specified time and date for bid opening as specified in ITB.
- 19.3 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or if Evaluation Committee declares the bid as non responsive pursuant to Clause 23.


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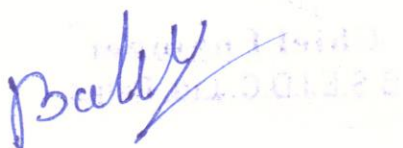

- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 20. Deadline for Submission of the Bids (Only on Website : www.eproc.bihar.gov.in)**
- 20.1 Complete Bids (including Technical and Financial)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

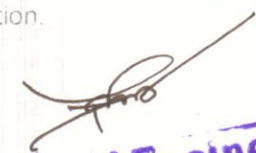

E. BID OPENING AND EVALUATION (Only on Website : www.eproc.bihar.gov.in)
(Sl.No. 22 To 27.5, All Process shall be done through e-tendering Process)

22. Bid Opening

- 22.1 The Employer or their authorized representative will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 22.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed a head with the opening.
- 22.2 If any of the tenderers or their agents are not present at the time of opening, the employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.
- 22.3 The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the Earnest money furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- 22.4 (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.
- (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
- (iv) Immediately (usually within 3 to 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 22.5 At the time of opening of "Financial Bid", the names of the bidders found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.

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

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

23. Process to be Confidential

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

24. Clarification of Financial Bids

24.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.

24.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

25. Examination of Bids and Determination of Responsiveness

25.1 During detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26. Correction of Errors

26.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

(a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

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- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'

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

27. Evaluation and Comparison of Financial Bids

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

F. AWARD OF CONTRACT

28. Award Criteria

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

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

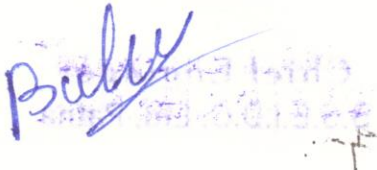
29. Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 28, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Employer's action.

30. Notification of Award and Signing of Agreement

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

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

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

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

31. Performance Security

31.1 Within 10 (ten) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent 2% of the Contract price including earnest money plus additional security for unbalanced Bids in accordance with the Clause 29.5 of ITB and the provisions of Bihar Financial Rules.

31.2 If the performance security is provided by the successful Bidder in the form of an Bank Guarantee or fixed deposit receipts in the name of Employer, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) acceptable to the Employer.

31.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

32. Advance Payment and Security

32.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

33. Corrupt or Fraudulent Practices

33.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with this Corporation (BSEIDC) and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

33.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause and Sub-Clause 14 of the General Conditions of Contract.

G. APPENDIX to ITB

Clause Reference with respect to Section-I.

1. Name of the Employer—Managing Director, BSEIDC, Patna. [Cl. 1.1]
2. The last five years means for this tender
2009 - 2010
2010 - 2011
2011 - 2012
2012 - 2013
2013 - 2014.
And financial year 2014-15 will also be considered.
3. The required annual financial turn over amount is Rs. 66.58 Lac (Rupees Sixty Six Lac Fifty Eight Thousand Only) [Cl. 4.5 A(a)]
4. Required minimum value of one similar work is Rs. 33.29 Lac (Rupees Thirty Three Lac Twenty Nine Thousand Only). [Cl. 4.5A(b)]
5. Required minimum quantities of work executed are:- as prescribed in the relevant clause. [Cl. 4.5A(c)]
6. The cost of electric work is :-
7. The cost of water supply/ sanitary works is :-
8. Liquid assets and/or availability of credit facilities is 10% of Estimated Cost. [Cl. 4.5B(c)]
9. Price level of the financial year _____ [Cl. 4.7)]
10. The pre-bid meeting will take place : As Per NIT. [Cl. 9.1.2]
11. The technical bid will be opened THROUGH WEBSITE Only
Website : www.eproc.bihar.gov.in

Seal and Signature of Tenderer

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

24/2

12. Address of the Employer : Managing Director, BSEIDC, Patna. [Cl. 4.5(a)]
13. Identification: [Cl. 19.2(b)]
Bid for : Sl. No. : 8; C.D.P.O Building at Bhawanipur
Bid reference No. : 40, Year : 2014-15
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., B.C.D, Effective from: 15.09.2014 & DSR (CIVIL&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 Multiply factor
- | | |
|-------|------|
| One | 1.1 |
| Two | 1.21 |
| Three | 1.33 |
| Four | 1.46 |
| Five | 1.61 |
20. Bids will be submitted in Percentage Rate .

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


Seal and Signature of Tenderer


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

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

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

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

* To be decided by Employer before floating the tender.

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

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

Seal and Signature of Tenderer




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



ANNEXURE – II

List of Key Personnel to be deployed on Contract Work

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

Sl. No.	Personnel*	Qualification	Contract Package Size						
			Rs. 5-30 Lacs	Rs. 30 Lacs to 70 Lacs	Rs. 70 Lacs to 2 Crores	Rs. 2-10 Crores	Rs. 10-30 Crores	Rs. 31-50 Crores	More than 50 Crores
1.	Project Manager	B.E. Civil + 10 Years Exp. (5 years as Manager) or retired E.E.					1 No.	1 No.	1 No.
2.	Site Engineer	B.E. Civil + 07 Years Exp. (3 years in Road Construction) or retired A.E.			1 No.	1 No.	1 No.	2 Nos.	4 Nos.
3.	Plant Engineer	B.E. Mech./ Civil + 05 Years Exp. or Dip. Mech + 07 Years Exp. or Retired J.E.				1 No.	1 No.	1 No.	2 Nos.
4.	Quantity Surveyor	B.E. Civil + 05 Years Exp. or Dip. Civil + 07 Years Exp.						1 No.	2 Nos.
5.	Soil & Material Engineer	B.E. Civil + 07 Years Exp.						1 No.	2 Nos.
6.	Survey Engineer	B.E. Civil + 03 Years Exp. or Dip. Civil + 05 Years Exp.						1 No.	2 Nos.
7.	Site Supervisor or	Fresh Graduate in Civil or Diploma Civil + 03 Years Exp. or retired I.T.I Holder.		1 No.	1 No.	1 Nos.	2 Nos.	3 Nos.	4 Nos.
	Total			1	2	3	5	10	17

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


Seal and Signature of Tenderer


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

SECTION 2

QUALIFICATION INFORMARION

(to be filled in by Bidder)

Seal and Signature of Tenderer

Bahay

[Signature]
27
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24a

QUALIFICATION INFORMATION

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

1. For Individual Bidders

1.1 Constitution or legal status of Bidder
(Attach copy)

Place of registration :

Principal place of business :

Power of attorney of signatory of Bid
(Attach)1.2 Total value of Civil Engineering construction
work performed in the last five years**
(in Rs. Million)

200	200	}	β
200	200		
200	200		
200	200		

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

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

* Attach certificate(s) from the Engineer(s)-in-Charge

** Immediately preceding the financial year in which bids are received and current financial year will also be considered.

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

Seal and Signature of Tenderer

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

Tender : Construction of CDPO Building in Bihar,

(B) Works for which bids already submitted :

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

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

[illegible]

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


Seal and Signature of Tenderer

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

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

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

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

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

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

* Delete, if prequalification has carried out

Seal and Signature of Tenderer

[Signature]

[Signature]

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

[Signature]

Tender : Construction of CDPO Building in Bihar,

Bhawanipur

- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10 Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.11 Information on litigation history in which the Bidder is involved.

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

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

- ## 1.14 Programme

- ### 1.15 Quality Assurance Programme

2. Additional Requirements

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

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

Fill the Name of Consultant.

Delete, if prequalification has not been carried out.

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

Seal and Signature of Tenderer

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

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

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

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

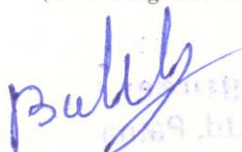
(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

(Seal & Signature of Tenderer)


BSEIDC, Patna



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

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ has been blacklisted nor has abandoned any work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorises and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.
5. If the work is allotted to me or my firm, I/we will arrange the required fund and submit the work program for timely completion of the work.
6. I/we will invest a minimum of cost up to 25% of contract value of work during implementation of contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE


(Seal & Signature of Tenderer)


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

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.

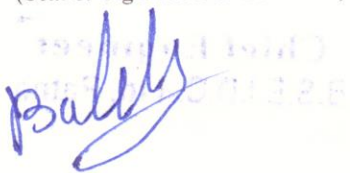
(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

(Seal & Signature of Tenderer)




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


BSEIDC, Patna

Tender : Construction of CDPO Building in Bihar,

Bhawanipur

SECTION 3
GENERAL CONDITIONS OF CONTRACT


(Seal & Signature of Tenderer)




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


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(Seal & Signature of Tenderer)

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

BSEIDC, Patna Tender : Construction of CDFO Building in Bihar, Bhawanipur

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(Seal & Signature of Tenderer)


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


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GENERAL GUIDELINES

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

(Seal & Signature of Tenderer)

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

BSEIDC, Patna Tender : Construction of CDFO Building in Bihar, Bhawanipur
BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(A Govt. Of Bihar UNDERTAKING)

Form-1

NOTICE INVITING TENDER

contractor State RCD/BCD/ other State P.W.D. & Central Government / PSU or any Agency of National / International repute :-

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

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

OR

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

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

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

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

(Seal & Signature of Tenderer)

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

2. Agreement shall be drawn with the successful tenderer on prescribed Form No BSEIDC-2/3. Tenderer shall quote his rates as overall percentage above/below the amount of B.O.Q. or item rate as per various terms and conditions of the said form which will form part of the agreement.
3. The amount of Estimated Cost or B.O.Q. Cost of the work may vary.
4. The earnest money will be applicable on the sanction cost of B.O.Q. only.
5. The time allowed for carrying out the work will be from the day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
6. The site for the work is available.

OR

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

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

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

i) Rs. in Bank Draft as cost of tender.

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

8. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Dated -----

(i) (ii)
..... (iii)

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

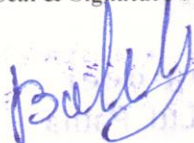
9. The Contractor shall be required to deposit an amount equal to 2% of the tendered value of the work as performance guarantee including earnest money in the form as mentioned in Bihar Financial Rules. For works costing more than one Crore, bank guarantee is acceptable.

10. The description of the work is as follows:-----

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.

* as applicable

(Seal & Signature of Tenderer)




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

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

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 Authority, shall the and of by the successful tenderer contractor.

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

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

Form-2/3

Percentage Rate Tender & Contract for Works

(A) Tender for the work of :-

(i) To be submitted by

(ii) To be opened

Signature of officer issuing the documents

Designation

Date of issue

TENDER

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

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

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

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


(Seal & Signature of Tenderer)


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

Percentage Rate Tender & Contract for Works

(A) Tender for the work of :-

(i) To be submitted by

(ii) To be opened

Signature of officer issuing the documents

Designation

Date of issue

TENDER

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

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

We agree to keep the tender open for one hundred twenty (120) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs2,06,200.00(Rupees Two Lacs Six Thousand Two Hundred Only) has been deposited as guarantee of a Nationalised / scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the competent Authority of the Corporation or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if/we fail to commence work as specified, I/we agree that competent Authority of the corporation or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

Dated

Signature of Contractor
Postal Address

Witness :

(Seal & Signature of Tenderer)

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



GOVERNMENT OF BIHAR
ALL WORKS DEPARTMENT

**General
Rules &
Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers and the internet as the case may be.

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

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

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

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

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

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

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

- 4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule- A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelope.

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

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

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**GOVERNMENT OF BIHAR
ALL WORKS DEPARTMENT**

**General
Rules &
Directions**

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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.

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

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

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

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

24/9

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

Applicable for
Item Rate
Tender only
(Form- 3)

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written in the end. Unless the rate is in whole rupee and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

Applicable for
Percentage
Rate Tender
only (Form- 2)

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

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

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

Where A = BOQ Cost

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

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

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

(Seal & Signature of Tenderer)

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

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

Applicable for
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(Seal & Signature of Tenderer)

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Chief Engineer
BSEIDC Ltd, Patna
24/01

CONDITIONS OF CONTRACT

- Definitions : 1. The contract means the document forming the tender and acceptances thereof and the formal agreement executed between the competent authority on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd. and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them :-
- i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The Contractor shall mean the individual, firm or company, whether incorporate or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm of company.
 - iv) The Engineer-in-Charge means the Engineer officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd. as mentioned in Schedule 'F' hereunder.
 - v) Corporation shall mean the Bihar State Educational Infrastructure Development Corporation Ltd..
 - vi) Excepted Risk are risks due to riots (other than those on account of contractor employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority Provided that the contractor is also to show that he has taken all due precautions to avoid / un minimise any adverse after / damage from the above or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a caused solely due to Government's faulty design of works.
 - vii) Bill of quantity means the price and completed Bill of Quantities forming part of the Bid.
 - viii) The Defect liability certificate is the certificate issued by Engineer-in-Charge after defect liability period has ended and upon correction of defects by the contractor.
 - ix) The defect liability period will be decided by the Corporation for different nature of works from date of completion of the work and must be mentioned in the agreement.

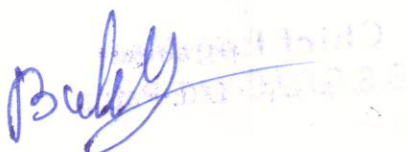
It will be decided by the Corporation for different nature of work from time to time as mentioned in contract Data.

- x) The intended completion date is the time intended to complete the work by the contractor.
- xi) The start date is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession date.

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(Seal & Signature of Tenderer)




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



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

- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-
- i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any
 - iii) Drawings.
 - iv) MORT & H specification.
 - v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- Signing of Contract** 9. The successful tenderer/contractor, after submitting the performance guarantee i.e. within 7 days of receipt of letter of acceptance shall attend the office of the Engineer-in-Charge for authentication signing and completion of the contractor document and execute the agreement consisting of :-
- i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard P.W.D. Form as mentioned in Schedule 'F' consisting of :
Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - iii) Drawing.


(Seal & Signature of Tenderer)


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
27/2.

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Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
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Signing of
Contract

(Seal & Signature of Tenderer)

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money at the time of tenders will be treated a part of the Security Deposit.

CLAUSE 2**Compensation
for Delay
(Liquidated
Damage)**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government / Corporation on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer / Chief Consultant (Technical) (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation. In case, the contractor 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 /
Rescinded**

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

(Seal & Signature of Tenderer)

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

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

CLAUSE 2

**Compensation
for Delay
(Liquidated
Damage)**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government / Corporation on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer / Chief Consultant (Technical) (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

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

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

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

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CLAUSE 3

**When Contract
can be
Determined /
Rescined**

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(Seal & Signature of Tenderer)

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

24/01

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor as decided by the Employer within 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 jobs for which a separate Programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

(Seal & Signature of Tenderer)

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor as decided by the Employer within 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.

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(Seal & Signature of Tenderer)

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

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

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

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

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



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

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

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

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


(Seal & Signature of Tenderer)


Chief Engineer
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sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 8A**Contractor to
Keep Site Clean**

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

CLAUSE 8 B**Completion Plans
to be Submitted
by the Contractor**

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

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

CLAUSE 9**Payment of
Final Bill**

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

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

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


(Seal & Signature of Tenderer)


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

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

[Signature]

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

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to the throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to the Corporation for all advantages or profits resulting or which in the usual course would have resulted to him by reason or such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Corporation within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

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

CLAUSE 10 A

Materials to
be provided
by the
Contractor

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

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

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

(Seal & Signature of Tenderer)


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

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CLAUSE 10 A

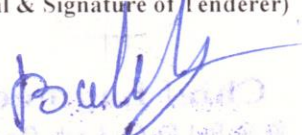
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BSEIDC, Patna

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


expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 85% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge and approval from Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on the plant and equipment of a value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same only after approval from Engineer-in-Charge.

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

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

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

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

**Interest &
Recovery**

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


(Seal & Signature of Tenderer)


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

Interest & Recovery

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

(Seal & Signature of Tenderer)

Bahubali

[Signature]

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

CLAUSE 10 CA

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

If after submission of the tender, the price of cement or steel reinforcement bars / bitumen incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

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

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

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

Adjustment for cement component

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

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

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

R = Value of the work.

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

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

P_c = Percentage of cement component of the work.

Adjustment for Steel component

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

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

(Seal & Signature of Tenderer)

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

CLAUSE 10 CA

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

If after submission of the tender, the price of cement or steel reinforcement bars / bitumen incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

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

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

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

Adjustment for cement component

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

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

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

R = Value of the work.

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

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

P_c = Percentage of cement component of the work.

Adjustment for Steel component

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

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

(Seal & Signature of Tenderer)

Bahly

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

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:

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

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

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

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

P_1 = Percentage of labour component of the work.

Adjustment for cement component

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

$$V_C = 0.85 \times P_C / 100 \times R \times (C_1 - C_0) / C_0$$

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

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

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

P_C = Percentage of cement component of the work.

Adjustment for Steel component

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

$$V_S = 0.85 \times P_S / 100 \times R \times (S_1 - S_0) / S_0$$

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

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

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

P_1 = Percentage of labour component of the work.

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


(Seal & Signature of Tenderer)


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

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:

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

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

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

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

P_1 = Percentage of labour component of the work.

Adjustment for cement component

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

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

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

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

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

P_0 = Percentage of cement component of the work.

Adjustment for Steel component

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

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

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

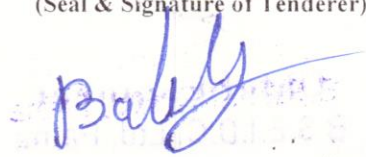
S_0 = The all India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India New Delhi.


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

P_1 = Percentage of labour component of the work.

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

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/10/21

Adjustment of other materials component

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

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

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

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

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

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

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

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

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

CLAUSE 10 D

Dismantled
Material Govt.
Property

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

CLAUSE 11

Work to be
Executed in
Accordance with
Specifications,
Drawings, Orders
etc.

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

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

Adjustment of other materials component

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

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

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

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

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

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

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

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

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

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

(Seal & Signature of Tenderer)

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

24/9

**Deviation,
Deviated
Quantities,
Pricing**

- In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates as per power delegated in PWD Code for the work in question within one month of expiry of the said period of fifteen days having regard to the market rates or current schedule of rate.
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer / Chief Consultant (Technical) is authorized for consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule 'F' the following works shall be treated as works relating to foundation :
- 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.
 - For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
 - For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
 - 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.


(Seal & Signature of Tenderer)


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

**Deviation,
Deviated
Quantities,
Pricing**

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates as per power delegated in PWD Code for the work in question within one month of expiry of the said period of fifteen days having regard to the market rates or current schedule of rate.
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer / Chief Consultant (Technical) is authorized for consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule 'F' the following works shall be treated as works relating to foundation :
- 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.
 - For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
 - For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
 - 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.

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

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

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

- (a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by Corporation. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

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

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

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

CLAUSE 15

- Suspension of Work**
- i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons :
 - a) on account of any default on the part of the contractor or;
 - b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - c) for safety of the works or part thereof.

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

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

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

- (a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by Corporation. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

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

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CLAUSE 15

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- 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.

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BSEIDC, Patna


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

be refunded before the expiry of defected liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

**Contractor to
Supply Tools &
Plants etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at case to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A


**Recovery of
Compensation
paid to Workman**

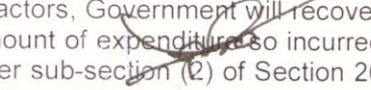
In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensations Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation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

CLUASE 18 B

**Ensuring Payment
and Amenities to
Workers if
Contractor fails**

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


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Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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be refunded before the expiry of defected liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

**Contractor to
Supply Tools &
Plants etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at case to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

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Compensation
paid to Workman**

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CLUASE 18 B

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and Amenities to
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Contractor fails**

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

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

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required for making good the loss suffered by a worker or workers by reason of nonfulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

- b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19 C

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

CLAUSE 20

Minimum wages Act to be complied with.

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

CLAUSE 21

Work not to be sublet. Action in case of insolvency

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

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

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- vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
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consultant(Technical), the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Executive Officer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Executive Officer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Executive Officer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

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

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

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

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

CLAUSE 26

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

Contractor to
indemnity Govt.
against Patent
Rights
Seal & Signature of Tenderer)

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

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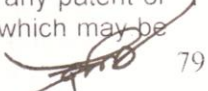
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Contractor to
indemnity Govt.
against Patent
Rights

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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.

CLAUSE 29 A

Lien in respect of
claims in other
Contracts

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

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

CLAUSE 30

Unfiltered
water
supply

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

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

CLAUSE 31

Return of
surplus
material

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

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

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

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

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[Signature]

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

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

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.
- vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer in Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period or 8 hours a day. In that case the hourly hire charges for overtime to charge (1/8)th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
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- 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.

(Seal & Signature of Tenderer)

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

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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 with every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer in Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 34

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

CLAUSE 35

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

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

(Seal & Signature of Tenderer)

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

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- 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.

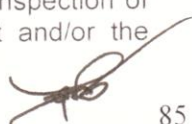
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- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Government and/or the

(Seal & Signature of Tenderer)





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

34a.

- 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 same shall be calculated on the basis of standard formula to be laid down by the Engineer in Charge.
- b) Theoretical quantity of steel reinforcement of structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer in Charge, including authorised lappages, chairs etc., plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and categoriwise separately.
- c) For any other material as per actual requirements.

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

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

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

CLAUSE 41**Release of Security deposit**

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

CLUAUSE 42**Responsibility of Technical Staff and employees**

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

CLAUSE 43**Contractor's Risks**

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

CLAUSE 44**Insurance**

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


(Seal & Signature of Tenderer)


Chief Engineer
D.C. Ltd, Patna

- 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 same in the above mentioned schedule/statement or cannot be derived from the shall be calculated on the basis of standard formula to be laid down by the Engineer in Charge.
- b) Theoretical quantity of steel reinforcement of structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer in Charge, including authorised lappages, chairs etc., plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and categoriwise separately.
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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.

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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.

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(Seal & Signature of Tenderer)

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24.12.20

CLAUSE 49

Cost of Tests
not Provided
for

If any test required by the Engineer which is :

- (a) not so intended by or provided for,
- (b) (in the cases above mentioned) not so particularised, or
- (c) (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case department will bear the cost.

CLAUSE 50

Commencement
of Works

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

CLAUSE 51

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.


(Seal & Signature of Tenderer)


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

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not Provided
for

If any test required by the Engineer which is :

- (a) not so intended by or provided for,
- (b) (in the cases above mentioned) not so particularised, or
- (c) (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

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(Seal & Signature of Tenderer)



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

24/01/2019

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities : BOQ attached with Financial bid.

Sl. No.	Description of Item(with brief specification and reference to book of specification)	BILL OF QUANTITY				Amount
		Quantity	Unit	Rate		
				In figure	In words	
1	2	3	4	5	6	7

SCHEDULE 'B' : N.A.

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

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

SCHEDULE 'C' : N.A.

Tools and plants to be hired to the contractor

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

SCHEDULE 'D' : N.A.

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

SCHEDULE 'E' :

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

(Signature)
(Seal & Signature of Tenderer)

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

PROFORMA OF SCHEDULES

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

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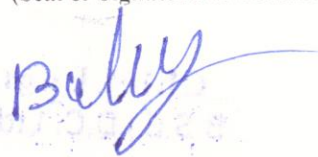

SCHEDULE 'D' : N.A.

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

SCHEDULE 'E' :

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

(Seal & Signature of Tenderer)

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



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

9(ii) Standard PWD Contract Form PWD 2/3 as modified & corrected upto

Clause 1

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

Clause 2

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

Clause 2A

Whether Clause 2A shall be applicable Yes

Clause 5

Number of days from the date of issue of notice to start. 07 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

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

AND

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

Time allowed for execution of work 12 Months.

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

Clause 7

Gross work to be done together with net


(Seal & Signature of Tenderer)


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

9(ii) Standard PWD Contract Form

PWD 2/3 as modified & corrected upto

Clause 1

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- 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

Yes

Clause 5

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

07 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

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4.	Full	Full	

Time allowed for execution of work

12 Months.

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

Chief Engineer, BSEIDC, Patna.

Clause 7

Gross work to be done together with net

(Seal & Signature of Tenderer)

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

24/01.

BSEIDC, Patna

Tender : Construction of CDPO Building in Bihar,

Bhawanipur

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


(Seal & Signature of Tenderer)


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/2

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

(Seal & Signature of Tenderer)

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[Signature] 95

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

24/01

BSEIDC, Patna

Tender : Construction of CDPO Building in Bihar,

Bhawanipur

SECTION 7
BILL OF QUANTITY
(Attached with Financial bid)


(Seal & Signature of Tenderer)


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
21/01.

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SECTION 7
BILL OF QUANTITY
(Attached with Financial bid)

(Seal & Signature of Tenderer)




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Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/01/20

BILL OF QUANTITIES

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

Note :

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


(Seal & Signature of Tenderer)


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

BILL OF QUANTITIES

Sl. No.	Description of Item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amount
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(Seal & Signature of Tenderer)



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

44.

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are :

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

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to Clause 27.

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


(Seal & Signature of Tenderer)


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

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are :

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

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(Seal & Signature of Tenderer)




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

PERFORMANCE BANK GUARANTEE

To

_____[name of Employer]
_____[address of Employer]

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

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

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

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

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

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

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

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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


(Seal & Signature of Tenderer)


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
342.

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]

_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

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

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

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

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

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

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

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

(Seal & Signature of Tenderer)





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

24/11

INDENTURE FOR SECURED ADVANCES

FORM 31

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

This indenture made the _____ day of _____, 20____ BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

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

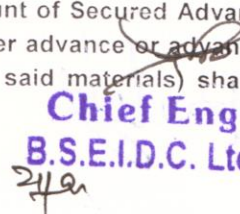
AND WHEREAS the contractor has applied to the Employer that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute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

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

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

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


(Seal & Signature of Tenderer)


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

INDENTURE FOR SECURED ADVANCES FORM 31

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

This indenture made the _____ day of _____, 20____ BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

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

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


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

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

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

(Seal & Signature of Tenderer)



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Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24.2.

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



(Seal & Signature of Tenderer)



Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/12/21

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

(Seal & Signature of Tenderer)

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

BSEIDC, Patna

Tender : Construction of CDPO Building in Bihar,

Bhawanipur

Issue of Notice to proceed with the work
(Letterhead of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of _____

_____ at a Bid
Price of Rs. _____.

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

Yours faithfully,

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


(Seal & Signature of Tenderer)


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

Issue of Notice to proceed with the work

(Letterhead of the Employer)

(Date)

To

(Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of _____

_____ at a Bid
Price of Rs. _____

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

Yours faithfully,

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

(Seal & Signature of Tenderer)

Bukhly

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

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

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

The Common Seal of _____
was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said _____

in the presence of :

Binding Signature of Employer _____

Binding Signature of Contractor _____


(Seal & Signature of Tenderer)


Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/2

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

The Common Seal of _____
was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said _____


in the presence of :

Binding Signature of Employer _____

Binding Signature of Contractor _____

(Seal & Signature of Tenderer)




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


BSEIDC, Patna

Tender : Construction of CDPO Building in Bihar,

Bhawanipur


SECTION 9
DRAWINGS
(To be Attached)


(Seal & Signature of Tenderer)


Chief Engineer
BSEIDC Ltd, Patna
24/2.

SECTION 9
DRAWINGS
(To be Attached)

(Seal & Signature of Tenderer)



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

