

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

बिहार BIHAR

क्रमांक 15732 तिथि 31.10.2015 1000/- सीट सं. 11/एन/ए  
क्रेता का नाम व पता श्री. विजय कुमार, मुद्रांक विक्रेता, ल० सं.-25/87, समाहरणालय, पटना  
T 133907  
ओम विजय कुमार, मुद्रांक विक्रेता  
ल० सं.-25/87, समाहरणालय, पटना

AGREEMENT No. 335 SBD of 2015-16.

Name of Work : "Proposed Renovation of Building at "G.S. Inter School Campus at Jehanabad" in Bihar  
Name of Agency : Progressive Engicon Pvt. Ltd.  
Date of Commencement : 04-12-2015  
Time of completion : Six Months  
Estimate Cost : Rs. 1,53,06,521/-  
Agreement Value : Rs. 1,37,75,869/- (10.00% below BOQ rate)  
Earnest Money :  
Performance Security : Rs. 7,93,000/- (Details attached)

This agreement, made the 04<sup>th</sup> December, 2015 between Bihar State Educational Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and Progressive Engicon Pvt. Ltd., 3/97, L.I.G., Hanuman Nagar, Kankarbagh, Patna-800020 hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute "Proposed Renovation Building at "G.S. Inter School Campus at Jehanabad" in Bihar hereinafter called "the work" and the Employer has accepted the Bid by the Contractor for the execution of such work and the remedying of any defects therein, at a cost of Rs. 1,37,75,869/- (Rupees One Crore Thirty Seven Lacs Seventy Five Thousand Eight Hundred Sixty Nine Only.)

For PROGRESSIVE ENGICON PVT. LTD.

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

## Performance Security

Name of Agency – “Progressive Engicon Pvt

Performance Security of “Progressive Engicon Pvt. Ltd.” of “Ren  
Inter School Campus at Jahanabad”

BG No.

Patna/Spura/BG/13

DOI

18.04.15 To 18.04.18

(Rupees Seven Lacs Ninety Three Thousand Only)

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

*Wagon*  
*24/5/15*  
*27/05/15*





# Progressive Engicon Pvt

Flat No. 1202, Udaygiri Appt. , New Dakbungalow  
Opposite of Patna Museum, Patna-800 001

Ref. : .....

**Extract of meeting of the board of directors  
PROGRESIVE ENGICON PRIVATE LIMITED held at its  
dated on 5<sup>th</sup> day of August 2015 at 11:00 AM.**

RESOLVED THAT Mr. Manish Kumar Director of the Company is hereby Authorized to sign and represent the company in whatever capacity whatsoever before the Authorities in connection with the Company's Work under Execution and for submission or admission of any application in connection therewith and if necessary also to appear before the Authorities through Authorized representatives.

RESOLVED FURTHER That Mr. Abhishek . Director is hereby Authorized to sign and represent the Company for any purpose before the Authorities in connection with opening of the Company's Work under Execution and for submission or admission of any application in connection therewith and if necessary, also to appear before the Authorities through Authorized representatives.

Certify to be true copy

For PROGRESIVE ENGICON PRIVATE LIMITED

For PROGRESIVE ENGICON PVT. LTD.

For PROGRESIVE ENGICON PVT. LTD.

# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CO

(A Govt. Of Bihar Undertaking)

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

## Letter of Acceptance

Date.....31/

Letter no :- BSEIDC/FIN/1858/2014-15- 2806

To,

**Progressive Engicon Pvt.Ltd.**  
3/97,L.I.G., Hanuman Nagar,  
Kankarbagh, Patna-800020.

Dear Sir,

This is to notify you that in NIT No.-15/14-15 your Bi  
execution of "Renovation of proposed G S inter School Campus at ja  
No-2 has been accepted by the Corporation at your quoted rate of 10.00%  
Zero Percent) below BOQ rates amounting to total contract price of Rs  
One Crore Thirty Seven Lakh Seventy five Thousand Eight Hundred

You are hereby requested to furnish performance security  
I.T.B. para 31.1 for an amount equivalent to Rs. 7,93,000=00 (Rs. Sev  
Thousand only) within ten days of receipt of this letter of acceptance  
the date of expiry of defects liability period.



# बिहार राज्य शैक्षणिक आधारभूत संरचना विकास

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् कैम्पस, आचार्य शिवपुजन सहाय पथ, सैदपुर, पटना-

निविदा आमंत्रण सूचना संख्या- 15 वर्ष 2014-15

प्रतिशत मद दर निविदा

(केवल ई-टेंडरिंग पद्धति के अनुसार वेबसाइट [www.eproc.bih](http://www.eproc.bih))

1. बिहार राज्य के अन्तर्गत निम्नांकित भवनों के निर्माण कार्य हेतु निविदा आमंत्रित की जाती है। सरकार/सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रार एक्सेप्टेंस प्राप्त होने के बाद अनिवार्य होगा।

क्र० सं०	कार्य का नाम	प्राक्कलित राशि ( लाख रु० में)	अग्रधन का राशि ( लाख रु० में)	परिमाण विपत्र का मूल्य(रु०में)
1.	बी.एस.+2 उच्च विद्यालय सिवान में जिर्णोद्धार का कार्य।	216.19	4.32	10,000.00
2	गोंधी स्मारक इंटर विद्यालय जहानाबाद में जिर्णोद्धार का कार्य।	153.50	3.07	10,000.00
3	जी.डी.पाटलिपुत्र उच्च विद्यालय, पटना, में जिर्णोद्धार का कार्य।	120.52	2.41	10,000.00
4	जिला स्कूल, पूर्णिया, में जिर्णोद्धार का कार्य।	379.85	7.60	10,000.00
5	श्री गणेश उच्च विद्यालय, बख्तियापुर, पटना, में जिर्णोद्धार का कार्य।	163.05	3.26	10,000.00
6	राजकीय उच्च विद्यालय, कुमारबाग, बेतिया, में जिर्णोद्धार का कार्य।	387.73	7.75	10,000.00
7	राजकीयकृत एस.एस. बालिका विद्यालय, गोपालगंज, में जिर्णोद्धार का कार्य।	138.24	2.76	10,000.00
8	राजकीय उच्च विद्यालय कोढ़ा, कटिहार, में जिर्णोद्धार का कार्य।	225.42	4.51	10,000.00
9	एम.एल.एकेडमी लहेरिया सराय, दरभंगा, में जिर्णोद्धार का कार्य।	216.99	4.34	10,000.00
10	उच्च विद्यालय डुमरा, सीतामढ़ी, में जिर्णोद्धार का कार्य।	228.16	4.56	10,000.00
11	श्री नवाव उच्च विद्यालय, शिवहर, में जिर्णोद्धार का कार्य।	233.51	4.67	10,000.00
12	आर.एस.बी. उच्च विद्यालय, समस्तीपुर, में जिर्णोद्धार का कार्य।	147.99	2.96	10,000.00
13	जिला स्कूल, दरभंगा, में जिर्णोद्धार का कार्य।	266.83	5.34	10,000.00
14	मुखर्जी सेमिनरी, मुजफ्फरपुर, में जिर्णोद्धार का कार्य।	108.75	2.18	10,000.00

**BSEIDC, Patna****Tender : Renovation of Proposed G.S.Inter School Campus in Bihar,**

- (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :— दिनांक—13.08.2014, समय—
- (6) टेक्निकल बिड खोलने की तिथि एवं समय :— दिनांक—16.08.2014, समय—  
(वेबसाइट—[www.eproc.bih](http://www.eproc.bih))
- (7) वित्तीय बिड खोलने की तिथि एवं समय :— दिनांक—25.08.2014, समय—
- (8) निविदा खोलने का स्थान :— वेबसाइट—[www.eproc.bih](http://www.eproc.bih)
- (9) निविदा की वैधता की अवधि :— 120 दिन
- (10) ई-टेंडरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोग (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।
- (11) ई-निविदा पत्र वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) से प्राप्त किया जा सकता है। संवेदक द्वारा विपत्र प्राप्त करने के उपरांत वेबसाइट पर ही इलेक्ट्रानिक निविदा पत्र को भरकर भेजना है। ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के
- (12) परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड डाक्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार एकरारनामा के पूर्व जमा करना होगा।

(13) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT LTD. के नाम से एवं पटना में भुगतान हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट “बिहार राज्य शैक्षणिक लिमिटेड” पटना के कार्यालय में दिनांक 16.08.2014 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(ख) Beltron Bid Processing Fee is mandatory to be paid through online mode (Credit/Debit card), Net Banking, NEFT/RTGS”

Bids along with necessary online payments must be submitted through e-procurement before the date and time specific in the NIT/Corrigendum. The department doesn't delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to 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 के हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) हो अथवा बिहार वित्त नियंत्रण नाम से फिक्सड डिपोजिट रिसिप्ट अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवधि से निर्गत हो (अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकरारनामा व निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना दिनांक 16.08.2014 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा करने पर निविदा मान्य नहीं होगा।

(14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इन्टरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न हो निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाइट पर अपलोड किसी प्रकार के व्यवधान से बच सकें।

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



**BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT****SHIKHA BHAWAN, SAIDPUR, PATNA****AGREEMENT FOR PROPOSED RENOVATION OF****AT G.S.INTER SCHOOL CAMPUS JAHANABAD****THE ITEM RATES ARE BASED ON S.O.R BCD BIHAR, Dated-11.08.2013****2013****CIVIL WORKS ( 1% labour cess included in SOR )**

Sl. No.	SOR Item No.	Item of Work	Qty.	Unit	
1	2	3	4	5	
	<b>EARTHWORK IN EXCAVATION</b>				
1	2.8.1	Earthwork in excavation in areas(exceeding 30cm in depth. 1.5m in width as well es 10sqm on plan) including dressing of sides and ramming of bottom,lift upto 1.5 including getting out the excavated soil and disposal of surplus soil as directed within a lead of 50m. All Kind of soil	526.860	Each	
		i) MAIN BUILDING = 112.000			
		vi) BOUNDARY WALL = 351.080			
		Septic Tank ( Buildings ) ( x ) = 63.78 cum.	63.780		
		<b>Total Quantity = 526.860</b>			
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	62.740	100 sqm	
		i) MAIN BUILDING = 62.740			
		<b>Total Quantity = 62.740</b>			
	<b>EARTH FILLING</b>				
3	2.26	Filling available excavated earth (excluding rock) in trenches and plinth side of foundation etc. in layers not exceeding 20cm. thick in depth consolidating each deposited layer by			



		<b>SAND FILLING</b>						
<b>4</b>	2.28	Supplying and filling in plinth with local sand and under floots including watering, ramming consolidating and dressing complete.						
		i) MAIN BUILDING	=	19.533				
		vi) BOUNDARY WALL	=	13.170				
		Septic Tank (Buildings) ( x ) = 2.04 cum.		2.040				
		<b>Total Quantity</b>	=	<b>34.743</b>				
		<b>FLAT BRICK SOLING</b>						
<b>5</b>	11.72	Providing designation 100A one brick flat soling joints filled with local sand including cost of watering texes royalty all complete as per building specification and direction of E/I.						
		i) MAIN BUILDING	=	134.330				
		vi) BOUNDARY WALL	=	175.540				
		Septic Tank (Buildings) ( x ) = 27.14 cum.		27.140				
		<b>Total Quantity</b>	=	<b>337.010</b>				
	<b>P.C.C.</b>							
<b>6</b>	4.5.8	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)						
		i) MAIN BUILDING	=	48.960				
		vi) BOUNDARY WALL	=	13.170				
		<b>Total Quantity</b>	=	<b>62.130</b>				
<b>7</b>	4.5.5	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering						



		<b>FLOORING</b>				
<b>8</b>	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.			52.278	sq.m
		i) MAIN BUILDING	=	42.040		
		ii) 10+2 BUILDING-1	=	0.000		
		iii) 10+2 BUILDING-2	=	10.238		
		<b>Total Quantity</b>	=	<b>52.278</b>		
<b>9</b>	15.7.4	Demolishing cement concrete including disposal of material within 50 metre lead: 1:3:6 or richer mix			512.412	cu.m
		i) MAIN BUILDING	=	57.712		
		v) DISMELTELING OF BUILDING	=	454.700		
		vi) BOUNDARY WALL	=	0.000		
		<b>Total Quantity</b>	=	<b>512.412</b>		
<b>10</b>	15.2.1	Demolishing cement concrete including disposal of material within 50 metre lead: 1:3:6 or richer mix			218.368	cu.m
		i) MAIN BUILDING	=	45.180		
		ii) 10+2 BUILDING-1	=	6.010		
		iii) 10+2 BUILDING-2	=	26.540		
		iv) VOCATIONAL BUILDING	=	2.586		
		v) DISMELTELING OF BUILDING	=	138.052		
		vi) BOUNDARY WALL	=	0.000		



11	5.30	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level excluding the cost of centring, shuttering, finishing and reinforcement with 1:2:4 (1 cement : 2coarse sand : 4 graded stone aggregate 20 mm nominal size)				1.200	cu.m	
		vi)	BOUNDARY WALL	=	1.200			
		Total Quantity			=			
12	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.				8649.460	sq.m	
		i)	MAIN BUILDING	=	5476.375			
		ii)	10+2 BUILDING-1	=	415.054			
		iii)	10+2 BUILDING-2	=	2518.745			
		iv)	VOCATIONAL BUILDING	=	239.286			
		Total Quantity			=			
KOTA FLOORING								
13	11.48.1	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete . 25mm thick				831.370	sq.m	
		i)	MAIN BUILDING	=	346.950			
		ii)	10+2 BUILDING-1	=	150.240			
		iii)	10+2 BUILDING-2	=	334.180			
		Total Quantity			=			





14	11.49	Kota stone slabs 25 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.			460.905	sq.m	
		i)	MAIN BUILDING	=	396.360		
		ii)	10+2 BUILDING-1	=	16.665		
		iii)	10+2 BUILDING-2	=	47.880		
			<b>Total Quantity</b>	=	<b>460.905</b>		
15	14.1.2	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sqm and under including cutting the patch in proper shape and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 metres lead. With cement mortar 1:4 (1 cement:4 coarse sand)			2622.492	sq.m	
		i)	MAIN BUILDING	=	0.000		
		ii)	10+2 BUILDING-1	=	189.585		
		iii)	10+2 BUILDING-2	=	143.907		
		vi)	BOUNDARY WALL	=	2289.000		
			<b>Total Quantity</b>	=	<b>2622.492</b>		
16	13.73.1	Colour washing such as green, blue or buff to give an even shade New work (two or more coats) with a base coat of white washing			1324.800	sq.m	
		vi)	BOUNDARY WALL	=	1324.800		
			<b>Total Quantity</b>	=	<b>1324.800</b>		
17	13.70.2	White Washing With lime to give an even shade. Old work (two more coats)					
		i)	MAIN BUILDING	=	0.000		
		ii)	10+2 BUILDING-1	=	0.000		



		<b>WALL TILES</b>						
18	11.36	Providing and fixing 1st quality Ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the nufacturer) 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.			263.980	sq.m		
		i) MAIN BUILDING	=	215.360				
		ii) 10+2 BUILDING-1	=	0.000				
		iii) 10+2 BUILDING-2	=	48.620				
		<b>Total Quantity</b>	=	<b>263.980</b>				
19	4.5.3	1:2:4(1 Cement: 2 coarse sand:4 graded stone aggregate 20 mm nominal size)						
		i) MAIN BUILDING	=	43.563				
		ii) 10+2 BUILDING-1	=	6.010				
		iii) 10+2 BUILDING-2	=	26.411				
		iv) VOCATIONAL BUILDING	=	2.586				
		<b>Total Quantity</b>	=	<b>78.570</b>				
		<b>VITRIFIED FLOORING</b>						
20	11.41.2	Providing and laying vitrified floor tiles in different sizes {thickness to be specified by the manufactruer) 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.			1064.399	Sqm		



	<b>VETRIFIED FLOORING &amp; SKIRTING</b>					
<b>21</b>	11.41.2	Providing and laying vitrified floor tiles in different sizes {thickness to be specified by the manufactruer) 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 60 X 60 cm		190.477	Sqm	
		i) MAIN BUILDING	=	70.139		
		ii) 10+2 BUILDING-1	=	0.000		
		iii) 10+2 BUILDING-2	=	115.733		
		iv) VOCATIONAL BUILDING	=	4.605		
		<b>Total Quantity</b>	=	<b>190.477</b>		
	<b>R.C.C. WORK BELOW PLINTH LVL.</b>					
<b>22</b>	5.1.1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:1:2 (1cement: 1 coarse sand : graded stone aggregate 20mm nominal size)		69.510	cu.m	
		i) MAIN BUILDING	=	20.370		
		vi) BOUNDARY WALL	=	49.140		
		<b>Total Quantity</b>	=	<b>69.510</b>		
<b>23</b>	5.1.3	1:2:4 (1 cement:2 coarse sand:4 graded stone				



		<b>R.C.C. WORK ABOVE PLINTH LVL.</b>			
24	5.2.1	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and struts etc upto floor five level excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:1:2 (1cement: 1 coarse sand : 2 graded stone aggregate 20mm nominal size)	49.878 /	cu.m	
		i) MAIN BUILDING = 13.518			
		vi) BOUNDARY WALL = 36.360			
		<b>Total Quantity = 49.878</b>			
25	5.3 + 5.44.4 + 5.44.1	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral staircases upto floor five level excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:2:4 (1cement: 2 coarse sand : 4 graded stone aggregate 20mm nominal size) (Extra for Providing M-20 grade RCC instead of M-15 grade RCC) (Extra for Providing M-25 grade R.C.C instead of M-20 grade R.C.C)	40.751 /	cu.m	
		i) MAIN BUILDING = 40.751			
		<b>Total Quantity = 40.751</b>			
		<b>R.C.C. WORK DISMENTAL</b>			
26	15.30	Demolishing R.C.C work including stacking of steel bars and disposal of unserviceable material withing 50 meters lead.			





27	15.12.2	Desman tiling doors windows and clerestory windows (steel or wood) shutters including chowkhats, architrage, holdfasts etc. complete and stacking within 50 metres lead: Of area beyond 3 sqm				70.000	Each	
		v)	DISMELTELING OF BUILDING	=	70.000			
		vi)	BOUNDARY WALL	=	0.000			
			Total Quantity	=	70.000			
	BRICK WORK							
28	6.1.14A	Brick work with bricks of class designation 100A in foundations and plinth in cement mortar 1:6 (1cement :6 coarse sand)				320.922	cu.m	
		i)	MAIN BUILDING	=	93.147			
		vi)	BOUNDARY WALL	=	227.775			
			Total Quantity	=	320.922			
29	6.1A + 6.1.12/1	In foundations and plinth level Cement mortar 1:4 (1 cement: 4 coarse sand )				17.500	cu.m	
			Septic Tank ( Buildings ) ( x ) = 17.5 cum.		17.500			
			Total Quantity	=	17.500			
30	6.18.4A + 6.19A	Half brick Masonry with bricks of class designation 100A in superstructure above plinth level upto five floor cement mortar 1:4 (1cement :4 coarse sand)				48.420	Sq.m.	
		i)	MAIN BUILDING	=	48.420			
			Total Quantity	=	48.420			
31	6.21A	Extra for providing and placing in position 2 nos., 6dia MS bars at every third course of half brik masonry (with F.P.S. brick)				48.420	Sq.m.	
		i)	MAIN BUILDING	=	48.420			
			Total Quantity	=	48.420			
	NEW PLASTER WORK							
32	13.11.4	Cement plaster in course sand 12 mm						



33	13.12.4	20 mm cement plaster of mix ; 1:6 (1 cement : 6 coarse sand)				187.650	Sq.m.	
		i)	MAIN BUILDING	=	187.650			
			<b>Total Quantity</b>	=	<b>187.650</b>			
34	13.13.4	20 mm cement plaster of mix ; 1:6 (1 cement : 6 coarse sand)				3714.377	Sq.m.	
		i)	MAIN BUILDING	=	1325.951			
		ii)	10+2 BUILDING-1	=	248.994			
		iii)	10+2 BUILDING-2	=	0.000			
		iv)	VOCATIONAL BUILDING	=	159.912			
		v)	DISMELTELING OF BUILDING	=	0.000			
		vi)	BOUNDARY WALL	=	1979.520			
			<b>Total Quantity</b>	=	<b>3714.377</b>			
35	13.13.1 + 13.26	1:3 (1 cement: 3 coarse sand) with neat cement punning				130.500	Sq.m.	
		i)	MAIN BUILDING	=	97.200			
			Septic Tank ( Buildings) ( x ) = 33.3 cum.		33.300			
			<b>Total Quantity</b>	=	<b>130.500</b>			
36	15.28.2	Diismelting roofing including ridges , hips valleys and gutters etc, and stacking the material within 50 meters lead of: Asbestos sheet				73.260	Sq.m.	
		iv)	VOCATIONAL BUILDING	=	73.260			
			<b>Total Quantity</b>	=	<b>73.260</b>			
37	1007 D.S.R	Structural steel such as tees , angles channels and R.S Joists.				20.000	quintal	
		iv)	VOCATIONAL BUILDING	=	20.000			
			<b>Total Quantity</b>	=	<b>20.000</b>			



39	10.3	Structural steel work riveted or bolted in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved atef primer all complete.			2000.000	KG	
		iv)	VOCATIONAL BUILDING	=	2000.000		
			<b>Total Quantity</b>	=	<b>2000.000</b>		
40	13.17 + 13.36.1	1:3 (1 cement: 3 coarse sand) finished 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)			105.640	Sq.m.	
			Septic Tank ( Buildings) ( x ) = 105.64 cum.		105.640		
			<b>Total Quantity</b>	=	<b>105.640</b>		
41	13.24.2	6mm thick Cement plaster of Ceiling mix 1:4 (1 cement : 4 coarse sand)			1649.064	Sq.m.	
		i)	MAIN BUILDING	=	852.724		
		ii)	10+2 BUILDING-1	=	150.240		
		iii)	10+2 BUILDING-2	=	637.100		
		vi)	BOUNDARY WALL	=	9.000		
			<b>Total Quantity</b>	=	<b>1649.064</b>		
	<b>ROOF TREATMENT</b>						
42	5.10.20 OLD SOR 2005	Removal of old Tarfelt and disposal of debries with all leads etc. all complete job as per direction of E/I.			1535.240	sq.m	
		i)	MAIN BUILDING	=	963.170		
		ii)	10+2 BUILDING-1	=	172.890		
		iii)	10+2 BUILDING-2	=	399.180		
			<b>Total Quantity</b>	=	<b>1535.240</b>		
43	12.52.2	Grading roof for water proofing treatment with Cement concrete 1:2:4 (1 cement : 2					



44	25.9.1	Providing and laying in situ seven course water proofing treatment with APP (Atactic poly-propylene) modified Polymeric membrane over roof consisting of first coat of bitumen primer @ 0.40 JKg per sqm, 4th & 6th courses of bonding material @ 1.20 Kg/sqm, which shall consist of blown type bitumen of gade 85/25 conforming to IS : 702, 3rd and 5th layers of roofing membrane APP modified Polymeric membrane 1.5mm thick of 2.25 Kg/sqm weight consisting of five layers prefabricated with centre core as 20micron HMHDPE film 7th the top most layer shall be finished with brick tiles of class designation 100 grouted with cement mortar 1:3 (1cement 3 fine sand) mixed with 2% integral water proofing compound by weight of cement over a 12mm layer of cement mortar 1:3 (1 cement 3 fine sand) and finished neat which shall be paid for separately.	2259.710	sq.m																				
		<table><tr><td>i)</td><td>MAIN BUILDING</td><td>=</td><td>1155.804</td></tr><tr><td>ii)</td><td>10+2 BUILDING-1</td><td>=</td><td>624.890</td></tr><tr><td>iii)</td><td>10+2 BUILDING-2</td><td>=</td><td>479.016</td></tr><tr><td></td><td><b>Total Quantity</b></td><td>=</td><td><b>2259.710</b></td></tr></table>	i)	MAIN BUILDING	=	1155.804	ii)	10+2 BUILDING-1	=	624.890	iii)	10+2 BUILDING-2	=	479.016		<b>Total Quantity</b>	=	<b>2259.710</b>						
i)	MAIN BUILDING	=	1155.804																					
ii)	10+2 BUILDING-1	=	624.890																					
iii)	10+2 BUILDING-2	=	479.016																					
	<b>Total Quantity</b>	=	<b>2259.710</b>																					
45	13.74	Removing white or colour wash by scrapping and sand paper in and preparing the surface smooth including necessary repair scratches etc. complete	9428.388	sq.m																				
		<table><tr><td>i)</td><td>MAIN BUILDING</td><td>=</td><td>5527.372</td></tr><tr><td>ii)</td><td>10+2 BUILDING-1</td><td>=</td><td>778.404</td></tr><tr><td>iii)</td><td>10+2 BUILDING-2</td><td>=</td><td>2828.942</td></tr><tr><td>iv)</td><td>VOCATIONAL BUILDING</td><td>=</td><td>293.670</td></tr><tr><td></td><td><b>Total Quantity</b></td><td>=</td><td><b>9428.388</b></td></tr></table>	i)	MAIN BUILDING	=	5527.372	ii)	10+2 BUILDING-1	=	778.404	iii)	10+2 BUILDING-2	=	2828.942	iv)	VOCATIONAL BUILDING	=	293.670		<b>Total Quantity</b>	=	<b>9428.388</b>		
i)	MAIN BUILDING	=	5527.372																					
ii)	10+2 BUILDING-1	=	778.404																					
iii)	10+2 BUILDING-2	=	2828.942																					
iv)	VOCATIONAL BUILDING	=	293.670																					
	<b>Total Quantity</b>	=	<b>9428.388</b>																					





46	13.80 D.S.R	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. Two coats	7077.926	sq.m	
		i) MAIN BUILDING = 4201.421			
		ii) 10+2 BUILDING-1 = 529.410			
		iii) 10+2 BUILDING-2 = 2253.315			
		iv) VOCATIONAL BUILDING = 93.780			
		<b>Total Quantity = 7077.926</b>			
47	13.77A.2	Distempering with 1st quality washable distemper (ready made) of approved manufacture and of required shade in colour complete. As per manufacture's specifications. One or more coats on old Work.	7077.926	sq.m	
		i) MAIN BUILDING = 4201.421			
		ii) 10+2 BUILDING-1 = 529.410			
		iii) 10+2 BUILDING-2 = 2253.315			
		iv) VOCATIONAL BUILDING = 93.780			
		<b>Total Quantity = 7077.926</b>			
48	13.79.2	Finishing Wall with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade. Old work (one or more coats) .	2350.462	sq.m	
		i) MAIN BUILDING = 1325.951			
		ii) 10+2 BUILDING-1 = 248.994			
		iii) 10+2 BUILDING-2 = 575.627			
		iv) VOCATIONAL BUILDING = 199.890			
		<b>Total Quantity = 2350.462</b>			
49	13.97.1	Painting with black anti-corrosive bitumastic paint of			



	FINISHING WORK					
50	13.77A.1	Distempering with 1st quality washable distemper (ready made ) of approved manufacturer and of required shade and colour complete. As per manufacture's specifications. Two or more coats on new work		873.299	sq.m	
		i) MAIN BUILDING	=	873.299		
		Total Quantity	=	873.299		
51	13.82.3	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade: Old steel work (one or more coats)		268.971	sq.m	
		i) MAIN BUILDING	=	90.564		
		ii) 10+2 BUILDING-1	=	29.160		
		iii) 10+2 BUILDING-2	=	118.062		
		iv) VOCATIONAL BUILDING	=	31.185		
		Total Quantity	=	268.971		
52	13.81.3	Applying priming coat with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel work.		230.345	sq.m	
		i) MAIN BUILDING	=	205.235		
		vi) BOUNDARY WALL	=	25.110		
		Total Quantity	=	230.345		
53	13.82.4	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade Old wood work (one more coats)		383.510	sq.m	
		i) MAIN BUILDING	=	181.118		
		ii) 10+2 BUILDING-1	=	78.408		
		iii) 10+2 BUILDING-2	=	123.984		
		Total Quantity	=	383.510		
54	9.1.3	Providing wood work in frames of doors,windows, clerestory windows				



55	14.2.1	Fixing chowkhats in existing opening including embedding chowkhats in floors or walls cutting masonry for holdfasts embedding holdfasts in cement concrete blocks with cement concrete 1:3:6) 1 cement :3 coarse sand:6 grade stone aggregate 20 mm nominal size) painting two coats of coal tar to sides of chowkhats and making good the damages to walls and floors as required complete including disposal of rubbish to the dumping ground within 50 metres lead. Door chowkhats			66.000	each	
		i)	MAIN BUILDING	=	44.000		
		ii)	10+2 BUILDING-1	=	8.000		
		iii)	10+2 BUILDING-2	=	14.000		
			<b>Total Quantity</b>	=	<b>66.000</b>		
56	14.5.2	Renewing glass panel, with putty and nails wherever necessary: Float glass panes weighing 10 kg/m <sup>2</sup> (4mm thick glass)			193.690	sq.m	
		i)	MAIN BUILDING	=	145.760		
		ii)	10+2 BUILDING-1	=	0.000		
		iii)	10+2 BUILDING-2	=	32.810		
		iv)	VOCATIONAL BUILDING	=	15.120		
			<b>Total Quantity</b>	=	<b>193.690</b>		
57	14.34 D.S.R 2013	Providing and fixing 150 mm bright finished floor brass door stopper with rubber cushion, necessary brass screws etc. to suit shutter thickness complete			41.000	each	2
		i)	MAIN BUILDING	=	13.000		
		ii)	10+2 BUILDING-1	=	6.000		
		iii)	10+2 BUILDING-2	=	22.000		
			<b>Total Quantity</b>	=	<b>41.000</b>		
58	15.12.1	Desmantiling doors windows and clerestory windows (steel or wood) shutters including chowkhats, architrage, holdfasts etc. complete and stacking within 50 metres					



59	15.13.1	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 meters lead. Of area 3 sqm and below				59.000	each	
		i)	MAIN BUILDING	=	38.000			
		ii)	10+2 BUILDING-1	=	4.000			
		iii)	10+2 BUILDING-2	=	17.000			
			<b>Total Quantity</b>	=	<b>59.000</b>			
60	9.24.3	Providing and fixing flush door shutters decorative type core of block board construction with frame of 1st class hard wood and well matched teak ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 30 mm thick including stainless steel butt hinges with necessary screws.				158.153	Sqm.	2
		i)	MAIN BUILDING	=	85.703			
		ii)	10+2 BUILDING-1	=	13.230			
		iii)	10+2 BUILDING-2	=	59.220			
			<b>Total Quantity</b>	=	<b>158.153</b>			
61	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				91.015	sq.m	
		i)	MAIN BUILDING	=	53.350			
		vi)	BOUNDARY WALL	=	37.665			
			<b>Total Quantity</b>	=	<b>91.015</b>			
62	10.1	Structural steel work in singal section fixed without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.				102.900	Kg.	
		i)	MAIN BUILDING	=	102.900			
			<b>Total Quantity</b>	=	<b>102.900</b>			





63	9.24.2	Providing and fixing flush door shutters 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.				29.400	sq.m	
		i)	MAIN BUILDING	=	29.400			
			Total Quantity		=			
	STEEL WORK							
64	10.12.1 + 10.13B	Providing and fixing glazed steel doors, windows or ventilators of standard rolled steel sections, joints mitred and welded with 15x3 mm M.S. lugs10cm 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.				5.400	sq.m	
		i)	MAIN BUILDING	=	5.400			
			Total Quantity		=			
65	9.82.1	Providing and fixing M.S. grills of requirement pattern in frames of						



66	15.31	Dismantling tiled roofing with battens boarding etc. complete including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	223.390	sq.m	
		i) MAIN BUILDING = 223.390			
		Total Quantity = 223.390			
66	5.29.7A	Reinforcement for RCC work including straightening, cutting, bending, placing in position and bonding all complete. TMTC-500	8788.000	KG	
		i) MAIN BUILDING = 2792.000			
		vi) BOUNDARY WALL = 5810.000			
		Septic Tank (Buildings) ( x ) = 186 cum.			
		Total Quantity = 8788.000			
67	5.29.7B	Reinforcement for RCC work including straightening, cutting, bending, placing in position and bonding all complete. TMTC-500	5180.000	KG	
		i) MAIN BUILDING = 1564.000			
		vi) BOUNDARY WALL = 3616.000			
		Total Quantity = 5180.000			
68	5.29.7C	Reinforcement for RCC work including straightening, cutting, bending, placing in position and bonding all complete. TMTC-500	4101.000	KG	
		i) MAIN BUILDING = 615.000			
		vi) BOUNDARY WALL = 3486.000			
		Total Quantity = 4101.000			
69	5.29.7D	Reinforcement for RCC work including straightening, cutting, bending, placing in position and			



70	10.7.1	Providing and fixing 1 mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3mm MS gusset plates at the junction and corners all necessary fittings complete including applying a priming coat of approved steel primer. Using flats 30x6 mm for diagonal braces and central cross piece.	1.260	sq.m	2
		vi) BOUNDARY WALL = 1.260			
		<b>Total Quantity</b> = <b>1.260</b>			
71	10.11	Fixing standard steel glazed doors, windows and ventilators in walls with 15x3 mm lugs 10 cm long embedded in cement concrete blocks 15x10x10 cm of 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm 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 fixing of glass panes with glazing clips and special metal-sash putty of approved make, or metal beading with screws only steel windows with lugs, glass panes screws, shall be supplied by department free of cost.)	1.080	sq.m	
		vi) BOUNDARY WALL = 1.080			
		<b>Total Quantity</b> = <b>1.080</b>			
72	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.	40.000	Each	



73	13.82.1	Painting with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel work (second coat) New steel work (two or more coats)			4.680	sq.m		
		vi)	BOUNDARY WALL	=				4.680
			Total Quantity	=				4.680
	MISCELLANEOUS WORK							
	SHUTTERING							
74	5.14.1	Centring and shuttering including strutting, propping etc. and removal of form for foundation, footings, basees of columns etc. for mass concrete.			154.000	sq.m		
		i)	MAIN BUILDING	=				23.040
		vi)	BOUNDARY WALL	=				130.960
			Total Quantity	=				154.000
75	5.14.5	Centring and shuttering including strutting, propping etc. and removal of form for lintel, beams, plinth beams, griders, bressumers and contilevers.			173.450	sq.m		
		i)	MAIN BUILDING	=				39.140
		vi)	BOUNDARY WALL	=				134.310
			Total Quantity	=				173.450
76	5.14.6	Centring and shuttering including strutting, propping etc. and removal of form for columns, pillars, piers, abutments, posts and struts			351.600	sq.m		
		vi)	BOUNDARY WALL	=				351.600
			Total Quantity	=				351.600
77	100 7C	STEEL ANGLES (d)75X75X6			23.870	quintal		
		vi)	BOUNDARY WALL	=				23.870
			Total Quantity	=				23.870
78	5.14.2	Centring and shuttering including						





79	10.33.7	Labour for cutting of M.S. angle iron post to required length, one end splitted as fish tailed in a length of 150mm complete as per building specification and direction of E/I.			390.000	Each		
		vi)	BOUNDARY WALL	=				390.000
			Total Quantity					=
80	10.33.5	Labour for fitting and fixing barbed wire fencing in FOUR rows horizontal up to a height of 1.25m and two diagonals including fixing of post in cement concrete at 2.5m centres including cost of staples (but excluding the cost of cement concrete, angle, iron post, its cutting and making holes, nuts & bolts) all complete as per building specification and direction of E/I.			3108.400	M		
		vi)	BOUNDARY WALL	=				3108.400
			Total Quantity					=
81	Code no. of 1352	(i) C.I. cover and frame 300 x 300 mm inside			2.000	Each		
			Septic Tank ( Buildings ) ( x ) = 2 cum.					2.000
			Total Quantity					=
82	Code no. of 1621	(ii) S.C.I. plain bend 100 mm dia			2.000	Each		
			Septic Tank ( Buildings ) ( x ) = 2 cum.					2.000
			Total Quantity					=
83	Code no. of 7087	(iii) S.C.I. Tee 150 mm dia			2.000	Each		
			Septic Tank ( Buildings ) ( x ) = 2 cum.					2.000
			Total Quantity					=
					TOTAL COST OF CIVIL WORKS			
Plumbing and Sanitary Works ( 1% labour cess has been added on current as labour cess is not included in current SOR ).								
84	B.S.R 12.78.2	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						



85	D.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.	13.000	Each	
		White Vitreous China Orissa pattern W C pan of size 580 x 440 mm with integral type foot rest.			
		i) MAIN BUILDING = 9.000			
		ii) 10+2 BUILDING-1 = 0.000			
		iii) 10+2 BUILDING-2 = 4.000			
	<b>Total Quantity = 13.000</b>				
86	D.S.R 17.28.2.2	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.	13.000	Each	
		Flexible pipe 40 mm dia			
		i) MAIN BUILDING = 9.000			
		ii) 10+2 BUILDING-1 = 0.000			
		iii) 10+2 BUILDING-2 = 4.000			
	<b>Total Quantity = 13.000</b>				
87	D.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 :	4.000	Each	
		White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps.			
		iii) 10+2 BUILDING-2 = 4.000			
		<b>Total Quantity = 4.000</b>			
88	D.S.R 17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required			



89	D.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.,			1.000	Each	
		iii)	10+2 BUILDING-2	=	1.000		
			<b>Total Quantity</b>	=	<b>1.000</b>		
90	D.S.R 17.35.1.2	Providing & fixing soil, waste and vent pipes : Centrifugally cast (spun) iron socket & spigot (S & S) pipe as per IS: 3989			170.000	Meter	
		i)	MAIN BUILDING	=	120.000		
		iii)	10+2 BUILDING-2	=	50.000		
			<b>Total Quantity</b>	=	<b>170.000</b>		
91	D.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			26.000	Each	
		i)	MAIN BUILDING	=	16.000		
		iii)	10+2 BUILDING-2	=	10.000		
			<b>Total Quantity</b>	=	<b>26.000</b>		
92	D.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			26.000	Each	
		i)	MAIN BUILDING	=	16.000		
		iii)	10+2 BUILDING-2	=	10.000		
			<b>Total Quantity</b>	=	<b>26.000</b>		
93	D.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			21.000	Each	



94	D.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				30.000	meter	
		iii)	10+2 BUILDING-2	=	30.000			
			<b>Total Quantity</b>	=	<b>30.000</b>			
95	D.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				240.000	meter	
		i)	MAIN BUILDING	=	180.000			
		iii)	10+2 BUILDING-2	=	60.000			
			<b>Total Quantity</b>	=	<b>240.000</b>			





96	D.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				150.000	meter	
		i)	MAIN BUILDING	=	100.000			
		ii)	10+2 BUILDING-1	=	0.000			
		iii)	10+2 BUILDING-2	=	50.000			
			<b>Total Quantity</b>	=	<b>150.000</b>			
97	D.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.				6000.000	per litre	
		i)	MAIN BUILDING	=	4000.000			
		iii)	10+2 BUILDING-2	=	2000.000			
			<b>Total Quantity</b>	=	<b>6000.000</b>			
98	D.S.R 18.49.1	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 15 mm nominal bore.				31.000	Each	
		i)	MAIN BUILDING	=	23.000			
		ii)	10+2 BUILDING-1	=	0.000			
		iii)	10+2 BUILDING-2	=	8.000			
			<b>Total Quantity</b>	=	<b>31.000</b>			
99	D.S.R 18.52.1	Providing and fixing C.P. brass stop cock (concealed of standard design and of approved make conforming to IS : 8931 15 mm nominal bore.				13.000	Each	
		i)	MAIN BUILDING	=	0.000			



100	D.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 10+2, Building =30 meter			130.000	meter	
		i)	MAIN BUILDING	=	100.000		
		ii)	10+2 BUILDING-1	=	0.000		
		iii)	10+2 BUILDING-2	=	30.000		
			<b>Total Quantity</b>	=	<b>130.000</b>		
101	D.S.R 19.27.1	Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1cement : 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			2.000	meter	
		i)	MAIN BUILDING	=	1.000		
		ii)	10+2 BUILDING-1	=	0.000		
		iii)	10+2 BUILDING-2	=	1.000		
			<b>Total Quantity</b>	=	<b>2.000</b>		

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For PROGRESSIVE ENGICON PVT. LTD.

Director



102	D.S.R 19.30.1.1	<p>Constructing brick masonry chamber for Underground C.I. Inspection Chamber and bend with 75 class designation bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. Cover with frame (light duty) 455x610 mm internal dimentions, total weight of cover with frame to be not less than 38 kg. (weight of cover 23 kg. and weight of frame 15 kg.) RCC top slab with 1:1.5:3 mix (1 cement: 1.5 coarse sand :3 graded stone aggregate 20 mm nominal size) foundation concrete 1:5:10 mix (1 cement:5 coarse sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm th. with cement mortar 1:3 (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</p> <table><tr><td>i)</td><td>MAIN BUILDING</td><td>=</td><td>4.000</td></tr><tr><td>ii)</td><td>10+2 BUILDING-1</td><td>=</td><td>0.000</td></tr><tr><td>iii)</td><td>10+2 BUILDING-2</td><td>=</td><td>1.000</td></tr><tr><td></td><td><b>Total Quantity</b></td><td>=</td><td><b>5.000</b></td></tr></table>	i)	MAIN BUILDING	=	4.000	ii)	10+2 BUILDING-1	=	0.000	iii)	10+2 BUILDING-2	=	1.000		<b>Total Quantity</b>	=	<b>5.000</b>	5.000	Each	
i)	MAIN BUILDING	=	4.000																		
ii)	10+2 BUILDING-1	=	0.000																		
iii)	10+2 BUILDING-2	=	1.000																		
	<b>Total Quantity</b>	=	<b>5.000</b>																		
103	D.S.R 19.32.1	<p>Making soak pit 2.5 m diameter 3.0 meter 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</p> <table><tr><td>i)</td><td>MAIN BUILDING</td><td>=</td><td>1.000</td></tr></table>	i)	MAIN BUILDING	=	1.000	2.000	Each													
i)	MAIN BUILDING	=	1.000																		



104	D.S.R 19.34.1	Providing and fixing S.W. intercepting trap in manholes with stiff mixture of cement mortar 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete : 100 mm dia			3.000	Each	
		i)	MAIN BUILDING	=	2.000		
		ii)	10+2 BUILDING-1	=	0.000		
		iii)	10+2 BUILDING-2	=	1.000		
			<b>Total Quantity</b>	=	<b>3.000</b>		
	<b>Construction of 125 mm x 40 mm x 90 mTube well</b>						
	<b>Part 'A' - Cost of Materials</b>						
105	125mm dia UPVC casing pipe confirming to ISS				27.000	Meter	
106	40mm dia UPVC pipe confirming to ISS				48.000	Meter	
107	40mm dia PVC ribbed strainer of approved quality				8.000	Meter	
108	Reducing socket 125mm x 40mm				1.000	Each	
109	Supplying all labour and materials & fitting & fixing PVC cap over the new sink T/well				1.000	Each	
110	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)			18.000	mtr	
111	B.S.R 1928	32 mm nominal bore Brass Full valve (15% C.P & 1% L.Cess)			1.000	Each	

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112	Supplying all equipments, tools and installation of 1 HP single phase submersible motor pump set of KSB/ ISI make 2900 rpm capable of discharge 5000 LPH at 45 Mtr head with all necessary riser pipe, starter control panel, 1.25" Full way valve, 1.25" M.S clamp, 1.25" G.I Elbow, 1.25" check valve, 1.25" x 9" long G.I Nipple etc. all complete as per direction of E/I			1.000	Each	2
	<b>Part 'B' - Cost of Labour</b>					
	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 per specification and direction of the engineer in charge.					
		(i) 0 to 30.5 m				
113		(a) For 125 mm dia U.PV.C pipe		27.000	mtr	
114		(b) for 40 mm dia UPVC pipe				
		(i) 0 to 30.5 m		3.500	mtr	
		(ii) 30.5 m to 61.0 m				
115		(a) For 40 mm dia UPVC pipe		30.500	mtr	
		(iii) 61.00 m to 75.00 m				



117		a) For 40mm dia UPVC ribbed strainer of approved quality		8.000	mtr	
118		Providing all labour & tools and lowering 32 mm dia G.I pipe as per specificatin etc. all Complete		24.000	mtr	
119		Supplying labour and developing the T/Well to have sand free discharge all complete as per direction of E/I		1.000	Each	

**Total COST OF PLUMBING & SANITARY WORK**

**Electrical Works ( 1% labour cess has been added on current SOR as labour is not included in current SOR ).**

120	1.8.3	Wiring for light point /fan point / exhaust fan point / call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc. as required. Group C			620.000	Nos.		
		i)	MAIN BUILDING	=				365.000
		ii)	10+2 BUILDING-1	=				45.000
		iii)	10+2 BUILDING-2	=				180.000
		iv)	VOCATIONAL BUILDING	=				30.000
			<b>Total Quantity</b>	=				<b>620.000</b>
121	6.3 D.S.R 2009	Supplying and fixing mounting rail / box type flourrescent fittings of all types,complete with all accessories etc and lamp ,driectly on ceiling / wall , including connection with 1.5 sq.mm FR PVC insulated copper conduction single core cable and earthing			219.000	Nos		



122	6.10 D.S.R 2009	Supplying and fixing of following types lamp in existing electrical fitting fixtures etc.as required. 18 watt CFL lamp.				235.000	Nos.
		i)	MAIN BUILDING	=	140.000		
		ii)	10+2 BUILDING-1	=	18.000		
		iii)	10+2 BUILDING-2	=	70.000		
		iv)	VOCATIONAL BUILDING	=	7.000		
			<b>Total Quantity</b>	=	<b>235.000</b>		
123	1.12	Wiring for light/ power plug with 2x4 sq.mm FR PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit along with 1 No 4 sq. mm FR PVC insulated copper conductor single core cable for loop earthing as required.				1550.000	mtr.
		i)	MAIN BUILDING	=	900.000		
		ii)	10+2 BUILDING-1	=	100.000		
		iii)	10+2 BUILDING-2	=	500.000		
		iv)	VOCATIONAL BUILDING	=	50.000		
			<b>Total Quantity</b>	=	<b>1550.000</b>		
124	1.14.3	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required. 2 x 4 sq.mm + 1 x 4 sq. mm earth wire				1230.000	mtr.
		i)	MAIN BUILDING	=	600.000		
		ii)	10+2 BUILDING-1	=	80.000		
		iii)	10+2 BUILDING-2	=	500.000		
		iv)	VOCATIONAL BUILDING	=	50.000		
			<b>Total Quantity</b>	=	<b>1230.000</b>		
125	1.18.1	Supplying and drawing following pair 0.5 sq.mm. FR PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC					



126	1.19	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed steel / PVC conduit as required.			255.000	meter	
		i)	MAIN BUILDING	=	155.000		
		ii)	10+2 BUILDING-1	=	50.000		
		iii)	10+2 BUILDING-2	=	50.000		
			<b>Total Quantity</b>	=	<b>255.000</b>		
127	1.24.3	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 15/16 amp switch			63.000	Each	
		i)	MAIN BUILDING	=	30.000		
		ii)	10+2 BUILDING-1	=	3.000		
		iii)	10+2 BUILDING-2	=	24.000		
		iv)	VOCATIONAL BUILDING	=	6.000		
			<b>Total Quantity</b>	=	<b>63.000</b>		
128	1.24.4	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 3 pin 5/6 amp socket outlet.			94.000	Each	
		i)	MAIN BUILDING	=	54.000		
		ii)	10+2 BUILDING-1	=	4.000		
		iii)	10+2 BUILDING-2	=	30.000		
		iv)	VOCATIONAL BUILDING	=	6.000		
			<b>Total Quantity</b>	=	<b>94.000</b>		
129	1.24.6	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including					





			<b>Total Quantity</b>	=	<b>21.000</b>			
<b>130</b>	1.29	Supplying and fixing metal box of 150mm x 75mm x 60mm deep (nominal size) on surface on in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 3 pin 5/6 amps socket outlet and 5/6 amps piano type switch, connection, painting etc. as required. (For light plugs to be used in non residential buildings).				115.000	Nos.	
		i)	MAIN BUILDING	=	64.000			
		ii)	10+2 BUILDING-1	=	7.000			
		iii)	10+2 BUILDING-2	=	38.000			
		iv)	VOCATIONAL BUILDING	=	6.000			
			<b>Total Quantity</b>	=	<b>115.000</b>			
<b>131</b>	1.30	Supplying and fixing metal box of 180mm x 100mm x 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 6 pin 5/6 & 15/16 amps socket outlet and 15/16 amps piano type switch, connection, painting etc. as required.				63.000	Nos.	
		i)	MAIN BUILDING	=	30.000			
		ii)	10+2 BUILDING-1	=	3.000			
		iii)	10+2 BUILDING-2	=	24.000			
		iv)	VOCATIONAL BUILDING	=	6.000			
			<b>Total Quantity</b>	=	<b>63.000</b>			

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132	2.8.1	<p>Supplying and fixing following way prewired vertical type TP&amp;N MCB distribution board of steel sheet for 415 volts on surface / recess complete with loose wire box, terminal connectors for all incoming and outgoing circuits, duly prewired with suitable size of FR PVC insulated copper conductor for upto the terminal blocks, tinned copper bus bar, neutral link, earth bar, din bar, detachable gland plate, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator) 4way (4 + 12), Single door</p> <table><tr><td>i)</td><td>MAIN BUILDING</td><td>=</td><td>0.000</td></tr><tr><td>ii)</td><td>10+2 BUILDING-1</td><td>=</td><td>1.000</td></tr><tr><td>iii)</td><td>10+2 BUILDING-2</td><td>=</td><td>0.000</td></tr><tr><td>iv)</td><td>VOCATIONAL BUILDING</td><td>=</td><td>1.000</td></tr><tr><td colspan="2">Total Quantity</td><td>=</td><td>2.000</td></tr></table>	i)	MAIN BUILDING	=	0.000	ii)	10+2 BUILDING-1	=	1.000	iii)	10+2 BUILDING-2	=	0.000	iv)	VOCATIONAL BUILDING	=	1.000	Total Quantity		=	2.000	2.000 ✓	Nos.	
i)	MAIN BUILDING	=	0.000																						
ii)	10+2 BUILDING-1	=	1.000																						
iii)	10+2 BUILDING-2	=	0.000																						
iv)	VOCATIONAL BUILDING	=	1.000																						
Total Quantity		=	2.000																						
133	2.8.2	<p>Supplying and fixing following way prewired vertical type TP&amp;N MCB distribution board of steel sheet for 415 volts on surface / recess complete with loose wire box, terminal connectors for all incoming and outgoing circuits, duly prewired with suitable size of FR PVC insulated copper conductor for upto the terminal blocks, tinned copper bus bar, neutral link, earth bar, din bar, detachable gland plate, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator) 6 way (4 + 18), Single door</p> <table><tr><td>i)</td><td>MAIN BUILDING</td><td>=</td><td>4.000</td></tr><tr><td>ii)</td><td>10+2 BUILDING-1</td><td>=</td><td>0.000</td></tr></table>	i)	MAIN BUILDING	=	4.000	ii)	10+2 BUILDING-1	=	0.000	6.000 ✓	Each													
i)	MAIN BUILDING	=	4.000																						
ii)	10+2 BUILDING-1	=	0.000																						



134	3.2.5	Supplying, installing, testing and commissioning of following capacity TPN tap off box made of 1.6mm thick sheet steel enclosure duly painted with powder coating on exinsing rising mains complete with PPN disconnecter FSU AND HRC fuses, connections, earthing etc as required. 200 amps TPN				2.000	Nos.	1
		i)	MAIN BUILDING	=	2.000			
			<b>Total Quantity</b>	=	<b>2.000</b>			
135	5.6	Earthing with copper earth plate 600mm x 600mm x 3mm thick including accessories, and providing masonary enclosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc. with charcoal / coke and salt as required.				4.000	Nos.	
		i)	MAIN BUILDING	=	1.000			
		ii)	10+2 BUILDING-1	=	1.000			
		iii)	10+2 BUILDING-2	=	1.000			
		iv)	VOCATIONAL BUILDING	=	1.000			
			<b>Total Quantity</b>	=	<b>4.000</b>			
136	1706	6 amps. To 32 amps. Ratings, DP MCB, "C" curve, 10 KA breaking capacity				7.000	Each	
		i)	MAIN BUILDING	=	2.000			
		ii)	10+2 BUILDING-1	=	2.000			
		iii)	10+2 BUILDING-2	=	2.000			
		iv)	VOCATIONAL BUILDING	=	1.000			
			<b>Total Quantity</b>	=	<b>7.000</b>			
137	1710	6 amps. To 32 amps. Ratings, TPN MCB, "C" curve, 10 KA breaking capacity						
		i)	MAIN BUILDING	=	8.000			



Carriage cost of materials (1% labour cess has been added on current SOR labour cess is not included in current SOR)								
138		Type of materials						R 1
		<b>Cement</b>						
	i)	MAIN BUILDING	=	85.423	169.805	MT		
	ii)	10+2 BUILDING-1	=	3.805				
	iii)	10+2 BUILDING-2	=	16.464				
	iv)	VOCATIONAL BUILDING	=	1.735				
	v)	DISMELTELING OF BUILDING	=	0.000				
	vi)	BOUNDARY WALL	=	62.378				
		<b>Total Quantity</b>	=	<b>169.805</b>				
		<b>Coarse Sand</b>			435.335	cum		
	i)	MAIN BUILDING	=	213.435				
	ii)	10+2 BUILDING-1	=	12.870				
	iii)	10+2 BUILDING-2	=	51.163				
	iv)	VOCATIONAL BUILDING	=	6.208				
	v)	DISMELTELING OF BUILDING	=	0.000				
	vi)	BOUNDARY WALL	=	151.659				
		<b>Total Quantity</b>	=	<b>435.335</b>				
		<b>Local Sand</b>			38.901	cum		
	i)	MAIN BUILDING	=	22.220				
	vi)	BOUNDARY WALL	=	16.681				
		<b>Total Quantity</b>	=	<b>38.901</b>				
		<b>Stone Chips</b>			282.438	cum		
	i)	MAIN BUILDING	=	160.486				
	ii)	10+2 BUILDING-1	=	5.649				
	iii)	10+2 BUILDING-2	=	28.456				
	iv)	VOCATIONAL BUILDING	=	2.431				
	v)	DISMELTELING OF BUILDING	=	0.000				
	vi)	BOUNDARY WALL	=	85.416				
		<b>Total Quantity</b>	=	<b>282.438</b>				
		<b>Bricks</b>						
	i)	MAIN BUILDING	=	58.000				
	ii)	10+2 BUILDING-1	=	0.000				





		<b>Steel</b>					
	i)	MAIN BUILDING	=	5.809			
	ii)	10+2 BUILDING-1	=	0.000			
	iii)	10+2 BUILDING-2	=	0.000			
	iv)	VOCATIONAL BUILDING	=	0.000			
	v)	DISMELTELING OF BUILDING	=	0.000			
	vi)	BOUNDARY WALL	=	12.912			
		<b>Total Quantity</b>	=	<b>18.721</b>			
					<b>18.721</b>	<b>MT</b>	
					<b>TOTAL COST OF CARRIAGE OF MATERIALS (D)</b>		

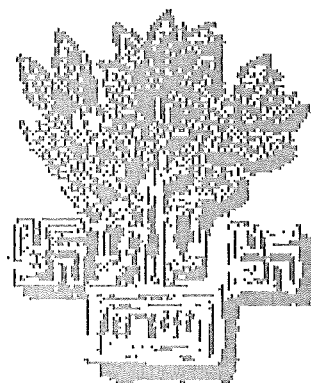
**139 ADD EXTRA COST OF MATERIAL FOR GAYA COMM. W.R.T G. PER SOR BCD**

<b>Bricks</b>							
	i)	MAIN BUILDING	=	58.000			
	ii)	10+2 BUILDING-1	=	0.000			
	iii)	10+2 BUILDING-2	=	4.000			
	iv)	VOCATIONAL BUILDING	=	0.000			
	v)	DISMELTELING OF BUILDING	=	0.000			
	vi)	BOUNDARY WALL	=	118.000			
		<b>Total Quantity</b>	=	<b>180.000</b>			
					<b>0.000</b>	<b>Thous.</b>	
<b>Cement</b>							
	i)	MAIN BUILDING	=	85.423			
	ii)	10+2 BUILDING-1	=	3.805			
	iii)	10+2 BUILDING-2	=	16.464			
	iv)	VOCATIONAL BUILDING	=	1.735			
	v)	DISMELTELING OF BUILDING	=	0.000			
	vi)	BOUNDARY WALL	=	62.378			
		<b>Total Quantity</b>	=	<b>169.805</b>			
					<b>0.000</b>	<b>MT</b>	

**TOTAL ADD EXTRA COST OF CARRIAGE OF MATERIAL**

**TOTAL (F)= (A)+(B)+(C)+(D)+(E)**





GOVERNMENT OF BIHAR

STANDARD BIDDING DOCUMENT

PROCUREMENT

OF

CIVIL WORKS

**BSEIDC,Patna**      Tender : Renovation of Proposed G.S.Inter School Campus in Bihar, (

**BIHAR STATE EDUCATIONAL INFRA  
DEVELOPMENT CORPORATION**

# STANDARD BIDDING DOCUMENT

## PROCUREMENT OF CIVIL WORKS

BSEIDC,Patna Tender : Renovation of Proposed G.S.Inter School Campus in Bihar, (

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT**  
(A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad C  
Acharya Shiv Pujan Sahay Path, Saidpur, PATNA

**NATIONAL COMPETITIVE BIDDING**  
(CIVIL WORKS)

1. NAME OF WORK : Renovation of Proposed Scho

<u>Sl. No.</u>	<u>District</u>	<u>No.</u>	<u>Name of School</u>
2	JAHANABAD	1	G.S. INTER SCHO

2. PERIOD OF CONSTRUCTION : 6 Months.
3. DATE OF ISSUE OF NOTICE INVITING BID : 02.07.2014
4. PERIOD AND PLACE OF SALE : FROM : 25-07-2014 To 12-08-2014  
OF BID DOCUMENT on Website : [www.eproc.bih](http://www.eproc.bih)
5. TIME, DATE AND PLACE OF PRE- BID MEETING : TIME : 14:30 HOURS, Date : 04-08-2014  
office of Managing Director, BSEIDC, Patna
6. LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE : 13-08-2014, TIME: 15:00 HOURS  
on Website : [www.eproc.bih](http://www.eproc.bih)
7. \*TIME AND DATE OF OPENING TECHNICAL BIDS : DATE : 16-08-2014, TIME: 15:30 HOURS  
on Website : [www.eproc.bih](http://www.eproc.bih)
8. \*TIME AND DATE OF OPENING FINANCIAL BIDS : DATE : 25-08-2014, TIME: 15:30 HOURS  
on Website : [www.eproc.bih](http://www.eproc.bih)
9. PLACE OF OPENING OF BIDS : THROUGH WEBSITE Only [WWW.EPROC.BIHAR.GOV.IN](http://WWW.EPROC.BIHAR.GOV.IN)
10. PERIOD OF BID VALIDITY : 120 Days.

INVITATION FOR BID  
(IFB)

# बिहार राज्य शैक्षणिक आधारभूत संरचना विकास

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद कैम्परा, आचार्य शिवपूजन सहाय पथ, सैदपुर, पटना-

निविदा आमंत्रण सूचना संख्या- 15 वर्ष 2014-15

प्रतिशत मद दर निविदा

(केवल ई-टेन्डरिंग पद्धति के अनुसार वेबसाइट [www.eproc.bih](http://www.eproc.bih))

1. बिहार राज्य के अन्तर्गत निम्नांकित भवनों के निर्माण कार्य हेतु निविदा आमंत्रित की जाती है। सरकार/सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन एक्सेप्टेंस प्राप्त होने के बाद अनिवार्य होगा।

क्र० सं०	कार्य का नाम	प्राक्कलित राशि (लाख रु० में)	अग्रधन का राशि (लाख रु० में)	परिमाण विपत्र का मूल्य (रु० में)
1.	बी.एस.+2 उच्च विद्यालय सिवान में जिर्णोद्धार का कार्य।	216.19	4.32	10,000.00
2	गौधी स्मारक इंटर विद्यालय जहानाबाद में जिर्णोद्धार का कार्य।	153.50	3.07	10,000.00
3	जी.डी.पाटलिपुत्र उच्च विद्यालय, पटना, में जिर्णोद्धार का कार्य।	120.52	2.41	10,000.00
4	जिला स्कूल, पूर्णिया, में जिर्णोद्धार का कार्य।	379.85	7.60	10,000.00
5	श्री गणेश उच्च विद्यालय, बख्तियापुर, पटना, में जिर्णोद्धार का कार्य।	163.05	3.26	10,000.00
6	राजकीय उच्च विद्यालय, कुमारबाग, बेतिया, में जिर्णोद्धार का कार्य।	387.73	7.75	10,000.00
7	राजकीयकृत एस.एस. बालिका विद्यालय, गोपालगंज, में जिर्णोद्धार का कार्य।	138.24	2.76	10,000.00
8	राजकीय उच्च विद्यालय कोढ़ा, कटिहार, में जिर्णोद्धार का कार्य।	225.42	4.51	10,000.00
9	एम.एल.एकेडमी लहेरिया सराय, दरभंगा, में जिर्णोद्धार का कार्य।	216.99	4.34	10,000.00
10	उच्च विद्यालय डुमरा, सीतामढ़ी, में जिर्णोद्धार का कार्य।	228.16	4.56	10,000.00
11	श्री नवाव उच्च विद्यालय, शिवहर, में जिर्णोद्धार का कार्य।	233.51	4.67	10,000.00
12	आर.एस.बी. उच्च विद्यालय, समस्तीपुर, में जिर्णोद्धार का कार्य।	147.99	2.96	10,000.00



- |  |    |  |
|--|----|--|
| (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय | :- | दिनांक-13.08.2014, समय   |
| (6) टेक्निकल विड खोलने की तिथि एवं समय           | :- | दिनांक-16.08.2014, समय   |
|  |    | (वेबसाइट- <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> ) |
| (7) वित्तीय विड खोलने की तिथि एवं समय            | :- | दिनांक-25.08.2014, समय   |
| (8) निविदा खोलने का स्थान                        | :- | वेबसाइट- <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>    |
| (9) निविदा की वैधता की अवधि                      | :- | 120 दिन  |

(10) ई-टेंडरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपर्युक्त (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर करने/टेंडर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।

- (11) ई-निविदा पत्र वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) से प्राप्त किया जा सकता है। संवेदक द्वाारा विपत्र प्राप्त करने के उपरांत वेबसाइट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। दस्तावेज/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा पत्र में जोड़ना है।
- (12) परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड डाक्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार एकसंसाधन के पूर्व जमा करना होगा।

(13) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT LTD. के नाम से एवं पटना में भुगतान हो, स्वीकार किया जायेगा। मूल बैंक द्राफ्ट "बिहार राज्य एजुकेशनल लिमिटेड" पटना के कार्यालय में दिनांक 16.08.2014 के 15:00 घंटे तक स्वयं/निबंधित डाक /सर्विस द्वारा भेजा जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(ख) Beltron Bid Processing Fee is mandatory to be paid through online mode (Credit/Debit card), Net Banking, NEFT/RTGS"  
Bids along with necessary online payments must be submitted through e-procurement portal before the date and time specific in the NIT/Corrigendum. The department does not accept any delay/Non submission of Tender/ Non Reconciliation of Online payment caused by any reason like Internet Connection, Network Traffic/ Holidays or any other reason.

(ग) बांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक में जमा हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञिप्त (Pledged) हो अथवा बिहार वित्त निगम के नाम से फिक्सड डिपोजिट रिसिप्ट अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार सरकार से निर्गत हो (अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकसंसाधन के नाम से निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधाराभूत निगम में दिनांक 16.08.2014 के 15:00 घंटे तक स्वयं/निबंधित डाक /रपीड पोस्ट द्वारा निश्चित रूप से भेजना करने पर निविदा मान्य नहीं होगा।

(14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इंटरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाइट पर अपलोड करके किसी प्रकार के व्यवधान से बच सकें।

- (15) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर अपलोड करके बताये निविदा या उसके अंश को अस्वीकृत करने/रद्द करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।
- (16) विशेष जानकारी हेतु अभ्योहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई-टेंडरिंग कक्ष, प्रथम तल्ला, M/22, बैंक ऑफ बिहार, पटना 800001, दूरभाष सं० 0612 2523006 / 9939035696.

**BSEIDC,Patna** Tender : Renovation of Proposed G.S.Inter School Campus in Bihar, (

**SECTION 1**  
**INSTRUCTION TO BIDDERS**  
**(ITB)**

## Section 1 : Instructions to Bidders

### Table of Clauses

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

## . GENERAL

### 1. Scope of Bid

- 1.1 The Employer (named in Appendix to ITB) invites bids for the construction documents and referred to as "the works") detailed in the table given in 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 in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 Administrative authority shall decide that this agreement would b ITEM RATE and accordingly the non-relevant sections of this doc

### 2. Sources of Funds

- 2.1 The expenditure on this project will be met as decided by the Compete

### 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 Bidder is neither associated, nor has been associated, directly c Engineer-in-Charge or any other entity that has prepared the design, s for the Project or being proposed as Project Manager for the Contra contract. A firm that has been engaged by the Employer to provide cor or supervision of the works, and any of its affiliates shall not be eligible
- 3.3 Bidders shall not be under a declaration of ineligibility for delay, failure by any of the State Govt. or Central Govt. or Public Undertaking or any

### 4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification In of the proposed work method and schedule, including drawings and 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 by the bankers.
  - (ii) Undertaking that bidder would be able to invest a minimum of of work, during implementation of contract.
  - (iii) Proposals, if any, for sub contracting of elements of work, 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 bid following information and documents with their bids in Section 2:
  - (a) copies of original documents defining the constitution o and principal place of business; written power of attorney of th Bidder;
  - (b) total monetary value of construction work performed for each c

**BSEIDC, Patna** Tender : Renovation of Proposed G.S. Inter School Campus in Bihar, (G

- (g) evidence of access to line(s) of credit and availability of other financial resources (for the full duration of contract value), certified by the Bankers (Not more than 3 months before the date of submission of bid);
- (h) undertaking that the bidder will be able to invest a minimum cash in the project, 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 was involved, the parties concerned and dispute amount;
- (k) proposals for subcontracting components of the Works amounting to more than 10% of the Contract Price (for each, the qualifications and experience of the identified subcontractors should be annexed); *(for all contracts over Rs. 5 Crore)*
- (l) the proposed methodology and programme of construction, back-scheduling, resource deployment, duly supported with broad calculations and quality assurance measures to be adopted, justifying their capability of execution and completion of the project in accordance with specifications within the stipulated period of completion as per the contract. *(for all contracts over Rs. 5 Crore)*

**4.4 Bids from Joint ventures are not acceptable.<sup>3</sup>**

**4.5**                    **\*\* (A)A.To qualify for award of the contract, each bidder in its recent three years and current financial year will also be considered as referred to in the following criteria:**

- (a) Achieved in any one year a minimum annual financial turnover (in the last three years, in construction works only) volume of construction work of at least 10% of the estimated (fifty percent) estimated cost of works for which bid has been submitted and which has been indexed at the rate of 8% for a year.
- (b) Satisfactorily completed as a prime contractor (or as a nominating subcontractor) at least one subcontract involved execution of all main items of work described in the Bill of Materials, and further that all other qualification criteria are satisfied) at least one subcontract involving an amount of not less than amount indicated in Appendix *(usually not less than 25% of the value of contract)*;
- (c) executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.
  - R.C.C. & P.C.C.
  - Flooring Work

*(usually 50% of the expected per cent of the value of the contract)*

---

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

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

- (a) availability (either owned or leased or by procurement again following key and critical equipment for this work:

Based on the studies, carried out by the Engineer the minimum attain the completion of works in accordance with the pres shown in the Annexuer-I.

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

The bidders should, however, undertake their own studies and construction planning and methodology supported with layout calculations (detailed) as stated in clause 4.3(1) above to all proposals. The numbers, types and capacities of each plant proposals along with the cycle time for each operation for the g the requirements.

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

- (b) availability for this work of personnel with adequate experience
- (c) liquid assets and/or availability of credit facilities of no less than  
*(Credit lines/letter of credit/certificates from Banks for meeting the equivalent of the estimated cash flow for 3 months in peak*

- C. To qualify for a package of contracts made up of this and are invited in the IFB, the bidder must demonstrate ha sufficient to meet the aggregate of the qualifying criteria fo**

- 4.6 Sub-contractors' experience and resources shall not be taken into a compliance with the qualifying criteria except to the extent stated in 4.5

- 4.7 Bidders who meet the minimum qualification criteria will be qualified o more than the total bid value. The available bid capacity will be calculat

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

Where

A = Maximum value of civil engineering works executed i years (updated to the price level of the year indicate the completed as well as works in progress.

N = Number of years prescribed for completion of the work

**BSEIDC,Patna** Tender : Renovation of Proposed G.S.Inter School Campus in Bihar, (S

- have record of poor performance such as abandoning the contract, inordinate delays in completion, litigation and/or
- participated in the previous bidding for the same work and bid prices and could not furnish rational justification to the

#### **5.One Bid per Bidder**

- 5.1 Each bidder shall submit only one bid for any work or one package or participates in more than one Bid (other than as a subcontractor or in case permitted or requested) will cause all the proposals with the Bidder's parti

#### **6.Cost of Bidding**

- 6.1 The bidder shall bear all costs associated with the preparation and 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

#### **7. Site Visit**

- 7.1 The Bidder, at the Bidder's own responsibility and risk must visit and examine surroundings and obtain all information that may be necessary for preparing contract for construction of the Works. The costs of visiting the Site shall be  
7.2. Tender documents are not transferable.



## B.BIDDING DOCUMENTS

### 8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and with Clause 10;

Section	Particulars	V
	Invitation for Bids	
1	Instructions to Bidders	
2	Qualifications of Bidders	
3	Conditions of Contracts	
4	Contract Data	
5	Special condition of Contract	
6	Technical Specifications	
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	
10	Documents to be furnished by bidder	

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

8.3 The bidder is expected to examine carefully all instructions, conditions, terms, technical specifications, bill of quantities, forms, Annexes and Failure to comply with the requirements of Bid Documents shall be at the bidder's risk. clause 25 hereof, bids which are not substantially responsive to the requirements 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 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 raised at that stage.

9.1.3 The bidder is requested to submit any questions in writing or by fax to the office one week before the meeting.

9.1.4 Minutes of the meeting, including the text of the questions raised (enquiry) and the responses given will be transmitted without delay.

## **10. Amendment of Bidding Documents**

- 10.1 Before the deadline for submission of bids, the Employer may modify the addendum.
- 10.2 Any addendum thus issued shall be part of the bidding documents and purchasers of the bidding documents. Prospective bidders shall acknowledge in writing or by cable to the Employer. The Employer will assume no responsibility.
- 10.3 To give prospective bidders reasonable time in which to take an addendum to their bids, the Employer may, at his discretion, extend as necessary the deadline 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 shall be in 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 9
- (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 19
- (vi) An affidavit affirming the information he has furnished in the bid, 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 instructions in Clause 19.
  - 12.3 Following documents, which are not submitted with the bid, will be deemed

### 13. Bid Prices

13.1 The contractor shall bid for the whole work as described in Sub-Clause 13.1.1. Quantities submitted by the Bidder.

13.1.1 The bidder shall adopt the percentage rate method or item rate method or ITB; only the same option is allowed to all the bidders. Percentage rate method requires to quote a percentage above/below/ at par of the schedule of rates specified in the Bill of Materials.

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

13.1.2 All duties, taxes, and other levies payable by the contractor under the contract 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 in the Contract in accordance with the provisions clause 10CA & 10CC clause 10.1.

13.3 The rate should include the cost of all seen and unseen expenditure and maintenance entertained due to non-inclusion of any such event necessary for the completion of the 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. Payment 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 date specified in Clause 20. A bid valid for a shorter period shall be rejected as non-responsive. In case of discrepancy in bid validity period between that specified in Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall prevail. The bidder shall correct the discrepancy in the Form of Bid, corrected in accordance with the former and the bidder has to provide the corrected bid as required.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the bidders may extend the period of validity for a specified additional period. Such requests shall be made in writing or by cable. A bidder may refuse the request. A bidder agreeing to the request will not be required to provide additional security. A bidder agreeing to the request will not be required to provide additional security.

### 16. Earnest Money

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount specified in the table of IFB for this particular work. This bid security shall be in favour of the Employer in the following form of Unconditional bank guarantee from any nationalized bank or a bank within the state in the format given in Vol. III (If issued from any bank outside the state, it shall 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 the duration of the bid.

- (b) if the Bidder does not accept the correction of the Bid Price, purs
- (c) in the case of a successful Bidder, if the Bidder fails within the sp
  - (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 th the conditions of contract (including mobilisation advance or time for con as indicated in the drawing and specifications. Conditional offer or 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 Fin 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 authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. Al or amendments have been made shall be initialed by the person or certificate of corrections must be given by the employer.
- 18.3 The Bid shall contain no alterations or additions, except those to comply Employer, or as necessary to correct errors made by the bidder, in which initialed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))**  
(Sl.No. 19 To 23.1, All Process shall be done through e-proc)

**19. Sealing and Marking of Bids**

- 19.1 The Bidder shall place three separate envelopes (called as inner envelop as technical bid and two envelope as Financial bid in duplicate. Ins envelopes marked "Technical Bid" and "Financial Bid" will have additional
  - Technical Bid : To be opened as per NIT (date of presence of Evaluation Committee, or authorized per [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))
  - Financial Bid: Not to be opened except with the appr (Only on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))

- 19.4 If the outer envelope is not sealed and marked as above, the Employer will not be responsible for the misplacement or premature opening of the bid.
20. **Deadline for Submission of the Bids** (Only on Website : [www.bseidc.org](http://www.bseidc.org))
- 20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the place specified above not later than the date indicated in appendix. In the event of a public holiday or submission of bids have declared a holiday for the Employer, the deadline for submission of bids shall be appointed time on the next working day.
- 20.2 The Employer may extend the deadline for submission of bids by issuing a written order in accordance with Clause 10, in which case all rights and obligations of the Employer shall remain 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 the tender shall be unopened to the bidder.

#### **E. BID OPENING AND EVALUATION** (Only on Website : [www.bseidc.org](http://www.bseidc.org))

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

22. **Bid Opening**
- 22.1 The Employer or their authorized representative will open all the Bids (including late), in the presence of the Bidders or their representatives who choose to attend. The place specified in Appendix in the manner specified in Clause 20 and the date of Bid opening being declared a holiday for the Employer, the Bid opening shall be appointed time and location on the next working day. Even in the case of absence of bidders, the 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 of bids, the Employer or their authorized representative will prepare a statement and that will be binding on the bidders.
- 22.3 The envelope containing "Technical Bid" shall be opened. The amount of bid security money furnished with each bid will be announced. If the bid security money is not furnished with the bid, the amount and validity period as specified in the Invitation for Bid (ref. Clause 16) shall not be furnished in the form specified in Clause 16, the remaining financial bid will be returned to the bidder.
- 22.4 (i) Subject to confirmation of the bid security by the issuing Bank, the bid security will be taken up for evaluation with respect to the information furnished in Part I of the bid pursuant to Clause 12.
- (ii) After receipt of confirmation of the bid security, the bidder will be given 10 days of opening of the Technical Bid) to clarify or modify his bid with respect to any rectifiable defects.
- (iii) The bidders will respond in not more than 7 days of issue of the

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

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

**23. Process to be Confidential**

23.1 Information relating to the examination, clarification, evaluation and recommendations for the award of a contract shall not be disclosed to Bidders officially concerned with such process until the award to the successful Bidder. No effort by a Bidder to influence the Employer's processing of Bids or award or rejection of his Bid.

**24. Clarification of Financial Bids**

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

24.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter from the time of the bid opening to the time the contract is awarded. If the Bidder provides 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 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 (a) the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed and required securities and; (d) is substantially responsive to the requirements. During the detailed evaluation of the "Financial Bid", the responsiveness will be determined with respect to the remaining bid conditions, i.e., price, specifications, and drawings.

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

25.3 If a "Financial Bid" is not substantially responsive, it will be rejected. The Bidder may subsequently be made responsive by correction or withdrawal of the reservation.

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

Such adjusted bid price shall be considered as binding upon the Bidder. If the corrected amount the Bid will be rejected, and the Earnest money 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 in accordance with Sub-Clause 25.2.

- 27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated 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.

- 27.3 The Employer reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the Bidding Documents. In unsolicited benefits for the Employer shall not be taken into account in the evaluation.

- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the cost of work to be performed under the contract, the Employer may require detailed price analyses for any or all items of the Bill of Materials. If the consistency of those prices with the construction methods and schedules shown in the price analyses, the Employer may require that the amount of the Bid be increased at the expense of the successful Bidder to the extent of the Employer against financial loss in the event of default of the successful Bidder.

- 27.5 A bid, in the opinion of employee which contains several items in which the prices are unrealistically priced low and which cannot be substantiated satisfactorily 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 determined

- (i) to be substantially responsive to the Bidding documents and to have the lowest evaluated Bid Price; and  
(ii) to be within the available bid capacity adjusted to account for his bid being 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 price, even if the said bid is the lowest evaluated bid. The contract shall 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 or all bids without giving any reason therefor.

Works by the Contractor as prescribed by the Contract (hereinafter a  
"Contract Price").

**30.2** The notification of award will constitute the formation of the Contract, sub  
performance security in accordance with the provisions of Clause 31.

**30.3** The Agreement will incorporate all agreements between the Employer a  
be signed by the Employer and the successful Bidder, after the performan

**31. Performance Security**

**31.1** Within 10 (ten) days of receipt of the Letter of Acceptance, the succes  
Employer a Performance Security in any of the forms given below for a  
Contract price including earnest money plus additional security for unba  
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  
fixed deposit receipts in the name of Employer, it shall be issued either  
Nationalized/ Scheduled Indian bank within state or (b) acceptable to the

**31.3** Failure of the successful Bidder to comply with the requirements of S  
sufficient grounds for cancellation of the award and forfeiture of the Bid S

**32. Advance Payment and Security**

**32.1** The Employer will provide an Advance Payment on the Contract Pric  
Conditions of Contract, subject to maximum amount, as stated in the Con

**33. Corrupt or Fraudulent Practices**

**33.1** The Employer will reject a proposal for award if it determines that the E  
has engaged in corrupt or fraudulent practices in competing for the contr  
the firm ineligible, either indefinitely or for a stated period of time, to b  
Corporation (BSEIDC) and any other agencies, if it at any time determin  
corrupt or fraudulent practices in competing for the contractor, or in execu

**33.2** Furthermore, Bidders shall be aware of the provision stated in Sub-Cla  
General Conditions of Contract.



G. APPENDIX to I

Clause Reference with respect to S

1. Name of the Employer—Managing Director, BSEIDC,
2. The last five years means for this tender  
2009 - 2010  
2010 - 2011  
2011 – 2012  
2012 – 2013  
2013 – 2014.
3. The required annual financial turn over amount is F  
(Rupees Seventy Six Lac Fifty Three Thousand Only )
4. Required minimum value of one similar work is F  
(Rupees Thirty Eight Lac Twenty Seven Thousand Or
5. Required minimum quantities of work execut  
prescribed in the relevant clause.
6. The cost of electric work is :-
7. The cost of water supply/ sanitary works is :-
8. Liquid assets and/or availability of credit facilities  
Estimated Cost.
9. Price level of the financial year \_\_\_\_\_
10. The pre-bid meeting will take place : As Per NIT.
11. The technical bid will be opened THROUGH WEBSITE

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12.      Address of the Employer : Managing Director, BSEIDC,
13.      Identification:  
Bid for : Renovation of Proposed G.S. Inter School Building;  
Sl. No. : 2  
Bid reference No. : 15 , 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  
BCD, Effective from: 11.08.2013 & DSR (CIVIL&ELE)  
2013.
16.      The bid should be submitted latest by Date : As Per NIT
17.      The bid will be opened through Web  
[/www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
18.      The Cost of BOQ & Cost of Earnest money : As Per NIT
19.      Escalation factors (for the cost of works executed and  
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 .

## List of Key Plant &amp; Equipment to be deployed o

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

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

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

\*\* On the basis of nature of Construction work list of key plant to be decided.

\*\*\* Life of machine minus two years or 5 years on ..... wh

List of Key Personnel to be deployed on Contract

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

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

\* The designation and no. of the personnel has to be decided by the Employer.

## SECTION 2

### QUALIFICATION INFORMATION

(to be filled in by Bidder)

## QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be for post qualification as provided for in Clause 4 of the Instructions to Bidders and 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 \_\_\_\_\_ 2  
200 \_\_\_\_\_ 2  
200 \_\_\_\_\_ 2  
200 \_\_\_\_\_ 2  
200 \_\_\_\_\_ 2

#### 1.3.1 Work performed as prime contractor, work performed in the past five years as a subcontractor will also be considered provided the sub-contractor has performed the items of work described in the bid document, provided further criteria are satisfied (in the same name) on works of a similar nature in 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 for completion

Year	Name of the work	Name of the Employer*	Quantity of work performed (cu)			
			Cement Concrete (including RCC & PCC)	Masonry	Earth works	WBM
200__200__						
200__200__						
200__200__						
200__200__						
200__200__						

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

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipula Period Comple
1	2	3	4	5	6

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(B) Works for which bids already submitted :

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion
1	2	3	4	5

1.5 Availability of key items of Contractor's Equipment essential for [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information required by Sub Clause 4.3 (d) of the Instruction to Bidders.

[illegible]



1.6 Qualifications and experience of key personnel required for of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Re of instructions to Bidders and Sub Clause 9.1 of the Conditions of C

Position	Name	Qualification	Year of E (Gen
Project Manager			
Etc.			

1.7 Proposed sub-contracts and firms involved. [Refer ITB Clause 1.7]

[illegible]

## 1.14 Programme

**SAMPLE FORMAT FOR EVIDENCE OF ACCE  
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.2 (i) OF ITB)

**BANK CERTIFICATE**

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

If the contract for the work, namely \_\_\_\_\_  
the above firm, we shall be able to provide overdraft/credit fa  
Rs. \_\_\_\_\_ to meet their working capital req  
the above contract during the contract period.

---

(Signature)

Name of Ban

Senior Bank Man

Address of the B

## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in are true and correct.
2. The undersigned also hereby certifies that neither our firm \_\_\_\_\_ has been blacklisted work in any government department, India nor any contract awarded have been rescinded, during last five years prior to the date of this b
3. The undersigned hereby authorises and request(s) any bank, person furnish pertinent information deemed necessary and requested by this statement or regarding my (our) competence and general reputation
4. The undersigned understand and agrees that further qualification requested, and agrees to furnish any such information at the request of Project implementing agency.
5. If the work is allotted to me or my firm, I/we will arrange the required 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 of contract.

---

(Signed by an Authorized Officer)

## UNDERTAKING

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

\_\_\_\_\_  
(Signed by an Authorised Officer)

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

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### SECTION 3

## GENERAL CONDITIONS OF CONTRACT

## Table of Contents

Clause	Details
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1	Performance guarantee
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2	Compensation for delay (Liquidated Damage)
2A	Incentive for early completion
3	When contract can be determined / Rescinded
4	Contractor liable to pay compensation even if action not taken clause 3
18	Contractor to supply tools & plants etc.
20	Min. Wages Act to be complied with
21	Work not to be sublet/ Action in case of insolvency
23	Changes in firm's constitution to be intimated
24	Approval of Engineer Incharge
32	Hire of Plant & Machinery
33	Employment of Technical Staff and employees
34	Levy/ Taxes payable by Contractor
37	Termination of Contract on death of contractor
38	If relation working in " corporation" then contractor not allowed to re
39	No Gazetted Engineer to work as contractor within two years of reti
41	Release of Security Deposit.
46	Safety, Security and Protection of the Environment
50	Commencement of Works
	<u>Time Control</u>
5	Time and Extension for delay
45	Cash flow estimate to be submitted.
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5A	Minutes of Meeting
6	Measurement of work done
7	Payment on Intermediate certificate to be regarded as advances
9	Payment of final bill

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- 10D      Dismantled material Employer property.
- 12      Deviations / Excess item Variations / extent and pricing
- 12.2      Deviation, extra items and pricing
- 12.3      Deviation, Deviated quantities , pricing
- 13      Foreclosure of contract due to Abandonment or Reduction in scope of work.
- 14      Cancellation of contract in full or part.
- 15      Suspension of work
- 16      Action in case work not done as per specification
- 22      Compensation
- 25      Settlement of disputes & arbitration
- 27      Lumpsum Provisions in Tender
- 29      With holding and lien in respect of sums due from contractor
- 29A      Lien in respect of claims in other Contracts
- 35      Condition of reimbursement of lavy / taxes after receipt of the tender
- 43      Contractor's Risks
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**Finishing Control**

- 8      Completion certificate and completion plan
- 8A      Contractor to keep site clean
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- 17      Contractor liable for damage, defects during maintenance period.
- 40      Return of materials and recovery of excess materials issued.
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**Quality Control**

- 10      Materials supplied by Employer
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Other Condition & Control

- 18A Recovery of compensation paid to workman
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- 30 Unfiltered water supply
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- 38 Imprisonment of contractor
- 40 Return of materials and recovery for excess materials issued.
- 42 Responsibility of technical staff and employees
- 52 Force majeure
- 53 Recovery

## GENERAL GUIDELINES

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

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

contractorState RCD/BCD/ other State P.W.D. & Central Government / PSU  
International reput

(b) submission of bid (In case of other State PWD/ CPWD/ any PS Agencies of National/ International repute following documents submitted after issue of letter of acceptance).i / other State PWD provide definite proof from appropriate authority for tools & Plant on works site after getting letter of acceptance

2. Agreement shall be drawn with the successful tenderer on prescribed form. Tenderer shall quote his rates as per various terms and conditions of the agreement.
5. The time allowed for carrying out the work will be ..... day after the date of written orders to commence work, or the date of handing over of the site, whichever is later, in accordance with the time specified in the tender documents.
6. The site for the work is available.

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

Tender documents consisting of plans, specifications, the schedule classes of work to be done and the set of terms & conditions of contract contractor whose tender may be accepted and other necessary documents of the ..... between hours of

**BSEIDC, Patna Tender : Renovation of Proposed G.S. Inter School Campus in Bihar, (**

up to 03.00 P.M. on ..... and will be opened  
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 contract value as performance guarantee in the form as mentioned in Bihar Financial Corporation Form No. 10 as acceptable.
10. The description of the work is as follows:-----  
Copies of other drawings and documents pertaining to the works will be made available to the tenderers at the office of the above-mentioned officer.

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\* as applicable

Tenderers are advised to inspect and examine the site and its surroundings before submitting their tenders as to the nature of the ground and sub-surface conditions, the form and nature of the site, the means of access to the site the accommodation and in general shall themselves obtain all necessary information as to the circumstances which may influence or affect their tender. A tenderer's knowledge of the site whether he inspects it or not and no extra charges for misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for maintaining at his own cost all materials, tool & plants, water, electricity and all other services required for executing the work unless otherwise specified in the contract documents. Submission of a tender by a tenderer implies that he has read and understood all other contract documents and has made himself aware of the scope and nature of the work to be done and of conditions and rates at which stores, tools and plant, etc. are available in the Corporation and local conditions and other factors having a bearing on the work.

11. Canvassing whether directly or indirectly, in connection with tenders or the opening of tenders submitted by such contractors who resort to canvassing will be liable for disqualification.
12. The competent authority on behalf of the Corporation reserves to himself the right to accept whole or any part of the tender and the tenderer shall be bound to perform the work.
13. The contractor shall not be permitted to tender for works in the Corporation while he is posted as an officer in any capacity. He shall also intimate the names of all persons with him in any capacity or are subsequently employed by him and with whom he is in contact with a gazetted officer in the Corporation. Any breach of this condition by the contractor shall be liable to be removed from the approved list of contractors of the Corporation.

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Corporation has right to cancel or postpone any work without giving any  
Corporation may add or delete any of the condition required for execution  
Inviting Tender shall form a part of the contract document. The Authorised  
successful tenderer contractor.

Signature

For & on behalf of

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

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, /  
applicable, Drawings & Designs, General Rules and Directions, Conditions  
contract, Special conditions, Schedule of Rate & other documents  
conditions of contract and all other contents in the tender document for

I/We hereby tender for the execution of the work specified for  
Infrastructure Development Corporation Ltd.. within the time specified  
of quantities and in accordance in all respects with the specific  
instructions in writing referred to in Rule-1 of General Rules and Direct  
Conditions of contract and with such materials as are provided for, by,  
with, such conditions so far as applicable.

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terms and conditions contained or referred to therein and to carry out ordered, up to maximum of the percentage mentioned in Schedule 'F' limit at the rates to be determined in accordance with the provision co 12.3 of the tender form.

I/We hereby declare that I/We shall treat the tender documents d connected with the work as secret/confidential documents and information/derived therefrom to any person other than a person to whom communicate the same or use the information in any manner prejud Corporation.

Dated .....

Signature o  
Postal Add

Witness :

Address :

Occupation :

## ACCEPTANCE

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

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

- a)
- b)
- c)

For & on behalf of the Bihar State Educational Infrastructure Development

Signature of the competent Authority.....

Designation of the competent Authority.....

Dated .....



GOVERNMENT OF BIHAR  
ALL WORKS DEPARTMENT

General  
Rules &  
Directions

1. All work proposed for execution by contract will be notified in tender pasted in public places and signed by the officer. Publication in News papers and the internet as the case may be.
2. This form will state the work to be carried out, as well as the opening tenders and the time allowed for carrying out the work. Earnest money to be deposited with the tender, and the amount to be deposited by the successful tenderer and the percentage from bills. Copies of the specifications, designs and drawings and documents required in connection with the work signed for the tender by the officer inviting tender shall also be open for inspection in the office of officer inviting tender during office hours.
3. In the event of the tender being submitted by a firm, it must be signed by one or all the partners or person duly authorised by the partner on behalf of the firm by a person holding the requisite powers of authorisations to be produced with the tender, and it must disclose the firm registered under the Indian Partnership Act, 1952.
4. Receipts for payment on account of work done, when executed, must be signed by one or all the partners or a duly authorised signatory.
5. Any person who submits a tender shall fill up the usual form of tender rate he is willing to undertake each item of the work. Tender of any alteration in the work specified in the said form of invitation shall not be allowed for carrying out the work, or which contain any other condition shall be liable to rejection. No single tender shall include more than one work; 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.
6. The rate(s) must be quoted in decimal coinage. Amounts must be quoted by ignoring fifty paise and less and considering more than fifty paise.
7. In case of Percentage Rate Tenders, tenderer shall fill up the form stating at what percentage below/above (in figures as well as words) the rate of the work shall be executed.

Applicable for  
Item Rate  
Tender only  
(Form- 3)

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the contract that the deductions or additions, as the case may be, will be calculated on the gross, and not the net amounts of the bill. In fixing the percentage it should be borne in mind that the calculation

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

Applicable for  
Item Rate  
Tender only  
(Form- 3)



11. In the case of any tender where unit rates of any item/items tender will be considered as unbalanced and in case the tenderer does not provide a satisfactory explanation such a tender is liable to be disqualified.
12. All rates shall be quoted on the tender form. The amount shall be worked out and requisite totals given. Special care should be taken in writing figures as well as in words and the amount in figures or words by interpolation is not possible. The total amount should be written in words. In case of figures, the word 'Rs' should be written before the figure and word 'P' after the decimal figures, e.g. 'Rs 2.15 P' and in case of words 'Rupees' should precede and the word 'Paise' should be written after the rate is in whole rupee and followed by the word 'only' it should be written in decimal places. While quoting the rate in schedule of quantities it should be written closely following the amount and it should not be written separately.

Applicable for  
Item Rate  
Tender only  
(Form- 3)

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

Applicable for  
Percentage  
Rate Tender  
only ( Form- 2)

The Quoted rate less than x % below the BOQ cost will be considered as rejected where x = 10 %; if materials will not be issued by the employer then materials will be issued by the employer then

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

Where A = BOQ Cost

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

13. (i) The contractor whose tender is accepted, will be required to furnish a guarantee of 2 (two percent) including earnest money deposit within specified period. This guarantee shall be in the form of a bank guarantee from any Nationalised / schedule bank in the State for value of 2 crore.
- (ii) The contractor whose tender is accepted, will also be required to furnish a Security Deposit for the fulfillment of his contract, an amount equal to 2% of the tendered value of the work. The security deposit will be retained from the running bills of the contractor at the rates mentioned in the bill of materials.

14. On acceptance of the tender, the name of the accredited contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

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

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

1. The contract means the document forming the tender and any formal agreement executed between the competent authority of Educational Infrastructure Development Corporation Ltd. and with the documents referred to therein including these conditions, designs, drawings and instructions issued from time to time for be complementary to one another.
2. In the contract, the following expressions shall, unless the context have the meanings, hereby respectively assigned to them :-
  - i) The expression works or work shall, unless there be some other or context repugnant to such construction, be construed to mean works by or by virtue of the contract contracted to be executed permanent, and whether original, altered, substituted or added.
  - ii) The site shall mean the land/or other places on, into or through which executed under the contract or any adjacent land, path or road is to be executed under the contract or any adjacent land and shall be allotted or used for the purpose of carrying out the contract.
  - iii) The Contractor shall mean the individual, firm or company, whether or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company of such firm or company and the permitted assignees and sub-contractors.
  - iv) The Engineer-in-Charge means the Engineer officer who shall be in charge of the work and who shall sign the contract on behalf of Educational Infrastructure Development Corporation Ltd. 'E' hereunder.
  - v) Corporation shall mean the Bihar State Educational Infrastructure Development Corporation Ltd..
  - vi) Excepted Risk are risks due to riots (other than those involving Government employees), war (whether declared or not) invasion, hostilities, civil war, rebellion revolution, insurrection, damages from aircraft, acts of God, such as earthquakes, and other causes over which the Contractor has no control and accepted as such by the Accepting Authority Provided that the Contractor shall be liable to show that he has taken all due precautions to avoid or minimize the damage after / damage from the above or causes solely due to Government of the part of the works in respect of which the contract has been issued or a caused solely due to Government's risk.
  - vii) Bill of quantity means the price and completed Bill of Quantity submitted by Bid.
  - viii) The Defect liability certificate is the certificate issued by the Engineer-in-Charge when the defect liability period has ended and upon correction of defects.
  - ix) The defect liability period will be decided by the Corporation.

**BSEIDC, Patna Tender : Renovation of Proposed G.S. Inter School Campus in Bihar, (G**

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

**Scope and Performance**

- 3. Where the context so requires, words imparting the singular or plural shall include the plural and vice versa. Any reference to masculine gender shall include feminine gender and vice versa.
- 4. Heading and Marginal notes to these General Conditions of Contract shall not form part thereof or be taken into consideration in the interpretation thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of all the documents except standard specifications, Schedule of Rates and published documents, together with all drawings as may be referred to in the tender papers. None of these documents shall be used for any purpose other than the contract.

**Works to be carried out :**

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

- 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, the Accepting Authority shall be the deciding authority. His intention of the document and his decision shall be final and binding.

8.3 Any error in description, quantity or rate in Schedule of Bill of Materials therefrom shall not vitiate the Contract or release the Contractor from the whole or any part of the works comprised therein according to contract or from any of his obligations under the contract.

Signing of  
Contract

9. The successful tenderer/contractor, after submitting the performance security, within 7 days of receipt of letter of acceptance shall attend the office of the Accepting Authority for authentication signing and completion of the contract agreement consisting of :-

i) the notice inviting tender, all the documents including drawings and specifications tender as issued at the time of invitation of tender and all correspondence 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 of the contract along with annexure thereto.

iii) Drawing.

## CLAUSE OF CONTRACT

### CLAUSE 1

- Performance Guarantee** (i) The contractor shall submit an irrevocable PERFORMANCE (Two percent) of the tendered amount including earnest money mentioned in the Bihar Financial Rules or Bank Guarantee (more than one crore) or any other deposits mentioned for his part in the contract agreement, (not withstanding and/or without prejudice to the provisions in the contract) within period specified in schedule 'F' on the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' by the contractor stating the reason for delays in procuring the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Post Office/ Pledged in favour of department; D.D. on Demand of State Bank of India or Bank Guarantee (for work costing more than one Crore).
- (ii) The performance Guarantee shall be initially valid up to 24 months of liability.
- (iii) The Engineer-in-Charge shall not make a claim under the guarantee except for amounts to which the Corporation is entitled (notwithstanding and/or without prejudice to any other provisions in the agreement) in the event of:
- (a) Failure by the contractor to extend the validity of the Performance Guarantee described herein above, in which event the Engineer-in-Charge shall forfeit full amount of the Performance guarantee.
  - (b) Failure by the contractor to pay the Corporation amount due as agreed by the contractor or determined under any of the provisions in the agreement, within 30 days of the service of notice by the Engineer-in-Charge.
  - (c) Failure by the contractor to rectify any defects as defined in the clause in the schedule – F of contract data to the satisfaction of the Engineer-in-charge.
- (iv) In the event of the contract being determined or rescinded under any of the clause/condition of the agreement, the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the Corporation.

### CLAUSE 1 A

or any part thereof. The security deposit shall be collected from the contractor at the rates mentioned above and the earnest money shall 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 the work and clear the site on or before the contract or extension of time shall, without prejudice to any other right or remedy available to the Government / Corporation on account of such breach, pay an amount calculated at the rates stipulated below as the Superintending Engineer (Technical) (whose decision in writing shall be final and binding) the amount of tendered value of the work for every completed month that the progress remains below that specified in Clause 5.4. If the work is incomplete.

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

- i) Compensation for delay of work @ 2 % per month of delay to be completed

Provided always that the total amount of compensation for delay in completion of work shall not exceed 10% of the Tendered Value of work for the item or group of items of work for which a separate period has been given.

The amount of compensation may be adjusted or set-off against the amount payable to the Contractor under this or any other contract with the Corporation. If the Contractor does not achieve a particular milestone mentioned in schedule 5.4, the amount shown against the milestone(s) in terms of Clause 5.4, the amount shown against the milestone(s) withheld, to be adjusted against the compensation levied at the time. Withholding of this amount on failure to achieve a milestone shall be without any notice to the contractor. However, if the contractor achieves 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 milestones, the amount mentioned against each milestone missed subsequently also shall be withheld. 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 schedule, the contractor shall be payable @ 1% (one percent) of the tendered value per month computed up to the completion of the work, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with the payment of the work. Provided always that provision of the Clause 2A shall not be applicable to the work under this contract.





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, the contractor may close the contract. In such eventuality, the Earnest Money and Performance Guarantee of the contractor shall be refunded, but the interest, loss of profit or damages etc. shall be payable at the discretion of the Employer. The decision of the Superintending Engineer / Chief Consultant 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 under Clause 3 thereof, shall have become exercisable and the same are not exercised, the Engineer-in-Charge shall not constitute a waiver of any of the conditions hereof, and the liability of the contractor for compensation shall remain notwithstanding be exercisable in the event of any future case. The Engineer-in-Charge shall have the right to put in force all or any of the powers conferred upon him by 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) all or any of the tools, plant, materials and binding on the contractor) use as on hire (the amount of the compensation to be paid shall be the final determination of the Engineer-in-Charge) all or any of the tools, plant, materials, stores, in or upon the works, or the site thereof belonging to the contractor and intended to be used for the execution of the contract. The contractor shall be paying or allowing for the same in account at the contract rates or at the rates being applicable, at current market rates to be certified by the Engineer-in-Charge. The certificate thereof shall be final, and binding on the contractor, and the contractor shall be authorized agent to remove such tools, plant, materials from the premises (within a time to be specified in such notice) in the event of any such requisition, the Engineer-in-Charge shall be entitled to require the contractor's expense or sell them by auction or private sale or otherwise and his risk in all respects and the certificate of the Engineer-in-Charge shall be final and conclusive against the contractor.
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CLAUSE 5

Time and Extension for Delay	<p>The time allowed for execution of the Works as specified in the Contract shall be extended in accordance with these conditions shall be the time for completion of the Works.</p> <p>The execution of the works shall commence from such time period as may be determined by the Employer or from the date of acceptance or from the date of handing over of the site to the Contractor.</p> <p>Contractor commits default in commencing the execution of the Works within the time specified in the Contract, the Employer shall without prejudice to any other right or remedy available to it, have the liberty to forfeit the security deposit absolutely.</p>
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**5.2** If the work(s) be delayed by.

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

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge. The Contractor shall use constantly his best endeavors to prevent or make good the delay. The Contractor may be reasonably required to the satisfaction of the Engineer-in-Charge to complete the works.

- 5.3** Request for the rescheduling of Milestones and extension of time for completion, for consideration, shall be made by the contractor in writing with the Engineer-in-Charge. Upon the happening of the hindering event causing delay on the prescribed date, the Contractor may also, if practicable, indicate in such a request the period of delay desired.
- 5.4** In any such case the authority mentioned in Schedule 'F' may grant an extension of time and reschedule the milestones for completion. The decision shall be communicated to the Contractor by the Engineer-in-Charge within 30 days of the date of receipt of such request. Non application for extension of time shall not be a bar for giving a fair and reasonable extension. The Engineer-in-Charge and this shall be binding on the contractor.
- 5.5** The basic centerlines, reference points and benchmarks will be provided by the Employer. The contractor shall establish at his own cost at suitable points, and bench marks as may be necessary and instructed by the Engineer-in-Charge. The contractor shall remain responsible for the sufficiency and accuracy of the centerlines and reference lines.

All measurement of all items having financial value shall be entered in a level field book so that a complete record is obtained of the work done under the contract.

All measurements and levels shall be taken jointly by the authorized representative and by the contractor or his authorized representative once in a month during the progress of the work and such measurements shall be dated by the Engineer-in-Charge and the contractor or their authorized representative and their acceptance. If the contractor objects to any of the measurements, the same 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 absent from the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Corporation shall not be liable from contractor for any loss or damages on this account. If the Engineer-in-Charge or his representative does not remain present at the time of such measurements, the contractor or his authorized representative has been given a notice in advance or fails to countersign or to record objection within a specified time, then such measurements recorded in his absence shall be accepted by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Corporation.

The contractor shall, without extra charge, provide all assistance, materials, labour and other things necessary for measurements and recording.

Except where any general or detailed description of the work is given to the contrary, measurements shall be taken in accordance with the specifications notwithstanding any provision in the relevant specifications to the contrary. In the case of items not specified by specifications, measurements shall be taken in accordance with the method of measurement issued by the Bureau of India Standards. If such standard is available then a mutually agreed method as approved by the Engineer-in-Charge 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 any work beyond the reach of measurement any work in order that the same may be taken correct dimension thereof be taken before the same is covered up. No work beyond the reach of measurement and shall not cover up and place beyond the 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 afore-said period 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 or his authorized representative being obtained in writing the same shall be uncovered at the time of measurement. In default thereof no payment or allowance shall be made for such work as to which the same was executed.

The Engineer-in-Charge or his authorized representative may call for a statement of the work done and the measurements taken by the contractor or his authorized representative at any time during the progress of the work.

## CLAUSE 7

**Payment on  
Intermediate  
Certificate to be  
Regarded as  
Advances**

No payment shall be made for work for less than the estimated value of the whole of the work shall have been completed and certificate submitted. For works estimated to cost over Rs. 2.5 lacs the interim or running bills shall be submitted by the contractor for the work executed on the basis of measurements on the format of the Corporation in triplicate on or before the 10th day of every month fixed for the same by the Engineer-in-Charge. The contractor shall be entitled to be paid any such interim payment if the gross work certified in the bill of payment/ adjustment of advances for material collected, if any, exceeds the amount of payment is less than the amount specified in Schedule 'F', in which case the bill of payment shall be prepared on the appointed date of the month after the work is completed or achieved. The Engineer-in-Charge shall arrange to have the bills of payment prepared causing to be taken, where necessary, the requisite measurements. In the event of the failure of the contractor to submit the bills, the Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claim for interest or delays on payment including that of interest shall be payable to the contractor. The amount on account of amount admissible shall be made by the Engineer-in-Charge of the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount of such interim payment by 10th working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Assistant Engineer together with the amount of the bill issued by the Corporation, or dismantled materials, if any. In the event of the bill at the headquarters of the Engineer-in-Charge the period of ten working days shall be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of interim payment only and shall not preclude the requiring of bad, defective or unskilled work to be rejected, removed, taken away and reworked. Any certificate given by the Engineer-in-Charge relating to the work done shall be delivered forming part of such payment may be modified by subsequent such certificate(s) or by the final certificate and shall not be conclusive evidence that any work or materials to which it relates conform with the contract and specifications. Any such interim payment, or any part thereof, shall not in any respect conclude, determine or affect in any way power of the Engineer-in-Charge under the contract or any of such payments be treated as final or adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion in the event of the work continue to be made as herein provided as per clause - 2, without prejudice to the power of the Corporation to take action under the terms of this contract.

sanitary arrangements required for his/their work people on the execution of the works as shall have been erected contractor(s) and cleaned off the dirt from all wood work, doors, other parts of the building, in, upon, or about which the work which he may have had possession for the purpose of executing the work shall have been measured by the Engineer-in-Charge. If the contractor fails to comply with the requirements of this clause as to removal of materials and rubbish and all huts and sanitary arrangements and dirt off dirt on or before the date fixed for the completion of work, he may at the expense of the contractor remove such scaffolding, rubbish etc. and dispose of the same as he thinks fit and as aforesaid, and the contractor shall have no claim in respect of materials as aforesaid except for any sum actually realised by the

#### CLAUSE 8A

Contractor to Keep Site Clean	When the annual repairs and maintenance of works are carried out, droppings from white washing, color washing, painting etc. on walls shall be removed and the surface cleaned simultaneously with other items of work in the individual rooms, quarters or premises etc. without waiting for the actual completion of all the other items of work. 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 departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.
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#### CLAUSE 8 B

Completion Plans to be Submitted by the Contractor	The contractor shall submit completion plan as required vide G.O. No. 150/1972 Electrical works (Part-I internal) 1972 and (Part-II External) 1972 within thirty days of the completion of the work.
	In case, the contractor fails to submit the completion plan as required, he shall be liable to pay a sum equivalent to 2.5% of the value of the work as fixed by the Engineer-in-Charge/Chief Consultant (Technical) concerned and in this respect the Superintending Engineer/ Chief Consultant (Technical) shall be the final authority against the contractor.

#### CLAUSE 9

Payment of Final Bill	The final bill shall be submitted by the contractor in the same manner as interim bills within three months of physical completion of the work or within three months of the date of the final certificate of completion furnished by the Engineer-in-Charge/Chief Consultant (Technical) whichever is earlier. No further claims shall be made by the contractor after the submission of the final bill.
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#### CLAUSE 9 A

**Payment of  
Contractor's  
Bills to  
Banks**

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

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

#### CLAUSE 10

**Materials  
supplied by  
Corporation**

Materials which the Corporation will supply in rare case are specified in the schedule which also stipulates quantum, place of issue and rate(s) to be paid for the same thereof. The contractor shall be bound to procure them from the Corporation.

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

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

The contractor shall submit along with every running bill (on a monthly basis) a material wise reconciliation statements supported by complete certificate of total issue, total consumption and certified balance (diameter/size/weight) of materials.

decided not to take back the stores/materials the contractor shall not be entitled to any compensation on any account of such stores/materials so supplied and not used by him or for any wastage in or damage to in such

On being required to return the stores/materials, the contractor shall be liable to return 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 at the time of return for credit to the contractor, however, shall be at the price prevailing at the time of return exceeding the amount charged to him, excluding the storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to the amount payable to account for contravention of the terms of the licences or permits, be liable to the Corporation for all advantages and benefits which in the usual course would have resulted to him by reason of the contract. Provided that the contractor shall in no case be entitled to any compensation for damages on account of any delay in supply or non-supply of stores/materials and stores provided further that the contractor shall be liable to complete the entire work if the materials are supplied by the Corporation within the time specified for completion of the work plus 50% thereof or schedule time whichever is more if the time of completion of work exceeds 12 months. If the materials only has been supplied within the aforesaid period, the contractor shall be bound to do so much of the work as may be possible within the period stores supplied in the aforesaid period. For the completion 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 used. 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 the Engineer-in-Charge in writing. The contractor shall not be entitled for loading, transport, stacking of such unused material except for the extra lead, if any, from the original place of issue. Quantities issued in excess of requirement shall be done and not returned back to the department, recovery will be made at the contractor's rate.

#### CLAUSE 10 A

Materials to  
be provided  
by the  
Contractor

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

The contractor shall, at his own expense and without delay, supply and furnish Charge samples of materials to be used on the work and shall be liable to advance. All such materials to be provided by the Contractor shall conform to the specifications laid down or referred to in the contract. The contractor requested by the Engineer-in-Charge furnish proof, to the satisfaction of the

represented by the samples until the required tests or analysis of materials finally accepted by the Engineer-in-Charge. The Contractor shall be eligible for any claim or compensation either arising out of any defect or to any corrective measures required to be taken on account of any defect of materials.

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

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

#### **CLAUSE 10 B**

**Secured Advance  
on Non-perishable  
Materials**

- i) The contractor, on signing an indenture in the form to be provided by the Engineer-in-Charge, shall be entitled to be paid during the execution of the work up to 75% of the assessed value of advance on materials in the opinion of the Superintending Engineer / Chief Consultant. The advance shall be on nonperishable, non-fragile and noncombustible materials in accordance with the contract and on the site in connection with the work, adequately stored and/or protected against damage by weather, but which have not at the time of advance been incorporated in the work. Materials on account of which advance has been made and not incorporated in the work the amount of such advance shall be repaid to the Contractor from the next payment made under any or the clause or clauses of the contract.
- ii) Mobilization advance not exceeding 10% of the tendered amount.



expeditious execution of work and improve the quality of work. The advance shall be restricted to 5% of the tender value. In the case of purchase of plant and equipment to be purchased for the work the advance shall be restricted to the price of such new plant and equipment paid by the contractor. The contractor shall produce evidence satisfactory to the Engineer-in-Charge for the approval from Engineer-in-Charge. In the case of second hand plant and equipment, the amount of such advance shall be restricted to 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 a statement value of such old plant and equipment duly appraised by a Valuer recognized by the Central Board of Direct Taxes, Government of India, Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on the plant and equipment of value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid when plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same only after approval of Engineer-in-Charge.

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

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

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

The contractor shall insure the Plant and Machinery against fire and theft. The advance is sought and given, for a sum sufficient to provide for the insurance at site. Any amounts not recovered from the insurer shall be paid by the contractor.

Interest & iv) The mobilization advance and plant and machinery advance shall be simple interest and should be repaid to the Engineer-in-Charge within the period of 12 months from the date of completion of the work.

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

#### **CLAUSE 10 C**

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

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

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



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

$S_0$  = The all India wholesale price index for steel (BSEIDC) 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India.

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

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

Note : For the application of this clause, index of BSEIDC is chosen to represent steel group.

**Adjustment of Bitumen component**

(iii) Price adjustment for increase or decrease in the cost of work due to changes in rates for bitumen in accordance with the following formula:

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

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

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

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

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

**CLAUSE 10 CC**

Payment due to increase / Decrease in Prices / Wages after receipt of tender (Time of completion more than 18 months) Contract price shall be adjusted for increase or decrease in materials, fuels and lubricants in accordance with the following formula and as per formula given in the contract data :

(a) The price adjustment shall apply for the work done from the date of contract data upto end of the initial intended completion period granted by the Engineer and shall not apply to the work done after the stipulated time for reasons attributable to the contractor.

(b) Following expressions and meanings are assigned to the terms in this clause:

$R$  = Total value of work done during the month. It will be the sum of the

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

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

$L_0$  = The consumer price index for industrial workers preceding the date of opening of Bids as published by Ministry of Labour, Government of India.

$L_1$  = The consumer price index for industrial workers under consideration as published by Labour Bureau, 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. 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 consideration due to changes in rates for cement.

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

$C_1$  = The all India average wholesale price index for cement 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. 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 consideration due to changes in the rates for steel.

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

$S_1$  = The all India average wholesale price index for steel under consideration 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

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

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

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

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

(v) Price adjustment for increase or decrease in the cost of work shall be paid in accordance with the following formula.

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

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

$F_0$  = The official retail price of High Speed Diesel at consumer pumps of IOC at nearest center on the date of opening of Bids.

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

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

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

**Adjustment for Plant and Machinery Spares component**

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

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

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

$P_0$  = The all India wholesale price index for heavy machinery and plant for the 12 months preceding the date of opening of Bids as published by the Industrial Development Government of India, New Delhi.

$P_1$  = The all India average wholesale price index for heavy machinery and plant for the month under consideration as published by the Industrial Development Government of India, New Delhi.

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

$M_1$  = The all India wholesale price index (all commodities) for consideration as published by Ministry of Statistics and Government of India, New Delhi.

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

The following percentages will govern the price adjustment:

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

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

#### CLAUSE 10 D

Dismantled Material Govt. Property	The contractor shall treat all materials obtained during excavation of the site for a work, etc. as Employer's property and shall dispose off to the best advantage of Employer according to the
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#### 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 a proper and workmanlike manner both as regards materials and other work in accordance with the specifications. The contractor shall also comply faithfully to the design, drawings and instructions in writing in reference to the Engineer-in-Charge and the contractor shall be furnished with the contract documents together with specification, designs, etc. which are not included in the standard specifications of Public Works Department, Schedule 'F' or in any Bureau of Indian Standard or any other, or, Schedule of Rates or any other printed publication referred to
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The contractor shall comply with the provisions of the contract and shall diligently execute and maintain the works and provide all labour and plants including for measurements and supervision of all works and things of temporary or permanent nature required for such execution so far as the necessity for providing these, is specified or is required in the contract. The Contractor shall take full responsibility for adequacy

omissions, additions or substitutions shall form part of the contract thereon and any altered, additional or substituted work which is directed to do in the manner specified above as part of the work shall be done by the contractor on the same conditions in all respects including price to do the main work except as hereafter provided.

- 12.1 The time for completion of the works shall, in the event of any increase in additional cost over the tendered value sum being requested by the contractor, as follows :
- i) In the proportion which the additional cost of the substituted work, bears to the original tendered value
  - ii) 25% of the time calculated in (i) above or such further time as may be considered reasonable by the Engineer-in-Charge or any other competent authority

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

**Deviation,  
Extra items  
and Pricing**

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

**Deviation,  
Substituted  
Items, Pricing**

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



in question within one month of expiry of the said period of five years or the market rates or current schedule of rate.

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

12.5 For the purpose of operation of Schedule 'F' the following work shall be included relating to foundation :

- i) For buildings, compound walls plinth level or 1.2 meters whichever is lower excluding items of flooring and concrete below the floors.
- ii) For abutments, piers, retaining walls of culverts and reservoirs the bed of floor level.
- iii) For retaining walls where floor level is not determined the average ground level or bed level.
- iv) For Roads all items of excavation and filling including tree

12.6 Any operation incidental to or necessary has to be in contemplation of the tender, or necessary for proper execution of the item included in the schedule of rates mentioned above, whether or not, the description of the item and the relevant specifications, shall be included in the rates quoted by the tenderer or the rate given in the said schedule 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 reduce the scope of the works for any reason whatsoever and if the contractor or any part of the works to be carried out, the Engineer-in-Charge shall write in writing to that effect to the contractor and the contractor shall accept the same. The contractor shall have no claim to any payment of cost or profit whatsoever, on account of any profit or advantage which he may have derived from the execution of the works in full but which he did not derive in consequence of the whole or part of the works.

The contractor shall be paid at contract rates for works executed up to the date of

### CLAUSE 14

Cancellation of contract in full or

If the contractor :

i) at any time makes default in proceeding with the works

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- iv) Shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration as an inducement or reward for doing or forbearing to do any act or forborne to do any act in relation to the obtaining or execution of any contract for Government / Corporation; or
- v) Shall enter into a contract with Corporation in connection with which has been paid or agreed to be paid by him or to his agent the particulars of any such commission and the terms of payment have not previously disclosed in writing to the Accepting Authority/Engineer-in-Charge;
- vi) Shall obtain a contract with Corporation as a result of which he has used non-bonafide methods of competitive tendering; or
- vii) Being an individual, or if a firm, any partner thereof, shall be adjudged insolvent or have a receiving order or order for the liquidation of his estate made against him or shall take any proceedings for a composition (other than a voluntary liquidation for the purpose of reconstruction) under any Insolvency Act for the time being in force or any conveyance or assignment of his effects or composition for the benefit of his creditors or purport so to do, or if an individual, shall be under any Insolvency Act for the time being in force for the liquidation of his estate or if a trust deed be executed by him for benefit of his creditors;
- viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager shall be appointed or debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager;
- ix) Shall suffer an execution being levied on his goods and effects for a period of 21 days; or
- x) Assigns, transfers, sublets (engagement of labour on a contract for labour with materials not to be incorporated in the work, sub-contracting or subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the written approval of the Competent Authority;

The Competent Authority may, without prejudice to any other powers which shall have accrued or shall accrue hereafter to Government, by writing to cancel the contract as a whole or only such part thereof as may be from the Contract.

suffered by the Corporation as aforesaid after allowing su  
prejudice to any other right or remedy available to the Corpora  
from any moneys due to the contractor on any account, and  
sufficient the contractor shall be called upon in writing and sh  
same within 31 days.

If the contractor fails to pay the required sum within the aforesaid  
Engineer-in-Charge shall have the right to sell any or all of  
materials, constructional plant, implements, temporary building  
proceeds of sale thereof towards the satisfaction of any sums  
under the contract and if thereafter there be any balance i  
contractor, it shall be recovered in accordance with the provision

Any sums in excess of the amounts due to Employer  
constructional plant, etc., shall be returned to the contractor, pro  
or anticipated cost of completion by the Corporation of the work  
less than the amount which the contractor would have been pa  
works or part of the works, such benefit shall not accrue to the c

#### CLAUSE 15

Suspension of Work i) The contractor shall, on receipt of the order in writing of  
(whose decision shall be final and binding on the c  
progress of the works or any part thereof for such time  
the Engineer-in-Charge may consider necessary so as n  
or injury to the work already done or endanger the safe  
following reasons :

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

The contractor shall, during such suspension, pro  
the works to the extent necessary and carry out  
that behalf by the Engineer-in-Charge.

- ii) If the suspension is ordered for reasons (b) and (c) in  
contractor shall be entitled to an extension of time equ  
such suspension PLUS 25%, for completion of the ite  
work for which a separate period of completion is specif  
which the suspended work forms a part, and;

#### CLAUSE 16

Action in case Work not done as per Specifications All works under or in course of execution or executed in pursua  
at all times be open and accessible to the inspection and super  
in-Charge, his authorised subordinates in charge of the work

the work which are unsound or of a quality inferior to that contracted for in accordance with the contract the contractor shall, on demand in writing made within the period specified in schedule – F of contract data, make good the Charge specifying the work, materials or articles complained of or replaced. If the same may have been passed, certified and paid for forthwith, the contractor shall reconstruct the work so specified in whole or in part, as the case may be, or in case may be, remove the materials or articles so specified and replace them with new and suitable materials or articles at his own charge and cost. If the contractor failing to do so within a period specified by the Engineer-in-Charge on demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work) in default.

In such case the Engineer-in-Charge may not accept the item complained of, if not applicable under the contract but may accept such items at his discretion. The competent authority may consider reasonable during the preparation of interim or final bill if the item is so acceptable without detriment to the structure of the item and the structure and incidental items rectified, or removed, or replaced at the risk and cost of contractor. Decision of the Engineer-in-Charge in writing in respect of the same will be final and binding on the contractor.

## **CLAUSE 17**

**Contractor  
Liable for  
Damages,  
defects during  
maintenance  
period**

If the contractor or his working people or servants shall break, damage or destroy any part of building in which they may be working, or any built-up structure, fence, enclosure, water pipe, cables, drains, electric or telephone lines, or grass or grassland, or cultivated ground contiguous to the premises, or any part is being executed, or if any damage shall happen during the progress, from any cause whatever or if any defect, shrinkage or distortion of the work within defect liability period after a certificate of final completion shall have been given by the Engineer-in-Charge as a result of defect or improper materials or workmanship the contractor shall be liable to give notice in writing on that behalf make the same good at his own expense. If the Engineer-in-Charge cause the same to be made good by other means, the contractor shall be liable to pay the expense from any sums that may be due or at any time there may be due to the contractor, or from his security deposit except for the cost of the asphaltic work which is governed by sub-para (iii) of clause 35 of the contract thereof or of a sufficient option thereof. The security deposit of the contractor shall be refunded before the expiry of defect liability period after the final bill is passed or final or otherwise, of completion of work, or till the final bill has been passed whichever is later.

entitled to be satisfied, or which he is entitled to require together to and from the work. The contractor shall also supply without number of persons with the means and materials, necessary for out works, and counting, weighing and assisting the measurement any time and from time to time of the work or materials. Failing may be provided by the Engineer-in-Charge at case to the contract or otherwise and/or from his security deposit or the proceeds 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) Workmen's Compensations Act, 1923, Government is obliged to workman employed by the contractor, in execution of the work recover from the contractor the amount of the compensation prejudice to the right of the Government under sub-section (2) of Act, Government shall be at liberty to recover such amount deducting it from the security deposit or from any sum due contractor whether under this contract or otherwise. Government contest any claim made against it under sub-section (1) Section except on the written request of the contractor and upon his giving security for all costs for which Government might become liable contesting such claim.
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#### CLAUSE 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) Act, 1971, Government is obliged to pay any amounts of wages to a contractor in execution of the works, or to incur any expenditure health amenities required to be provided under the above said Clause 19H or under the P.W.D. Contractor's Labour Regulations framed by Government from time to time for the protection arrangements for workers employed by P.W.D. Contractors, Government the contractor the amount of wages so paid or the amount of expenditure without prejudice to the rights of the Government under sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, Government shall be at liberty to recover such amount or any part from the security deposit or from any sum due by Government contractor under this contract or otherwise Government shall not be bound against it under sub-section (1) of Section 20, sub-section (4) of the Contract Labour (Regulation and Abolition) Act, except on the written request of the contractor and upon his giving full security for all costs for which Government might become liable claim.
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The contractor shall also comply with the provisions of the building Workers (Regulation of Employment & Conditions of Service) Act, 1947 and other Construction Workers Welfare Cess Act, 1996.

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

#### **CLAUSE 19 A**

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

#### **CLAUSE 19 B**

##### **Payment of Wages**

##### **Payment of wages :**

- i) The contractor shall pay to labour employed by him or his sub-contractors, wages not less than fair wages as determined by the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provision to the contrary, cause to be paid fair wage to labour indirectly employed including any labour engaged by his sub-contractors in the execution of the work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed for the performance of the contractor's part of this contract, the contractor shall with or cause to be complied with the Public Works Department's Labour Regulations made by Government from time to time. The payment of wages, wage period, deductions from wages, over payment and deductions unauthorisedly made, maintenance of wage slips, publication of scale of wages and other terms and conditions of employment and submission of periodical returns and all other matters shall be as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable.
- iv) a) The Engineer-in-Charge concerned shall have the authority to deduct from the moneys due to the contractor any sum required for making good the loss suffered by the Government on account of the reason of nonfulfilment of the conditions of the contract.

- vi) The contractor shall indemnify and keep indemnity payments to be made under and for the observance of the P.W.D. Contractor's Labour Regulations without claiming indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of the 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 less than such wage, such wage shall be paid by the contractor directly without the intervention of Jamadar and the contractor is entitled to deduct or recover any amount from the wages of the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of deduction is deducted or recovered by the Jamadar from the wages of the workmen.

#### CLAUSE 19 C

In respect of all labour directly or indirectly employed in the work under the contractor's part of this contract, the contractor shall at his own expense provide for all facilities in connection therewith. In compliance with the safety provisions as per P.W.D. Safety Code framed from time to time, the contractor shall make arrangement and provide necessary facilities as aforesaid. In default, a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge shall have liberty to make arrangement and provide facilities as aforesaid at the expense 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 and rules framed there under other labour laws related to the work.

#### CLAUSE 21

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written consent of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract or become insolvent or commence any insolvency proceedings or if he or any of his creditors or attempt to do so, or if any bribe, gratuity, gift, or other pecuniary advantage, shall either directly or indirectly be offered by the contractor, or any of his servants or agent to any person in the employ of Corporation in any way relating to his office or if any officer or person shall become in any way directly or indirectly connected with the Engineer-in-Charge on behalf of the M.D. of Corporation shall be deemed to be in breach of the contract and the consequences specified in the said Clause 3 hereof in the interest of Corporation shall be applicable to the contractor.

approval as aforesaid shall likewise be obtained before the c  
partnership agreement where under the partnership firm would h  
the works hereby undertaken by the contractor. If previous app  
obtained, the contract shall be deemed to have been assigned i  
21 thereof and the same action may be taken, and the same cons  
provided in the said Clause 21.

#### **CLAUSE 24**

**Approval of  
Engineer In  
charge**

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

#### **CLAUSE 25**

**Settlement of  
Disputes &  
Arbitration**

Except where otherwise provided in the contract all questions an  
meaning of the specifications, design, drawings and instructions  
and as to the quality of workmanship or materials used on the  
question, claim right matter or thing whatsoever in any way ari  
contract, designs, drawings, specifications, estimates, instru  
conditions or otherwise concerning the works or the execution  
same whether arising during the progress of the work or after the  
completion or abandonment thereof shall be dealt with as mention

- i) If the contractor considered any work demanded of  
requirements of the contract, or dispute any drawings, rec  
writing by the Engineer-in-Charge on any matter in connect  
the contract or carrying out of the contract or carrying  
unacceptable, he shall promptly within 7 days requ  
Engineer/Chief consultant(Technical) in writing for written  
Thereupon, the Superintending Engineer shall give his writte  
within a period of fifteen days from the receipt of the contract

If the Superintending Engineer/Chief consultant(Techn  
instructions or decision in writing within the aforesaid perio  
dissatisfied with the instructions or decision of the Super  
consultant(Technical), the contractor may, within 15 c  
Superintending Engineer's decision, appeal to the Chief Ex  
afford an opportunity to the contractor to be heard if it stat



notice for appointment of arbitrator and giving reference to the Chief Executive Officer of the appeal.

It is also a term of this contract that no person other than the Managing Director of the Corporation as aforesaid should be held responsible for any reason that is not possible, the matter shall not be referred to all.

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

The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (26 of 1996) or any amendment or re-enactment thereof and the rules made there under and 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 by the parties, they shall be paid equally by both the parties.

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

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

#### CLAUSE 26

Contractor to  
indemnify Govt.  
against Patent  
Rights

The contractor shall fully indemnify and deep indemnified the Government against any action, claim or proceeding relating to infringement of design or any alleged patent or design rights and shall pay any damages payable in respect of any article or part thereof included in the claim. Any claims made under the action brought against Government shall be a matter as aforesaid the contractor shall be immediately released. The contractor shall be at liberty, at his own expense, to settle any litigation that may arise therefrom, provided that the contractor shall indemnify the M.D. of Corporation if the infringement of the alleged patent or design right is the direct result of an order passed by the

#### CLAUSE 28

**Action where no Specifications are specified**

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

#### CLAUSE 29

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

It is an agreed term of the contract that the sum of money or sums withheld or retained under the lien referred to above 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 the claim arising out of or under the contract is finally decided by the arbitrator (if the contract is governed by the arbitration clause) or by the court, as the case may be and that the contractor will have no claim for damages whatsoever on any account in respect of such sum or sums withheld or retained under the lien referred to above and duly notified as such by the Engineer-in-Charge or the Corporation for the purpose of this clause, where the contractor is a partner or a member of a firm or a company, the Engineer-in-Charge or the Corporation shall also have a lien to retain towards such claimed amount or sums or in part from any sum or sums payable to the contractor under the contract.

### CLAUSE 29 A

Lien in respect of claims in other Contracts Any sum of money due and payable to the contractor (including but not limited to) under the contract may be withheld or retained by the Engineer-in-Charge or the Government or any other contractor through Engineer-in-Charge against any claim of the Engineer-in-Charge or such other person or persons in respect of payment of a sum of money or under any other contract made by the contractor with 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 by the Engineer-in-Charge or the Corporation or any other contractor under the same contract or any other contract is either mutually agreed upon by the contractor and the Engineer-in-Charge or the Corporation or by the arbitration clause or by the competent court, as the case may be. The contractor shall have no claim for interest or damages whatsoever on any other ground in respect of any sum of money withheld or retained and duly notified as such to the contractor.

### CLAUSE 30

Unfiltered water supply The contractor(s) shall make his/their own arrangements for water supply 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 drinking and for the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-Charge shall make alternative arrangements for water supply 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 the contract, all materials for the execution of the contract are procured by the Corporation either by issue from Corporation stocks or by purchase through orders or permits or licences issued by Corporation the contractor shall use said materials economically and solely for the purpose of the contract. On completion of the contract, the contractor shall dispose of them without the written permission of the Corporation. If required by the Engineer in Charge, all surplus or unused materials may be left with him after the completion of the contract. On any reason whatsoever on being paid or credited such amount to the Engineer-in-Charge shall determine having due regard to the condition of the materials, the price allowed to the contractor however shall not exceed the cost of the materials to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final.

the contractor. If the contractor requires any item of T & P not available will, if such item is available, hire it to the contractor as agreed upon between him and the Engineer-in-Charge. The conditions hereunder for issue of T & P shall also be applicable if it is agreed to be issued.

- ii) Plant and Machinery when supplied on hire charges shall be made over and taken back at the departmental equipment Schedule 'C' and the contractor shall bear the cost of carrying the plant and machinery to the site of work and back. The contractor shall be responsible for all damage caused to the said plant and machinery in the condition in which it was handed over. He shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise or for any damage to or loss of plant and for all losses due to his failure to return soon after the completion of the work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the contractor to the extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued to the contractor and if required by the contractor. The contractor shall arrange for the work according to the availability of the plant and machinery. Any delay whatsoever, will be entertained from him for any delay in completion of the work. The Corporation.
- iv) The hire charges shall be recovered at the prescribed rates at the date the plant and machinery made over up to and including the date of return in good order even though the same may not have been returned in good order except major breakdown due to no fault of the contractor requiring more than three working days continuously (including holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer in Charge when the plant and machinery gets out of order requiring major repairs as aforesaid. The Engineer in Charge shall record the date and time of receipt of such intimation. The period of the plant or machinery. Based on this if the breakdown occurs in the period or major breakdown will be computed considering the date of receipt on the day of complaint. If the breakdown occurs in the period of the plant or machinery breakdown will be computed starting from the next working day. In the event of a dispute under this clause the decision of the Superintendent of the work shall be final and binding on the contractor.

- vii) Ordinarily, no plant and machinery shall work for more inclusive of one hour lunch break. In case of an urgent work the Engineer in Charge may, at his discretion, allow the plant to be worked for more than normal period or 8 hours a day. In this case, charges for overtime to charge  $(1/8)$ th of the daily charges or half day's normal charges on any particular day. For work for over time a period of half an hour and above will be charged and a period of less than half an hour will be ignored.
- viii) The contractor shall release the plant and machinery for periodical servicing and/or wash out which may take about 2 hours more. Hire charges for full day shall be recovered from the contractor of servicing/Wash out irrespective of the period employed in the same.
- ix) The plant and machinery once issued to the contractor shall remain with him on account of lack of arrangements of labour and material. The same will be returned only when they are required for the work. In the opinion of the Engineer in Charge the work or a portion of the same was issued is completed.
- x) Log Book for recording the hours of daily work for each of the plant supplied to the contractor will be maintained by the contractor and countersigned by the contractor or his authorised agent. If the contractor contests the correctness of the entries and/or facts, the decision of the Engineer-in-Charge shall be final and the charges will be calculated according to the entries in the Log Book binding on the contractor. Recovery on account of hire of plant shall be made for the minimum number of days worked out by the contractor a roller can consolidate per day and maximum quantity of work surfacing as noted against each in the annexed statement (Annexure).
- xi) In the case of concrete mixers, the contractors shall arrange to clean and the drum washed at the close of the work each day.
  - a) In case rollers for consolidation are employed by the contractor, a log book for such rollers shall be maintained in the same manner as in the case of departmental rollers, maximum quantity of any one roller for each roller day shall also be same as in Annexure to the tender. Use of rollers recovery for the less roller days shall be made at the 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 liable for damage caused to the said plant and machinery at the site while in operation or otherwise or during transit including damage

taking delivery at the place of issue, he may return it after 15 days or at any time without notice if he agrees to pay hire charges for 15 days without in any way affecting the right of the Engineer-in-Charge to use said plant and machinery during the said period of two days if hiring out to a third party.

### **CLAUSE 33**

Contractors Superintendence, Supervision, Technical Staff & Employees

**Employment of  
Technical Staff  
and employees**

- i) The contractor shall provide all necessary superintendence, supervision, technical staff and employees for the work and as along thereafter as may be necessary for the fulfilment of obligations under the contract.

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

If the contractor (or any partner in case of firm/company) is not qualified by his qualifications, it will not be necessary for the said contractor to provide a principal technical representative but the contractor shall designate a responsible agent to represent him and to be present at the site. If the contractor is not in a position to be so present. All the provisions of this clause for principal technical representative under the Clause will also apply to the responsible agent in a case to contractor or his responsible agent. The responsible agent, representative and/or the contractor or his responsible agent shall be actually available at site at least two working days every week and shall be determined in advance and also during recording of measurements and whenever so required by the Engineer-in-Charge by a written order. He shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and in the site order book for measurements. There shall be no objection if the representative is engaged in more than one work and not more than three works in the

with every on account bill/fixed bill and shall produce evidence as required by the Engineer-in-Charge.

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

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 remove from the works any person who in his opinion may be incompetent or negligent in the performance of his duties or who is otherwise considered by the Engineer in Charge to be unsuitable. He 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 possible by competent substitutes.

#### CLAUSE 34

- i) Sales Tax or any other tax on materials in respect of this contract shall be paid by the contractor according to law in effect.
- ii) The contractor shall deposit royalty and obtain necessary permits for extraction of red earth, moorum, sand chips bajri, stone, kankar, etc. from the Government.
- iii) If pursuant to or under any law, notification or order any tax or levy becomes payable to the Government of India and does not become payable by the contractor to the State Government/ Local Government, any material used by the contractor in the works then in the future shall be lawful to the Government of India and it will have the right to recover the amount paid in the circumstances as aforesaid from 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 as provided in respective statutes. However, pursuant to the Constitution of India, 1982, if any further tax or levy is imposed by Statute, after the receipt of tender including extensions if any and the contractor has not necessarily and properly pays such taxes/levies then the contractor shall be reimbursed the amount so paid, provided such payment is approved in opinion of the Engineer in-Charge ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work. |
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### **CLAUSE 36**

**Imprisonment  
of Contractor**

If the contractor is imprisoned, becomes insolvent compound w receiving order made against him or carries on business under a of the creditors or any of them, or being a partnership firm becom a company or corporations goes into liquidation or commences being a voluntary winding up for the purpose only of amalgamatio department shall be at liberty.

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

### **CLAUSE 37**

**Termination  
of Contract  
on death of  
contractor**

Without prejudice to any of the rights or remedies under this co dies, the Competent Authority on behalf of the BSEIDCo. sha terminating the contract without compensation to the contractor a their legal heir/heirs that they are not going to be in this profession

### **CLAUSE 38**

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

The contractor shall not be permitted to tender for works in the for award and execution of contracts) in which his near relative officer in any capacity. He shall also intimate the names of pers with him in any capacity or are subsequently employed by hi relatives to any Officer in the BSEIDCo.. Any breach of this condi of this Corporation shall lead to blacklisting. If the contractor is r department, he shall be debarred from tendering in BSEIDCo. for condition.

NOTE : By the term "near relatives" is meant wife, husband, pa children and grand children, brothers and sisters, uncles, aunt corresponding in law.

### **CLAUSE 39**

**No-Gazetted-  
Engineer to work  
as Contractor  
within two years  
of retirement**

No engineer of gazetted rank of other gazetted officer emp administrative duties in an engineering department of the Govern as a contractor or employee of a contractor for a period of two y from government service without the previous permission of Sta



same shall be calculated on the basis of standard formulae as per the Engineer in Charge.

b) Theoretical quantity of steel reinforcement of structure shall be taken as the quantity required as per design or as per the Engineer in Charge, including authorised lappages, chairs etc. If the contractor cuts or cutting into pieces, such theoretical quantity being the same as with the actual issues each diameter wise, section wise separately.

c) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation of 5% specified in Schedule 'F'. The difference in the net quantities of materials between the contractor and the theoretical quantities including such a variation 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, the effect shall be recovered at the rates specified in Schedule 'F'. The provision of the relevant conditions regarding return of materials shall be the Decision of Engineer in Charge in regard to theoretical quantities of materials should have been actually used as per the Annexure of the standard specifications. Recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.

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

iii) The said action under this clause is without prejudice to the right of the Engineer in Charge to take action against the contractor under any other conditions of contract or 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 returned to the contractor after six months of completion. However, the remaining half amount of security will be returned after completion of defect liability period. The Engineer in Charge has certified that all defects notified by him to the contractor during this period have been corrected and also after recovery of any damage.
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#### CLAUSE 42

Responsibility of Technical Staff and employees	Technical officers / staff deployed by the Contractor at any time shall be responsible for inferior quality / poor performance of any work. If such a complaint is circulated to all works Department of the State Govt. to debar the contractor, the name is being proposed by other contractor.
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#### CLAUSE 43

Contractor's Risks	All risks of loss of or damage to physical property and of persons employed shall arise during and in consequence of the performance of the contract. Excepted risks are the responsibility of the Contractor.
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- (d) personal injury or death.

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

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

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

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

#### **CLAUSE 45**

**Cash Flow  
Estimate to  
be Submitted**

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

#### **CLAUSE 46**

**Safety, Security  
and Protection of  
the Environment**

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

- (a) have full regard for the safety of all persons entitled to be upon the Site (so far as the same is under his control) and the Works (so far as the same are completed or occupied by the Employer) in an orderly manner, and in the avoidance of danger to such persons,
- (b) Provide and maintain at his own cost all lights, guards, fences, barriers, and watchmen and where necessary or required by the Engineer, shall be under the authority, for the protection of the Works or for the safety and health of the Contractor or others, and
- (c) take all reasonable steps to protect the environment on and around the Site from damage or nuisance to persons or to property of the public by pollution, noise or other causes arising as a consequence of his operations.

#### **CLAUSE 47**

**Cost of**

All samples shall be supplied by the Contractor at his own cost, unless clearly intended by or provided for in the Contract.

- (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 placed at any place other than the Site or the place of manufacture, fabrication of materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the requirements of the Contract to the satisfaction of the Engineer, then the Contractor shall be liable to bear the cost 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 required by the Engineer, after receipt by him of a notice to this effect from the Engineer, within the time stated in the Appendix to Tender after the date of receipt of the Tender. Thereafter, the Contractor shall proceed with the Works with all due diligence and without delay.

#### CLAUSE 51

Substantial  
completion of  
parts

If any part of the Permanent Works has been substantially completed, the Contractor shall pass a Test on Completion prescribed by the Contract, and obtain a Taking-Over Certificate in respect of that part of the Permanent Works and, upon the issue of such Certificate, the Contractor shall have undertaken to complete with due expedition any outstanding parts 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 caused by or arising out of acts of GOD such as Unprecedented flood, Volcanic eruption, earthquake, convulsion of nature and other acts such as general/ partial strike, war, government employees/ invasion, the act of foreign countries, civil disturbances, operations before or after declaration of war, rebellion/ military operations, which prevent performance of the contract and which could not have been prevented by a prudent person.

#### CLAUSE 53

Recovery

Force Majeure

Any amount found recoverable from the contractor shall be recovered from him under the Bihar Public Demand Act, without prejudice to any other rights or remedies available to the Employer.

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**SECTION 4**  
**CONTRACT DATA**  
**(PROFORMA OF SCHEDULES)**

**PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied separately to each

**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 QUANTITIES		
		Quantity	Unit	
				In figure
1	2	3	4	5

**SCHEDULE 'B' : N.A.**

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

S. No.	Description of item	Quantity	Rates in figures & which the material charged to the contractor
1	2	3	4

**SCHEDULE 'C' : N.A.**

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charge per
1	2	6

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## CLAUSE 10 CC

Component of Cement-  
expressed as percent of total value of work. Pc

Component of Steel-  
expressed as percent of total value of work. Ps

Component of civil (except cement & steel)/  
Electrical construction Materials expressed  
as percent of total value of work- Pm

Component of Bitumen -  
expressed as percent of total value of work. Pb

Component of Labour-  
expressed as percent of total value of work. Pl

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

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

## SCHEDULE 'F'

Reference to General Condition of Contract.

Name of work: Renovation of Proposed School Building in Bihar,

Estimated cost of work : Rs. 15306521 (Rupees One Crore Fifty  
Five Hundred Twenty One Only.)

- i) Earnest money : Rs. 3.06 Lac (Rupees Three Lac Six Thous
- ii) Performance Guarantee: 2% of tendered value including ear
- iii) Security Deposit : 8 % of tendered value.e
- iv) Defect Liability period: Three Years.
- v) Rate of Interest : 14.5 %

GENERAL RULES AND : Officer inviting tender : Managing

2(xii) Department &amp; Employer

BSEIDC, P

9(ii) Standard PWD Contract Form

PWD 2/3 as

## Clause 1

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

## Clause 2

Authority for fixing compensation under clause 2.

Ma

## Clause 2A

Whether Clause 2A shall be applicable

## Clause 5

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

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)	A cas
1.			
2.			
.			
.			

AND

Sl. No.	Financial Progress	Time allowed (from date of start)	A cas
1.	1/8 <sup>TH</sup> (of whole work)	1/4 <sup>TH</sup> (of whole work)	In t
2.	3/8 <sup>TH</sup> (of whole work)	1/2 <sup>TH</sup> (of whole work)	the
3.	3/4 <sup>TH</sup> (of whole work)	3/4 <sup>TH</sup> (of whole work)	ass pay

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**Clause 7**

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Rs 7.00 Lac

**Clause 10CC**

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

**Clause 11**

Specifications to be followed for execution of work

Yes

**Clause 12**

Deviation, variation  
Extent and pricing.

As per P.W.  
clause 182  
293XVII & 2

**Clause 16**

Competent Authority for  
deciding reduced rates.

Chief Engineer

- The following document also form part of the contract.

SBD , MIT & B.O.

- The law, which applies to the contract, is

The Law of Union

- The court of jurisdiction

Patna.

- The Language of contract document

English

- The limit of sub-contracting

- The Currency of the Contract is

Indian Rupees



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

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

SECTION 7

BILL OF QUANTITY

(Attached with Financial bid

## BILL OF QUANTITIES

### Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimates given to provide a common basis for bidding. The basis of actual quantities of work ordered and carried out, as measured and verified by the Engineer and valued at the rates and prices in the priced Bill of Quantities, where applicable, and otherwise as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall be as it is otherwise provided under the Contract, including labour supervision, materials, erection, maintenance, insurance, duties, together with all general risks, liabilities and obligations in the Contract.
4. The rates and prices shall be quoted entirely in Indian Rupees.
5. A rate whole cost of complying with the provisions of the Contract included in the items provided in the priced Bill of Quantities are provided the cost shall be deemed to be distributed and entered for the related Items of Work.
6. The whole cost of complying with the provisions of the Contract in the items provided in the priced Bill of Quantities, are provided the cost shall be deemed to be distributed and entered for the related Items of Work.
7. General directions and descriptions of work and materials shall be repeated or summarized in the Bill of Quantities. References to sections of the contract documentation shall be made and prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for the Bill of Quantities shall be as follows:

## BILL OF QUANTITIES

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

Note :

1. Item for which no rate or price has been entered in the bill of quantities shall be deemed covered by the Employer when executed and shall be deemed covered by the prices in the bill of quantities
2. Unit rates and prices shall be quoted by the bidder in the bill of quantities

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

## BID SECURITY (BANK GUARANTEE UNCO

WHEREAS, \_\_\_\_\_ [name of  
"the Bidder") has submitted his Bid dated \_\_\_\_\_  
construction of \_\_\_\_\_ [name of  
"the Bid"].

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_  
\_\_\_\_\_ [name of Bank] of \_\_\_\_\_  
our \_\_\_\_\_ registered \_\_\_\_\_ offic  
\_\_\_\_\_ (her  
are bound unto \_\_\_\_\_ [name of Emplo  
Employer") in the sum of \_\_\_\_\_ \*P  
truly to be made to the said Employer by the Bank itself, his s  
these presents.

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

THE CONDITIONS of this obligation are :

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

OR

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

- (a) fails or refuses to execute the Form of Agree  
Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Sec  
Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price

We undertake to pay to the Employer up to the above  
first written demand, without the Employer having to subst

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This Guarantee will remain in force up to a \_\_\_\_\_<sup>\*\*</sup> days after the deadline for submission of \_\_\_\_\_ stated in the Instructions to Bidders or as it may be extended by \_\_\_\_\_ which extension(s) to the Bank is hereby waived. Any demand in \_\_\_\_\_ should reach the Bank not later than the above date.

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

SIGNATURE \_\_\_\_\_

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

SEAL \_\_\_\_\_

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

\* The Bidder should insert the amount of the guarantee denominated in Indian Rupees. This figure should be the 16.1 of the Instructions to Bidders.

\*\* 45 days after the end of the validity period of the Bid, D \_\_\_\_\_ the Employer before the Bidding documents are issued.



## PERFORMANCE BANK GUARANTEE

To

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

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

AND WHEREAS it has been stipulated by you in the Contract  
Contractor shall furnish you with a Bank Guarantee by a receipt  
specified therein as security for compliance with his obligations under  
Contract;

AND WHEREAS we have agreed to give the Contractor such

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

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

We further agree that no change or addition to or other modification of  
the Contract or of the Works to be performed there under shall be made  
documents which may be made between your and the Contractor shall not  
us from any liability under this guarantee, and we hereby waive any such  
addition or modification.

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

Signature and Seal of the guarantor

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## UNCONDITIONAL BANK GUARANTEE FOR ADVANCE

To :

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

Gentlemen :

In accordance with the provisions of the Conditions of Contract ("Advance payment") of the above-mentioned Contract, \_\_\_\_\_ [name and address of Contractor] (hereinafter referred to as "Contractor") shall deposit with \_\_\_\_\_ [name of Bank] a bank guarantee to guarantee his proper and faithful performance under the Contract in an amount of \_\_\_\_\_ [amount in words].

We, the \_\_\_\_\_ [bank of \_\_\_\_\_] instructed by the Contractor, agree unconditionally and irrevocably as the primary obligator and not as Surety merely, to pay on demand without whatsoever right of obligation on our part and on the part of the Contractor, in the amount not exceeding \_\_\_\_\_ [amount in words] the bank guarantee]\* \_\_\_\_\_

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

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

INDENTURE FOR SECURED ADVANCE

FORM 31

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

This indenture made the \_\_\_\_\_  
20\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter  
which expression shall where the context so admits or implies the Contractor  
executors, administrators and assigns) or the one part and the Employer

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

AND WHEREAS the contractor has applied to the Employer for  
advance on the security of materials absolutely belonging to the Employer  
the site of the works the subject of the said agreement for use  
of the works as he has undertaken to execute at rates fixed for the  
of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor  
Rupees \_\_\_\_\_  
security of materials the quantities and other particulars of which are  
of Secured Advances attached to the Running Account bill for the  
the Contractor on \_\_\_\_\_ and the Employer has reserved the right  
making any further advance or advances on the security of other materials  
Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement  
in consideration of the sum of Rupees \_\_\_\_\_  
execution of these presents paid to the Contractor by the Employer  
the Contractor doth hereby acknowledge) and of such further advances  
made to him as a for said the Contractor doth hereby certify and  
President and declare as follows :

(1) That the said sum of Rupees \_\_\_\_\_  
Employer to the Contractor as aforesaid and all or part of the same  
advanced as aforesaid shall be employed by the Contractor  
expending the execution of the said works and for no other purpose

(2) That the materials details in the said Account of Secured Advances  
been offered to and accepted by the Employer as aforesaid

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

- (4) That the Contractor shall make at his own cost all such arrangements for the proper watch, safe custody and protection of the said materials and that until used in construction the said materials shall remain at the site of the said works in the possession of the Contractor on his own responsibility and shall at all times be open to the inspection of the Engineer or any officer authorized by him. In the event of any loss or part thereof being stolen, destroyed or damaged or being lost to a greater degree than is due to reasonable use and wear and tear, the Contractor shall forthwith replace the same with other materials of like quality and value or good the same required by the Engineer.
- (5) That the said materials shall not be any account be rendered for the said works except with the written permission of the Engineer or any officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the date of payment from the Employer of the price payable to him in accordance with the terms and provisions of the said agreement. Provide that when payments are made to the Contractor on account of the said works on occasion of each such payment the Employer will be at liberty to deduct from the Contractor's bill for such payment by deducting the value of the said materials that actually used in the construction of the said works. If recovery has not been made previously, the value of the said materials determined in respect of each description of materials shall be the amounts of the advances made under these presents were the Contractor to be repaid.
- (7) That if the Contractor shall at any time make any default in the observance in any respect of any of the terms and conditions of the said agreement or of these presents the total amount of the advances may still be owing of the Employer shall immediately on the date of such default be repayable by the Contractor to be the Employer with interest thereon at twelve per cent per annum from the date of the making of the advance or advances to the date of repayment and with all costs, damages and expenses incurred by the Employer in or for the enforcement of this security or otherwise by reason of such default.

- (a) Seize and utilise the said materials or any part thereof for the said works on behalf of the contractor in accordance with the said agreement and in that behalf contained in the said agreement debited to the contractor with the actual cost of effecting such completion and the balance is against the contractor, he is to pay demand.
  - (b) Remove and sell by public auction the seized materials and out of the moneys arising from the sale repayable or payable to the Employer under these conditions surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys owing out of the sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor, interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of the said agreement and the provisions of these presents shall any dispute or difference arising over the construction or the settlement of which has not been here-in-before the same shall be referred to the Employer whose decision shall be final and provision of the Indian Arbitration Act for the time being in force shall apply to such reference.

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Letter of Acceptance  
(Letterhead paper of the Employer)

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and address)

Dear Sirs,

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

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

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

To

\_\_\_\_\_  
(Name and

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in the tender documents and signing of the Contract for the construction of \_\_\_\_\_

Price of Rs. \_\_\_\_\_

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

You

(Signature, name and  
to sign on

## Agreement Form

### Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_(name and address of Employer)  
(name and address of contractor) hereinafter called "the Contractor"

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the meanings respectively assigned to them in the conditions of contract hereinafter mentioned, 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 hereinafter mentioned, the Contractor hereby covenants with the Employer to complete the Works and remedy any defects therein in conformity with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor the Price for the Execution and completion of the Works and the remedying thereof, the 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 read and construed as part of this Agreement :



In witnessed whereof the parties there to have caused  
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 \_\_\_\_\_

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## UNDERTAKING

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

\_\_\_\_\_  
(Signed by an Authorised Person)

BSWIDC, Patna

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SECTION 9  
DRAWINGS  
(To be Attached)

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SECTION 10  
DOCUMENTS TO BE FURNISHED BY  
(Attached)