

Name of Work - Renovation of ①
Schedule XLV - Form No. 61 Auditorium of Lalit Narayan
Mishra Institute of Economic Development
and Social Change. at Patna.

BIHAR PUBLIC WORKS DEPARTMENT

Name of Agency [Form No. F-2] New Age Acoustics.
ITEM RATE TENDER AND CONTRACT FOR WORKS Pvt. Ltd.

Agreement No. 397 F₂ of 2015-16.
General Rule and Direction for the guidance of Contractors.

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

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

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

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

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

5. The amount of earnest money to be deposited will be : -	Rs.
If the amount of the estimate does not exceed Rs. 2,000	50
If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000	100
If the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000	200
For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money	100

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

For NEW AGE ACOUSTICS PVT. LTD.

DIRECTOR

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

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

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

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

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

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

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

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

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

For NEW AGE ACOUSTICS PVT. LTD.

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

DIRECTOR

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

[h] Total number of item of work tendered for

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

(4)

FOR NEW AGE ACOUSTICS PVT. LTD.



Dated the _____ day of _____ 19____

witness :

Occupation

The above tender is hereby accepted by me on behalf of the Governor of Bihar

Dated the _____ day of _____, 19____

signature of the officer

accepting the tender

Acceptances communicated on.....

signature of the party

taking the tender

Compensation

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

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

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

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

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

For NEW AGE OPTICS PVT. LTD.

DIRECTOR

Sch. XLV-F. No. 61

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

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

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

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

contractor remains liable to pay compensation if action not taken under clause 2.

Power to take possession of or require removal of or sell contractor plant.

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

Extension of time

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

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For NEW AGE ACQUISITION
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DIRECTOR

Final certificate

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

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

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% may be necessary to make up the balance of the security. All such intermediate payment to the contractor shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the repudiation of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or recreated be considered as an admission of due performance of the contractor, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as so the final settlement or adjustment of the accounts or in any other way vary or affect the contract.

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

Stores supplied Government

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

For NEWAGE ACOUSTICS PVT. LTD.

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

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

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

Work to be executed
accordance with speci-
fication drawing other etc.

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

Alteration in specifications
and designation.

Do not invalidate contract

Time in consequence of
alteration

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

Rate for work not in
estimate or schedule of
rates of the district.

Clause 12 :- If at any time after the commencement of the work the Government of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawing, designs and instruction which shall involve any installment of the work as originally contemplated clause 12 (a) As contained in G O 1929 dated 11.9.56.

Compensation for alter-
ation in or restriction of
work to be carried out.

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

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For Manager B.S.E.I.D.C. Ltd.

Clause 12 (a) The contractor shall not be entitled to claim any compensation for loss suffered by him on account of delay by or on behalf of Government in the supply of materials as stores which the Government may have undertaken to supply where such failure is due to :-

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

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

Action and compensation payable in case of work.

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

Pay cert as a sub

Work to be taken to inspection

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

Contractor or responsible Agents to be present.

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

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Notice to be taken before work covered up.

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

FOR NEW AGE ACQUSTICS PVT. LTD.

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

24/11/2018

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

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

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

Contractor to supply to plantladder scaffolding etc.

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

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

Work not to be subject

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

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

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

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

For NEWADE AGOUSZIOS PVT. LTD.

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

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

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

Charges in constitution of firm.

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

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

Works to be under direction of Suprintending Engineer

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

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

Lum sum in estimate

(a) Clause 24 :- When the estimate on which a tender is made includes lump sum in respect of the contract shall be entitled to payment in respect of the items or work involved of the work in question the same rates as are payable under this contract such terms, for if the part of the work in question is not in the opinion of the Engineer-in-charge, capable of measurement the Engineer-in-charge, may at his direction pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provision of this clause.

Action where no specification.

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

Definition of works

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

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

Witness.

Contractor.

For NEW INDUSTRIES PVT. LTD.
2019.01.12.2.2

DIRECTOR

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

[illegible]

24an

Bihar State Educational Infrastructure Development Corporation Ltd.

BOQ FOR UPGRADED SECONDARY SCHOOLS IN BIHAR

Group No. : RENOVATION OF AUDITORIUM OF LALIT NARAYAN MISHRA INSTITUTE OF ECONOMIC DEVELOPMENT AND SOCIAL CHANGE AT PATNA.

TENDER FOR WORKS

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

MEMORANDUM

(a) If several sub-work are included they should be detained in the separate list	(A) Name of Work :- RENOVATION OF AUDITORIUM OF LALIT NARAYAN MISHRA INSTITUTE OF ECONOMIC DEVELOPMENT AND SOCIAL CHANGE AT PATNA.
	(B) Estimated Cost :- As Per Quoted. (Rs. 98,84,155/-) Agreement value :- Rs. 94,88,789/- (After 4% rebate on Item Rate)
(b) This deposit will be 5% of the estimated cost of the work.	(C) Earnest Money :-
(c) This percentage deduction from bills will be credited to the contractors security deposits	(D) Initial security deposits (including earnest money) to be deposited before the Commencement of the work- Earnest Money :- Rs. 475000- (Details attached)
	(E) Percentage to be deducted from bill 5% (Five Percent)
	(F) Time required for the work from date of written order to commence FOUR MONTHS
	(G) Date of written order to commence :-
	(H) Total number of item of work tendered for :- 23


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

For NEW AGE ACOUSTICS PVT. LTD.

DIRECTOR

10

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION ,
SIKSHA BHAWAN, SAIDPUR, PATNA**

NAME OF WORK - RENOVATION OF AUDITORIUM	
Date of Tender	6/19/2015
Estimated Cost	AS QUOTED
Earnest Money	1.67 Lac
Cost of BOQ	Rs. 10,000.00
Time of Completion	4 Months
Name of the Contractor	NEW AGE ACOUSTICS PVT LTD
Address & Contact No. of the Contractor	210 VARDHMAN NORTH EX PLAZA , H4 , NETAJI SUBHASH PLACE, DELHI 110034 MOB 9811183646 TEL : 011 42471269

RATE QUOTED SHOULD BE INCLUSIVE OF 1% LABOUR CESS

EM I	DESCRIPTION OF ITEM	UNIT	QTY	RATE	
				IN DIGITS	IN WORDS
SUB HEAD-I ROOF CEILING BELOW BALCONY					
SUB HEAD-II FLOORING (CARPET ON HALL AND STAGE)					
1	Supply and Installation of acoustic ceiling tile (NRC 0.45 - 0.55) which is suspended by using 0.3mm thick and 15mm wide pre coated metal T15 grid system. The technical parameters are as follows :Core - Glassfibre, Fire - Class 1 & P , Acoustics - NRC 0.9 Brand Armstrong, Annutone	Sq m	65.70	2050.00	RS. TWO THOUSAND FIFTY ONLY
2	Supplying Laying and pasting of Carpet on Artificial stone floor with Adhesive will be done in the double-glue installation method. The process involves adhering the cushion to the floor, followed by adhering the carpet to the installed cushion. In both steps, manufacturer-defined adhesives should be used . Carpet installation should be performed by professional installers with specific training in commercial carpet installation. Many installers are certified by the International Certified Floorcovering Installers Association (Master or C-II), are members of the Floor Covering Installation Contractors Association (FCICA), or are employed by floor covering contractors certified by the Floor Covering Installation Board (FCIB). The preinstallation condition should confirm moisture emission rate of 3 lbs./1000 sq. ft./24 hours or less and a pH between 5 and 9 . The floor should be free of holes and loose tiles or boards. Repairs should be made as necessary to provide a smooth surface for carpet and cushion installation. The floor should be dry and dust-free. All contaminants that may prevent good adhesion need to be removed. Floors should be vacuumed, mopped if necessary, and otherwise thoroughly cleaned prior to carpet installation. The cushion should be laid out in the longest lengths possible. Additionally, the cushion seams should run perpendicular to the carpet seams. After the cushion has been secured, cut the carpet to the proper length and spread out in the area to be carpeted. The carpet should be cut 3-4 inches (75-100 mm) longer than the area measurement.	Sq m	340.2	1275.00	RS. ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY

FOR NEW AGE ACOUSTICS PVT. LTD.

DIRECTOR

10-2-2016
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

3	a)Applying 2 coats of Polymer modified cement coating membrane to fill up void and cracks after chipping and cleaning concrete surface. Then laying 2 layers fibre glass tissue cloths with cement slurry and mixed with latex (rubber emulsion) to make an impermeable membrane. Providing waterproof screed concrete and mixed with waterproof compound in 2 layers application in 4 'x4' panels divided with marble strips. Top finishing with non metallic grain complete as per the guidance of Engineer in Charge	UNITS	321	1950.00	RS. ONE THOUSAND NINE HUNDRED FIFTY ONLY /
SUB HEAD-IV WALL ACOUSTICAL TREATMENT					
4	Providing and Fixing Armstrong Channeled Woodworks perforated panels of width 128mm, thickness of 16mm and length 2440 mm, made of a high density particle board substrate with a laminated facing as per the approved shade/species & finish and a melamine balancing layer on the reverse side. The boards shall have a special perforation pattern where the visible surface has a ("Helmholtz" fluted perforation of 2mm width and 14mm of visible panel / 4mm width and 28mm visible panel) each. The panels shall provide a minimum sag resistance of RH90 and a fire rating class of 1 as per Part 7 of BS 476. The edges of the panels shall be "tongue-and-grooved" to receive special clips for installation. The back of the perforated panel shall have sound absorbing non-woven acoustical fleece. The panels shall be mounted on special aluminium splines using clips provided by Armstrong and approved by the Architect/ Engineer-in-Charge.	sqm	419	5780.00	RS. FIVE THOUSAND SEVEN HUNDRED EIGHTY ONLY /
SUB HEAD- V SS CHAIN and RAILING					
5	SS CHAIN RAILING 900MM HIGH	Kg	40	890.00	RS. EIGHT HUNDRED NINETY ONLY /
SUB HEAD- VI STAGE BACK WALL					
6	Providing Acoustic in Hall and Stage area with strong perforated board with glass wool with all process, all complete job as per drawing & specification and direction of E/I.	sqm	14.5	3900.00	RS. THREE THOUSAND NINE HUNDRED ONLY /
SUB HEAD- VII WALL BRACKET FANS					
7	Supplying fitting and fixing 750 mm dia high speed 2800 RPM wall bracket fan fan with 750 mm sweep, high quality ABS base, 120 rib guard, pull cord control for speed & oscillation on-off inclusive of all taxes royalty etc. all complete as per specification and direction of E/I. MAKE : ARMSTRONG, ANUTONE.	Nos.	13	9800.00	RS. NINE THOUSAND EIGHT HUNDRED ONLY /
SUB HEAD- VIII CEILING FAN					
8	Installing of ceiling fans 4ft. Dia of USHA, Havell, or equivalent with modular switches and regulator (bracket) ceiling fan with complete Wiring and Switch and Switch board	Nos.	11.00	3500.00	RS THREE THOUSAND FIVE HUNDRED ONLY
SUB HEAD-IX CEILING LIGHTS					
9	Providing and fixing of complete lighting system of the auditorium .				
a	Matrix LED Lights (36 watts) of approved make such as Philips, Wipro, Havells Complete with wiring and switches along with switch board etc. Recessed and Mounting (2'x2')	Nos.	60.00	8600.00	RS. EIGHT THOUSAND SIX HUNDRED ONLY /
b	LED Lights, 7inch. Dia, 18 watt, philips, havells, wipro or equivalent	Nos.	14.00	5500.00	RS. FIVE THOUSAND FIVE HUNDRED ONLY /

FOR NUTONE PVT. LTD.

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

DIRECTOR

c	18" x18" LED emergency lights with battery backup for 30 min. philips, havells, wipro or equivalent	Nos.	2.00	10900.00	RS. TEN THOUSAND NINE HUNDRED ONLY
d	Set of 2 Tube lights philips, havells, wipro or equivalent with covered casing	Nos.	22.00	3980.00	RS. THREE THOUSAND NINE HUNDRED EIGHTY ONLY
e	Metal Light on stage 150 watt	Nos.	9.00	10900.00	RS. TEN THOUSAND NINE HUNDRED ONLY
SUB HEAD-X AISLE LIGHTS AND EXIT SIGNS					
10 (a)	Low Voltage Low Level AISLE LIGHTING for Seating Area.	Nos.	68	1230.00	RS. ONE THOUSAND TWO HUNDRED THIRTY ONLY
10 (b)	EXIT SIGNS	Nos.	6	3500.00	RS. THREE THOUSAND FIVE HUNDRED ONLY
SUB HEAD-XI SEATING FOR AUDITORIUM					
11	Supply & Fixing of Push Back Auditorium Chairs suitable for installing in 900mm tread, made as per Fire Safety Norms and Standards, with maximum lumbar support for fatigue free healthy seating, engineered for ergonomic shape, environment friendly with no wood used & CFC free, having 25mm x 5mm MS Flatmade back inner frame with 3 serpentine springs, PPCP Plastic molded one-piece inner seat frame, Molded Polyurethane foam cushioned seat back, Uphoistered with Flame Retardant Fabric with Scotchgard for Stain Resistance, Zipper attached to seat back fabric for easy removability, epoxy powder coated paint for all steel parts, Integrated skin type PU foam made arm rest without cup holder, Maintenance free Synchornized Push back system, with seamless seat supporting tray, Heavy gauge CRC Sheet made side stand covered with fabric - 4.5 Kg, Back side of the back covered with PPCP Plastic back cover, Chairs installed to the floor with expanded anchor fasteners including accessories like Seat number, Gangways & Aisle light boxes etc complete is all respect as directed and in color shade approved by the consultant (Make: Godrej, Methodex, Monarch, Rana, Kundan)	Nos.	368	5450.00	RS. FIVE THOUSAND FOUR HUNDRED FIFTY ONLY
SUB HEAD-XII WATER PROOFING					
12	Water proofing of wall with pressure grouting and tapecrete coating	ft.	66.50	250.00	RS. TWO HUNDRED FIFTY ONLY
SUB HEAD-XIII ALUMINIUM FRAMED PARTITION WALL					
13	Aluminium Framed Partition with door all complete with fittings	ft.	52.00	550.00	RS. FIVE HUNDRED FIFTY ONLY
SUB HEAD-XIV CCT CAMERA					
14	CCTV Camera with recording unit/ Computer, cabling	Nos.	6.00	35000.00	RS. THIRTY FIVE THOUSAND ONLY
SUB HEAD-XV AUDI STEPS REMODLING					
15 (a)	Audi Steps remodling with brick work	lft	50.00	125.00	RS. ONE HUNDRED TWENTY FIVE ONLY

For NEWAGE ACOUSTICS PVT. LTD.

DIRECTOR

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

24/02/2016

15 (b)	Plasters 1:6 (minor repairs)	sft	400.00	50.00	RS. FIFTY ONLY
SUB HEAD-XVI PAINTING					
16	Pearl finish plastic emulsion painting of False ceiling and sides of ducting	sft	4400.00	30.00	RS. THIRTY ONLY
SUB HEAD-XVII PROJECTOR					
17	Buisnees Projector EB-Z8050W Operating Voltage 220-240 V Contrast-5000:1 Colour Light Output (Colour Brightnees)- 7000lm Screen Size-60"x500" MAKE : EPSON (or Equivalent)	UNIT	1	725000.00	RS. SEVEN LACS TWENTY FIVE THOUSAND ONLY
SUB HEAD-XVIII FIRE FIGHTING AND FIRE ALARM SYSTEM					
18 (a)	Supply, installation, testing and commissioning of One Loop Addressable Intelligent Main Fire Alarm control Panel with Multiple/Extensible Loop Facility, Operating Front Panel with Networkcard, Keypad 300 Characters & Multi Lines Alphanumeric Display, 10,	NOS.	1	125000.00	RS. ONE LAC TWENTY FIVE THOUSAND ONLY
18 (b)	Supply & Laying of 2 core 1.5 SQ. MM Armoured Multistrain FRLS Copper Conductor Cable.	MTR	568	165.00	RS. ONE HUNDRED SIXTY FIVE ONLY
18 (c)	Supply, laying, testing and commissioning of 25 mm dia Rigid MS conduit.	MTR	568	125.00	RS. ONE HUNDRED TWENTY FIVE ONLY
18 (d)	Supply, installation, testing and commissioning of Below False Ceiling addressable type O2T Multisensor Integrated with Smoke & Heat Detector With Dual Scatter angle & Mounting Base	NOS.	10	5100.00	RS. FIVE THOUSAND ONE HUNDRED ONLY
18 (e)	Supply, installation, testing and commissioning of Above False Ceiling Addressable ideal optical smoke detector for detecting visible smoke particles with Mounting Base	NOS.	7	5100.00	RS. FIVE THOUSAND ONE HUNDRED ONLY
18 (f)	Supply, installation, testing and commissioning of Beam Detector With Monitor module,transmiiter & reciever & necessary accessories.	NOS.	2	65000.00	RS. SIXTY FIVE THOUSAND ONLY
18 (g)	Supply, installation and testing of Addressable Bus Supplied Power Loop Sounder with Built in Flasher, 8 Different Level Volume Setting, 19 Different Selectable Tones & with strobe. Shall have a 'soft start' feature controlled by the fire alarm panel	NOS.	2	5900.00	RS. FIVE THOUSAND NINE HUNDRED ONLY
18 (h)	Supply, installation and testing of Addressable Powered Loop Manual Call Point with Built-in Fault Isolator, Housing & Glass - Red	NOS.	2	6500.00	RS. SIX THOUSAND FIVE HUNDRED ONLY
SUB HEAD-XIX DOORS					
19	Providing and fixing of acoustic doors made of 12 mm thick ply filled with glass wool and laminated on both sides complete with hinges and handles.	Sq m	16.00	14500.00	RS. FOURTEEN THOUSAND FIVE HUNDRED ONLY
SUB HEAD-XX AIR CONDITIONING					
20	22 TR PACKAGE AC UNIT CENTRALIZED SYSTEM	Set	1	480000.00	RS. FOUR LAC EIGHTY THOUSAND ONLY

FOR NEWAGE ACOUSTICS PVT. LTD.

DIRECTOR

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

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SUB HEAD-XXI SOUND SYSTEM					
21(a)	Providing and installing/ fixing with connecting cales AHUJA P A AUDIO Mixing console AMX/ 1412 14 Channels mixer, or complete job	NOS.	1	35000.00	RS. THIRTY FIVE THOUSAND ONLY
21(b)	Providing and installing AHUJA 520 BL Wireless collar mic	NOS.	2	15000.00	RS. FIFTEEN THOUSAND ONLY
21(c)	Providing and installing AHUJA Podium Mic AGN/480	NOS.	6	9800.00	RS. NINE THOUSAND EIGHT HUNDRED ONLY
21(d)	Providing and installing AHUJA Power Amplifier TZA 7000 DP 350+350 Watts Two Zone Amplifier.	NOS.	1	18900.00	RS. EIGHTEEN THOUSAND NINE HUNDRED ONLY
21(e)	Providing and installing AHUJA Proffesion Vhf wireless microfone AWM/490 V 2, Two mic with receiver	NOS.	1	18000.00	RS. EIGHTEEN THOUSAND ONLY
21(f)	Providing and installing AHUJA Coloumns speaker ASC 40 T, 30 Watts RMS	NOS.	16	8000.00	RS. EIGHT THOUSAND ONLY
21(g)	Providing and installing AHUJA SHM/ 1000 XLR Profession vocal and speech microphone	NOS.	2	5000.00	RS. FIVE THOUSAND ONLY
21(h)	Providing Podium of 1'-6" X 1'-6" X 4'-0" made up of 19 mm water proof board and laminated with 1mm laminate with 2 inch side edge on top Surface. The top Surface is 2' x 1' and holes will be drilled for mic cables and lamp. The podium Shall have 3 Watts power supply board for laptops or complete as per design.	NOS.	1	45000.00	RS. FORTY FIVE THOUSAND ONLY
21(i)	Providing and fixing LED Gooseneck lamp on the podium with connecting outlet to power supply connection	NOS.	1	4500.00	RS. FOUR THOUSAND FIVE HUNDRED ONLY
21(j)	Providing and installing Sound management with connecting cables, mic cables, speaker cables with installation of coloumns speaker amplifiers podium mic cables with main power supply board for equipments. As per Details Specified	Set	1	150000.00	RS. ONE LAC FIFTY THOUSAND ONLY
21(k)	Electrical Wiring with switches cabling all complete with material for lights, fans, AC and plug points of the auditorium	Rmt	2025	50.00	RS. FIFTY ONLY
SUB HEAD-XXII					
22	Dismantling of existing Wall Panels for fresh wall Acoustical treatment	sqm	419	150.00	RS. ONE HUNDRED FIFTY ONLY
SUB HEAD-XXIII					
23	Removing of exiting auditorium chairs for fixing fresh seating Auditorium chairs	Nos.	368	150.00	RS. ONE HUNDRED FIFTY ONLY
				Total Rs. :	9884155.00
Tender approved in favour of New Age Acoustics Pvt. Ltd., @ 4% Rebate (Below) of Item Rate Basis i.e. total amount comes to Rs. 94,88,789- (Rupees Ninety Four Lacs Eighty Eight Thousand Seven Hundred Eighty Nine Only)					

For NEW AGE ACOUSTICS PVT. LTD.

DIRECTOR

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

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD**

(A GOVT OF BIHAR UNDERTAKING)

BID DOCUMENT

RENOVATION WORK OF AUDITORIUM OF L.N. MISHRA
ECONOMIC DEVELOPMENT AND SOCIAL CHANGE INSTITUTE,
BELI ROAD, PATNA, (BIHAR)

Last date of the receipt of Bid through website: www.eproc.bihar.gov.in 08-07-2015 UP TO 3:00 PM

**Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus,
Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004
Ph: 0612-2910314**

For NEWAGE ACOUSTICS PVT. LTD.



DIRECTOR

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



(ग) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञिप्त (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्सड डिपोजिट रिसिप्ट अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवस्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक से निर्गत हो, अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकरारनामा के पूर्व इसे बिहार अवस्थित किसी बैंक से निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 09.07.2015 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

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

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

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

मुख्य अभियंता

For NEWAGE ACOUSTICS PVT. LTD.

DIRECTOR

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

(xi) .Technical staff they possess as mentioned in Technical bid.

6. INSTRUCTION TO TENDERERS

- (i) The contractor shall quote the rates in figure and words against each item of works in Financial Bid Document. In Case of any discrepancy found in any quoted rate, the rate quoted in words shall be treated as valid.
- (ii) The Financial bids of only those tenderers qualifying in the technical bid will be opened on the date fixed for opening of financial bid.
- (iii) Before execution of Agreement, the successful tenderer shall be required to deposit performance security @ 2% of the contract value in the form of NSC/ 3-5 years Post Office Time Deposit Pass Book duly pledged in favour of Managing Director, BSEIDC Ltd., Patna or Account Payee Demand Draft/Fixed Deposit Receipt/ Bank Guarantee issued from any Nationalized /Schedule Bank in India and should be in favour of "Bihar State Educational Infrastructure Development Corporation Ltd." at Patna and valid for a period of 21 Months.
- (iv) Security Deposit @ 8% shall be deducted against each bill, which will be released after defect liability period of one year from date of completion of work.
- (v) Bid Validity-It will be obligatory on the part of the tenderer to keep his tender open for 120days from the date of opening of Tender.
- (vi) If any tenderer submits false information and/or documents, his Earnest Money Deposit shall be forfeited and he shall also be blacklisted .
- (vii) BSEIDC Ltd. reserves the right to reject all / any tender without assigning any reason. In case of any deviation from the tender specifications and/or tender conditions, the BSEIDC' decision to accept will be final.

7. **Taxes & Duties:-** Sales Tax, Income Tax, Labour Cess and all other imposed levies under the applicable law will be deducted from the bills.

8. Payments will be released as per progress of the work.

9. TOOLS FOR HANDLING AND ERECTION :

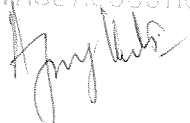
All tools and tackles required for handling of equipments and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

10. **SITE Inspection:** The tenderer shall acquaint himself with the proposed site of works, nothing extra shall be payable over his quoted rates.

11. Arrangement for work execution :-

- (i) Electricity and water supply shall be arranged by the contractor at his own cost.
- (ii) The contractor shall take care of the safety precautions pertaining to the construction of works, such as demolition, provision of scaffolding, ladder, working platforms, gangways, electric arc / gas welding, use of hoisting and construction machinery. Nothing extra shall be payable in this account.

For NEWAGE ACoustics PVT. LTD.



DIRECTOR

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



								made	
1	2	3	4	5	6	7	8	9	10

Note : Attach additional pages, if necessary.

For NEW MILE PROJECT PVT. LTD.

[Handwritten Signature]

Signature of Tenderer

DIRECTOR

[Handwritten Signature]
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
24/2

Annexure – III

UNDERTAKING IN FORM – A

I /We do hereby declare that the works will be done by ourself and I also hereby declare that the signature in all pages of the tender papers is signed by me and my signature has been attested by the gazetted officer on the cover of the tender document.

Further, I declare that I have gone through the various clauses of the contract document and I am fully conversant with all the clauses contained therein and agree to abide by the same.

Full Name of contractor : _____
: _____

Full address : _____
: _____
: _____

Registration No. : _____

For NEW AGE ACOUSTICS PVT. LTD.



DIRECTOR


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

24/2/20

Annexure – V

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

Sl No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

For NEW AGE ACOUSTICS PVT. LTD.

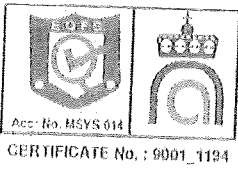

 Signature of Tenderer
 DIRECTOR


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

24/11/20

-L7- NEW AGE ACOUSTICS PVT. LTD.

(An ISO 9001 : 2008 Certified Company)



AUDITORIUMS | MULTIPLEXES | MULTI PURPOSE HALLS

209-210, Vardhman North-Ex Plaza, H-4,
Netaji Subhash Place,
Pitampura, Delhi-110034
Branches : Dehradun, Gurgaon

Phone : (91-11) 42471269, 47041269
Telefax : (91-11) 42471269
Mobile : 9811183646, 9811165222
E-mail : info@newageacoustics.com
newageacoustics@gmail.com
Website : www.newageacoustics.com

BOARD RESOLUTION

Date: 2-07-2015

Extracts of Minutes in the meeting of Board of Directors of M/s
New Age Acoustics (P) Ltd. date 2-07-2015:

It is hereby resolved that Mr. Ajay Vats one of the either two directors is
authorized to Sign All Necessary Document with respect to the tender of L.N.
Misra Auditorium Interior works and all works of Bihar State Education
Infrastructure Development Corporation Limited Patna.


Ajay Vats, Director


Sanjay Vats, Director

For NEW AGE ACOUSTICS PVT. LTD.


DIRECTOR


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

Performance Security

Name of Agency – “New Age Acoustics Pvt. Ltd.”

Performance Security of “New Age Acoustics Pvt. Ltd.” of “ललित नारायण मिश्रा आर्थिक विकास एवं सामाजिक परिवर्तन संस्थान, बेली रोड, पटना के ऑडिटोरियम भवन के जीर्णोद्धार कार्य।”

<u>FDR No.</u>	<u>DOI</u>	<u>Amount</u>
35231452398	17.09.15 To 17.03.16	475000.00

(Rupees Four Lacs Seventy Five Thousands Only)

Amish Kr Sar
17/2/16

लेखा पदाधिकारी

बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना

01/05/16

For NEWAGE A:

AT LTD.

[Signature]

DIRECTOR

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

2/12

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि० 23

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

पत्रांक:- BSEIDC / FIN / 2221 / 2015- 7034

पटना, दिनांक 05.08.15

प्रेषक,

ब्रजेश प्रसाद
मुख्य अभियंता

सेवा में,

New Age Acoustics Pvt. Ltd.,
210, Vardhman North Ex. Plaza,
H4, Netaji Subhash Place,
Delhi-110034

विषय:- बिहार राज्य के अन्तर्गत "ललित नारायण मिश्रा आर्थिक विकास एवं सामाजिक परिवर्तन संस्थान, बेली रोड, पटना के ऑडिटोरियम भवन के जीर्णोद्धार" कार्य हेतु जमानत की राशि जमा कर एकरारनामा करने के संबंध में।

महाशय,

उपर्युक्त विषयक कार्य की निविदा आपके द्वारा निविदित कुल राशि रु० 94,88,789 / (चौरानवे लाख अठ्ठासी हजार सात सौ नवासी रुपये) मात्र आपके पक्ष में स्वीकृत किया गया है।

अतः निदेश दिया जाता है कि उक्त कार्य के एकरारनामा हेतु रु० 4,75,000 / - (चार लाख पचहतर हजार रुपये) मात्र का सावधि पासबुक / राष्ट्रीय बचत प्रमाण पत्र के रूप में Managing Director, BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से प्रतिज्ञिप्त (Pledged) हो अथवा एकाउंट पेयी डिमांड ड्राफ्ट / फिक्सड डिपोजिट रसीद / बैंक गारंटी, जो राष्ट्रीयकृत बैंक / अनुसूचित बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के पक्ष में पटना में भुगतये हो, जमा कर एकरारनामा कर लें।

(ब्रजेश प्रसाद)
मुख्य अभियंता

ज्ञापांक BSEIDC / FIN / 2221 / 2015- 7034

पटना, दिनांक 05.08.15

प्रतिलिपि : वरीय लेखा पदाधिकारी, BSEIDC को सूचनाार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

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

मुख्य अभियंता

For NEWAGE ACOUSTICS PVT. LTD.

DIRECTOR

Letter No.: BSEIDC/NIT/2015-16 - 4899

Patna, Date: 23/6/15

CORRIGENDUM NOTICE NO. -1

With reference to N.I.T. No. 11/2015-16 dated 19.06.2015 for "Renovation work of Auditorium of Lalit Narayan Mishra Institute of Economic development and social change" at Bailey Road, Patna, the following amendment have been made as mentioned below:-


- (i) The Cost of Earnest money to be read as Rs. 1.670 lac (One lac sixty seven thousand) in place of Rs. 16.70 lac.

The other terms and conditions will remain same.

For NEW AGE ACOUSTICS PVT. LTD.



DIRECTOR


(Chief Engineer)
B.S.E.I.D.C. Ltd. Patna
Bihar State Education Infrastructure
Development Corporation Pvt. Ltd.,
Saidpur, Patna

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

अल्पकालीन मदवार निविदा आमंत्रण सूचना संख्या-11 वर्ष 2015-16

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

1. बिहार राज्य के अन्तर्गत "ललित नारायण मिश्रा आर्थिक विकास एवं सामाजिक परिवर्तन संस्थान, बेली रोड, पटना के ऑडिटोरियम भवन के जीर्णोद्धार" कार्य हेतु अल्पकालीन मदवार निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन कराना, उक्त कार्य का लेटर ऑफ एक्सेप्टेंस प्राप्त होने के बाद अनिवार्य होगा।

क्र० सं०	कार्य का नाम	अग्रधन की राशि (लाख रु० में)	परिमाण विपत्र का मूल्य(रु०में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1.	"ललित नारायण मिश्रा आर्थिक विकास एवं सामाजिक परिवर्तन संस्थान, बेली रोड, पटना के ऑडिटोरियम भवन के जीर्णोद्धार" कार्य।	16.70	10,000.00	5,700.00	04 (चार) माह

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

- (2) विज्ञापन निर्गत करने की तिथि :- दिनांक- 19.06.2015
 - (3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक- 29.06.2015 से 07.07.2015, 15:00 घंटा (वेबसाइट-www.eproc.bihar.gov.in पर)
 - (4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :- दिनांक:-03.07.2015, 16:00 घंटा प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।
 - (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक-08.07.2015, समय- 15:00 घंटा
 - (6) अग्रधन जमा करने की अंतिम तिथि एवं समय :- दिनांक-09.07.2015, समय- 15:00 घंटा
 - (7) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक-09.07.2015, समय- 17:00 घंटा (वेबसाइट-www.eproc.bihar.gov.in पर)
 - (8) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक-15.07.2015, समय- 15:30 घंटा
 - (9) निविदा खोलने का स्थान :- वेबसाइट-www.eproc.bihar.gov.in पर
 - (10) निविदा की वैधता की अवधि :- 120 दिन
 - (11) ई-टेंडरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट www.eproc.bihar.gov.in से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।
 - (12) ई-निविदा पत्र वेबसाइट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाइट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाइट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है।
 - (13) परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड डाक्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।
 - (14) (क) परिमाण विपत्र का मूल्य जो (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतये हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 09.07.2015 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।
(ख) Beltron Bid Processing Fee is mandatory to be paid through online mode i.e. Internet payment gateway, (Credit/Debit card), Net Banking, NEFT/RTGS"
- Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

For NE...

DIRECTOR

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