

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



बिहार BIHAR

21435 म/अ/16 1000 रुपये 717380

धिरज कुमार अग्रवाल

वार्ड नं. 10 सुपौल

AGREEMENT No. 456 SBD of 2015-16.

Name of Work : Construction of Senior Secondary Schools on Panchayat Level in Bihar-Gr. no. SSS-440 (M.S. at Brahambulak Dubiyahi in the District of Supaul)

Name of Agency : Dhiraj Kumar Agrawal

Date of Commencement : 30-07-2014

Time of completion : Fifteen Months

Estimate Cost : Rs. 1,22,84,471/-

Agreement Value : Rs. 1,18,42,230/- (3.60% below BOQ rate)

Earnest Money :

Performance Security : Rs. 3,46,000/- (Details attached)

This agreement, made the 15th March....., 2016 between Bihar State Educational Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and Dhiraj Kumar Agrawal, Ward No.-10, Supaul, Bihar hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute "Construction of Senior Secondary Schools on Panchayat Level in Bihar- Group no. SSS-440 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. 1,18,42,230/- (Rupees One Crore Eighteen Lacs Forty Two Thousand Two Hundred Thirty Only)

Dhiraj K. Agrawal.

Chief Consultant (Technical)

Bihar State Educational Infrastructure Development Corporation Ltd., Patna

NOW THIS AGREEMENT WITNESSETH as follows :

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

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

The common Seal of

was hereunto affixed in the presence of :

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

In the Presence of :

Binding Signature of Employer.....

Binding Signature of Contractor.....


15-3-2016
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
2491

Performance Security

Name of Agency – “Dhiraj Kumar Agarwal”

Performance Security of “Dhiraj Kumar Agarwal” of “SSS-440”

<u>Passbook No.</u>	<u>DOI</u>	<u>Reg No.</u>	<u>Amount</u>
3193919012	29.02.16		100000.00
<u>Passbook No.</u>	<u>DOI</u>	<u>Reg No.</u>	
867886	08.07.14		100000.00
867830	21.05.14		100000.00
867888	09.07.14		16000.00
<u>NSC No.</u>			
30EF 885937-38	31.03.14	589/14	10000*2
05EF 355852	16.12.11	226/11	
			20000.00
			10000.00

			Total 346000.00

(Rupees Three Lacs Forty Six Thousands Only)

Anish Kr Sar 11/3/16
लेखा पदाधिकारी
बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना
Signature
11/03/16

Dhiraj Kr. Agarwal.

Signature
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/11

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. Of Bihar Undertaking)

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

Letter of Acceptance

Letter no :- BSEIDC/TECH/164/2013-3743

Patna, Date: 3.02.2014

With reference to N.I.T. No. 10/2014-15, Dated-27.05.2014 for execution of "Construction of Upgraded Secondary School buildings in Bihar" the bids have been accepted in favour of the Agencies as per details below:-

S. No.	Name of Groups	Name of District	Name of School	Name of Agency	Estimated Cost (in Rs.)	Tendered Value (in Rs.)	Performance security to be deposited (in Rs.)	Fin. Con.
1	SSS-386	बेगूसराय	मध्य विद्यालय, अमरपुर	M/S ASHTHA AND SAUNIYA CONSTRUCTION BHAIWAR BEGUSARAI BIHAR	1,14,00,394	1,07,99,593	3,66,000	15
2	SSS-387	बेगूसराय	उच्च मध्य विद्यालय, अमरपुर	M/S ASHTHA AND SAUNIYA CONSTRUCTION BHAIWAR BEGUSARAI BIHAR	1,14,42,269	1,08,49,261	3,67,000	15
3	SSS-392	कैमूर	मध्य विद्यालय, अमरपुर	ALAY KUMAR SINGH AT-BARE, BIHABUA, KAIMUR, BIHAR	1,12,91,322	1,10,37,267	2,83,000	15
4	SSS-393	कैमूर	मध्य विद्यालय, जैतपुरकन्वा	HAV SHIKSHAK CONSTRUCTION WARD NO. 19, BIHABUA KAIMUR BIHAR	1,14,97,871	1,03,48,084	5,95,000	15
5	SSS-394	कैमूर	मध्य विद्यालय, अमरपुर	RISHAB KUMAR MISHRA BHABHUA WARD NO. 18, KAIMUR, BIHAR-821101	1,14,08,476	1,02,31,628	5,89,000	15
6	SSS-396	कैमूर	मध्य विद्यालय, जोरवार	DARSHITA BUILDER AND DEVELOPERS PVT LTD AT-MASARH, BHABHUA, KAIMUR, BIHABUA 821110	1,14,19,348	1,13,96,509	2,34,000	1
7	SSS-397	कैमूर	उत्कृष्ट मध्य विद्यालय, जैतपुरकन्वा	SHARDA SECURITY AND ALLIED SERVICES 127, FIRST FLOOR, FORBAYAL BHAWAN DAL BURGLOW, PATNA-800001	1,13,00,872	1,06,78,194	3,75,000	
8	SSS-398	मधेपुरा	मध्य विद्यालय, अमरपुर	DADLA ENTERPRISE EAST ROADS, ANAM ROAD, PATNA	1,22,55,715	1,22,22,625	2,53,000	
9	SSS-399	मधेपुरा	मध्य विद्यालय, जैतपुरकन्वा	SANJAY KUMAR AT-SAHUGARH BHAGWANPUR, JESTI MADHEPURA	2,39,29,814	2,35,34,972	5,68,000	
10	SSS-405	मिशन-मन	उत्कृष्ट मध्य विद्यालय, जैतपुरकन्वा	BHOJESH POY "AT" POST OFFICE LANE, P.O. AHSABAD, MD ANZAR ALAM DAULAHATWAR KISHANGARH	1,20,10,235	1,18,55,303	2,76,000	
11	SSS-407	मिशन-मन	मध्य विद्यालय, जैतपुरकन्वा	MD ANZAR ALAM DAULAHATWAR KISHANGARH	1,19,94,530	1,17,94,639	2,94,000	
12	SSS-408	मिशन-मन	मध्य विद्यालय, जैतपुरकन्वा	MD ANZAR ALAM DAULAHATWAR KISHANGARH	1,19,94,530	1,17,94,639	2,96,000	

Chief Consultant (Technical)

BSEIDC/TECH/164/2013-3743
Bihar State Educational Infrastructure Development Corporation Ltd., Patna

Shrikr Agarwal

10/9

2/10

	SSS-411	विश्वकर्मा	1	मध्य विद्यालय, अरुआ	RAVISH KUMAR GAYATRI NAGAR, MOHTHARI	1,21,59,870	1,12,22,341	3,40,000
14	SSS-412	पश्चिम चम्पारण	1	उत्कर्मित मध्य विद्यालय भेरीहरी कॉलोनी	RAVISH KUMAR GAYATRI NAGAR, MOHTHARI	2,43,22,428	2,11,81,139	6,95,000
15	SSS-413	पश्चिम चम्पारण	1	मध्य विद्यालय, अरुआ समूची	RAVISH KUMAR GAYATRI NAGAR, MOHTHARI	1,20,52,980	1,12,14,331	3,18,000
16	SSS-414	पश्चिम चम्पारण	1	उत्कर्मित मध्य विद्यालय मरहिया	REKHADEVI KUMAR CORPORATION NEW CHANDIMARI CHHAWA, A MOHTHARI, EAST CHAMPARAN, BIHAR	1,20,43,421	1,14,29,209	3,78,000
17	SSS-422	पूर्वी चम्पारण	1	उत्कर्मित मध्य विद्यालय त्रिवेणी	VANSHAI CONSTRUCTION AT RAGHUNATHPUR, AHP TOLEHAR TRANSFERMER PO - MOHTHARI, PS - TURKAULIYA, EAST CHAMPARAN	1,20,31,510	1,10,85,833	5,19,000
18	SSS-424	पूर्वी चम्पारण	1	उत्कर्मित मध्य विद्यालय, इन्दगाही (पी-1)	SANJOSH PRASAD YADAV VAMBHATUP, PS - KAIYANPUR	1,18,99,807	1,09,49,045	5,20,000
19	SSS-425	पूर्वी चम्पारण	1	उत्कर्मित मध्य विद्यालय, तकटकपुर	VARUN KUMAR AT RAGHUNATHPUR, PO - MOHTHARI PS - TURKAULIYA, EAST CHAMPARAN, BIHAR	1,17,30,611	1,08,08,585	5,00,000
20	SSS-427	पूर्वी चम्पारण	1	उत्कर्मित मध्य विद्यालय, मुल्लमरिया	BIHAWANI BUILD CON AND PROJECT PVT LTD FLAT NO-G/1A NARAYAN VIH A, APF PATIL NAGAR, PATNA	2,38,73,188	2,64,99,239	5,30,000
21	SSS-428	पूर्वी चम्पारण	1	मध्य विद्यालय, पुरनहिया	BIHAWANI BUILD CON AND PROJECT PVT LTD FLAT NO-G/1A NARAYAN VIH A, APF PATIL NAGAR, PATNA	1,19,99,416	1,39,19,352	2,67,000
22	SSS-429	रोहतास	1	मध्य विद्यालय, मोनार	MANOJ KUMAR SINGH VILLEWRADES ROHTAS(BIHAR)	2,26,52,802	2,11,48,792	8,63,000
23	SSS-430	रोहतास	1	उत्कर्मित मध्य विद्यालय, दुमरा	MAA MUNDI SHWARI CONSTRUCTION Vill-Post-Baddi, P.S - Sheeshnagar, Dist-Rohas	1,11,94,931	1,06,00,653	3,61,000
24	SSS-431	रोहतास	1	उत्कर्मित मध्य विद्यालय, मिनाकोला	MANOJ KUMAR SINGH VILLEWRADES ROHTAS(BIHAR)	1,12,26,978	1,04,03,994	4,00,000
25	SSS-432	शमस्तीपुर	1	मध्य विद्यालय, मिनाकोला	SUDHANSU ENTERPRENEUR PV44 HD 576, PUTHAMU COLONY, DIHARAMPUR, SAMASTIPUR, BIHAR	2,30,69,886	2,28,13,810	5,20,000
26	SSS-433	शमस्तीपुर	2	मध्य विद्यालय, गुनाई, मरहो	BRIDG RINIDEN VILL - SHEKHUPURIA, PG - MAHA MAHA, PS - HM MAHAL, DIST - SIYAN (BIHAR)	1,15,49,634	1,13,15,176	2,34,000
27	SSS-434	शमस्तीपुर	1	मध्य विद्यालय, गुनाई, मरहो	Vipin Kumar Sahni Vill P.O. Harpur Bhindi, P.S. Jajpur, BIRBHARA KUMAR SARAF VILL, PO-DUMRIKALA, PS-MAJORGANI, SHARAH	1,16,16,772	1,10,16,185	3,68,000
28	SSS-437	सीतामढ़ी	1	उत्कर्मित मध्य विद्यालय, मिनाकोला	VILL, PO-DUMRIKALA, PS-MAJORGANI, SHARAH	1,18,08,675	1,20,29,560	4,73,000

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Dhiman K. Aggarwal.

P. 42.

30	SSS-439	रूपी	मध्य विद्यालय, लोहरा	MUKESH KUMAR VILL. P.O. - PURNAUR, PS. - SILAMARHI, DIST. SILAMARHI, BIHAR.	1,17,58,624	1,11,04,842	3,92,0
31	SSS-440	रूपी	यादिका मध्य विद्यालय रूपी	MS ALAM CONSTRUCTION WORKS AND COMPANY HIDLYA, SHIGRI SHWAR, MADHUPURA, BIHAR	2,45,06,122	2,41,99,795	5,60,00
32	SSS-441	दरभंगा	मध्य विद्यालय, कल्याण-लोहरा दुमिया	THIRU KUMAR AGRAWAL WARD 10, SUPAUL	1,22,84,471	1,18,42,230	3,44,000
33	SSS-442	दरभंगा	सत्कर्मित मध्य विद्यालय, दरभंगा	SANJAY KUMAR MOH- BELWAGANLI, AHERIAS	1,19,31,770	1,19,31,770	2,39,000
34	SSS-443	दरभंगा	सत्कर्मित मध्य विद्यालय, विशाल अकबरपुर	ARAL, DARBHANGA CITY CREATION RAMBARU COLONY, GUR KIMANDI, GULZARBAGH, PATNA - 800007	2,37,95,028	2,37,68,853	4,82,000
35	SSS-444	दरभंगा	सत्कर्मित मध्य विद्यालय, सोनपुर मधारी	CITY CREATION RAMBARU COLONY, GUR KIMANDI, GULZARBAGH, PATNA - 800007	1,20,02,554	1,19,89,351	2,44,000
36	SSS-445	जगदई	मध्य विद्यालय, गुरेता	SANJAY KUMAR MOH- BELWAGANLI, AHERIAS	1,19,49,629	1,19,49,629	2,39,000
37	SSS-446	जगदई	मध्य विद्यालय, नतीनगर	ARAL, DARBHANGA SUDESH KUMAR AND CO CONST PVT LTD MOH-KAIYANPUR, JAMUI	3,35,56,320	3,21,13,398	9,88,000
38	SSS-448	जगदई	मध्य विद्यालय, देवमक	BRANESH KUMAR SINGH AT P.O. - MAFAYPUR, DIST-JAMUI, BIHAR	2,25,35,436	2,19,51,768	5,82,000
39	SSS-451	नालंदा	मध्य विद्यालय, बटिया उत्कर्मित मध्य विद्यालय, रजौन	JAY KISHOR SINGH VILLAGE MAHUGAYA, P.O. - BATTYA, P.S. - SONO, DISTRICT JAMUI	2,26,61,088	2,20,94,561	5,80,000
40	SSS-452	नावादा	मध्य विद्यालय, गौलवाचक	KEOLA CONSTRUCTION NEAR DAYAL PETROL PUMP, GEWALBICHA, GAYA	1,12,03,831	1,07,22,066	3,30,000
41	SSS-453	नावादा	मध्य विद्यालय, शिरेला	Mahar Infinatech Pvt Ltd House No. 275, Road No. 05, Rajput Nagar, Hajipur, Vaishali	1,10,34,708	1,06,30,838	3,10,000
42	SSS-454	नावादा	मध्य विद्यालय, चौवे	SUJAY BHAN SINGH AT BUNDI, KHAND, PAR NAWADA, DIST - NAWADA	1,10,29,698	1,05,59,833	3,24,000
43	SSS-456	अररिया	मध्य विद्यालय, रामान उत्कर्मित मध्य विद्यालय, कालुआबाद	MS ANANYA CONSTRUCTION Howrah Motor, 2nd Floor, Behind Canara Bank, Budh Marg, Patna	2,19,81,577	2,11,77,051	6,18,000
44	SSS-457	औरंगाबाद	उत्कर्मित मध्य विद्यालय, बारा इस्तोगबारा	MD ARFIN CHIRAH, JOKHIAL ARARIA	1,20,84,803	1,20,78,761	2,44,000
45	SSS-458	औरंगाबाद	मध्य विद्यालय, अरियापुर	DARSHITA BUILDER AND DEVELOPERS PVT LTD AT-MASARHI, DEVHALLIYA, KAIMUR,	1,08,79,823	1,08,79,823	2,18,000
			मध्य विद्यालय, शिबुली दरभंगा	BIHABUA 821110, MS GUPTA DHAM CONSTRUCTION THELOF, KAIMUR,	2,18,75,954	2,07,29,466	2,00,000
			मध्य विद्यालय, लोहरा	BIHABUA			

Chief Consultant (Technical)

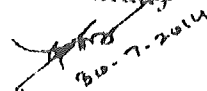
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Dhivri Kr. Aggarwal.

SSS-460	औरंगाबाद	1	मध्य विद्यालय बलार	TRADEWELL CONSTRUCTION PVT LTD AT PHARDEHI, AIRAHGABAD BULAR KAUSHI MORA KUMAR Bazar Samant Raza Bazar, Jehanabad	1,11,12,512	1,10,43,422	2,40,000
SSS-461	गया	1	मध्य विद्यालय, मरवा	SANJAY KUMAR SINGH SAISANGI NAGAR, PURAM CHATTHI, SHERGHATI, GAYA	1,09,15,086	1,09,11,627	2,25,000
SSS-464	गया	1	मध्य विद्यालय, गरीयाटल	SANJU KUMARI BISHRAMPUR, INAMGA NE GAYA	1,09,64,762	1,07,31,820	2,72,000
SSS-465	गया	1	मध्य विद्यालय बहैरा चौगार	Ms North Bihar Construction Corporation Barahina, Gopalganj	2,22,48,551	2,17,72,432	5,52,000
SSS-466	गोपालगंज	2	मध्य विद्यालय, बरवा		2,33,20,794	2,16,86,006	9,23,000
SSS-469	शेखपुरा	1	मध्य विद्यालय, मुज्जा बरवा	MS Dayanand Prasad Sinha and Co Janta Path, Bankarbagh Road, Patna - 800020	1,11,63,796	1,07,78,645	3,09,000

Agencies are hereby requested to furnish performance security as per mentioned in a table. The Performance Security should be deposited within 10 (Ten) days of receipt of this Letter Acceptance (LOA) valid up to 28 (Twenty eight) days from the date of expiry of defect liability period.

In the interest of the work Agencies are instructed to proceed with the execution of said work in consultation with concerned Engineer-in-Charge with immediate effect. The date of start of this work will be the date of issue of this letter. The agreement will be executed after verification of Performance Security and Registration in appropriate category in this Corporation.

Yours faithfully

 (Brajesh Prasad)
 Chief Engineer

Memo no: BSEIDC/TECH/164/2013-3743 Patna, Date... 30.7.2014
 Copy forwarded to : (i) Executive Engineer I/C of the Project.
 (ii) Senior Account Officer, BSEIDC, Patna.

(Brajesh Prasad)
 Chief Engineer
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

Shri K. A. Aggarwal

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

निविदा आमंत्रण सूचना संख्या-10 वर्ष 2014-15

प्रतिशत मद दर निविदा

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

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

क्र म	गुप संख्या	जिला का नाम		विद्यालय का नाम	प्राक्कलित राशि (लाख रु०)	अग्रधन की राशि (लाख रु०)	परिमाण विपत्र की राशि(रु०)	कार्य समाप्ति की अवधि
1	SSS-379	खगड़िया	1	मध्य विद्यालय अरेया	106.17	2.12	15,650.00	15 माह
2	SSS-380	खगड़िया	1	मध्य विद्यालय बन्देहरा	319.70	6.39	26, 900.00	15 माह
			2	मध्य विद्यालय कबैला				
			3	मध्य विद्यालय, खीरा डीह				
3	SSS-381	खगड़िया	1	मध्य विद्यालय रामपुर	530.85	10.62	26, 900.00	15 माह
			2	मध्य विद्यालय बड़ी पैकात				
			3	मध्य विद्यालय मदारपुर				
			4	मध्य विद्यालय नशकीपुर				
			5	मध्य विद्यालय देवठा				
4	SSS-382	खगड़िया	1	मध्य विद्यालय धनछार बुच्चा	106.85	2.14	15,650.00	15 माह
5	SSS-383	खगड़िया	1	मध्य विद्यालय काशिमपुर	108.82	2.18	15,650.00	15 माह
6	SSS-384	बाँका	1	उत्कर्मित मध्य विद्यालय फुलहरा	217.16	4.34	15,650.00	15 माह
			2	मध्य विद्यालय, भोरा बाजार				
7	SSS-385	बाँका	1	उत्कर्मित मध्य विद्यालय, टेंगरा	216.18	4.32	15,650.00	15 माह
			2	उत्कर्मित मध्य विद्यालय, बेला विजहरा				
8	SSS-386	बेगूसराय	1	मध्य विद्यालय, अकहा ररिऔना	104.74	2.09	15,650.00	15 माह
9	SSS-387	बेगूसराय	1	उर्दू मध्य विद्यालय, तुरुल्लाहपुर	107.24	2.14	15,650.00	15 माह
10	SSS-388	बेगूसराय	1	मध्य विद्यालय, गीरीडीह	104.70	2.09	15,650.00	15 माह
11	SSS-389	कटिहार	1	मध्य विद्यालय शिव लाल टोला चॉपी	108.38	2.16	15,650.00	15 माह
12	SSS-390	कटिहार	1	बालिका मध्य विद्यालय, पोठिया	107.52	2.15	15,650.00	15 माह
13	SSS-391	कैमूर	1	उत्कर्मित राजकीय म० विद्यालय, बदवांकला	432.80	8.65	26, 900.00	15 माह
			2	उत्कर्मित राजकीय मध्य विद्यालय, बहेड़ा				
			3	उत्कर्मित राजकीय मध्य विद्यालय, कन्हनार				
			4	मध्य विद्यालय, दहार				
14	SSS-392	कैमूर	1	मध्य विद्यालय, अमीव	105.07	2.10	15,650.00	15 माह
15	SSS-393	कैमूर	1	मध्य विद्यालय, जैतपुरकला	105.05	2.10	15,650.00	15 माह
16	SSS-394	कैमूर	1	मध्य विद्यालय, कथेज	105.12	2.10	15,650.00	15 माह
17	SSS-395	कैमूर	1	मध्य विद्यालय, कोटा	105.06	2.10	15,650.00	15 माह
18	SSS-396	कैमूर	1	मध्य विद्यालय, नोनार	105.14	2.10	15,650.00	15 माह
19	SSS-397	कैमूर	1	उत्कर्मित मध्य विद्यालय, डुमारकोन	105.13	2.10	15,650.00	15 माह
20	SSS-398	मधुबनी	1	मध्य विद्यालय, सुरियाही	113.23	2.26	15,650.00	15 माह
21	SSS-399	मधेपुरा	1	मध्य विद्यालय, वृदावन	221.29	4.42	15,650.00	15 माह
			2	मध्य विद्यालय, परमानन्दपुर				
22	SSS-400	मुंगेर	1	मध्य विद्यालय, इन्द्ररुख	104.22	2.08	15,650.00	15 माह
23	SSS-401	मुंगेर	1	मध्य विद्यालय, चरौन	104.25	2.08	15,650.00	15 माह
24	SSS-402	मुंगेर	1	मध्य विद्यालय, मोहनपुर	105.90	2.11	15,650.00	15 माह
25	SSS-403	मुंगेर	1	कन्या मध्य विद्यालय, शिवकुंड	105.23	2.10	15,650.00	15 माह
26	SSS-404	किशनगंज	1	मध्य विद्यालय, हलमला	110.65	2.21	15,650.00	15 माह
27	SSS-405	किशनगंज	1	उत्कर्मित मध्य विद्यालय, साहपुर	111.36	2.22	15,650.00	15 माह
28	SSS-406	किशनगंज	1	मध्य विद्यालय, झनकी मुसहरी पूर्वी	115.03	2.30	15,650.00	15 माह
29	SSS-407	किशनगंज	1	मध्य विद्यालय, डामलबारी	112.62	2.25	15,650.00	15 माह
30	SSS-408	किशनगंज	1	मध्य विद्यालय, भाटाबारी	112.82	2.26	15,650.00	15 माह
31	SSS-409	शिवहर	1	मध्य विद्यालय कटसरी	110.75	2.21	15,650.00	15 माह
32	SSS-410	भागलपुर	1	उत्कर्मित मध्य विद्यालय, बाबुपुर	103.94	2.10	15,650.00	15 माह

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Shivkr Agarwal

24/01

33	SSS-411	पश्चिम चम्पारण	1	मध्य विद्यालय, बरगाँव	112.75	2.26	15,650.00	15 माह
34	SSS-412	पश्चिम चम्पारण	1	उत्क्रमित मध्य विद्यालय, भेरीहरी कॉलोनी	225.50	4.51	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, पचरुखा				
35	SSS-413	पश्चिम चम्पारण	1	मध्य विद्यालय, अजुआ सुगौली	111.60	2.23	15,650.00	15 माह
36	SSS-414	पश्चिम चम्पारण	1	उत्क्रमित मध्य विद्यालय, मरहिया	111.53	2.23	15,650.00	15 माह
37	SSS-415	पटना	1	मध्य विद्यालय, धोखरा	107.40	2.15	15,650.00	15 माह
38	SSS-416	पूर्णीयाँ	1	मध्य विद्यालय, सुधुवेली	325.35	6.51	15,650.00	15 माह
			2	मध्य विद्यालय, जियनगंज, गुरही				
			3	मध्य विद्यालय, कमलपुर, अमरा, लागन				
39	SSS-417	पूर्णीयाँ	1	मध्य विद्यालय, सोरसोनी बिजुलिया	108.45	2.17	15,650.00	15 माह
40	SSS-418	पूर्णीयाँ	1	मध्य विद्यालय, मढ़वा	108.48	2.17	15,650.00	15 माह
41	SSS-419	पूर्णीयाँ	1	मध्य विद्यालय, महलबारी	108.50	2.17	15,650.00	15 माह
42	SSS-420	पूर्णीयाँ	1	मध्य विद्यालय, बेलवा	107.55	2.15	15,650.00	15 माह
43	SSS-421	पूर्णीयाँ	1	मध्य विद्यालय, सोनदीप	109.27	2.19	15,650.00	15 माह
44	SSS-422	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, त्रिवेणी	111.41	2.23	15,650.00	15 माह
45	SSS-423	पूर्वी चम्पारण	1	राजकीय मध्य विद्यालय, कटहा	108.82	2.18	15,650.00	15 माह
46	SSS-424	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, इन्द्रगाछी नवीन	108.84	2.17	15,650.00	15 माह
47	SSS-425	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, टकटकापुर	108.70	2.17	15,650.00	15 माह
48	SSS-426	पूर्वी चम्पारण	1	राजकीय मध्य विद्यालय, बंजरिया	108.74	2.17	15,650.00	15 माह
49	SSS-427	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, फुलवरिया	221.06	4.42	15,650.00	15 माह
			2	मध्य विद्यालय, पचपकड़ी				
50	SSS-428	पूर्वी चम्पारण	1	मध्य विद्यालय, पुरनहिया	109.30	2.19	15,650.00	15 माह
51	SSS-429	रोहतास	1	मध्य विद्यालय, नोनहर	208.95	4.18	15,650.00	15 माह
			2	मध्य विद्यालय, उदय डिहरी				
52	SSS-430	रोहतास	1	उत्क्रमित मध्य विद्यालय, टुम्बा	103.74	2.07	15,650.00	15 माह
53	SSS-431	रोहतास	1	उत्क्रमित मध्य विद्यालय, पियाकला	104.60	2.09	15,650.00	15 माह
54	SSS-432	समस्तीपुर	1	मध्य विद्यालय, मियारी	214.08	4.28	15,650.00	15 माह
			2	मध्य विद्यालय, मुसापुर				
55	SSS-433	समस्तीपुर	1	मध्य विद्यालय, शेरपुर	107.18	2.14	15,650.00	15 माह
56	SSS-434	समस्तीपुर	1	मध्य विद्यालय, गुनाई, बसही	106.94	2.14	15,650.00	15 माह
57	SSS-435	समस्तीपुर	1	राजकीय मध्य विद्यालय, बेलसंडी, तारा	322.62	6.45	15,650.00	15 माह
			2	मध्य विद्यालय, खम्हार				
			3	राजकीय मध्य विद्यालय, मानाराय टोला				
58	SSS-436	समस्तीपुर	1	राजकीय मध्य विद्यालय, कमराउ	107.20	2.14	15,650.00	15 माह
59	SSS-437	सीतामढ़ी	1	राजकीय मध्य विद्यालय, निमाही	109.70	2.19	15,650.00	15 माह
60	SSS-438	सीतामढ़ी	1	मध्य विद्यालय, तारादेवी, रंजीतपुर	109.60	2.19	15,650.00	15 माह
61	SSS-439	सुपौल	1	मध्य विद्यालय, लोकहा	222.44	4.45	15,650.00	15 माह
			2	बालिका मध्य विद्यालय, सुपौल				
62	SSS-440	सुपौल	1	मध्य विद्यालय, ब्रह्मबुलोक दुबियाही	113.09	2.26	15,650.00	15 माह
63	SSS-441	दरभंगा	1	उत्क्रमित मध्य विद्यालय, टटुआर	111.08	2.22	15,650.00	15 माह
64	SSS-442	दरभंगा	1	उत्क्रमित मध्य विद्यालय, बिरौल अकबरपुर	219.10	4.38	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, सोनपुर पघारी				
65	SSS-443	दरभंगा	1	उत्क्रमित मध्य विद्यालय, जयदेवपट्टी	111.06	2.22	15,650.00	15 माह
66	SSS-444	दरभंगा	1	मध्य विद्यालय, मुरैठा	111.08	2.22	15,650.00	15 माह
67	SSS-445	जमुई	1	मध्य विद्यालय, बुकार	310.53	6.21	15,650.00	15 माह
			2	मध्य विद्यालय, सोनपे				
			3	मध्य विद्यालय, नवीनगर				

68	SSS-446	जमुई	1	मध्य विद्यालय, गुगुलडीह	208.66	4.17	15,650.00	15 माह
			2	उत्कर्मित मध्य विद्यालय, देवचक				
69	SSS-447	जमुई	1	मध्य विद्यालय, चाननवार	208.86	4.18	15,650.00	15 माह
			2	मध्य विद्यालय, प्रधानचक				
70	SSS-448	जमुई	1	मध्य विद्यालय, बटिया	211.20	4.22	15,650.00	15 माह
			2	उत्कर्मित मध्य विद्यालय, रजौल				
71	SSS-449	जमुई	1	मध्य विद्यालय, सिमलतला	317.07	6.34	26,900.00	15 माह
			2	मध्य विद्यालय, बाजिला				
			3	मध्य विद्यालय, बुधीखर				
72	SSS-450	जमुई	1	मध्य विद्यालय, बोनइ	214.24	4.28	15,650.00	15 माह
			2	मध्य विद्यालय, बेन्द्रा				
73	SSS-451	नालंदा	1	मध्य विद्यालय, मौलनाचक	104.18	2.08	15,650.00	15 माह
74	SSS-452	नावादा	1	मध्य विद्यालय, सिरैला	105.28	2.10	15,650.00	15 माह
75	SSS-453	नावादा	1	मध्य विद्यालय, चौबे	106.40	2.13	15,650.00	15 माह
76	SSS-454	नावादा	1	मध्य विद्यालय, धमान	210.56	4.21	15,650.00	15 माह
			2	उत्कर्मित मध्य विद्यालय, कालुआबार				
77	SSS-455	अररिया	1	उत्कर्मित मध्य विद्यालय, भवानीनगर	110.64	2.21	15,650.00	15 माह
78	SSS-456	अररिया	1	उत्कर्मित मध्य विद्यालय, बारा इस्तागबरार	109.56	2.19	15,650.00	15 माह
79	SSS-457	औरंगाबाद	1	मध्य विद्यालय, अहियापुर	103.05	2.06	15,650.00	15 माह
80	SSS-458	औरंगाबाद	1	मध्य विद्यालय, सिडुली दरगाह	206.09	4.12	15,650.00	15 माह
			2	मध्य विद्यालय, लोहरा				
81	SSS-459	औरंगाबाद	1	मध्य विद्यालय, थेगो	208.72	4.17	15,650.00	15 माह
			2	मध्य विद्यालय, कंडी				
82	SSS-460	औरंगाबाद	1	मध्य विद्यालय, दलारे	102.80	2.06	15,650.00	15 माह
83	SSS-461	औरंगाबाद	1	मध्य विद्यालय, छालीदोहर	102.71	2.05	15,650.00	15 माह
84	SSS-462	औरंगाबाद	1	मध्य विद्यालय, महदीनपुर	102.74	2.05	15,650.00	15 माह
85	SSS-463	गया	1	मध्य विद्यालय, महकार	104.40	2.09	15,650.00	15 माह
86	SSS-464	गया	1	मध्य विद्यालय, सरैयाटाड़	102.41	2.05	15,650.00	15 माह
87	SSS-465	गया	1	मध्य विद्यालय बहेड़ा चौमार	209.14	4.18	15,650.00	15 माह
			2	मध्य विद्यालय, दरगांगा				
88	SSS-466	गोपालगंज	1	उत्कर्मित मध्य विद्यालय, बलरा	215.98	4.32	15,650.00	15 माह
			2	मध्य विद्यालय, गुंजा बखरी				
89	SSS-467	लखीसराय	1	उत्कर्मित मध्य विद्यालय, कुंदर	103.53	2.07	15,650.00	15 माह
90	SSS-468	लखीसराय	1	मध्य विद्यालय, रसुलपुर	207.34	4.15	15,650.00	15 माह
			2	उत्कर्मित मध्य विद्यालय, कनिमोह				
91	SSS-469	शेखपुरा	1	मध्य विद्यालय, पदा	103.68	2.08	15,650.00	15 माह

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

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

- (2) विज्ञापन निर्गत करने की तिथि :- दिनांक:- 27-05-2014
- (3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक- 16-06-2014 से 30-06-2014 15:00 घंटा
(वेबसाइट: www.eproc.bihar.gov.in पर)
- (4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :- दिनांक:- 20.06.2014 14:30 घंटा प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।
- (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक- 01-07-2014 समय-15:00 घंटा
- (6) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक- 04.07-2014 समय- 16:30 घंटा
(वेबसाइट-www.eproc.bihar.gov.in पर)
- (7) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक- 18-07-2014, समय- 16:00 घंटा
- (8) निविदा खोलने का स्थान :- वेबसाइट-www.eproc.bihar.gov.in पर
- (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 उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट www.eproc.bihar.gov.in से डाउनलोड करने/टेंडर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।

Dhiren Kr. Aggarwal.

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Ja

(11) ई-निविदा पत्र वेबसाईट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाईट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाईट 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।

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

(13) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतये हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 04-07-2014 के 16:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगी।

(ख) 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 पटना में भुगतये एकाउन्ट पेयी डिमाण्ड ड्राफ्ट, फिक्सड डिपोजिट रिसिप्ट, बैक्स चेक 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 04-07-2014 के 16:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगी।

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

(15) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाईट 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।

(16) 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 0612-2523006/7542028164

मुख्य अभियंता

Shirish Agrawal.

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

AGREEMENT FOR SENIOR SECONDRY SCHOOL IN BIHAR

THE ITEM RATES ARE BASED ON S.O.R BCD BIHAR, Dated-11.08.2013 & DSR (CIVIL&ELECTRICAL)
2013

		(GROUP NO.:- S.S.S-440)				
<u>Sl. No.</u>	<u>District.</u>	<u>Name of School</u>				
1	सुपौल	मध्य विद्यालय, ब्रह्मबुलाक दुबियाही /				
BUILDING WORKS: (Quantity Per School)						
CIVIL WORKS (1% labour cess included in SOR)						
Sl. No.	SOR Item No.	Item of Work	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6	7
PILE WORKS						
1	23.2	Boring providing and installing bored cast-in-situ reinforced cement concrete pile of specified diameter and length below the pile cap in cement concrete 1:1.5:3(1 cement: 1.5 coarse sand :3 graded stone aggregate or 20 mm nominal size) to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring with casing and /or bentonite solutionand the length of the piie to be embeded in the pile cap. (Length of pile for payment shall be measured upto bottom of pile cap).				
	23.2.1	300 mm dia Pile	0.000	meter	385.20	Rs. Three hundred eighty five and paise twenty only.
	23.2.2	400 mm dia Pile	0.000	meter	686.00	Rs. Six hundred eighty six only.
	23.2.3	450 mm dia Pile	0.000	meter	868.60	Rs. Eight hundred sixty eight and paise sixty only.
	23.2.4	600 mm dia Pile	0.000	meter	1544.30	Rs. One thousand five hundred forty four and paise thirty only.

Dhishikz Agarwal.

Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/01

15-3-2014

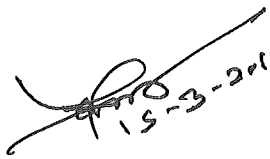
23.2.5	Making 25 cm (10") dia bore up to 4 mtr depth below ground with hand auger of approved quality in ordinary soil (vide classification of soil item A) true to plumb and without eccentricity in any stage of operation and disposal of the excavated earth up to 50 mtr, Lead including all lifts, all complete as per approved design and direction of E/I.	0.000	meter	80.40	Rs. Eighty and paise forty only.
23.2.6	63 CM (25) UNDER-REAM Making 63 cm (25) dia under ream at required with hand auger of approved quality in ordinary soil (vide classification of soil item - A) true to plumb and without eccentricity in any stage of operation and disposal of the excavated earth up to 50 mts lead including all lifts, all complete as per approved design and direction of (E/I).	0.000	meter	85.70	Rs. Eighty five and paise seventy only.
2	23.3	Boring, Providing and installing cast in situ single under reamed piles of specified diameter and length below pile cap in cement concrete piles with mix 1:1.5:3 (1 cement:1 1/2 coarse sand:3 graded stone aggregate 20 mm nominal size) to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring with bentonite solution and the length of the pile to be embedded in pile cap etc all complete. (Length of pile for payment shall be measured upto to the bottom of pile cap).			
23.3.1	300 mm dia Pile	0.000	meter	446.30	Rs. Four hundred forty six and paise thirty only.
23.3.2	400 mm dia Pile	0.000	meter	846.10	Rs. Eight hundred forty six and paise ten only.

Shri K. Agarwal.

15-3-2016
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
2/12

	23.3.3	450 mm dia Pile	0.000	meter	1090.50	Rs. One thousand ninety and paise fifty only.
	23.3.4	500 mm dia Pile	0.000	meter	1315.30	Rs. One thousand three hundred fifteen and paise thirty only.
3	23.4	Extra over item no 23.3 for boring, providing and installing cast in situ double under reamed piles, instead of single under ream of specified diameter and length. (Only the quantity of extra bulbs are to be paid).	0.000	Each	614.70	Rs. Six hundred fourteen and paise seventy only.
	EARTHWORK IN EXCAVATION					
4	2.8.1	Earthwork in excavation in areas(exceeding 30cm in depth. 1.5m in width as well as 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 10+2, Building = 670.430 cum Septic Tank = 31.89 cum Total quantity = 702.32 cum	702.320	cum	178.40	Rs. One hundred seventy eight and paise forty only.
5	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 10+2, Building = 472.560 sqm	472.560	100 sqm	642.500	Rs. Six hundred forty two and paise fifty only.
	EARTH FILLING					
6	2.26	Filling available excavated earth (excluding rock) in trenches and plinth side of foundation etc. in layers not exceeding 20cm. thick in depth consolidating each deposited layer by ramming and watering lead. 10+2, Building = 498.660 cum	498.660	cu.m	57.80	Rs. Fifty seven and paise eighty only.

Dhivikr Agarwal.


 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
 24/11/16

	SAND FILLING					
7	2.28	Supplying and filling in plinth with local sand and under floots including watering, ramming consolidating and dressing complete. 10+2,Building = 406.030 cum Septic Tank = 1.020 cum Total quantity = 407.230 cum	407.050	cu.m	186.30	Rs. One hundred eighty six and paise thirty only.
	FLAT BRICK SOLING					
8	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. 10+2,Building = 791.720 sq.m Septic Tank = 13.570 sq.m Total quantity = 805.290 sq.m	805.290	sq.m	212.900	Rs. Two hundred twenlve and paise ninety only.
	P.C.C.					
9	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) 10+2,Building =26.250 cum	26.250	cu.m	2245.10	Rs. Two thousand two hundred forty five and paise ten only.
10	4.5.5	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- all work upto plinth level. 1:3:6 (1cement: 3 coarse sand : 6 graded stone aggregate 20mm nominal size) 10+2,Building = 33.130 cum Septic Tank = 2.980 cum Total quantity = 36.110 cum	36.110	cu.m	2688.70	Rs. Two thousand six hundred eighty eight and paise seventy only.
	FLOORING					
11	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. 10+2,Building =34.310 cum	34.310	sq.m	922.000	Rs. Nine hundred twenty two only.

Shivendra Agrawal.

15-3-2016

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/03

WALL TILES						
12	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. 10+2,Building =127.980 cum	127.980	sq.m	844.000	Rs. Eight hundred forty four only.
FLOORING & SKIRTING						
13	11.17.2	40mm thick marble chips flooring, rubbed and polished to granolithic finish, under layer 28mm thick cement concrete 1:2:4(1 cement : 2 coarse sand : 4 graded stone aggregate 12.5mm nominal size) and top layer 12mm thick with white, black, chocolate, grey, yellow or baroda green marble chips of sizes for 7mm to 10mm nominal size laid in cement marble powder mix 3:1 (3 cement : 1 marble powder mix : 3 marble chips) by volume including cement slurry etc. complete. Light shade pigment with white cement 10+2, Buildind at Flooring = 850.103 sqm 10+2, Buildind at Skirting = 51.750 sqm Total quantity =901.853 sqm	901.853	sq.m	418.10	Rs. Four hundred eighteen and paise ten only.
14	11.20.1	Providing and fixing glass strips in joints of terrazo/cement concrete floors. 40mm wide and 4mm thick 10+2, Building=2500 Meter	2500.000	m	24.00	Rs. Twenty four only.
R.C.C. WORK BELOW PLINTH LVL.						
15	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) 10+2,Building =70.759 cum	70.759	cu.m	5145.40	Rs. Five thousand one hundred forty five and paise forty only.

Dhivai kr Aggarwal.


 15-2-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
 24/2

16	5.1.3	1:2:4 (1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size) Septic Tank =0.93 cum	0.930	cum	3380.80	Rs. Three thousand three hundred eighty and paise eighty only.
R.C.C. WORK ABOVE PLINTH LVL.						
17	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) 10+2,Building =55.400 cum	55.400	cu.m	5567.10	Rs. Five thousand five hundred sixty seven and paise ten only.
18	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) 10+2,Building =226.020 cum	226.020	cu.m	4328.22	Rs. Four thousand three hundred twenty eight and paise twenty two only.
	BRICK WORK					
19	6.1.14A	Brick work with bricks of class designation 100A in foundations and plinth in cement mortar 1:6 (1cement :6 coarse sand) 10+2,Building =60.682 cum	60.682	cu.m	3713.50	Rs. Three thousand seven hundred thirteen and paise fifty only.

Discreetly Agreed.

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/2

20	6.1.14A + 6.3A	Brick work with bricks of class designation 100A in superstructure above plinth level upto three floor cement mortar 1:6 (1cement :6 coarse sand) 10+2,Building =305.414 cum	305.414	cu.m	4092.30	Rs. Four thousand ninety two and paise thirty only.
21	6.1A + 6.1.12/1	In foundations and plinth level Cement mortar 1:4 (1 cement: 4 coarse sand) Septic Tank=8.75 cum	8.750	cum	3914.60	Rs. Three thousand nine hundred fourteen and paise sixty only.
22	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) 10+2,Building =52.276 sqm	52.276	Sq.m.	500.10	Rs. Five hundred and paise ten only.
23	6.21A	Extra for providing and placing in position 2 nos., 6dia MS bars at every third course of half briq masonry (with F.P.S. brick) 10+2,Building =52.276 sqm	52.276	Sq.m.	68.70	Rs. Sixty eight and paise seventy only.
PLASTER WORK						
24	13.13.4	20 mm cement plaster of mix ; 1:6 (1 cement : 6 coarse sand) 10+2,Building =1253.370 sqm	1253.370	sq.m	110.00	Rs. One hundred ten only.
25	13.13.1 + 13.26	1:3 (1 cement: 3 coarse sand) with neat cement punning Septic Tank=16.65 sqm	16.650	sqm	172.00	Rs. One hundred seventy two only.
26	13.11.4	12mm thick Cement plaster of mix 1:6 (1 cement : 6 coarse sand) 10+2,Building =1822.590 sqm	1822.590	sq.m	79.10	Rs. Seventy nine and paise ten only.
27	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 (1cement : 3 sand) Septic Tank=52.82 sqm	52.820	sqm	132.10	Rs. One hundred thirty two and paise ten only.
28	13.24.2	6mm thick Cement plaster of Ceiling mix 1:4 (1 cement : 4 coarse sand) 10+2,Building =861.050 sqm	861.050	sq.m	68.20	Rs. Sixty eight and paise twenty only.

Director Approved:


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna


29	11.4.2 + 11.14	Cement concrete flooring 1:2:4(1 cement:2 coarse:sand:4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, etc. but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate. Extra for making chequers of approved pattern on cement concrete floors, steps, landing, pavemerts etc. 10+2,Building =473.126 sqm	473.126	sq.m	224.20	Rs. Two hundred twenty four and paise twenty only.
FINISHING WORK						
30	13.78.1	Applying one coat of cement primer of approved brand and manufacture on wall surface : Cement primer 10+2, Building External Wall= 1253.370 sqm	1253.370	sq.m	22.10	Rs. Twenty two and paise ten only.
31	13.79.1	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade New work (three or more coats) 10+2, Building External Wall= 1253.370 sqm	1253.370	sq.m	51.70	Rs. Fifty one and paise seventy only.
32	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 10+2, Building Internal Wall & Ceiling= 2683.640 sqm Total quantity =2683.640 sqm	2683.640	sq.m	28.70	Rs. Twenty eight and paise seventy only.
33	13.81.1	Applying priming coat with ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and softwood) 10+2,Building =217.728 sqm	217.728	sq.m	20.50	Rs. Twenty and paise fifty only.
34	13.81.3	Applying priming coat with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel work. 10+2,Building =179.136 sqm	179.136	sq.m	16.40	Rs. Sixteen and paise forty only.

Shivika Aggarwal

15-3-2016
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24

35	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 10+2,Building =396.866 sqm	396.866	sq.m	42.00	Rs. Forty two only.
36	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. 10+2,Building =753.900 Kg	753.900	Kg.	55.40	Rs. Fifty five and paise forty only.
37	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. 10+2,Building =90.720 sqm	90.720	sq.m	2336.40	Rs. Two thousand three hundred thirty six and paise forty only.
STEEL WORK						
38	10.12.1 + 10.13B	Providing and fixing glazed steel doors, windows or ventilators of standard rolled steel sections, joints mitered and welded with 15x3 mm M.S. lugs 10cm long with steel legs embedded in cement concrete blocks 15x10x10cm.of (1:3:6) (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. 10+2,Building =140.400 sqm	140.400	sq.m	3197.50	Rs. Three thousand one hundred ninety seven and paise fifty only.

Dhiren K. Agarwal.

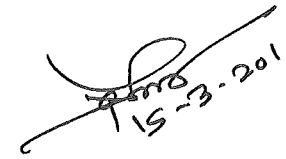

 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
 24

2



39	10.12.1 + 10.13C	Providing and fixing glazed steel doors, windows or ventilators of standard rolled steel sections, joints mitred and welded with 15x3 mm M.S. lugs 10cm long with steel legs embedded in cement concrete blocks 15x10x10cm. of (1:3:6) (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing of glass panels with glazing clips and special metal-sash putty of approved make complete including applying a priming coat of approved steel primer excluding the cost of metal beading and other fitting except necessary hinges or pivots as required Extra for providing and fixing steel beading of approved shape and section with screws instead of glazing clips and met. Sash putty in steel doors, windows, ventilators and composite units. 10+2, Building = 5.580 sqm	5.580	sq.m	3203.30	Rs. Three thousand two hundred three and paise thirty only.
40	9.82.1	Providing and fixing M.S. grills of requirement pattern in frames of windows etc. with M.S. flats square or round bars etc all complete fixed to steel windows by welding. 10+2, Building = 3940.992 Kg	3940.992	Kgs.	83.90	Rs. Eighty three and paise ninety only.
41	5.29	Reinforcement for RCC work including straightening, cutting, bending, placing in position and bonding all complete.				
		TMTC-500				
	5.29.7A	TMTC-500 8mm dia 10+2, Building = 15680 Kg Septic Tank = 93 Kg Total quantity = 15773 Kg	15773.000	KG	67.00	Rs. Sixty seven only.
	5.29.7B	TMTC-500 10mm dia 10+2, Building = 919 Kg	919.000	KG	65.70	Rs. Sixty five and paise seventy only.
	5.29.7C	TMTC-500 12mm dia 10+2, Building = 12199 Kg	12199.000	KG	65.10	Rs. Sixty five and paise ten only.

Dhiman K. Dasgupta.


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
 24/21

5.29.7D	TMT-500 16mm dia 10+2,Building =2176 Kg	2176.000	KG	65.70	Rs. Sixty five and paise seventy only.
5.29.7E	TMT-500 20mm dia 10+2,Building = 717 Kg	717.000	KG	65.50	Rs. Sixty five and paise fifty only.
5.29.7F	TMT-500 25mm dia 10+2,Building = 2321 Kg	2321.000	KG	65.50	Rs. Sixty five and paise fifty only.
42	10.19 Providing & fixing M.S. Fan hook of 16 mm. dia. M.S. bar 1 Mtr. Long bent to required size and shape, placed in position and fixed in Truss Frame / RCC Slab / beam at the time of casting all complete as per building specification and direction of E/I. (Where materials is not supplied by deptt.) 10+2,Building = 60.0 Each	60.000	Each	108.20	Rs. One hundred eight and paise twenty only.
43	10.33.1 Providing & fixing hand rail by welding etc. to steel ladder railing & staircases railing including applying a priming coat of approved steel primer. MS tube (medium) 40mm nominal bore. 10+2,Building = 470.0 Kg	470.000	kg.	81.60	Rs. Eighty one and paise sixty only.
MISCELLANEOUS WORK					
44	DSR 4.17 Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement :3 coarse sand : 6 graded stone aggregate 20mm nominal size) over 75mm bad by dry brick ballast 40mm nominal size well rammend and consolidated and grouted with fine sand including finishing the top smooth. 10+2,Building = 96.713 sqm	96.713	sq.m	382.74	Rs. Three hundred eighty two and paise seventy four only.
SHUTTERING					
45	5.14.1 Centring and shuttering including strutting, propping etc. and removal of form for foundation, footings, basees of columns etc. for mass concrete. 10+2,Building = 112.308 sqm	112.308	Sqm.	137.78	Rs. One hundred thirty seven and paise seventy eight only.

Bhishikr Arora

15-03-2016
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

21/04

46	5.14.5	Centring and shuttering including strutting, propping etc. and removal of form for lintel, beams, plinth beams, griders, bressumers and contilevers. 10+2,Building = 632.565 sqm	632.565	Sqm.	195.60	Rs. One hundred ninety five and paise sixty only.
47	5.14.6	Centring and shuttering including strutting, propping etc. and removal of form for columns, pillars, piers, abutments, posts and struts 10+2,Building = 963.060 sqm	963.060	Sqm.	283.30	Rs. Two hundred eighty three and paise thirty only.
48	5.14.3	Centring and shuttering including strutting, propping etc. and removal of form for suspended floors, roofs, landings, balconies and access platform. 10+2,Building = 922.610 sqm	922.610	Sqm.	229.80	Rs. Two hundred twenty nine and paise eighty only.
			TOTAL COST OF CIVIL WORKS (A)			8,990,887.00
Plumbing and Sanitary Works (1% labour cess has been added on current SOR as labour cess is not included in current SOR).						
49	B.S.R 12.78.2	Providing and fixing on wall face unplastidsed PVC (working pressure 4 kgf per sqm) rain water pipes cinforming to IS:4985 including jointing with seal ring conforming to IS:5382 leaving 10 mm gap for thermal expansion. 110 mm diameter. 10+2, Building =50 MTS	50	MTS	199.60	Rs. One hundred ninety nine and paise sixty only.
50	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 munally controlled device (handle level) conforming to IS : 7231 Parryware/Hindware with all fittings and fixtures complete including cutting and making good the walls and floors wherever required. White Vitreous China Orissa pattern W C pan of size 580 x 440 mm with integral type foot rest. 10+2, Building =5 Each	5	Each	3,297.90	Rs. Three thousand two hundred ninety seven and paie ninety only.

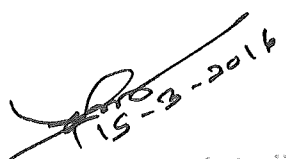
Bhisei Kr Arzawal.


 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

249.

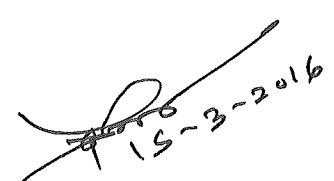
51	D.S.R 17.2.2	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required : W.C. pan with ISI marked black solid plastic seat and lid 10+2, Building =5 Each	5	Each	3,198.22	Rs. Three thousand one hundred ninety eight and paise twenty two only.
52	D.S.R 17.4.3	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I. clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern. 10+2, Building =6 Each	6	Each	6,956.02	Rs. Six thousand nine hundred fifty six and paise two only.
53	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 : White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps. 10+2, Building =10 Each	10	Each	2,196.40	Rs. Two thousand one hundred ninety six and paise forty only.
54	D.S.R 17.28.2.1	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Flexible pipe 32 mm dia 10+2, Building =10 Each	10	Each	73.28	Rs. Seventy three and paise twenty eight only.

Dhivakar Agarwal.


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna.
 2/2.

55	D.S.R 17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : Rectangular shape 453 x 357 mm 10+2, Building =10 Each	10	Each	707.30	Rs. Seven hundred seven and paise thirty only.
56	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., complete. 10+2, Building =10 Each	10	Each	527.42	Rs. Five hundred twenty seven and paise forty two only.
57	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 10+2, Building =100 Meter	100	Meter	962.03	Rs. Nine hundred sixty two and paise three only.
58	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 10+2, Building =10 Each	10	Each	70.80	Rs. Seventy and paise eighty only.
59	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 10+2, Building =10 Each	10	Each	628.78	Rs. Six hundred twenty eight and paise seventy eight only.
60	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 10+2, Building =14 Each	14	Each	947.43	Rs. Nine hundred forty seven and paise forty three only.

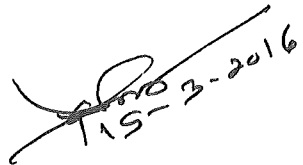
Director Assessee.


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

24/2

61	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 10+2, Building =90 meter	90	meter	245.88	Rs. Two hundred forty five and paise eighty eight only.
62	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 10+2, Building =100 meter	100	meter	257.50	Rs. Two hundred fifty seven and paise fifty only.
63	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 10+2, Building =25 meter	25	meter	205.13	Rs. Two hundred five and paise thirteen only.

Bhishan Agarwal.


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
24/01

- 23 -

64	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. 10+2, Building =6000 per litre	6000	per litre	6.36	Rs. Six and paise thirty six only.
65	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. 10+2, Building =10 Each	10	Each	462.98	Rs. Four hundred sixty two and paise ninety eight only.
66	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. 10+2, Building =24 Each	24	Each	624.89	Rs. Six hundred twenty four and paise eighty nine only.
67	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	30	meter	548.99	Rs. Five hundred forty eight and paise ninety nine only.
68	D.S.R 19.6.1	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete: 100 mm dia R.C.C. pipe 10+2, Building =10 meter	10	meter	315.02	Rs. Three hundred fifteen and paise two only.
69	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 10+2, Building =4 Each	4	meter	3,812.70	Rs. Three thousand eight hundred twelve and paise seventy only.

Shri Kiran Aggarwal.

15-3-2016
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/2

70	D.S.R 19.30.1.1	Constructing brick masonry chamber for Underground C.I. Inspection Chamber and bend with 75 class designation bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. Cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover with frame to be not less than 38 kg. (weight of cover 23 kg. and weight of frame 15 kg.) RCC top slab with 1:1.5:3 mix (1 cement: 1.5 coarse sand :3 graded stone aggregate 20 mm nominal size) foundation concrete 1:5:10 mix (1 cement:5 coarse sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm th. with cement mortar 1:3 (1cement:3 coarse sand) finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design. Inside dimensions 466x610 mm and 45cm deep for single pipe line : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5 10+2, Building =4 Each	4	Each	4,550.05	Rs. Four thousand five hundred fifty and paise five only.
71	D.S.R 19.32.1	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 10+2, Building =1 Each	1	Each	16,872.50	Rs. Sixteen thousand eight hundred seventy two and paise fifty only.
72	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 10+2, Building =4 Each	4	Each	285.58	Rs. Two hundred eighty five and paise fifty eight only.
Construction of 125 mm x 40 mm x 90 m Tube well						
Part 'A' - Cost of Materials						
73		125mm dia UPVC casing pipe confirming to ISS	27	Meter	315.00	Rs. Three hundred fifteen only.

Bhiseki Agarwal.


 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

24/9

-25-

74		40mm dia UPVC pipe confirming to ISS	48	Meter	99.38	Rs. Ninety nine and paise thirty eight only.
75		40mm dia PVC ribbed strainer of approved quality	8	Meter	182.00	Rs. One hundred eighty two only.
76		Reducing socket 125mm x 40mm	1	Each	270.00	Rs. Two hundred seventy only.
77		Supplying all labour and materials & fitting & fixing PVC cap over the new sink T/well	1	Each	140.00	Rs. One hundred forty only.
78	B.S.R 1548	Providing and fixing of G.I pipes complete with G.I fittings and clamps, including, cutting and making good etc 32 mm dia (15% C.P & 1% L.Cess)	18	mtr	206.62	Rs. Two hundred six and paise sixty two only.
79	B.S.R 1928	32 mm nominal bore Brass Full valve (15% C.P & 1% L.Cess)	1	Each	457.78	Rs. Four hundred fifty seven and paise seventy eight only.
80		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	Each	26,446.00	Rs. Twenty six thousand four hundred forty six only.
	Part 'B' - Cost of Labour					
		Boring by jet dheki by suitable cutter of reduce as the case may be lowering 125 mm x U.P.V.C x 40 mm dia G.I pipe & strainer of standard quality iron, shoe, plug & socket etc. all complete including providing all tools and plants required for the job as per specification and direction of the engineer in charge.				
		(i) 0 to 30.5 m				
81		(a) For 125 mm dia U.PV.C pipe	27	mtr	208.77	Rs. Two hundred eight and paise seventy seven only.
82		(b) for 40 mm dia UPVC pipe				

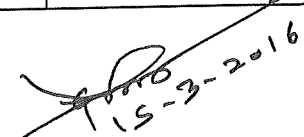
Director for Approval.

15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

24th

		(i) 0 to 30.5 m	3.5	mtr	119.03	Rs. One hundred nineteen and paise three only.
		(ii) 30.5 m to 61.0 m				
83		(a) For 40 mm dia UPVC pipe	30.5	mtr	136.88	Rs. One hundred thirty six and paise eighty eight only.
		(iii) 61.00 m to 75.00 m				
84		a) For 40mm dia UPVC pipe	14	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
		(iv) 75.00 m to above				
85		a) For 40mm dia UPVC ribbed strainer of approved quality	8	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
86		Providing all labour & tools and lowering 32 mm dia G.I pipe as per specificatin etc. all Complete	24	mtr	21.34	Rs. Twenty one and paise thirty four only.
87		Supplying labour and developing the T/Well to have sand free discharge all complete as per direction of E/I	1	Each	280.50	Rs. Two hundred eighty and paise fifty only.
88	Code no. of 1352	(i) C.I. cover and frame 300 x 300 mm inside Septic Tank=1 Each	1.00	Each	346.43	Rs. Three hundred forty six and paise forty three only.
89	Code no. of 1621	(ii) S.C.I. plain bend 100 mm dia Septic Tank=1 Each	1.00	Each	259.83	Rs. Two hundred fifty nine and paise eighty three only.
90	Code no. of 7087	(iii) S.C.I. Tee 150 mm dia Septic Tank=1 Each	1.00	Each	624.81	Rs. Six hundred twenty four and paise eighty one only.
		Total COST OF PLUMBING & SANITARY WORKS (B) =				478,873.00
		Electrical Works (1% labour cess has been added on current SOR as labour cess is				
91	1.8	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.				

Dhivri K. Agarwal.


 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

24/5

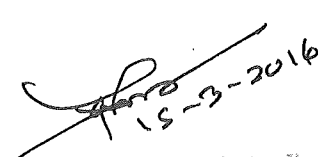
	1.8.3	Group C 10+2, Building = 302 Nos	302	Nos.	688.82	Rs. Six hundred eighty eight and paise eighty two only.
92	1.11	Wiring for twin control light point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, 2 way modular switch, modular plate, suitable GI. Box and earthing the point with 1.5 sq. mm. FR PVC insulated copper conductor single core cable etc as required. 10+2, Building = 4 point	4	Point	789.82	Rs. Seven hundred eighty nine and paise eighty two only.
93	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. 10+2, Building = 350 meter	350	mtr.	172.71	Rs. One hundred seventy two and paise seventy one only.
94	1.14	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required.				
	1.14.3	2 x 4 sq.mm + 1 x 4 sq. mm earth wire 10+2, Building = 350 meter	350	mtr.	172.71	Rs. One hundred seventy two and paise seventy one only.
95	1.14	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required.				
	1.14.9	4 x 6 sq.mm + 2 x 6 sq. mm earth wire 10+2, Building = 60 meter	60	mtr.	374.71	Rs. Three hundred seventy four and paise seventy one only.
96	1.18	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 conduit as required.				

Dhishik Agrawal


 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
24/2

	1.18.1	1 Pair 10+2, Building = 50 meter	50	mtr.	12.12	Rs. Twelve and paise twelve only.
97	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. 10+2, Building = 50 meter	50	meter	23.23	Rs. Twenty three and paise twenty three only.
98	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
	1.24.3	15/16 amp switch 10+2, Building = 52 Each	52	Each	115.14	Rs. One hundred fifteen and paise fourteen only.
99	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
	1.24.4	3 pin 5/6 amp socket outlet. 10+2, Building = 34 Each	34	Each	102.01	Rs. One hundred two and paise one only.
100	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
	1.24.6	Telephone socket outlet 10+2, Building =4 Each	4	Each	92.92	Rs. Ninety two and paise ninety two only.
101	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
	1.24.7	TV antenna socket outlet 10+2, Building =11 Each	11	Each	94.94	Rs. Ninety four and paise ninety four only.

Bhishan Agarwal.


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
Zya

102	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). 10+2, Building =100 Each	100	Nos.	182.81	Rs. One hundred eighty two and paise eighty one only.
103	2.8	Supplying and fixing following way prewired vertical type TP&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)				
	2.8.2	6 way (4 + 18), Single door 10+2, Building =2 Each	2	Each	7,965.87	Rs. Seven thousand nine hundred sixty five and paise eighty seven only.
104	3.2	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.				
	3.2.2	32 amps TPN 10+2, Building =2 Each	2	Each	5,986.27	Rs. Five thousand nine hundred eighty six and paise twenty seven only.

Dhivakar Agarwal.

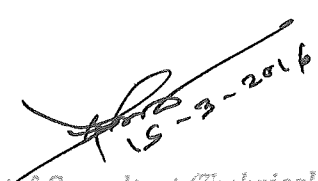
[Signature]
15-3-2016

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24er

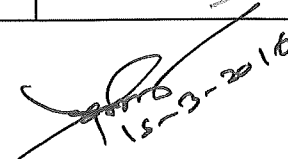
105	3.2	Supplying, installing, testing and commissioning of following capacity TPN tap off box made of 1.6mm thick sheet steel enclosure duly painted with powder coating on exinsing rising mains complete with PPN disconnecter FSU AND HRC fuses, connections, earthing etc as required.				
	3.2.3	63 amps TPN 10+2, Building =1 Each	1	Each	6,722.56	Rs. Six thousand seven hundred twenty two and paise fifty six only.
106	3.2	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.				
	3.2.4	100 amps TPN 10+2, Building =1 Each	1	Each	7,741.65	Rs. Seven thousand seven hundred forty one and paise sixty five only.
107	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. 10+2, Building =1 Nos.	1	Nos.	9,028.39	Rs. Nine thousand twenty eight and paise thirty nine only.
108	2349	Straight through cable jointing kit with cast resin compound with ferrules for 3.5 x 25 sq.mm. 1.1 KV grade cable. 10+2, Building =1 Set	1	set.	972.48	Rs. Nine hundred seventy two and paise forty eight only.
			Total COST OF ELECTRICAL WORKS (C) =			437,852.00
	Fire Fighting (1% labour cess has been added on current SOR as labour cess is not included in current SOR).					

Dhizari / 12 Aggrawal.


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
 24th.

109	DGS&D	Brand new ISI marked Life Guard ABC type multipurpose Fire Extinguishers 4 Kgs. Capacity, fitted with pressure guage complete in all respects, ready to use, complete installation kit. 10+2, Building = 10 Nos.	10	Nos.	7,549.75	Rs. Seven thousand five hundred forty nine and paise seventy five only.
			Total COST OF FIRE FIGHTING WORKS (D) =			75,498.00
Carriage cost of materials (1% labour cess has been added on current SOR as labour cess is not included in current SOR)						
110		Type of materials			Rate Incl. 1% Lab. Cess	
		Cement	268.154	MT	199.48	Rs. One hundred ninety nine and paise forty eight only.
		Coarse Sand	347.006	cum	2417.70	Rs. Two thousand four hundred seventeen and paise seventy only.
		Local Sand	423.155	cum	192.30	Rs. One hundred ninety two and paise thirty only.
		Stone Chips	357.237	cum	2185.82	Rs. Two thousand one hundred eighty five and paise eighty two only.
		Brick	213.831	Thous.	562.93	Rs. Five hundred sixty two and paise ninety three only.
		Steel	34.012	MT	199.48	Rs. One hundred ninety nine and paise forty eight only.
			TOTAL COST OF CARRIAGE OF MATERIALS (E)			1,881,833.00
111	ADD EXTRA COST OF MATERIAL FOR SAHARSA COMM. W.R.T GAYA AS PER SOR BCD					
	Bricks		213.831	Thous.	470.76	Rs. Four hundred seventy and paise seventy six only.
	Cement		268.154	MT	1189.11	Rs. One thousand one hundred eighty nine and paise eleven only.

Dhizai Ka. Aggrwal.


 15-3-2016
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

24/2.

			TOTAL ADD EXTRA COST OF CARRIAGE OF MATERIALS (F)	419,528.00
			TOTAL (G)= (A)+(B)+(C) + (D)+(E)+(F) (G)	12,284,471.00
		(GROUP NO.:- S.S.S-440)		
<u>Sl. No.</u>	<u>District.</u>	<u>Name of School</u>	<u>Amount (Rs.)</u>	
1	सुपौल	मध्य विद्यालय, ब्रह्मबुलाक दुबियाही	12,284,471.00	
		Total Cost in 'Rs'	12,284,471.00	
		Say 'Rs'	12,284,471.00	

Tender approved in favour of Dhiraj Kumar Agrawal @ 3.60% (Three Decimal Six Zero Percent) below BOQ rates i.e. total amount comes to Rs. 1,18,42,230=00 (Rupees One Crore Eighteen Lacs Forty Two Thousand Two Hundred Thirty Only)

Dhiraj Kr. Agrawal.

15-3-2016
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/2



GOVERNMENT OF BIHAR

STANDARD BIDDING DOCUMENT
PROCUREMENT
OF
CIVIL WORKS

Dhishni Kr Aggarwal.


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/9/21

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

Shivika Agarwal.

(Seal & Signature of Tenderer)



Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/01

STANDARD BIDDING DOCUMENT

PROCUREMENT OF CIVIL WORKS

Dhiren Kr Agrawal.

(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/02

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

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

NATIONAL COMPETITIVE BIDDING
(CIVIL WORKS)

1. NAME OF WORK : CONSTRUCTION OF SENIOR SECONDARY SCHOOLS IN BIHAR.

<u>Gr.No</u>	<u>District</u>	<u>Name of School</u>
SSS-440	SUPAUL	" M.S. BRAHMBULOK DUBIYAH " "

2. PERIOD OF CONSTRUCTION : 15 Months.
3. DATE OF ISSUE OF NOTICE INVITING BID : 27.05.2014
4. PERIOD AND PLACE OF SALE : FROM : 16-06-2014 To 30-06-2014, 15.00 Hours
OF BID DOCUMENT on Website : www.eproc.bihar.gov.in
5. TIME, DATE AND PLACE OF PRE- BID MEETING : TIME : 14:30 HOURS, Date : 20-06-2014,, in the office of Managing Director, BSEIDC, Patna.
6. LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE : 01-07-2014, TIME: 15:00 HOURS
on Website : www.eproc.bihar.gov.in
7. *TIME AND DATE OF OPENING TECHNICAL BIDS : DATE : 04-07-2014, TIME: 16:30 HOURS
on Website : www.eproc.bihar.gov.in
8. FINANCIAL BIDS *TIME AND DATE OF OPENING: DATE : 18-07-2014, TIME: 16:00 HOURS
on Website : www.eproc.bihar.gov.in
9. PLACE OF OPENING OF BIDS : THROUGH WEBSITE Only www.eproc.bihar.gov.in
10. PERIOD OF BID VALIDITY : 120 Days.
11. OFFICER INVITING BIDS : Managing Director, BSEIDC, Patna.
**Should be the same as for the deadline for receipt of bids or promptly thereafter.*

Dhiren Kumar Aggarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/6

INVITATION FOR BID
(IFB)

Dhiren K Agarwal
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/12.

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

निविदा आमंत्रण सूचना संख्या-10 वर्ष 2014-15

प्रतिशत मद दर निविदा

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

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

क्र म	ग्रुप संख्या	जिला का नाम		विद्यालय का नाम	प्राक्कलित राशि (लाख रु०)	अग्रधन की राशि (लाख रु०)	परिमाण विपत्र की राशि(रु०)	कार्य समाप्ति की अवधि
1	SSS-379	खगड़िया	1	मध्य विद्यालय अरेया	106.17	2.12	15,650.00	15 माह
2	SSS-380	खगड़िया	1	मध्य विद्यालय बन्देहरा	319.70	6.39	26, 900.00	15 माह
			2	मध्य विद्यालय कबैला				
			3	मध्य विद्यालय, खीरा डीह				
3	SSS-381	खगड़िया	1	मध्य विद्यालय रामपुर	530.85	10.62	26, 900.00	15 माह
			2	मध्य विद्यालय बड़ी पैकात				
			3	मध्य विद्यालय मदारपुर				
			4	मध्य विद्यालय नशकीपुर				
			5	मध्य विद्यालय देवठा				
4	SSS-382	खगड़िया	1	मध्य विद्यालय धनछार बुच्चा	106.85	2.14	15,650.00	15 माह
5	SSS-383	खगड़िया	1	मध्य विद्यालय काशिमपुर	108.82	2.18	15,650.00	15 माह
6	SSS-384	बाँका	1	उत्क्रमित मध्य विद्यालय फुलहरा	217.16	4.34	15,650.00	15 माह
			2	मध्य विद्यालय, भोरा बाजार				
7	SSS-385	बाँका	1	उत्क्रमित मध्य विद्यालय, टेंगरा	216.18	4.32	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, बेला बिजहरा				
8	SSS-386	बेगूसराय	1	मध्य विद्यालय, अकहा ररिऔना	104.74	2.09	15,650.00	15 माह
9	SSS-387	बेगूसराय	1	उर्दू मध्य विद्यालय, तुरुल्लाहपुर	107.24	2.14	15,650.00	15 माह
10	SSS-388	बेगूसराय	1	मध्य विद्यालय, गीरीडीह	104.70	2.09	15,650.00	15 माह
11	SSS-389	कटिहार	1	मध्य विद्यालय शिव लाल टोला चॉपी	108.38	2.16	15,650.00	15 माह
12	SSS-390	कटिहार	1	बालिका मध्य विद्यालय, पोठिया	107.52	2.15	15,650.00	15 माह
13	SSS-391	कैमूर	1	उत्क्र० राजकीय म० विद्यालय, बदवांकला	432.80	8.65	26, 900.00	15 माह
			2	उत्क्रमित राजकीय मध्य विद्यालय, बहेड़ा				
			3	उत्क्रमित राजकीय मध्य विद्यालय, कन्हनार				
			4	मध्य विद्यालय, दहार				
14	SSS-392	कैमूर	1	मध्य विद्यालय, अमीव	105.07	2.10	15,650.00	15 माह
15	SSS-393	कैमूर	1	मध्य विद्यालय, जैतपुरकला	105.05	2.10	15,650.00	15 माह
16	SSS-394	कैमूर	1	मध्य विद्यालय, कथेज	105.12	2.10	15,650.00	15 माह
17	SSS-395	कैमूर	1	मध्य विद्यालय, कोटा	105.06	2.10	15,650.00	15 माह
18	SSS-396	कैमूर	1	मध्य विद्यालय, नोनार	105.14	2.10	15,650.00	15 माह
19	SSS-397	कैमूर	1	उत्क्रमित मध्य विद्यालय, डुमारकोन	105.13	2.10	15,650.00	15 माह
20	SSS-398	मधुबनी	1	मध्य विद्यालय, सुरियाही	113.23	2.26	15,650.00	15 माह
21	SSS-399	मधेपुरा	1	मध्य विद्यालय, वृंदावन	221.29	4.42	15,650.00	15 माह
			2	मध्य विद्यालय, परमानन्दपुर				
22	SSS-400	मुंगेर	1	मध्य विद्यालय, इन्द्ररुख	104.22	2.08	15,650.00	15 माह
23	SSS-401	मुंगेर	1	मध्य विद्यालय, चरौन	104.25	2.08	15,650.00	15 माह
24	SSS-402	मुंगेर	1	मध्य विद्यालय, मोहनपुर	105.90	2.11	15,650.00	15 माह
25	SSS-403	मुंगेर	1	कन्या मध्य विद्यालय, शिवकुंड	105.23	2.10	15,650.00	15 माह
26	SSS-404	किशनगंज	1	मध्य विद्यालय, हलमला	110.65	2.21	15,650.00	15 माह

(Seal & Signature of Tenderer)

Dhishikr Aggarwal

24/04

Bihar State Educational Infrastructure Development Corporation Ltd., Patna

27	SSS-405	किशनगंज	1	उत्क्रमित मध्य विद्यालय, साहपुर	111.36	2.22	15,650.00	15 माह
28	SSS-406	किशनगंज	1	मध्य विद्यालय, झनकी मुसहरी पूर्वी	115.03	2.30	15,650.00	15 माह
29	SSS-407	किशनगंज	1	मध्य विद्यालय, डामलबारी	112.62	2.25	15,650.00	15 माह
30	SSS-408	किशनगंज	1	मध्य विद्यालय, भाटाबारी	112.82	2.26	15,650.00	15 माह
31	SSS-409	शिवहर	1	मध्य विद्यालय कटसरी	110.75	2.21	15,650.00	15 माह
32	SSS-410	भागलपुर	1	उत्क्रमित मध्य विद्यालय, बाबुपुर	103.94	2.10	15,650.00	15 माह
33	SSS-411	पश्चिम चम्पारण	1	मध्य विद्यालय, बरगाँव	112.75	2.26	15,650.00	15 माह
34	SSS-412	पश्चिम चम्पारण	1	उत्क्रमित मध्य विद्यालय, भेरीहरी कॉलोनी	225.50	4.51	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, पचरुखा				
35	SSS-413	पश्चिम चम्पारण	1	मध्य विद्यालय, अजुआ सुगौली	111.60	2.23	15,650.00	15 माह
36	SSS-414	पश्चिम चम्पारण	1	उत्क्रमित मध्य विद्यालय, मरहिया	111.53	2.23	15,650.00	15 माह
37	SSS-415	पटना	1	मध्य विद्यालय, धोखरा	107.40	2.15	15,650.00	15 माह
38	SSS-416	पूर्णियाँ	1	मध्य विद्यालय, सुधुवेली	325.35	6.51	15,650.00	15 माह
			2	मध्य विद्यालय, जियनगंज, गुरही				
			3	मध्य विद्यालय, कमलपुर, अमरा, लागन				
39	SSS-417	पूर्णियाँ	1	मध्य विद्यालय, सोरसोनी बिजुलिया	108.45	2.17	15,650.00	15 माह
40	SSS-418	पूर्णियाँ	1	मध्य विद्यालय, मढ़वा	108.48	2.17	15,650.00	15 माह
41	SSS-419	पूर्णियाँ	1	मध्य विद्यालय, महलबारी	108.50	2.17	15,650.00	15 माह
42	SSS-420	पूर्णियाँ	1	मध्य विद्यालय, बेलवा	107.55	2.15	15,650.00	15 माह
43	SSS-421	पूर्णियाँ	1	मध्य विद्यालय, सोनदीप	109.27	2.19	15,650.00	15 माह
44	SSS-422	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, त्रिवेणी	111.41	2.23	15,650.00	15 माह
45	SSS-423	पूर्वी चम्पारण	1	राजकीय मध्य विद्यालय, कटहा	108.82	2.18	15,650.00	15 माह
46	SSS-424	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, इन्द्रगाछी नवीन	108.84	2.17	15,650.00	15 माह
47	SSS-425	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, टकटकापुर	108.70	2.17	15,650.00	15 माह
48	SSS-426	पूर्वी चम्पारण	1	राजकीय मध्य विद्यालय, बंजरिया	108.74	2.17	15,650.00	15 माह
49	SSS-427	पूर्वी चम्पारण	1	उत्क्रमित मध्य विद्यालय, फुलवरिया	221.06	4.42	15,650.00	15 माह
			2	मध्य विद्यालय, पचपकड़ी				
50	SSS-428	पूर्वी चम्पारण	1	मध्य विद्यालय, पुरनहिया	109.30	2.19	15,650.00	15 माह
51	SSS-429	रोहतास	1	मध्य विद्यालय, नोनहर	208.95	4.18	15,650.00	15 माह
			2	मध्य विद्यालय, उदय डिहरी				
52	SSS-430	रोहतास	1	उत्क्रमित मध्य विद्यालय, टुम्बा	103.74	2.07	15,650.00	15 माह
53	SSS-431	रोहतास	1	उत्क्रमित मध्य विद्यालय, पियाकला	104.60	2.09	15,650.00	15 माह
54	SSS-432	समस्तीपुर	1	मध्य विद्यालय, मियारी	214.08	4.28	15,650.00	15 माह
			2	मध्य विद्यालय, मुसापुर				
55	SSS-433	समस्तीपुर	1	मध्य विद्यालय, शेरपुर	107.18	2.14	15,650.00	15 माह
56	SSS-434	समस्तीपुर	1	मध्य विद्यालय, गुनाई, बसही	106.94	2.14	15,650.00	15 माह
57	SSS-435	समस्तीपुर	1	राजकीय मध्य विद्यालय, बेलसंडी, तारा	322.62	6.45	15,650.00	15 माह
			2	मध्य विद्यालय, खम्हार				
			3	राजकीय मध्य विद्यालय, मानाराय टोला				
58	SSS-436	समस्तीपुर	1	राजकीय मध्य विद्यालय, कमराउ	107.20	2.14	15,650.00	15 माह
59	SSS-437	सीतामढ़ी	1	राजकीय मध्य विद्यालय, निमाही	109.70	2.19	15,650.00	15 माह
60	SSS-438	सीतामढ़ी	1	मध्य विद्यालय, तारादेवी, रंजीतपुर	109.60	2.19	15,650.00	15 माह
61	SSS-439	सुपौल	1	मध्य विद्यालय, लोकहा	222.44	4.45	15,650.00	15 माह
			2	बालिका मध्य विद्यालय, सुपौल				
62	SSS-440	सुपौल	1	मध्य विद्यालय, ब्रह्मबुलोक दुबियाही	113.09	2.26	15,650.00	15 माह
63	SSS-441	दरभंगा	1	उत्क्रमित मध्य विद्यालय, टटुआर	111.08	2.22	15,650.00	15 माह

(Seal & Signature of Tenderer)

Dhishikr Agarwal.

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/09

BSEIDC, Patna CONSTRUCTION OF SENIOR SECONDARY SCHOOLS IN BIHAR. (SBD) SSS-440

64	SSS-442	दरभंगा	1	उत्क्रमित मध्य विद्यालय, बिरौल अकबरपुर	219.10	4.38	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, सोनपुर पधारी				
65	SSS-443	दरभंगा	1	उत्क्रमित मध्य विद्यालय, जयदेवपट्टी	111.06	2.22	15,650.00	15 माह
66	SSS-444	दरभंगा	1	मध्य विद्यालय, मुरैठा	111.08	2.22	15,650.00	15 माह
67	SSS-445	जमुई	1	मध्य विद्यालय, बुकार	310.53	6.21	15,650.00	15 माह
			2	मध्य विद्यालय, सोनपे				
			3	मध्य विद्यालय, नवीनगर				
68	SSS-446	जमुई	1	मध्य विद्यालय, गुगुलडीह	208.66	4.17	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, देवचक				

69	SSS-447	जमुई	1	मध्य विद्यालय, चाननवार	208.86	4.18	15,650.00	15 माह
			2	मध्य विद्यालय, प्रधानचक				
70	SSS-448	जमुई	1	मध्य विद्यालय, बटिया	211.20	4.22	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, रजौल				
71	SSS-449	जमुई	1	मध्य विद्यालय, सिमुलतला	317.07	6.34	26,900.00	15 माह
			2	मध्य विद्यालय, बाजिला				
			3	मध्य विद्यालय, बुधीखर				
72	SSS-450	जमुई	1	मध्य विद्यालय, बोनइ	214.24	4.28	15,650.00	15 माह
			2	मध्य विद्यालय, बेन्द्रा				
73	SSS-451	नालंदा	1	मध्य विद्यालय, मौलनाचक	104.18	2.08	15,650.00	15 माह
74	SSS-452	नावादा	1	मध्य विद्यालय, सिरैला	105.28	2.10	15,650.00	15 माह
75	SSS-453	नावादा	1	मध्य विद्यालय, चौबे	106.40	2.13	15,650.00	15 माह
76	SSS-454	नावादा	1	मध्य विद्यालय, धमान	210.56	4.21	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, कालुआबार				
77	SSS-455	अररिया	1	उत्क्रमित मध्य विद्यालय, भवानीनगर	110.64	2.21	15,650.00	15 माह
78	SSS-456	अररिया	1	उत्क्रमित मध्य विद्यालय, बारा इस्तामबारा	109.56	2.19	15,650.00	15 माह
79	SSS-457	औरंगाबाद	1	मध्य विद्यालय, अहियापुर	103.05	2.06	15,650.00	15 माह
80	SSS-458	औरंगाबाद	1	मध्य विद्यालय, सिडुली दरगाह	206.09	4.12	15,650.00	15 माह
			2	मध्य विद्यालय, लोहरा				
81	SSS-459	औरंगाबाद	1	मध्य विद्यालय, थेगो	208.72	4.17	15,650.00	15 माह
			2	मध्य विद्यालय, कंडी				
82	SSS-460	औरंगाबाद	1	मध्य विद्यालय, दलारे	102.80	2.06	15,650.00	15 माह
83	SSS-461	औरंगाबाद	1	मध्य विद्यालय, छालीदोहर	102.71	2.05	15,650.00	15 माह
84	SSS-462	औरंगाबाद	1	मध्य विद्यालय, महदीनपुर	102.74	2.05	15,650.00	15 माह
85	SSS-463	गया	1	मध्य विद्यालय, महकार	104.40	2.09	15,650.00	15 माह
86	SSS-464	गया	1	मध्य विद्यालय, सरैयाटाड़	102.41	2.05	15,650.00	15 माह
87	SSS-465	गया	1	मध्य विद्यालय, बहेड़ा चौभार	209.14	4.18	15,650.00	15 माह
			2	मध्य विद्यालय, दरभंगा				
88	SSS-466	गोपालगंज	1	उत्क्रमित मध्य विद्यालय, बलरा	215.98	4.32	15,650.00	15 माह
			2	मध्य विद्यालय, मुंजा बखरी				
89	SSS-467	लखीसराय	1	उत्क्रमित मध्य विद्यालय, कुंदर	103.53	2.07	15,650.00	15 माह
90	SSS-468	लखीसराय	1	मध्य विद्यालय, रसुलपुर	207.34	4.15	15,650.00	15 माह
			2	उत्क्रमित मध्य विद्यालय, कनिमोह				
91	SSS-469	शेखपुरा	1	मध्य विद्यालय, पक्षी	103.68	2.08	15,650.00	15 माह

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

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

(2) विज्ञापन निर्गत करने की तिथि :-

दिनांक:- 27-05-2014

(3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :-

दिनांक:- 16-06-2014 से 30-06-2014 15:00 घंटा

(वेबसाइट: www.eproc.bihar.gov.in पर)

(4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :-

दिनांक:- 20.06.2014 14:30 घंटा प्रबंध निदेशक का

कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।

Shirini K. Arora
(Seal & Signature of Tenderer)

- (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक- 01-07-2014 समय-15:00 घंटा
- (6) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक- 04.07-2014 समय- 16:30 घंटा
(वेबसाइट-www.eproc.bihar.gov.in पर)
- (7) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक- 18-07-2014, समय- 16:00 घंटा
- (8) निविदा खोलने का स्थान :- वेबसाइट-www.eproc.bihar.gov.in पर
- (9) निविदा की वैधता की अवधि :- 120 दिन
- (10) ई-टेन्डरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट www.eproc.bihar.gov.in से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।
- (11) ई-निविदा पत्र वेबसाइट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाइट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाइट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है।
- (12) परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड डायक्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।
- (13) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतये हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 04-07-2014 के 16:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।
- (ख) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से पटना में भुगतये एकाउन्ट पेयी डिमाण्ड ड्राफ्ट, फिक्सड डिपोजिट रिसिप्ट, बैक्स चेक 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 04-07-2014 के 16:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।
- (14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इन्टरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर कोई भी दावा मान्य नहीं होगा। निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाइट पर अपलोड कर लें। ताकि अंतिम समय में होनेवाले किसी प्रकार के व्यवधान से बच सकें।
- (15) 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।
- (16) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। ई-टेन्डरिंग की प्रक्रिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई-टेन्डरिंग कक्ष, प्रथम तल्ला, M/22, बैंक ऑफ इण्डिया भवन, रोड नं० 25, श्री कृष्णा नगर, पटना-800001, दूरभाष सं० 0612-2523006/7542028164

मुख्य अभियंता

Bhim Kr Agarwal.
(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
27/7/14

SECTION 1
INSTRUCTION TO BIDDERS
(ITB)

Dhiren Kr Agarwal.

Seal and Signature of Tenderer


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/05

Section 1 : Instructions to Bidders - 38 -

Table of Contents

		Page No.	
A.	General	Page No	D
	1. Scope of Bid	10	Submission of Bids
	2. Source of Funds	10	19. Sealing and Marking of Bids
	3. Eligible Bidders	10	20. Deadline for Submission of Bids
	4. Qualification of the Bidder	10	21. Late Bids
	5. One Bid per Bidder	13	E Bid Opening and Evaluation
	6. Cost of Bidding	13	22. Bid Opening
	7. Site Visit	13	23. Process to be Confidential
			24. Clarification of Financial 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 Financial 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 to 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 and Security
	15. Bid Validity	16	33. Corrupt or Fraudulent Practices
	16. Bid Security	16	G. Appendix to I TB
	17. Alternative Proposals by Bidders	17	H. Annexure – I
	18. Format and Signing of Bid	17	Annexure - II

Dhiren K. Aggarwal.

Seal and Signature of Tenderer

[Signature]
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

. GENERAL

1. Scope of Bid

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

2. Sources of Funds

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

3. Eligible Bidders

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

4. Qualification of the Bidder

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

Dhiren Kr Agarwal.

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/11/20

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

4.4 Bids from Joint ventures are not acceptable.*

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

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

- R.C.C. cement concrete quantity	176.09 cum
- Brick Work	183.05 cum

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

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

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

Dhivikr Aggarwal.

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

B. Each bidder should further demonstrate :

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

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

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

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

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

- (b) availability for this work of personnel with adequate experience as required; as per Annexure-II.
- (c) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix
(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)

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

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

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

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

Where

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

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

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

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

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

Bhishu Kumar Agarwal.

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

- have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

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

6. Cost of Bidding

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

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

7. Site Visit

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

Dhishikr Aggarwal.

Seal and Signature of Tenderer

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/Jan

B.BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Section	Particulars	Volume No.
	Invitation for Bids	
1	Instructions to Bidders	
2	Qualifications of Bidders	I
3	Conditions of Contracts	
4	Contract Data	
5	Special condition of Contract	II
6	Technical Specifications	
7	Bill of Quantities	III
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

- 8.2 One copy of each of the volumes I, II, III and IV will be issued to the bidder Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.
- 9.1 Pre-bid meeting**
- 9.1.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.
- 9.1.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.1.3 The bidder is requested to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting.
- 9.1.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting. All bidders have to collect any addendum on next working day of pre-bid meeting. The bidder shall receive the minutes of the meeting on the next working day of the pre-bid meeting.
- 9.1.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

Shivendra Kumar Aggarwal

Seal and Signature of Tenderer

[Signature]
Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

10. Amendment of Bidding Documents

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

C. PREPARATION OF BIDS**11. Language of the Bid**

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

12. Documents Comprising the Bid

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

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

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

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

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

- 12.2 Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.

- 12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

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

Dhiren K. Aggarwal.

Seal and Signature of Tenderer

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

13. Bid Prices

13.1 The contractor shall bid for the whole work as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

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

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

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

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

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

14. Currencies of Bid and Payment

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

15. Bid Validity

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

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

16. Earnest Money

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

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

16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

16.4 The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.

16.5 The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Earnest money may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

Shivani K. Aggarwal,

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/2/21

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

17. Alternative Proposals by Bidder

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

17.2 Conditional tender will be rejected forthwith.

18. Format and Signing of Bid

18.1 The Bidder shall submit one set of the Technical bid and two set of Financial bid (original & duplicate) comprising of the documents as described in clause 12 of ITB.

18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid and a certificate of corrections must be given by the employer.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

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

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

19. Sealing and Marking of Bids

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

- Technical Bid : To be opened as per NIT (date of Technical Bid opening) in the presence of Evaluation Committee, or authorized person. (Only on Website : www.eproc.bihar.gov.in)
- Financial Bid: Not to be opened except with the approval of Evaluation Committee. (Only on Website : www.eproc.bihar.gov.in)

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

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

- (a) be addressed to the Employer at the address given in Appendix
- (b) bear the identification no of contract as indicated in Appendix.
- (c) provide a warning not to open before the specified time and date for bid opening as specified in ITB.

19.3 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or if Evaluation Committee declares the bid as non responsive pursuant to Clause 23.

Bhishu Kumar Agarwal
Seal and Signature of Tenderer

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
[Signature]

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

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

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

Bhishan Kumar Aggarwal

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

- 22.6 In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be that in which they appear in the "Invitation For Bid".
- 22.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.5
- 23. Process to be Confidential**
- 23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 24. Clarification of Financial Bids**
- 24.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.
- 24.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
- 25. Examination of Bids and Determination of Responsiveness**
- 25.1 During detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 26. Correction of Errors**
- 26.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

Dhivikar Aggarwal
Seal and Signature of Tenderer

21

[Signature]
Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna
[Signature]

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

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

27. Evaluation and Comparison of Financial Bids

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

F. AWARD OF CONTRACT

28. Award Criteria

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

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

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

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

30. Notification of Award and Signing of Agreement

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


Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna


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

- 30.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause 31.
- 30.3** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.
- 31. Performance Security**
- 31.1** Within 10 (ten) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent 2% of the Contract price including earnest money plus additional security for unbalanced Bids in accordance with the Clause 29.5 of ITB and the provisions of Bihar Financial Rules.
- 31.2** If the performance security is provided by the successful Bidder in the form of an Bank Guarantee or fixed deposit receipts in the name of Employer, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) acceptable to the Employer.
- 31.3** Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 32. Advance Payment and Security**
- 32.1** The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to maximum amount, as stated in the Contract Data.
- 33. Corrupt or Fraudulent Practices**
- 33.1** The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with this Corporation (BSEIDC) and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 33.2** Furthermore, Bidders shall be aware of the provision stated in Sub-Clause and Sub-Clause 14 of the General Conditions of Contract.

Dhiren K. Agarwal.
Seal and Signature of Tenderer

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
[Signature]

G. APPENDIX to ITB

Clause Reference with respect to Section-I.

1. Name of the Employer—Managing Director, BSEIDC, Patna. [Cl. 1.1]
2. The last five years means for this tender
2009 - 2010
2010 - 2011
2011 - 2012
2012 - 2013
2013 - 2014.
3. The required annual financial turn over amount is Rs. 61.42 Lac (Rupees Sixty One Lac Forty Two Thousand Only) [Cl. 4.5 A(a)]
4. Required minimum value of one similar work is Rs. 30.71 Lac (Rupees Thirty Lac Seventy One Thousand Only). [Cl. 4.5A(b)]
5. Required minimum quantities of work executed are:- as prescribed in the relevant clause. [Cl. 4.5A(c)]
6. The cost of electric work is :-
7. The cost of water supply/ sanitary works is :-
8. Liquid assets and/or availability of credit facilities is 10% of Estimated Cost. [Cl. 4.5B(c)]
9. Price level of the financial year _____ [Cl. 4.7)]
10. The pre-bid meeting will take place : As Per NIT. [Cl. 9.1.2]
11. The technical bid will be opened THROUGH WEBSITE Only Website : www.eproc.bihar.gov.in

Bhishan K2 Aggarwal

Seal and Signature of Tenderer

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

12. Address of the Employer : Managing Director, BSEIDC, Patna. [Cl. 4.5(a)]
13. Identification: [Cl. 19.2(b)]
 Bid for : CONSTRUCTION OF SENIOR SECONDARY SCHOOL IN BIHAR SSS-440
 Bid reference No. : 10 , Year : 2014-15
 Do not open before : As Per NIT / CORRIGENDUM
14. Bids may be submitted only in Percentage Rate Method.
15. Schedule of rate applicable for Percentage Rate Method is S.O.R., BCD, Effective from: 11.08.2013 & DSR (CIVIL&ELECTRICAL) 2013.
16. The bid should be submitted latest by Date : As Per NIT [Cl. 20.1(a)]
17. The bid will be opened through Web Site : /www.eproc.bihar.gov.in [Cl. 23.1]
18. The Cost of BOQ & Cost of Earnest money : As Per NIT. [Cl. 34.1]
19. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)
 Year before Multiply factor
- | | |
|-------|------|
| One | 1.1 |
| Two | 1.21 |
| Three | 1.33 |
| Four | 1.46 |
| Five | 1.61 |
20. Bids will be submitted in Percentage Rate .

Dhishir Agarwal.
 Seal and Signature of Tenderer

[Signature]
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure
 Development Corporation Ltd., Patna

ANNEXURE-I

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

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

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

* To be decided by Employer before floating the tender.

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

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

Dhishir K. Aggarwal

Seal and Signature of Tenderer



Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

ANNEXURE - II

List of Key Personnel to be deployed on Contract Work

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

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

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

Dhivraj K. Agarwal

Seal and Signature of Tenderer

Chief Consultant (Technical)

Bihar State Educational Infrastructure Development Corporation Ltd., Patna

SECTION 2
QUALIFICATION INFORMARION
(to be filled in by Bidder)

Dhivakar Aggarwal

Seal and Signature of Tenderer



Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24a.

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

- Place of registration :

Principal place of business :

Power of attorney of signatory of Bid
(Attach)

- | | | | | |
|-----|---|-----|-----|-----------|
| 1.2 | Total value of Civil Engineering construction work performed in the last five years**
(in Rs. Million) | 200 | 200 | } β |
| | | 200 | 200 | |
| | | 200 | 200 | |
| | | 200 | 200 | |
| | | 200 | 201 | |

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

[illegible]

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

β Attach certificate from Chartered Accountant.

Dhishi KV Aggarwal.

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

- # 1.3.2. Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years : **

Year	Name of the work	Name of the Employer*	Quantity of work performed (cum) @ Remarks						Remarks* (indicate contract Ref)
			Cement Concrete (including RCC & PCC)	Masonry	Earth works	WBM	WMM	Bituminous Work	
200__200__									
200__200__									
200__200__									
200__200__									
200__200__									

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

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

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

@ The item of work for which data is requested should tally with that specified in ITB clause 4.5A (c)

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

Delete, if prequalification has been carried out.

Dhivike Agrawal

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

[illegible]

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

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

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

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

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

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

* Delete, if prequalification has carried out

Dhishri K. Aggarwal,

Seal and Signature of Tenderer

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

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

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

1.14 Programme

1.15 Quality Assurance Programme

2. Additional Requirements

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

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

** Fill the Name of Consultant.

*** Delete, if prequalification has not been carried out.

Bhishu Kumar Agarwal

Seal and Signature of Tenderer

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

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

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

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Dhiren K. Agarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

AFFIDAVIT

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

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

Dhishir Kr Agarwal.

(Seal & Signature of Tenderer)

35
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
Dha

UNDERTAKING

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

Dhishri Kr Aggarwal.

(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24.01.2024

SECTION 3

GENERAL CONDITIONS OF CONTRACT

Dhiresi Kr Agarwal.

(Seal & Signature of Tenderer)



Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/1/20

Table of Contents

Clause	Details	Page
	<u>General</u>	52
1	Performance guarantee	52
1A	Recovery of Security deposit	53
2	Compensation for delay (Liquidated Damage)	53
2A	Incentive for early completion	53
3	When contract can be determined / Rescinded	55
4	Contractor liable to pay compensation even if action not taken under clause 3	73
18	Contractor to supply tools & plants etc.	76
20	Min. Wages Act to be complied with	76
21	Work not to be sublet/ Action in case of insolvency	76
23	Changes in firm's constitution to be intimated	76
24	Approval of Engineer Incharge	77
32	Hire of Plant & Machinery	80
33	Employment of Technical Staff and employees	82
34	Levy/ Taxes payable by Contractor	84
37	Termination of Contract on death of contractor	84
38	If relation working in " corporation" then contractor not allowed to tender	85
39	No Gazetted Engineer to work as contractor within two years of retirement.	85
41	Release of Security Deposit.	86
46	Safety, Security and Protection of the Environment	87
50	Commencement of Works	87
	<u>Time Control</u>	
5	Time and Extension for delay	55
45	Cash flow estimate to be submitted.	86
	<u>Cost Control</u>	
5A	Minutes of Meeting	56
6	Measurement of work done	56
7	Payment on Intermediate certificate to be regarded as advances	57
9	Payment of final bill	59
9A	Payment of contractor's Bills to Banks	59
10B	Secured Advance on Non-Perishable materials/ Mobilisation Advance / Plant & Machinery & Shuttering material advance / Interest & Recovery.	62
10C	Payment on account of Increase in Prices / Wages due to Statutory order(s)	63
10CA	Payment on account of increase / decrease in prices of construction materials after receipt of tender.	64
10CC	Payment due to Increase / Decrease in Prices / Wages after receipt of tender for works (Time more than 18 eighteen months)	65

Bhishan K. Agarwal.
(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

10D	Dismantled material Employer property.	68
12	Deviations / Excess item Variations / extent and pricing	69
12.2	Deviation, extra items and pricing	69
12.3	Deviation, Deviated quantities , pricing	69
13	Foreclosure of contract due to Abandonment or Reduction in scope of work.	70
14	Cancellation of contract in full or part.	70
15	Suspension of work	72
16	Action in case work not done as per specification	72
22	Compensation	76
25	Settlement of disputes & arbitration	77
27	Lumpsum Provisions in Tender	78
29	With holding and lien in respect of sums due from contractor	79
29A	Lien in respect of claims in other Contracts	79
35	Condition of reimbursement of lavy / taxes after receipt of the tender.	84
43	Contractor's Risks	86
44	Insurance	86
47	Cost of Samples	87
48	Cost of Tests	87
49	Cost of Tests not provided for	87

Finishing Control

8	Completion certificate and completion plan	58
8A	Contractor to keep site clean	59
8B	Completion plans to be submitted by the contractor	59
17	Contractor liable for damage, defects during maintenance period.	73
40	Return of materials and recovery of excess materials issued.	85
51	Substantial Completion of Parts	85

Quality Control

10	Materials supplied by Employer	59
10A	Materials to be provided by the contractor	61
11	Work to be executed in accordance with specification, drawings, orders etc.	68
26	Contractor to indemnity Corporation against Patent Rights.	78
28	Action where no Specifications are specified	78
42	Responsibility of technical staff and employees	86

Bhishan K. Aggarwal

(Seal & Signature of Tenderer)

39

[Signature]

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/01

Other Condition & Control

18A	Recovery of compensation paid to workman	74
18B	Ensuring payment and amenities to workers if contractor fails	74
19	Labour laws to complied by the Contractor	74
19B	Payment of wages	75
30	Unfiltered water supply	80
31	Return of Surplus materials	80
26	Contractor to indemnity Corporation against patent Rights	78
28	Action where no specification are specified	78
38	Imprisonment of contractor	84
40	Return of materials and recovery for excess materials issued.	85
42	Responsibility of technical staff and employees	86
52	Force majeure	88
53	Recovery	88

Dhishir Kz Aggarwal .

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna 40

24a

GENERAL GUIDELINES

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

Dhiresi Kumar Agarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

Form-1

NOTICE INVITING TENDER

1. The on the behalf of invites item rate/ percentage rate bids from the eligible and approved contractor registered with State RCD/BCD/ other State P.W.D. & Central Government / PSU or any Agency of National / International repute for each of the following works:-

District	Name of work	Estimated cost in Rs./ Lakh	Earnest money	Time allowed for completion	Last date and time for receipt of application for issue of tender forms	Time and date of opening of tender	Place of sale and submission of tender
1	2	3	4	5	6	7	8

The bidders who download the bidding documents from the internet site would have to pay the cost of bid documents and submit it in a separate envelope marked cost of bidding document downloaded from internet.

Criteria of eligibility for issue of tender document

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

Following documents duly attested by gazetted officer and photocopied are required at the time of submission of bid (In case of other State PWD/ CPWD/ any PSU eligible contractors or Agencies of National/ International repute following documents (from a to c) have to be submitted after issue of letter of acceptance).

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

Dhishir K. Aggarwal
(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

OR

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

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

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

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

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

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

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

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

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

* as applicable

Bhishan Kumar Aggarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tool & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Corporation and local conditions and other factors having a bearing on the execution of the work.

- 11 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by such contractors who resort to canvassing will be liable to rejection.
- 12 The competent authority on behalf of the Corporation reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall bound to perform the same at the rate quoted.
- 13 The contractor shall not be permitted to tender for works in the Corporation in which his near relative is posted as officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Corporation Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the corporation.
- 14 No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Bihar is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of Bihar in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission to the Government of Bihar as aforesaid before submission of the tender or engagement in the contractors service.
- 15 The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money as aforesaid.
16. The Corporation has right to cancel or postpone any work without giving any notice or clarification.
17. The Corporation may add or delete any of the condition required for execution of any work.
18. This Notice Inviting Tender shall form a part of the contract document. The Competent Authority, shall issue the letter of acceptance and will sign the contract within 15 days of submitting the performance guarantee by the successful tenderer contractor.

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

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

(Seal & Signature of Tenderer)

Consultant (Technical)
Bihar State Educational Infrastructure Development Corporation Ltd., Patna

2/12/20

Percentage Rate Tender & Contract for Works

(A) Tender for the work of :-

(i) To be submitted by

(ii) To be opened

Signature of officer issuing the documents

Designation

Date of issue

TENDER

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

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

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

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

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

Dated

Signature of Contractor
Postal Address

Witness :

Dhivri Ki Aggarwal
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
[Signature]

BSEIDC, Patna CONSTRUCTION OF SENIOR SECONDARY SCHOOLS IN BIHAR. (SBD) SSS-440

Address :

Occupation :

ACCEPTANCE

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

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

- a)
- b)
- c)

For & on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd.

Signature of the competent Authority.....

Designation of the competent Authority.....

Dated

Dhishir Kr Aggarwal

(Seal & Signature of Tenderer)

Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24.11.2019



**GOVERNMENT OF BIHAR
ALL WORKS DEPARTMENT**

**General
Rules &
Directions**

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

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

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

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

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

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

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

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

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

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

Bhishan Aggarwal

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/2

the contract that the deductions or additions, as the case may be of the percentage, will be calculated on the gross, and not the net amounts of the bills for work done and in fixing the percentage it should be borne in mind that the calculations will be made.

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

Applicable for
Item Rate
Tender only
(Form- 3)

Applicable for
Percentage
Rate Tender
only (Form- 2)

Shivani Agarwal

(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna 48

242

- | Name of Work | Name of Particular of Div. where work is | Value of Work | Position of work in Progress | Remarks |
|--------------|--|---------------|------------------------------|---------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

- Dhires Kr Agarwal.
(Seal & Signature of Tenderer)

24m.

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

Name of Work	Name of Particular of Div. where work is	Value of Work	Position of work in Progress	Remarks
1	2	3	4	5

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer / competent Authority of the Bihar State Educational Infrastructure Development Corporation Ltd. may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Dhiren K Agrawal

(Seal & Signature of Tenderer)

[Signature]
 Chief Consultant (Technical)
 Bihar State Educational Infrastructure Development Corporation Ltd., Patna
 50

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

Scope and Performance

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

Works to be carried out :

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

Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

- 8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-
 - i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any

Dhireswar Agarwal
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
[Signature]

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

Scope and Performance

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

Works to be carried out :

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

Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-

- i) Description of Schedule of Quantities.
- ii) Particular Specification and Special Condition, if any

Shiv Kumar
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

CLAUSE OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 2% (Two percent) of the tendered amount including earnest money in the shape as mentioned in the Bihar Financial Rules or Bank Guarantee (for work costing more than one crore) or any other deposits mentioned for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in scheduled 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of N.S.C. of Post Office/ Pledged in favour of department; D.D. of any Scheduled Bank or State Bank of India or Bank Guarantee (for work costing more than Rupees one Crore.
- (ii) The performance Guarantee shall be initially valid up to 28 days beyond the defect liability.
- (iii) The Engineer-in-Charge shall not make a claim under the Performance guarantee except for amounts to which the Corporation is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.
 - (b) Failure by the contractor to pay the Corporation any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - (c) Failure by the contractor to rectify any defects as defined in the defect liability clause in the schedule – F of contract data to the satisfaction of the Engineer incharge.
- (iv) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Bihar.

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Corporation at the time of making any payment to him for work done under the contract to deduct a sum at 8 % (eight percent) from the gross amount of each running bill till full amount of security deposit 10% (ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the Corporation on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit

Dhishikar Agarwal
(Seal & Signature of Tenderer)

53

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/2

CLAUSE OF CONTRACT

CLAUSE 1

- Performance Guarantee** (i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 2% (Two percent) of the tendered amount including earnest money in the shape as mentioned in the Bihar Financial Rules or Bank Guarantee (for work costing more than one crore) or any other deposits mentioned for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in scheduled 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of N.S.C. of Post Office/ Pleadged in favour of department; D.D. of any Scheduled Bank or State Bank of India or Bank Guarantee (for work costing more than Rupees one Crore.
- (ii) The performance Guarantee shall be initially valid up to 28 days beyond the defect liability.
- (iii) The Engineer-in-Charge shall not make a claim under the Performance guarantee except for amounts to which the Corporation is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.
- (b) Failure by the contractor to pay the Corporation any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (c) Failure by the contractor to rectify any defects as defined in the defect liability clause in the schedule – F of contract data to the satisfaction of the Engineer incharge.
- (iv) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Bihar.

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Corporation at the time of making any payment to him for work done under the contract to deduct a sum at 8 % (eight percent) from the gross amount of each running bill till full amount of security deposit 10% (ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the Corporation on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit

Shivani K. Agarwal
(Seal & Signature of Tenderer)

Chief Consultant (Mechanical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna 54

2/2

- 60 -
- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
 - ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wind up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
 - iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
 - v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
 - vi) If the contractor commits any acts mentioned in Clause 21 hereof:
 - vii) If the work is not started by the contractor within 1/8th of the stipulated time subject to the maximum of 45 days.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Corporation shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Dhivraj K. Agarwal

(Seal & Signature of Tenderer)

[Signature] 55

Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/2

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wind up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- vi) If the contractor commits any acts mentioned in Clause 21 hereof:
- vii) If the work is not started by the contractor within 1/8th of the stipulated time subject to the maximum of 45 days.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Corporation shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Dhishi Kr Aggarwal

(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna 56

24/01/20

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 by Engineer-in-Charge in executing work not forming part of the Contract, or
- v) non-availability of stores, which are the responsibility of Employer to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by Employer or
- vii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for the rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the hindering event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

5.5 The basic centerlines, reference points and benchmarks will be fixed by the Corporation. The contractor shall establish at his own cost at suitable points, additional reference lines and bench marks as may be necessary and instructed by the Engineer-in-charge. The contractor shall remain responsible for the sufficiency and accuracy of all the bench marks and reference lines.

CLAUSE 5A

The Engineer may require the contractor to attend a progress review meeting during execution of work.

The Engineer shall record the minutes of the meeting and provide a copy to the Contractor for compliance. These minutes will be a part of evidence in case of any request for extension of time or impunitive action against the contractor.

CLAUSE 6

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

Dhishu Kr Agarwal
(Seal & Signature of Tenderer)

57

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24a.

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 by Engineer-in-Charge in executing work not forming part of the Contract, or
- v) non-availability of stores, which are the responsibility of Employer to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by Employer or
- vii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 5.3 Request for the rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the hindering event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.
- 5.5 The basic centerlines, reference points and benchmarks will be fixed by the Corporation. The contractor shall establish at his own cost at suitable points, additional reference lines and bench marks as may be necessary and instructed by the Engineer-in-charge. The contractor shall remain responsible for the sufficiency and accuracy of all the bench marks and reference lines.

CLAUSE 5A

The Engineer may require the contractor to attend a progress review meeting during execution of work.

The Engineer shall record the minutes of the meeting and provide a copy to the Contractor for compliance. These minutes will be a part of evidence in case of any request for extension of time or impunitive action against the contractor.

CLAUSE 6

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

Dhishir Kr Agarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure Development Corporation Ltd., Patna 58

CLAUSE 7**Payment on
Intermediate
Certificate to be
Regarded as
Advances**

No payment shall be made for work for less than the estimated work of Rs. 2.5 lacs till the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 2.5 lacs the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Corporation in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the Corporation, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per clause - 2, without prejudice to the right of the Corporation to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

CLAUSE 8**Completion
Certificate and
Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and

Dhishanku Agarwal
(Seal & Signature of Tenderer)

[Signature] 59
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

CLAUSE 7

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

No payment shall be made for work for less than the estimated work of Rs. 2.5 lacs till the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 2.5 lacs the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Corporation in triplicate on or before the date of every month fixed for the same by the Corporation in triplicate on or before the date of the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the Corporation, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per clause - 2, without prejudice to the right of the Corporation to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

CLAUSE 8

**Completion
Certificate and
Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and

Dhivikr Aggarwal
(Seal & Signature of Tenderer)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24a.

CLAUSE 9 A**Payment of
Contractor's
Bills to
Banks**

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Corporation or his signature on the bill or other claim preferred against Corporation before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharges through his bankers.

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

CLAUSE 10**Materials
supplied by
Corporation**

Materials which the Corporation will supply in rare case are shown in schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

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

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

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as directed by the engineer-in-charge. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the PWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the Corporation shall remain the absolute property of the Corporation and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a require, but in case it is

Bhishu Kumar Agarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

CLAUSE 9 A

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

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Corporation or his signature on the bill or other claim preferred against Corporation before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharges through his bankers.

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

CLAUSE 10

**Materials
supplied by
Corporation**

Materials which the Corporation will supply in rare case are shown in schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

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

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

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as directed by the engineer-in-charge. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the PWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the Corporation shall remain the absolute property of the Corporation and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a require, but in case it is

Bhishu Kumar Aggarwal.

(Seal & Signature of Tenderer)

Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

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

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

CLAUSE 10 B

**Secured Advance
on Non-perishable
Materials**

- i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Superintending Engineer / Chief Consultant(Technical) of the Corporation nonperishable, non-fragile and noncombustible and are in accordance with the contract and on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any or the clause or clauses of this contract.
- ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee/ Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more installments to be determined by the Engineer-In-charge at his absolute discretion. The first installment of such advance before shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installment shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-In-Charge.

**Plant &
Machinery &
Shuttering
Material
Advance**

- iii) An advance for plant machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the

(Seal & Signature of Tenderer)

Shivendra Agarwal

[Signature]
Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

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

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

CLAUSE 10 B

**Secured Advance
on Non-perishable
Materials**

i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Superintending Engineer / Chief Consultant(Technical) of the Corporation nonperishable, non-fragile and noncombustible and are in accordance with the contract and on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any or the clause or clauses of this contract.

ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee/ Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more installments to be determined by the Engineer-In-charge at his absolute discretion. The first installment of such advance before shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installment shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-In-Charge.

**Plant &
Machinery &
Shuttering
Material
Advance**

iii) An advance for plant machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the

(Seal & Signature of Tenderer)

Bhishu K. Agarwal

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

CLAUSE 10 C

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

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

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

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

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

Bhismit Agrawal.

(Seal & Signature of Tenderer)

65

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
[Signature]

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

CLAUSE 10 C

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

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

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

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

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

Bhishu Kumar Aggarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

[Signature]

- V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.
- S_0 = The all India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India New Delhi.
- S_1 = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.
- P_s = Percentage of Steel component of the work.

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

Adjustment of bitumen component

- (iii) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:
- $V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$
- V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.
- B_0 = The office retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.
- B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15th 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 rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data :

- (a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) Following expressions and meanings are assigned to the work done during each month:
- R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.
- (c) To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are:

Adjustment for labour component

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

Dhivik Agarwal

(Seal & Signature of Tenderer)

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

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

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

P_s = Percentage of Steel component of the work.

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

Adjustment of bitumen component

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

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

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

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

B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15th 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 rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data :

(a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) Following expressions and meanings are assigned to the work done during each month:

R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

(c) To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are:

Adjustment for labour component

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

Dhivri K2 Agalwal
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna 68

- B_0 = The office retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.
- B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15th 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 POL (fuel and lubricant) shall be paid in accordance with the following formula.

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

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

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

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

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

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

Adjustment for Plant and Machinery Spares component

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

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

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

P_0 = The all India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development Government of India, New Delhi.

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

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

Note : For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

Adjustment of other materials component

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

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

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

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

Dhishanku Ashwal
(Seal & Signature of Tenderer)

69
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15th 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 POL (fuel and lubricant) shall be paid in accordance with the following formula.

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

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

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

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

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

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

Adjustment for Plant and Machinery Spares component

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

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

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

P_0 = The all India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development Government of India, New Delhi.

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

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

Note : For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

Adjustment of other materials component

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

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

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

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

Shivani K. Agarwal.

(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge after approval from competent authority

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

**Deviation,
Extra items
and Pricing**

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

**Deviation,
Substituted
Items, Pricing**

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

**Deviation,
Deviated
Quantities,
Pricing**

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

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates as per power delegated in PWD Code for the work

Dhishu Ka Agarwal
(Seal & Signature of Tenderer)

71

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/2

omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge after approval from competent authority

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

**Deviation,
Extra items
and Pricing**

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

**Deviation,
Substituted
Items, Pricing**

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

**Deviation,
Deviated
Quantities,
Pricing**

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

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates as per power delegated in PWD Code for the work

Dhiraj K. Agrawal
(Seal & Signature of Tenderer)

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

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

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

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

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

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or which may be

Dhruv K. Agarwal
(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

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

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

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

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

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

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or which may be

Dhishai Kr Agarwal
(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within the period specified in schedule – F of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

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

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient option thereof. The security deposit of the contractor shall not be refunded before the expiry of defect liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

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

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is

Dhishri Ks Assurance
(Seal & Signature of Tenderer)

75

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

[Signature]

the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within the period specified in schedule – F of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

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

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient option thereof. The security deposit of the contractor shall not be refunded before the expiry of defected liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

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

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is

Shri K2 Agarwal
(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of the contract 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 either directly or through sub-contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable.
- iv) a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

Dhimi Ke Aggarwal
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of the contract 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 either directly or through sub-contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable.
- iv)
 - a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

Bhishu Kumar Agarwal

(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 thereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

**Approval of
Engineer In
charge**

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

CLAUSE 25

**Settlement of
Disputes &
Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i) If the contractor considered any work demanded of him to be outside the requirements of the contract, or dispute any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Superintending Engineer/Chief consultant(Technical) in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of fifteen days from the receipt of the contractor's letter.

If the Superintending Engineer/Chief consultant(Technical) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer/Chief consultant(Technical), the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Executive Officer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Executive Officer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Executive Officer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the

Dhishiki Aggarwal
(Seal & Signature of Tenderer)

[Signature] 79
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
[Signature]

approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 thereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

**Approval of
Engineer In
charge**

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

CLAUSE 25

**Settlement of
Disputes &
Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i) If the contractor considered any work demanded of him to be outside the requirements of the contract, or dispute any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Superintending Engineer/Chief consultant(Technical) in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of fifteen days from the receipt of the contractor's letter.

If the Superintending Engineer/Chief consultant(Technical) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer/Chief consultant(Technical), the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Executive Officer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Executive Officer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Executive Officer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the

Dhivri Ke Agarwal

(Seal & Signature of Tenderer)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

CLAUSE 28

Action where no
Specifications
are specified

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

CLAUSE 29

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Corporation will be kept withheld or retained as such by the Engineer-in-Charge or Corporation till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Corporation shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii) Corporation shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Corporation to the contractor, without any interest thereon whatsoever.

Dhishri KS Agarwal

(Seal & Signature of Tenderer)

[Signature] 81
Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/12

CLAUSE 28

Action where no Specifications are specified

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

CLAUSE 29

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Corporation will be kept withheld or retained as such by the Engineer-in-Charge or Corporation till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Corporation shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii) Corporation shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Corporation to the contractor, without any interest thereon whatsoever.

Shri K. Aggarwal

(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/11/18

the contractor. If the contractor requires any item of T & P on hire from the T & P available will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.

- ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Corporation.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer in Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer in Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown occurs before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the contractor.
- v) The hire charges shown above are for each day of 8 hours (inclusive of the one-hour lunch break) or part thereof.
- vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Corporation against any loss or damage caused to the plant and machinery either during transit or at site of work.

Dhizir K Agrawal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Patna Educational Infrastructure
Patna Corporation Ltd., Patna

the contractor. If the contractor requires any item of T & P on hire from the T & P available will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.

- ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Corporation.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer in Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer in Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown occurs before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the contractor.
- v) The hire charges shown above are for each day of 8 hours (inclusive of the one-hour lunch break) or part thereof.
- vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Corporation against any loss or damage caused to the plant and machinery either during transit or at site of work.

Shivani K. Agarwal
(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24

taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without in any way affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including 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 during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor along with bidding of the tender, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in charge of the work. If there is any change then the new incumbents qualifications and experience shall not be lower than specified in Schedule in I.T.B. (Annexure - 2). The Engineer-in-Charge shall within 15 days of issue of letter of acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority / Chief Consultant Officer (Technical) shall be final and binding on the contractor in this respect. Technical staff shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in advance and also during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of the clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall submit a certificate of employment of the technical representative/responsible agent along

Dhirmir K. Agarwal
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without in any way affecting the right of the Engineer in-Charge to use the said plant and machinery during the said period of two days as he likes including 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 during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor along with bidding of the tender, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in charge of the work. If there is any change then the new incumbents qualifications and experience shall not be lower than specified in Schedule in I.T.B. (Annexure - 2). The Engineer-in-Charge shall within 15 days of issue of letter of acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority / Chief Consultant Officer (Technical) shall be final and binding on the contractor in this respect. Technical staff shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in advance and also during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of the clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall submit a certificate of employment of the technical representative/responsible agent along

Bhishu K. Aggarwal

(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24.2

CLAUSE 36**Imprisonment of Contractor**

If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the department shall be at liberty.

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

CLAUSE 37**Termination of Contract on death of contractor**

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

CLAUSE 38**If relation working in BSEIDCo. then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the BSEIDCo. (responsible for award and execution of contracts) in which his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the BSEIDCo.. Any breach of this condition by the contractors of this Corporation shall lead to blacklisting. If the contractor is registered in any other department, he shall be debarred from tendering in BSEIDCo. for any breach of this condition.

NOTE : By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in law.

CLAUSE 39**No-Gazetted-Engineer to work as Contractor within two years of retirement**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of Bihar shall work as a contractor or employee of a contractor for a period of two years after his retirement from government service without the previous permission of State Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the contractor's service, as the case may be.

CLAUSE 40**Return of material and recovery for excess material issued**

i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance (see Clause 10) theoretical quantity of materials issued by the Corporation for use in the work shall be calculated on the basis and method given hereunder.

- a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required different items of work as shown in the Schedule
- of Rates mentioned in-Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not
- available in the above mentioned schedule/statement or cannot be derived from the

Dhisei kr. Aggarwal.
(Seal & Signature of Tenderer)

87

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
242

CLAUSE 36

**Imprisonment
of Contractor**

If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the department shall be at liberty.

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

CLAUSE 37

**Termination
of Contract
on death of
contractor**

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

CLAUSE 38

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

The contractor shall not be permitted to tender for works in the BSEIDCo. (responsible for award and execution of contracts) in which his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the BSEIDCo.. Any breach of this condition by the contractors of this Corporation shall lead to blacklisting. If the contractor is registered in any other department, he shall be debarred from tendering in BSEIDCo. for any breach of this condition.

NOTE : By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in law.

CLAUSE 39

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

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of Bihar shall work as a contractor or employee of a contractor for a period of two years after his retirement from government service without the previous permission of State Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the contractor's service, as the case may be.

CLAUSE 40

**Return of
material and
recovery for
excess material
issued**

i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance (see Clause 10) theoretical quantity of materials issued by the Corporation for use in the work shall be calculated on the basis and method given hereunder.

- a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required different items of work as shown in the Schedule Rates mentioned in-Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the

Dhishir Kumar Agarwal

(Seal & Signature of Tenderer)

Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

(d) personal injury or death.

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

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

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 policies.

CLAUSE 45

**Cash Flow
Estimate to
be Submitted**

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

CLAUSE 46

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

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

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watchmen and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

CLAUSE 47

**Cost of
Samples**

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

CLAUSE 48

**Cost of
Tests**

The cost of making any test shall be borne by the Contractor if such test is :

- (a) clearly intended by or provided for in the Contract, or
- (b) particularised in the Contract (in case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.
- (c)

CLAUSE 49

**Cost of Tests
not Provided
for**

If any test required by the Engineer which is :

Shivraj K. Agarwal
(Seal & Signature of Tenderer)

89

Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/10

(d) personal injury or death.

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

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

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 policies.

CLAUSE 45

Cash Flow
Estimate to
be Submitted

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

CLAUSE 46

Safety, Security
and Protection of
the Environment

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

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watchmen and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

CLAUSE 47

Cost of
Samples

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

CLAUSE 48

Cost of
Tests

The cost of making any test shall be borne by the Contractor if such test is :

- (a) clearly intended by or provided for in the Contract, or
- (b) particularised in the Contract (in case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

(c)

CLAUSE 49

Cost of Tests
not Provided
for

If any test required by the Engineer which is :

Bhishu K. Aggarwal
(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

SECTION 4
CONTRACT DATA
(PROFORMA OF SCHEDULES)

Dhishir Kumar Aggarwal.

(Seal & Signature of Tenderer)

91

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/2.

SECTION 4
CONTRACT DATA
(PROFORMA OF SCHEDULES)

Bhishu Kr Aggarwal
(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna 92
24/2

CLAUSE 10 CC

Component of Cement- expressed as percent of total value of work.	Pc	N.A.
Component of Steel- expressed as percent of total value of work.	Ps	N.A.
Component of civil (except cement & steel)/ Electrical construction Materials expressed as percent of total value of work-	Pm	N.A.
Component of Bitumen - expressed as percent of total value of work.	Pb	_____X_____ %
Component of Labour- expressed as percent of total value of work.	P1	_____N.A._____ %
Component of P.O.L. - expressed as percent of total value of work.	Pf	_____N.A._____ %
Component of Plant & Machinery - expressed as percent of total value of work.	Pp	_____N.A._____ %

SCHEDULE 'F'

Reference to General Condition of Contract.

Name of work: CONSTRUCTION OF SENIOR SECONDARY SCHOOL IN BIHAR, SSS-440

Estimated cost of work : Rs. 12284471 (Rupees One Crore Twenty Two Lakh Eighty Four Thousand Four Hundred And Seventy One Only.)

- i) Earnest money : Rs. 2.46 Lac (Rupees Two Lac Forty Six Thousand Only).
- ii) Performance Guarantee: 2% of tendered value including earnest money.
- iii) Security Deposit : 8 % of tendered value.e
- iv) Defect Liability period: Three Years.
- v) Rate of Interest : 14.5 %

GENERAL RULES AND :
DIRECTIONS

Officer inviting tender : Managing Director, BSEIDC.
Maximum percentage for quantity of
items of work to be executed beyond
which rates are to be determined in
accordance with Clauses 12.2 & 12.3

See below

Definitions:

2(v)	Engineer-in-Charge	Executive Engineer (Civil).
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	As Per SOR, BCD
2(xi)	Standard Schedule of Rates	S.O.R. BCD, Dt. : 11.08.2013 & DSR (CIVIL&ELECTRICAL) 2013.

Bhishu K Agarwal.

(Seal & Signature of Tenderer)

93

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/9

CLAUSE 10 CC

Component of Cement- expressed as percent of total value of work.	Pc	N.A.
Component of Steel- expressed as percent of total value of work.	Ps	N.A.
Component of civil (except cement & steel)/ Electrical construction Materials expressed as percent of total value of work-	Pm	N.A.
Component of Bitumen - expressed as percent of total value of work.	Pb	_____X_____ %
Component of Labour- expressed as percent of total value of work.	P1	_____N.A._____ %
Component of P.O.L. - expressed as percent of total value of work.	Pf	_____N.A._____ %
Component of Plant & Machinery - expressed as percent of total value of work.	Pp	_____N.A._____ %

SCHEDULE 'F'

Reference to General Condition of Contract.

Name of work: CONSTRUCTION OF SENIOR SECONDARY SCHOOL IN BIHAR, SSS-440

Estimated cost of work : Rs. 12284471 (Rupees One Crore Twenty Two Lakh Eighty Four Thousand Four Hundred And Seventy One Only.)

- i) Earnest money : Rs. 2.46 Lac (Rupees Two Lac Forty Six Thousand Only).
- ii) Performance Guarantee: 2% of tendered value including earnest money.
- iii) Security Deposit : 8 % of tendered value.e
- iv) Defect Liability period: Three Years.
- v) Rate of Interest : 14.5 %

GENERAL RULES AND :
DIRECTIONS

Officer inviting tender : Managing Director, BSEIDC.
Maximum percentage for quantity of
items of work to be executed beyond
which rates are to be determined in
accordance with Clauses 12.2 & 12.3

See below

Definitions:

- 2(v) Engineer-in-Charge Executive Engineer (Civil).
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits. As Per SOR, BCD
- 2(xi) Standard Schedule of Rates

S.O.R. BCD, Dt. : 11.08.2013

& DSR (CIVIL&ELECTRICAL) 2013.

Chief Consultant (Technical)

Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Dhishu K. Aggarwal

(Seal & Signature of Tenderer)

240.

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 6.00 Lac.

Clause 10CC

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

_____ months

Clause 11

Specifications to be followed for execution of work

_____ Yes _____

Clause 12

Deviation, variation
Extent and pricing.

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

Clause 16

Competent Authority for
deciding reduced rates.

Chief Engineer

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

SBD , NIT & B.O.Q.

The Law of Union of India.

Patna.

English

_____ X _____

Indian Rupees

Dhiren Kr Agarwal.

(Seal & Signature of Tenderer)

[Signature]
95

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
[Signature]

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 6.00 Lac.

Clause 10CC

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

_____ months

Clause 11

Specifications to be followed for execution of work

_____ Yes _____

Clause 12

Deviation, variation
Extent and pricing.

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

Clause 16

Competent Authority for
deciding reduced rates.

Chief Engineer

- The following document also form part of the contract.

SBD , NIT & B.O.Q.

- The law, which applies to the contract, is

The Law of Union of India.

- The court of jurisdiction

Patna.

- The Language of contract document

English

- The limit of sub-contracting

_____ X _____

- The Currency of the Contract is

Indian Rupees

Bhishikr Agarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

SECTION 6

TECHNICAL SPECIFICATION

(Along with Basic drawings)

Dhiviraj Agarwal.

(Seal & Signature of Tenderer)

97

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

SECTION 6
TECHNICAL SPECIFICATION
(Along with Basic drawings)

Bhishu K2 Aggarwal.

(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24.

BILL OF QUANTITIES**Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification issued by the department / Corporation time to time.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

Bhishik Arora

(Seal & Signature of Tenderer)

99

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/9

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification issued by the department / Corporation time to time.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

Shiv Kumar Agarwal

(Seal & Signature of Tenderer)



Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/02

SECTION 8

SECURITIES AND OTHER FORMS

(to be filled by Bidder/Employer)

Dhishri Kr Agarwal

(Seal & Signature of Tenderer)

101

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/01

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

Dhishan K S Agarwal,

(Seal & Signature of Tenderer)



Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/12/20

- 84 -

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE

WITNESS _____

SEAL

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Dhivika Agrawal

(Seal & Signature of Tenderer)

103

[Signature]
Chief Consultant (Technical)
Patna State Educational Infrastructure
Development Corporation Ltd., Patna
24e.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE

WITNESS _____

SEAL

[Signature, name and address]

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- ** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Dhishni K. Agarwal.

(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/11/2018

UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT

To

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

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

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

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

Yours truly,

Signature and Seal : _____

Name of Bank /Financial Institution _____

Address : _____

Date : _____

* *An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.*

Dhishai Kr Agarwal

(Seal & Signature of Tenderer)

105

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

2/2

UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT

To

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

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

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

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

Yours truly,

Signature and Seal : _____
Name of Bank /Financial Institution _____
Address : _____
Date : _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Dhishai Kr Agarwal.

(Seal & Signature of Tenderer)

105
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/2

UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT

To

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

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

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

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

Yours truly,

Signature and Seal : _____

Name of Bank /Financial Institution _____

Address : _____

Date : _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Bhim Kumar Agarwal.

(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
2/2/21

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 necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to made recovery from the Contractor's bill for such payment by deducting there from the value of the said materials that actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at by time thereafter adopt all or any of the following courses as he may deem best :

Shiv Kumar Agastya

(Seal & Signature of Tenderer)

107

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

24/2

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 necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to made recovery from the Contractor's bill for such payment by deducting there from the value of the said materials that actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at by time thereafter adopt all or any of the following courses as he may deem best :

Shivani K. Agarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

- 87 -

Letter of Acceptance
(Letterhead paper of the Employer)

_____(Date)

To

_____(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our agency.

We accept/ do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

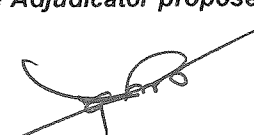
Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

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


(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Letter of Acceptance
(Letterhead paper of the Employer)

_____(Date)

To

_____(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our agency.

We accept/ do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

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

Omishir K. Agarwal
(Seal & Signature of Tenderer)

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called "the (name and address of contractor) hereinafter called "the Contractor" of the other part.]

Whereas the Employer is desirous that the Contractor execute

_____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows :

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

Dhirmu Kr Agarwal

(Seal & Signature of Tenderer)

[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

UNDERTAKING

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

Dhivikr Agarwal.

(Seal & Signature of Tenderer)

113

Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna
24/2.

UNDERTAKING

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE



(Seal & Signature of Tenderer)


Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna



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

Bhishikar Aggarwal.

(Seal & Signature of Tenderer)

115

2/12/20
[Signature]
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

