

-1-

Name of Work - Construction of Proposed Drain,
R.e.e. Chair⁽¹⁾ & fencing Around Hockey field play
ground in the campus of Govt Girls High school,
BIHAR PUBLIC WORKS DEPARTMENT LBS Nagar Patna.
Agency :- Pramod Kumar Singh.
[Form E-2.]

ITEM RATE TENDER AND CONTRACT FOR WORKS

Agreement No - 52 F2 of 2014-15

General Rule and Directions for. the guidance of Contractors.

1. AH works proposed for execution by. contract will be notified in a form of invitation .to tender pasted on a board hung up in the office of and signed by the Subdivisional Officer, Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders, also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the. successful tenderer" and the percentages. If any. to be deducted from bills. Copies of the specifications, design and drawings and any , other documents required in connection with the submission of tender signed for the purpose of Identification by the Subdivisional Officer/ Executive Engineer shall also be open for inspection by the contractor at the office of the Subdivisional Officer/ Executive Engineer during office hours*

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

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

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

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

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or , which contain any other conditions of any sort or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money 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 a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Cash deposits for earnest money here in before obtained shall be made in Government Treasuries and the challan thereof should be enclosed with the tender.

24-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
Rmb

P. K. Singh

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

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

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will be competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents mentioned in rule 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time, if the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender. If the Engineer is not competent to accept the tender himself he will inform the tenderer of the tender which he decides to recommend for acceptance, such tenderer shall there upon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money "within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same if the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

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

11. The amount of security money to be deposited by the tender whose tender is selected for acceptance shall be 10% of the estimated value of the work and towards the amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be not tied to him in writing by the office opening the tender, failing which the tender shall be liable to rejection.

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

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

P. K. Singh

29-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Rmb

TENDER FOR WORK

II We hereby tender for the execution for the Government of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of cars months from the date of wrillfen order to commence and in accordance in all respects with the specifications desmans drawing. And other documents refcred to rule I here of and subject to the annexed conditions of contract and with such conJititins so for as applicable.

MEMORANDUM

(a) If several sub works are included they should be detailed in a separate list.

(a) Name of work

(b) Estimated cost

Rs.

(c) Earnest money

Rs

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

(d) Initial security deposit, (including earnest money) to be deposited. before the commencement of the work

Rs

(e) Percentage to be deducted from bills Rs. 5% (Rupees live percent)

(f) This percentage deduction from

(f) Time required for the work from date oil \Written order to commence

Month

(g) the contractor's securities deposit

(g) Date of written order to commence

(h) Title number of item of work tendered £~r

Item No.	Item of Work	RATE TENDERED		Per
		In figures	In Words	

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

P.K. Singh

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

Should this tender be accepted I / We hereby agree to abide by the fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default there of to forfeit and pay to the Governor of Bihar or his successors in office the sums of money mentioned in the said conditions.

Signature of
Contractor before
commission of tender

Dated the

day of

20

Witness--

Address--

Occupation--

Signature of witness
on behalf of contractor
Signature

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

Signature of the Officer
accepting the tender

Acceptance communicated on

Signature of the party
taking the tender

CONDITION OF CONTRACT

compensation

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

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

Clause 2 -- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 112 percent on the estimate cost of the whole work as shown by the tender for every day that the work remain uncommenced or unfinished after the proper dates, And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for and work exceeds one month to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed one - half of the work before one half of such time, elapsed and three- fourth of the work before three - fourths of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to 112 percent, on the said estimated cost of the whole work for every day that the due quantity work remains incomplete. Provided conversely that the entire amount of compensation to be paid under the provisions this clause shall not exceed 10 percent, on the estimated cost of the work as shown in the tender.

Clause 3 -- In any case in which under any clause or clauses of this contract the contractor shall have tendered himself liable pay compensation amounting to the whole of his security deposit in the hands of Government! whether paid in one sum or deducted by instalments) the Executive Engineer on behalf of the Governor of Bihar shall have power to adopt any of the following courses, as he may deem suited to the interests of Government.

- (a) To rescind the contract (of which rescission notice in writing to the contract under the hand of the Executive Engineer shall be conclusive evidence) and in which are the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government,

Action when
whole security desits
forfeited. ~

P. K. Singh

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

29-5-2014

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

AGREEMENT of Fencing and R.C.C. Chair for playground in the campus of Govt. Girl's High School, LBS Nagar, Patna.

TENDER FOR WORKS

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

MEMORANDUM

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

(A) Name of Work :- Construction of Proposed Drain, R.C.C. Chair and Fencing Around Hockey Field Play Ground in the campus of Govt. Girl's High School, LBS Nagar, Patna,

(B) Estimated Cost :- Rs. 35,03,756=00
Agreement value :- Rs. 29,78,193=00

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

(C) Earnest Money :-

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

(D) Initial security deposits (including earnest money) to be deposited before the Commencement of the work-Earnest Money :- Rs. 1,50,000/- (Details attached)

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

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

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- Part A+B=29 Nos.

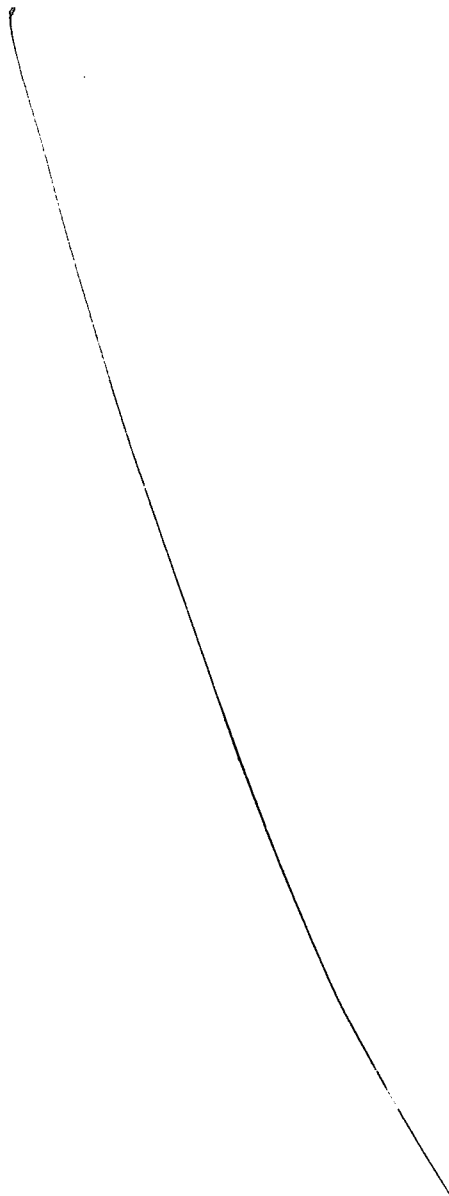
PART-A

Sl.No.	S.O.R	Particulars of items	Qty.	Unit	Rate	Amount
1	2.29	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m				
	2.29.1	All kinds of soil.	6.96	100 SQM	577.5	Rs. Five hundred seventy seven and paise fifty only.

P. K. Mishra.

(Seal and Signature of Tenderer)

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



P. K. Singh
29-3-2014


29-3-2014

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


2	2.8	Earth work in excavation in foundation trenches or drains(not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m . including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	2.8.1	All Kinds of soil	636.40	CUM	160.6	Rs. One hundred sixty and paise sixty only.
3	2.28	Supplying and Filling in plinth with local sand and under floors including, watering, ramming consolidating and dressing complete.	106.07	CUM	180.2	Rs. One hundred eighty and paise twenty only.
4	11.72	Providing designation 100 A one brick flat soling joints filled with local sand including cost of watering, taxes, royalty all complete as per building specification and direction of E/L.	657.64	SQM	170.2	Rs. One hundred seventy and paise twenty only.
5	5.1	Providing and laying in position specified grade of reinforced cement concrete in foundation excluding the cost of centring, shuttering, finishing and reinforcement- All work up-to plinth level				
	5.1.3	1:2:4(1 cement: 2 coarse sand:4 graded stone aggregate 20 mm nominal size)	66.78	CUM	3234.9	Rs. Three thousand two hundred thirty four and paise ninety only.
6	6.1	Brick work with bricks of class designation 100A in foundations and plinth in :				
	6.1.14A	Cement mortar 1:6 (1 cement: 6 coarse sand)	235.70	CUM	3035.4	Rs. Three thousand thirty five and paise forty only.

P.K. Singh.

(Seal and Signature of Tenderer)

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

29-5-2014

P.K. Singh


29-5-2014

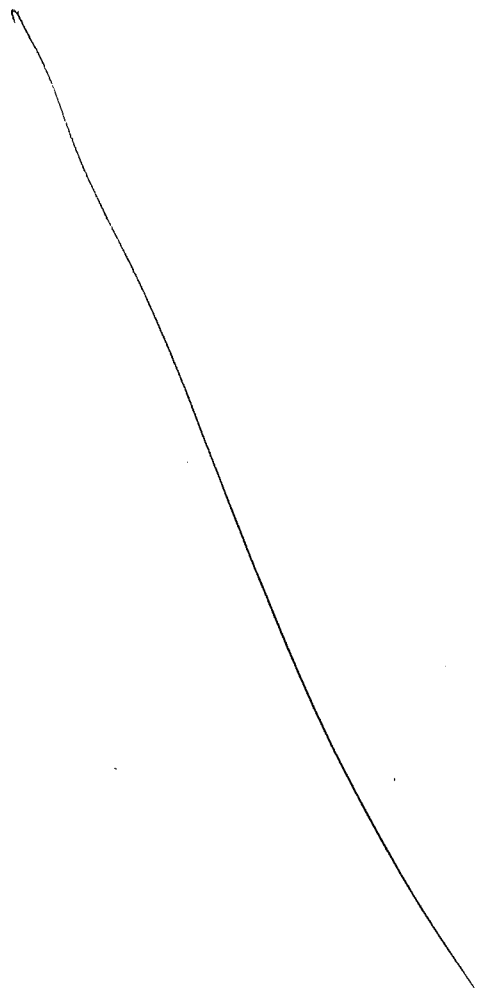
Chief Engineer
B.S.E.I.D.C. Ltd, Patna


7	13.17	12 mm cement plaster 1:3(1 cement: 3 coarse sand) finished with a floating coat of neat cement	1624.77	SQM	117.6	Rs. One hundred seventeen and paise sixty only.
8	5.29	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.				
	5.29.7A	RCC 4.01 M3 @65Kg/Cum	4340.70	Kg	72.4	Rs. Seventy two and paise forty only.
9	5.14.1	Centring and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass concrete.				
		RCC 4.01 M3 @65Kg/Cum	103.16	SQM	127.66	Rs. One hundred twenty seven and paise sixty six only.
10	2.3.1	Banking excavated earth in layers not doing 20 cm in depth, breaking clods, watering, rolling each layer with 1/2 tonne roller, or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up ; in embankments for roads, flood banks, marginal banks, and guide banks etc . lead upto 50 m and lift upto 1.5 m.				
		65% of excavated earth	413.66	CUM	112.5	Rs. One hundred twelve and paise fifty only.
11		(A) LOCAL SAND - 3 KM.	106.07	CU.M	183.38	Rs. One hundred eighty three and paise thirty eight only.
		(B) COARSE SAND :	126.40	CU.M	616.30	Rs. Six hundred sixteen and paise thirty only.

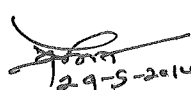
P.K. Singh

(Seal and Signature of Tenderer)

[Signature]
29-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
[Signature]



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


29-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
Pms

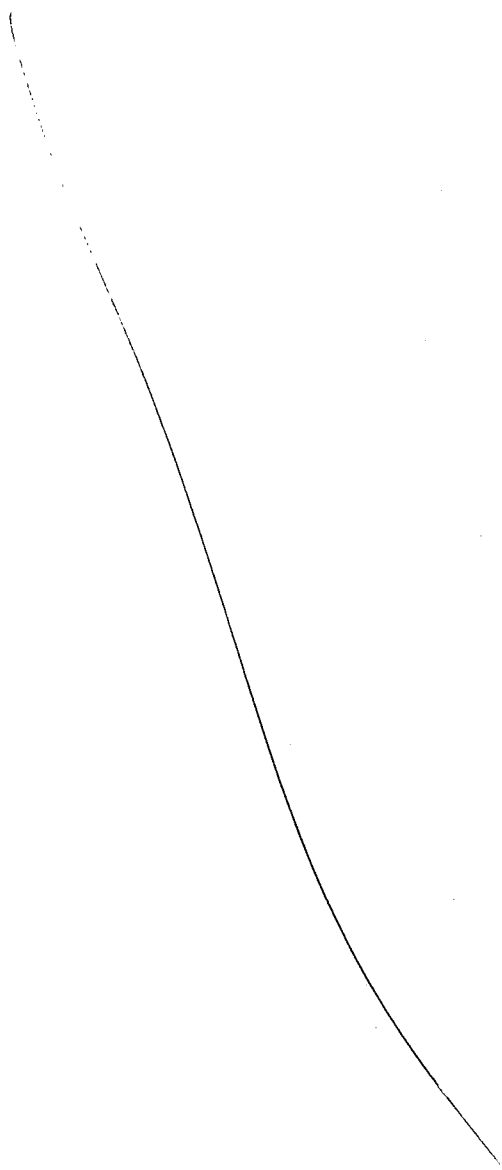
		(C) STONE CHIPS :	60.10	CU.M	1906.84	Rs. One thousand nine hundred six and paise eighty four only.
		D) BRICKS	137652	no	0.57	Rs. Zero and paise fifty seven only.
		E) Cement	1114.31	Bags	13.23	Rs. Thirteen and paise twenty three only.
		F) Steel	4340.70	KG	0.264	Rs. Zero and paise twenty six only.
12		Add extra cost of material for Patna Commissionerary w.r.t Gaya as per SOR, BCD				
		Bricks	137652	Nos	2.58	Rs. Two and paise fifty eight only.
		Cement	1114.31	Bags	28.62	Rs. Twenty eight and paise sixty two only.

PART-B

Sl.No.	S.O.R	Particulars of items	Qty.	Unit	Rate	Amount
1	23.2.5	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 in	335.37	MTR	72.70	Rs. Seventy two and paise seventy only.
2	5.1	Providing and laying in position specified grade of reinforced cement concrete in foundation excluding the cost of centring, shuttering, finishing and reinforcement- All work upto plinth level				
	5.1.3	1:2:4(1 cement: 2 coarse sand:4 graded stone aggregate 20 mm nominal size)	16.99	CUM	3234.9	Rs. Three thousand two hundred thirty four and paise ninety only.


(Seal and Signature of Tenderer)


29-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

P.K. Sridh


29-5-2014

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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3	11.72	Providing designation 100 A one brick flat soling joints filled with local sand including cost of watering, taxes, royalty all complete as per building specification and direction of E/I.	77.71	SQM	170.2	Rs. One hundred seventy and paise twenty only.
4	5.2.3	Reinforced cement concrete work in wall(any thickness),including attached , buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. upt floor five level excluding cost of centring, shuttering, finishin and reinforcement.) 1:2:4 (1 cement: 2 coarse sand:4 graded stone aggregate 20mm nominal size)	39.52	CUM	3283.4	Rs. Three thousand two hundred eighty three and paise forty only.
5	13.17	12 mm cement plaster 1:3(1 cement: 3 coarse sand) finished with a floating coat of neat cement	491.09	SQM	117.6	Rs. One hundred seventeen and paise sixty only.
6	5.29	Reinforcement for R.C.C. work including straightening,cutting, bending, placing in position and binding all complete.				
	5.29.7A	Thermo-Mechanically Treated bars TMTC-500-8mm dia.	3992.26	Kg	72.4	Rs. Seventy two and paise forty only.
7	5.14.5	Centring and shuttering including strutting,propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass	406.29	SQM	173.2	Rs. One hundred seventy three and paise twenty only.
8	A.R-2	Providing fencing with chain link mesh of G.I wire.....	405.20	SQM	436.13	Rs. Four hundred thirty six and paise thirteen only.

P.K. Singh
(Seal and Signature of Tenderer)

12-9-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
Rmb

P.12. *[Signature]*


[Signature]
29-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
End

9	10.32.1	Steel work welded in built up sections/framed work including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel, etc. as	264	kg	67.7	Rs. Sixty seven and paise seventy only.
10	10.33.5	Labour for fitting and fixing barbed wire fencing in FOUR rows horizontal up to a height of 1.25m and two diagonals including fixing of post in cement concrete at 2.5m centres including cost of staples (but excluding the cost of cement concrete, angle, iron post, its cutting and making holes, nuts & bolts) all complete as per building specification and direction of E/I.	2003.05	MTR	22.7	Rs. Twenty two and paise seventy only.
11	R.A 2	Supplying galvanised steel barbed wire				
		Barbed wire @ 0.111 kg / m	2.45	Quintal	6012.49	Rs. Six thousand twelve and paise forty nine only.
12	2.28	Supplying and Filling in plinth with local sand and under floors including, watering, ramming consolidating and dressing	31.00	CUM	180.20	Rs. One hundred eighty and paise twenty only.
13	10.33.6	for fixing of staples etc, as per building specification and direction of E/I	440.00	Each	3.90	Rs. Three and paise ninety only.
14	10.33.7	labour for cutting of ms angle iron post to required length, one end spilted as fish tailed ina length	110.00	Each	12.20	Rs. Twelve and paise twenty only.
15	1007C	steel angle of 50x50x6 mm	4.87	Quintal	4809.00	Rs. Four thousand eight hundred nine only.

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

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9	10.32.1	Steel work welded in built up sections/framed work including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel, etc. as	264	kg	67.7	Rs. Sixty seven and paise seventy only.
10	10.33.5	Labour for fitting and fixing barbed wire fencing in FOUR rows horizontal up to a height of 1.25m and two diagonals including fixing of post in cement concrete at 2.5m centres including cost of staples (but excluding the cost of cement concrete, angle, iron post, its cutting and making holes, nuts & bolts) all complete as per building specification and direction of E/I.	2003.05	MTR	22.7	Rs. Twenty two and paise seventy only.
11	R.A 2	Supplying galvanised steel barbed wire				
		Barbed wire @ 0.111 kg / m	2.45	Quintal	6012.49	Rs. Six thousand twelve and paise forty nine only.
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 Chief Engineer
 B.S.E.I.D.C. Ltd, Patna
 Rndish

16		CARRAIGE OF MATERIALS				
		(A) LOCAL SAND - 3 KM.	31.00	CU.M	183.4	Rs. One hundred eighty three and paise forty only.
		(B) COARSE SAND :	30.34	CU.M	616.30	Rs. Six hundred sixteen and paise thirty only.
		(C) STONE CHIPS :	50.86	CU.M	1906.84	One thousand nine hundred six and paise eighty four only.
		D) BRICKS	2507.00	NOS	0.57	Rs. Zero and paise fifty seven only.
		E) Cement	458.00	Bags	13.23	Rs. Thirteen and paise twenty three only
		F) Steel	3992.26	KG	0.26	Rs. Zero and paise twenty six only.
		Add extra cost of material for Patna Commissinary w.r.t Gaya as per SOR, BCD				
		Bricks	2507.00	Nos	2.58	Rs. Two and paise fifty eight only.
		Cement	458.00	Bags	28.62	Rs. Twenty eight and paise sixty two only.
Total						1,075,839.88
Say						1,075,840.00

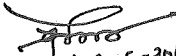
Tender approved in favour of Pramod Kumar Singh @ 15.00 (Fifteen Decimal Zero Percent) below BOQ rates i.e. total amount comes to Rs. 29,78,193=00 (Rupees Twenty Nine Lacs Seventy Seventy Eight Thousand One Hundred Ninety three Only)



(Seal and Signature of Tenderer)


12-5-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna


P.K. Sahu


29-5-2014

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

Performance Security

Name of Agency – “Pramod Kumar Singh”

Performance Security of “Pramod Kumar Singh” Of “R.C.C Chair and Fencing Around Hockey Field Playground in the Campus at Gov. Girls High School Patna”

Passbook No
30796207

DOI
25.04.14

Amount
150000.00

(Rupees One Lacs Fifty Thousands Only)

Amit K. Soni
20/5/14
लेखा पदाधिकारी
बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना
20/5/14

P. K. Singh

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
29-5-2014

P. K. Singh

~~29-5-2014~~

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

बिहार राज्य सार्वजनिक 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-28 वर्ष 2013-14
प्रतिशत मद दर निविदा

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

1. बिहार राज्य के अन्तर्गत निम्नांकित कार्य हेतु निविदा आमंत्रित की जाती है। 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।

क्र० म०	विद्यालय का नाम	प्राक्कलित राशि (रु० में)	अग्रधन की राशि (रु० में)	परिमाण विपत्र की राशि(रु०)	कार्य समाप्ति की अवधि
1.	राजकीय कन्या उच्च विद्यालय, लाल बहादुर शास्त्रीनगर, पटना के परिसर में हॉकी खेल मैदान के निर्माण हेतु जल निकासी के लिए नाला एवं बार्बड वायर फेंसिंग (बाड़) सहित R.C.C चेयर का निर्माण कार्य।	35,03,557 /-	70,500 /-	6,150.00	03(तीन) माह

नोट:-1. प्राक्कलित राशि घट या बढ़ सकती है एवं तदनुसार अग्रधन की राशि घट या बढ़ सकती है।

- (2) विज्ञापन निर्गत करने की तिथि :- दिनांक:- 20.11.2013
- (3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक:- 30.11.2013 से 21.12.2013, 15:00 घंटा
(वेबसाइट:www.eproc.bihar.gov.in पर)
- (4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :- दिनांक:- 11.12.2013, 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:- 22.12.2013, समय:- 15:00 घंटा
- (6) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक:- 24.12.2013, समय:- 15:30 घंटा
(वेबसाइट:-www.eproc.bihar.gov.in पर)
- (7) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक:- 30.12.2013, 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।

(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 इलेक्ट्रानिक 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 24.12.2013 के 15:00 घंटे तक स्वयं/निबंधित डाक/स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं 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 प्रतिज्ञित (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से पटना में भुगतये एकाउन्ट पेयी डिमाण्ड ड्राफ्ट, फिक्सड डिपोजिट रिसिप्ट, बैंक्स 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 24.12.2013 के 15:00 घंटे तक स्वयं/निबंधित डाक/स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं 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 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-टेंडरिंग 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-800004 दूरभाष नं० 0612-2522006/0600000000

P.K. Singh

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

[A large, faint, curved line, possibly a signature or a mark, spanning across the upper half of the page.]

P. K. Singh

[Signature]
29-5-2014

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

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)

पत्रांक:- BSEIDC / FIN / 682 / 2014 / - 960

पटना, दिनांक 01.03.2014

प्रेषक,

मुख्य परामर्शी (तकनीकी)

सेवा में,

Pramod Kumar Singh,
AT- Kadhauna, Wazirganj,
Gaya.

विषय:- राजकीय कन्या उच्च विद्यालय, लाल बहादुर शास्त्रीनगर, पटना के परिसर में हॉकी खेल मैदान के निर्माण हेतु जल निकासी के लिए नाला एवं बार्बड वायर फेंसिंग (बाड़) सहित R.C.C. चेयर का निर्माण कार्य हेतु अग्रधन की राशि जमा कर एकरारनामा एवं कार्य प्रारम्भ करने के संबंध में।

महाशय,

उपर्युक्त निविदा में आप न्यूनतम निविदाकार हैं आपके द्वारा उद्धृत दर परिमाण विपत्र के दर से 15.0% (पन्द्रह दशमलव शून्य प्रतिशत) कम है तदनुसार निविदा की कुल राशि रु० 29,78,193 / - (उनतीस लाख अठहत्तर हजार एक सौ तीरानवें रुपये) मात्र है जो आपके पक्ष में स्वीकृत की गई है। इस कार्यालय के पत्रांक BSEIDC / FIN / 682 / 2013-415 दिनांक 31.01.2014 के क्रम में उपर्युक्त कार्य की अनिवार्यता को देखते हुए यह निदेश दिया जाता है कि संबंधित कार्यपालक अभियंता / सहायक अभियंता से संपर्क स्थापित कर कार्य शीघ्र प्रारंभ कर दें। वांछित जमानत की राशि के सत्यापन प्रतिवेदन प्राप्त होने पर एकरारनामा संपादित किया जायेगा। कार्य प्रारंभ की तिथि इस पत्र की निर्गत की तिथि से मान्य होगी।

(ह०/-)

मुख्य परामर्शी (तकनीकी)

ज्ञापांक : BSEIDC / FIN / 682 / 2014 - 960

पटना, दिनांक 01.03.2014


प्रतिलिपि : संबंधित कार्यपालक अभियंता / सहायक अभियंता को सूचनार्थ एवं अग्रतर कार्रवाई हेतु प्रेषित।

1/03/14
मुख्य परामर्शी (तकनीकी)

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

P.K. Singh

P.K. Singh


29-5-2014
Chief Engineer
S.S.E.I.D.C. Ltd, Patna
Rms

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

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

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

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

Contractor responsible to pay compensation (ii) action not clause.

Power to take possession of in required removal to sell contractor

Clause 5 - If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidable hindered in its execution or on any other ground, other than those mentioned in clause, 12 (a) he shall apply in writing : to the Executive Engineer within 60 days from the date of starting of the hindrance on account of which he desires such extension aforesaid, and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise.

Extension of time

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

For

Such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether the claim compensation for the delay.

Final Certificate

Clause 6 -- On completion of the work, the contractor shall be furnished with a certificate by the Execution Engineer (herein after called the Engineer - in - charge) of such completion but no such certificate be given, not shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Execution Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls, floors or other part of any building in upon or about which the work is to be executed or of which he may have had possession for, the purpose of the Execution thereof not until the work shall have been measured by the officer of the public works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials, rubbish and disposal of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payment of in-
termediate cer-
tificate to be regarded
as advance and bill
to be submitted
monthly

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

Stores supplied
Government

Provided that if any balance of the 10% security is outstanding from each such payment shall be deducted to much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilful work to be removed and taken away and re-constructed or re-erected or be considered as an admission of default or performance of the contract or any part thereof in any respect or the actual of any claim not shall it conclude determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, of in any other way vary or affect the contract.

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

Clause 9 - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer - in - charge's stores, or it is required that the contractor shall use certain stores to be provided by the Engineer - in - charge under the conditions of this contract (such materials and stores, and prices to be charged therefore as therein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedules as are required from time to time to be used by him for the purpose of the contract.

12-9-2014
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Rmb

R.K. Singh

Schedule XLV- Form No. 61.

(11)

Only an the value of the full quantity of materials and stores supplied at the rates specified in the said schedule may be set of or deducted from any sums then due or there after to become due to the contract under the contract, or otherwise, of against or from the security deposit or the proceeds of sale thereof; if the same is held in Government securities, the same or sufficient portion thereof being in the case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all time be open to inspections by the Engineer - in - charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer - in - charge's, store, at the prevailing market rate or the issue rate which ever is less if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him as aforesaid, being unused by him or for any wastage in damage to or any such materials.

Work to be executed in accordance with specification, drawing other etc.

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

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

Alteration specifications or designation

Do not invalidate contract

Time is of alteration

Rates for works estimate schedule rates of district

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

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

Rms

P.K. Singh

Compensation for
alteration in or
restoration of work to
be carried out

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

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

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

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

Action and com-

pensation payable in
case of work

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

Work to be taken to

Clause 14- All work under or in courses of execution in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer - in - Charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer - in - charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing present for that purpose order given to the contractor himself.

Contractor or
responsible Agents to
be present

Notice to be taken
before work covered
up.

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

Contractor liable for
damage done and for
imperfection a month
after certificate.

Clause 16- If the contractor or his work people; or servants shall break deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs fence, closure waterpipes, cables drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is to be executed or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfection

IP- become whatever or any imperfection become apparent in it within three months (six months in the case of a road-work after a certificate final or other of its completion shall have been given by the Engineer - in - charge as a for seal the contractor shall make the same good at his own expense, or in default, the Engineer - in - charge may cause the same or be made good by other work men and deduct the expense (of which the certificate or the Engineer - in - charge shall be final) from

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End

Schedule XLV- Form No. 61.

(13)

time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit at the contractor shall not be refunded before the expiry of three months (six months in case of a road work) after the issue of the certificate final or otherwise of completion of work. Provided that in the case of a road work if in the opinion of the Engineer - in - charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion.

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

Contractor supply plant ladder scaffoldings etc.

And is liable Damage arising by Nonprovision of light Fencing etc.

Clause 18 No female labour shall be employed with in the limits or cantonment.

The contractor shall not employ for the purpose of this contract any person which below the age of twelve years and shall pay to each labourer for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

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

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

Clause 19- The contract shall not be assigned or subject without the written approval the Executive Engineer. And if the contractor shall assign or subject his contract or attempt so to, do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so do; or if any be gratuity, gift loan, perquisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Executive engineer may there - upon by notice, in writing rescind the contract the security deposit of the contractor shall there upon stand forfeited and absolutely at the

Work not to subject

Contract may rescinded and security deposit forfeited for subletting or if contractor becomes insolvent

P.K. Singh

Chief Engineer
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Rm

disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause (3) here of and in addition the contractor shall not be entitled to recover or be paid any work there of a actually performed under contract.

Clause 20 - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government with out reference to the actual loss or damaged sustained and whether or not any damage shall have been sustained.

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

Clause 21 - In the case of a change by partners any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer - in - charge for this information. In case of failure to notify the change in the constitution within fifteen days the Engineer - in - charge may be notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause (3) here of and in addition contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the contract.

Changes in
constitution of firm

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

Works to be under
direction of
superintending
Engineer

Clause 23 - In case any dispute or difference shall arise between the parties, or either of them hereupon any question relating to the meaning of the specification, designs drawing and instructions herein before mentioned or as to the quality of workmanship, or materials used on the work or as to the construction of any of the conditions or any clause or thing there in contained or as to any question, claim rights or liabilities of the parties, or any Clause or thing whatsoever in any way arising out of or relating in the contract designs drawing, specifications, estimates, instruction order, or these conditions otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof or as to the breach of this contract then either party shall forth with give to the other notice of such disputes or difference and such dispute or difference shall be referred to superintending Engineer of the circle and his decision thereof shall be final conclusive and binding on all the parties,

Lumpsums in
estimates

Clause 24 - When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the item of work involved of the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not in the opinion of the Engineer - in - charge capable of measurement. The Engineer - in - charge may at his discretion pay the lumpsum amount entered in the estimate, and certificate in writing of the Engineer - in - charge shall be final conclusive against the contractor with regard to the lumpsum or sums payable to him under the provisions of this clause.

Estimation where no
specification

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

Execution of works

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

Clause 27 - The terms, and conditions of the agreement have been read/expained to me and; certify clearly understand them

Witness

Contractor

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

P.K. Singh

Schedule showing (approximately) materials to be supplied. If available the rates of which they are to be charged for and places at which they are to be supplied

Particulars	Rate at which the materials will be charged to the contractors			Place of delivery
	Units	Rs.	P.	

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

(Signature of Contractor)

(Signature of Executive Engineer)

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Romb

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29-5-2014