

Name of Work - <sup>-1-</sup> Supply and Installation of  
A.C, Water Purifier & Refrigerator  
for Office of Patliputra Univ. Patna,  
Purnea Univ., Purnea & Monger Univ.

**BIHAR PUBLIC WORKS DEPARTMENT**

Agency -

[ Form No. F-2 ] Colour Lab  
(Prep - Rahul Ashok Tulsia)

ITEM RATE TENDER AND CONTRACT FOR WORKS

Agreement No. \_\_\_\_\_ 68 F<sub>2</sub> of 2018-19

General Rule and Direction for the guidance of Contractors.

Date of Commencement - 02-06-2018.

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

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

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

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

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

5. The amount of earnest money to be deposited will be :-

Rs.

If the amount of the estimate does not exceed Rs. 2,000

... .. 50

If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000

... .. 100

If the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000

... .. 200

For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money

... .. 100

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

FOR COLOR LAB

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

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 a comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall there upon be returned to the tenderer with a pay order for the amount of the earnest money.

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

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer or the selected tender who shall thereupon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The 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 thereupon sign forth- with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance and the security money deposited shall be refunded to the tenderer.

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

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

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

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

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# MEMORANDUM

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



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

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should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so. for as applicable, or in ssors in office the sums of money mentioned in the said conditions.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\*Signature, of contractor before comission of tender

witness :-

Address :-

Occupation :-

Signature of witness to contractor's 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

Acceptances communicated on.....

signature of the party taking the tender



### CONDITIONS OF CONTRACT

Compensation

Clause 1:- All compensation or other sums of payable by the contractor to Government under the terms of his contract may be deducted from, paid by the sale of a sufficient part of his security deposit or from the Interest arising therefore 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 aforesaid, the contractor shall within ten days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or arised by, sale of his security deposit of any part thereof.

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

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the wirtten order to comence 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 contract or) and the contractor shall pay as compensation an amount equal to ½ percent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper date. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed one-half of the work before one-half of such time elapsed and three-fourths of the work, before three fourths of such time has elapsed in the event of the contractor failing to employ with this condition, I shall be liable to pay as compensation an amount equal to ½ percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions the clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when persnle security deposit forfeited

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

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

For COLOR LAB

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

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

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

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

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

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

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

Extension of time

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Final certificate

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

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

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

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

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

Stores supplied  
Government

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

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

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

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

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

Alteration in specifications  
and designation.

Do not invalidate contract

Time in consequence of  
alteration

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

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

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

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

Clause 12 (a) As contained in G O 1929 dated 11.9.56.

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Chief Engineer  
Patna

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

Final

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

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

Action and compensation payable in case of work.

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

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Work to be taken to inspection

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

Contractor or responsible Agents to be present

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

Notice to be taken before work covered up

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

For COLOR L.D.

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Proprietor  
Proprietor

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

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

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

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

Contractor to supply to plantladder scaffolding etc.

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

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

Work not to be subject

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

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

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

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

Chief Engineer  
B.S. & C. Ltd, Patna

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## Schedule XLV - Form No. 61

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

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

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

Charges in constitution of firm.

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

Works to be under direction of Suprintending Engineer

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

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

Lum sum in estimate

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

Action where no specification.

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

Definition of works

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

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

Witness.

Proprietor Contractor.



the rates in the above schedule are  
the submission of the tender.

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

(Signature of Executive Engineer)

24/09/18

# **Bihar State Educational Infrastructure Development Corporation Ltd.**

## **AGREEMENT FOR SUPPLY AND INSTALLATION OF AC, WATER PURIFIER & REFRIGERATOR FOR OFFICE OF PATLIPUTRA UNIVERSITY, PATNA, PURNEA UNIVERSITY, PURNEA & MUNGER UNIVERSITY, MUNGER**

### **TENDER FOR WORKS**

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

### **MEMORANDUM**

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

(A) Name of Work :- **SUPPLY AND INSTALLATION OF AC, WATER PURIFIER & REFRIGERATOR FOR OFFICE OF PATLIPUTRA UNIVERSITY, PATNA, PURNEA UNIVERSITY, PURNEA & MUNGER UNIVERSITY, MUNGER**

(B) Estimated Cost :- **As on Quoted Rate**  
Agreement value :- **Rs. 11,05,300=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. 56,000/-**

(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- **Ten Days**

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- **05 Nos.**



# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

## AGREEMENT

**SUPPLY AND INSTALLATION OF AC, WATER PURIFIER & REFRIGERATOR FOR  
OFFICE OF PATLIPUTRA UNIVERSITY, PATNA, PURNEA UNIVERSITY, PURNEA  
& MUNGER UNIVERSITY, MUNGER**

SL NO.	ITEM	UNIT	Qty.	RATE (IN DIGIT)	RATE (IN WORDS)
1	AC Supplying, Installing, Testing & Commissioning of Air conditioner of 1.5 tonne capacity with Stabilizer of Split type, with Inverter Technology of make HITACHI/VOLTAS or equivalent.	Nos	15	57,500/-	Rs. Fifty seven thousand five hundred only.
2	RO Supplying, Installing, Testing & Commissioning of KENT Grand+ water purifier with RO+UV+UF+TDS Control, having storage capacity of 8lts with all fittings and accessories.	Nos	6	20,400/-	Rs. Twenty thousand four hundred only.
3	Refrigerator Supplying, Installing, Testing & Commissioning of Double Door fridge of 260 L capacity, having Smart Inverter Compressor, 3 Star, Frost Free Technology : Auto fridge defrost to stop ice-build up, Built in Stabilizer.	Nos	3	27,000/-	Rs. Twenty seven thousand only.
4	Supplying and Installation of Steel Signages of size 12" in height do do all complete job as per direction of E/I.	Nos	46	650/-	Rs. Six hundred fifty only.
5	Supplying and Installation of Steel Signages of size 6" in height do do all complete job as per direction of E/I.	Nos	25	380/-	Rs. Three hundred eighty only.
		<b>TOTAL</b>		<b>11,05,300/-</b>	<b>Rs. Eleven Lac Five Thousand Three Hundred only.</b>

**Tender approved in favour of Colour Lab (Prop. Rahul Ashok Tulsiyan) @ Item Rate Basis i.e. total  
amount comes to Rs. 11,05,300=00 (Rupees Eleven Lacs Five Thousand Three Hundred Only)**

For COLOR LAB

Chief Eng neer  
B.S.E.I.D.C. Ltd, Patna  
21/09/18

## Performance Security

**Name of Agency:-** "Colour Lab ( Prop. Rahul Ashok Tulsian)"

Performance Security of "( NIT. No- 06/17-18)" <sup>18-19</sup>

<u>FDR</u>	<u>DOI</u>	<u>AMOUNTS</u>
320973	18.07.18	<u>56000.00</u>
	TOTAL-	<u>56000.00</u>

(Rupees Fifty Six Thousands)

Amir Kumar Son 01/8/18  
लेखा पदाधिकारी  
बिहार राज्य शैक्षणिक आधारभूत संरचना  
विकास निगम लि०, पटना  
*[Signature]*  
02/08/18

For COLOR LAB

*[Signature]*  
Proprietor

31/09/18  
Chief Eng neer  
B.S.E.I.D.C. Ltd, Patna



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# बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. of Bihar Undertaking)

ISO 9001:14001; OHSAS 18001

Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna - 800 004

Tel. No. : 0612 - 2660850 • Fax No. : 0612 - 2660256

E-mail : bseidc@gmail.com • Website : http://www.bseidc.in • CIN : U80301BR2010SGC015859

पत्रांक:- BSEIDC/FIN/ 3348 /2018-

3576

पटना, दिनांक 02-06-18

प्रेषक,

ब्रजेश प्रसाद

मुख्य परामर्शी (तकनीकी)

सेवा में,

कलर लैब,

प्रो०-राहुल अशोक तुलस्यान,

पिता-स्वः अशोक कुमार तुलस्यान, 508,

सूर्य विहार अपार्टमेन्ट, एकजीवीशन रोड, बिग बजार के पिछे, पटना।

विषय:- पूर्णियाँ विश्वविद्यालय, पूर्णियाँ, मुंगेर विश्वविद्यालय, मुंगेर एवं पाटलीपुत्र विश्वविद्यालय, पटना के कार्यालय हेतु AC, Water Purifier एवं Refrigerator की आपूर्ति कार्य (अल्पकालिन निविदा आमंत्रण सूचना सं०-06/2018-19)।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि विषयांकित कार्य की निविदा हेतु आपके द्वारा मदवार उद्धृत दरों के आधार पर कुल निविदित राशि रु० 11,05,300/- (ग्यारह लाख पाँच हजार तीन सौ रुपये) मात्र आपके पक्ष में स्वीकृत की गयी है।

अतः निदेश दिया जाता है कि उक्त कार्य के एकरारनामा हेतु रु० 56,000/- (छप्पन हजार रुपये) मात्र का सावधि पासबुक/राष्ट्रीय बचत प्रमाण पत्र के रूप में Managing Director, BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से प्रतिज्ञिप्त (Pledged) हो अथवा एकाउंट पेयी डिमांड ड्राफ्ट/फिक्सड डिपोजिट रसीद/बैंक गारंटी, जो राष्ट्रीयकृत बैंक/अनुसूचित बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के पक्ष में पटना में भुगतये हो, जमा कर एकरारनामा कर लें।

उपर्युक्त कार्य की अनिवार्यता को देखते हुए यह निदेश दिया जाता है कि संबंधित कार्यपालक अभियंता से संपर्क स्थापित कर कार्य शीघ्र प्रारंभ कर दें। विपत्रों का भुगतान एकरारनामा संपादित कराने के पश्चात ही किया जायेगा। कार्य प्रारंभ की तिथि इस पत्र की निर्गत की तिथि से मान्य होगी।

(ब्रजेश प्रसाद)

मुख्य परामर्शी (तकनीकी)

पटना, दिनांक 02-06-18

ज्ञापांक : BSEIDC/FIN/ 3348 /2018- 3576

प्रतिलिपि : कार्यपालक अभियंता (मुख्यालय)/वरीय लेखा पदाधिकारी, BSEIDC को सूचना एवं आवश्यक कार्रवाई हेतु प्रेषित।

FOR COLOR LAB

मुख्य परामर्शी (तकनीकी)

Chief Engineer

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

# बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

कॉर्पोरेट पहचान सं.:—U80301BR2011SGC015859, Web site—www.bseidc.in, Email—bseidc@gmail.com, Fax No.—0612-2660256

## SPECIAL-CONDITION

1. The contractors shall quote their rates both in figures and words.
2. The rates should be inclusive of all chargeable taxes and royalty.
3. No claim will be entertained due to idle labour or any other causes.
4. The specifications, Units, Terms and conditions are not alterable for the purpose of quoting rates.
5. Department will not be responsible to pay any loss or damage due to unforeseen natural calamities.
6. No claim will be entertained for fluctuation of rates of labours & materials.
7. The contractors will have to abide by labour rules and will work to give medical facilities to the labour at their own cost.
8. Deduction on gross amount will be made from all payments as per prevailing government norms.
9. The defect liability for the said work will be 06 months.

Chief Consultant (Technical)

Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna

*[Signature]*  
11/5/18

*[Signature]*  
11/5/18

For COLOR LAB

*[Signature]*

Chief Engineer

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



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# राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. of Bihar Undertaking)

ISO 9001; 14001; OHSAS 18001

Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna - 800 004

Tel. No.: 0612 - 2660850 • Fax No.: 0612 - 2660256

E-mail : bseidc@gmail.com • Website : http://www.bseidc.in • CIN : U80301BR2010SGC015859

Letter No. ....

Date : .....

## अल्पकालीन निविदा आमंत्रण सूचना संख्या-06 वर्ष 2018-19 मदवार दर निविदा

बिहार राज्य के अंतर्गत नवस्थापित पूर्णियाँ विश्वविद्यालय, पूर्णियाँ, मुंगेर विश्वविद्यालय, मुंगेर एवं पाटलीपुत्र विश्वविद्यालय, पटना के कार्यालय स्थापित करने हेतु फर्नीचर, कम्प्यूटर, AC, की आपूर्ति हेतु अल्पकालीन निविदा आमंत्रित की जाती है। कोई भी संवेदक जो बिहार सरकार के अंतर्गत श्रेणी-4 में निबंधित है निविदा में भाग ले सकते हैं।

क्र. म.	कार्य का नाम	प्राक्कलित राशि (लाख रु०में)	अग्रधन की राशि (रु० में)	परिमाण विपत्र की राशि (रु० में )	आरक्षित श्रेणी	कार्य समाप्ति की अवधि
1	पूर्णियाँ विश्वविद्यालय, पूर्णियाँ, मुंगेर विश्वविद्यालय, मुंगेर एवं पाटलीपुत्र विश्वविद्यालय, पटना के कार्यालय हेतु AC, Water Purifier एवं Refrigerator की आपूर्ति कार्य।	11.06	22,500/-	1250/-	UR	10 (दस) दिवस

- (1) निविदा निर्गत करने की तिथि : दिनांक- 11.05.2018
- (2) परिमाण विपत्र प्राप्त करने की अंतिम तिथि एवं समय : दिनांक- 21.05.2018 समय- 15:00 घंटा
- (3) निविदा प्राप्ति की अंतिम तिथि एवं समय : दिनांक- 22.05.2018 समय- 15:00 घंटा
- (4) अग्रधन जमा करने की अंतिम तिथि एवं समय : दिनांक- 22.05.2018 समय- 15:00 घंटा
- (5) बिड खोलने की तिथि एवं समय : दिनांक- 22.05.2018 समय- 16:30 घंटा
- (6) निविदा खोलने स्थान : प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना
- (7) निविदा की वैधता की अवधि : 120 दिन
- (8) (क) परिमाण विपत्र का मूल्य जो निविदा के सामने में अंकित है (जो लोटाया नहीं जायगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतान हो, दिनांक- 21.05.2018, समय- 15:00 घंटा तक स्वीकार किया जायेगा।

(ख) अंकित अग्रधन की राशि राष्ट्रीय बचत पत्र / डाकघर सावधि जमा पासबुक / फिक्स्ड डिपॉजिट लिमिटेड जो बिहार राज्य से कस या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम पर (pledged) हो अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवस्थित किसी

Chief Engineer

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

राष्ट्रीयकृत/अनुसूचित बैंक से निर्गत हो के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक- 22.05.2018 के 15:00 घंटे तक स्वयं/निबंधित डाक / स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(ग) आरक्षित कोटि के वैसे संवेदक जिनका श्रेणी-4 में पूर्व से वैध निबंधन है वे आरक्षित कोटि के लिये सुरक्षित कार्यों में भाग लेने के लिये सक्षम होंगे परन्तु वैसे संवेदकों को निविदा के साथ अंचलाधिकारी द्वारा निर्गत जाति प्रमाण-पत्र की अभिप्रमाणित प्रति संलग्न करना आवश्यक होगा।

(घ) बिहार सरकार के पथ निर्माण विभाग के संकल्प ज्ञापांक- प्र० 7/नियम-01/2015-5931 (S) पटना, दिनांक-01.07.2015 के 5.5 के अनुसार अनुसूचित जाति, अनुसूचित जनजाति, अत्यंत पिछड़े वर्ग, पिछड़े वर्ग एवं पिछड़े वर्ग की महिलाएँ के एक संवेदक को एक वित्तीय वर्ष में उक्त प्रावधानों के अधीन सभी कार्य विभाग, योजना एवं विकास विभाग के अंतर्गत स्थानीय क्षेत्र अभियंत्रण समूह, निगम, उपक्रम, प्राधिकरण, परिषद एवं संबंधित निविदादाता को एक शपथ-पत्र के माध्यम से चालू वित्तीय वर्ष में विषयांकित प्रावधान के आधार पर अबतक उन्हें आवंटित सभी कार्यों की कुल राशि की सूचना देना अनिवार्य होगा।

(9) बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने/रद्द करने का अधिकार राक्षम पदाधिकारी को सुरक्षित है।

(10) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है।

(ह०/-)

ब्रजेश प्रसाद

मुख्य परामर्शी(तकनीकी)

ज्ञापांक: BSEIDC/TECH/1102/2016-

पटना, दिनांक:.....

प्रतिलिपि: कार्यालय बाल भवन, किलकारी, सैदपुर, पटना/कार्यालय, बिहार शिक्षा परियोजना परिषद, रोहपुर, पटना को सूचनार्थ।

(ह०/-)

मुख्य परामर्शी(तकनीकी)

ज्ञापांक: BSEIDC/TECH/1102/2016- 3082

पटना, दिनांक: 14.05.2018

प्रतिलिपि: श्री अजय कुमार, कार्यपालक अभियंता (मु०), BSEIDC को सूचनार्थ एवं आवश्यक कारवाई हेतु प्रेषित।  
कृपया अल्पकालीन निविदा आमंत्रण सूचना को कार्यालय के सूचना पट्ट पर लगवाना सुनिश्चित करेंगे।

मुख्य परामर्शी(तकनीकी)  
ब्रजेश प्रसाद