

(1)
NAME OF WORK : CONSTRUCTION OF TOILET &
IN BIHAR GROUP NO. CT-3

BIHAR PUBLIC WORKS DEPARTMENT

[Form No. F-2]

ITEM RATE TENDER AND CONTRACT FOR WORKS

NAME OF AGENCY : ANUP KUMAR SINHA

General Rule and Direction for the guidance of Contractors.

AGREEMENT NO. : 70 F2 OF 2012-13

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 there of 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 :

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

Rs.

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

..... 50

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

..... 100

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

..... 200

..... 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 are contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by the treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who will to tender for two or more works shall submit a separate tender for each Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money here in before mentioned shall be made in Government Treasuries and the challan there of should be enclosed with the tender.

Anup Kumar Sinha

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(2)

The Engineer or his duly authorised assistant will open the tender in the presence of any intending tenderer who may be present at the time and will enter the amounts of the several tenders a comparative list in a suitable form. In the event of a tender being rejected the challan for the earnest money deposited there with 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 there upon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

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

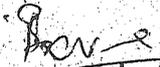
10. When a tender is selected for acceptance the tender shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Executive Engineer, Government securities may be endorsed to the Executive Engineer lieu of a cash deposit of the required amount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

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

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

Anup Kumar Singh


Chief Consultant (Technical)
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Development Corporation Ltd. Patna

Bihar State Educational Infrastructure Development Corporation Ltd.
AGREEMENT FOR TOILET BLOCKS IN COLLEGES IN BIHAR

Group No. : CT-3

S.N.	Name of Colleges
1	RN College, Hajipur
2	Jamuni Lal College, Hajipur
3	DC College, Hajipur
4	LN College, Bhagwanpur
5	BMD College, Dayalpur
6	RPS College, Chakiyaj
7	Vaishali Mahila College
8	YN college, Dighwara ✓
9	Samta College Jandaha, Vaishali

THE ITEM RATES ARE BASED ON BIHAR SCHEDULE OF RATES, BCD, EFFECTIVE FROM DATED : 15.06.2011 & D.S.R. 2012.

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 :- **CONSTRUCTION OF TOILET BLOCKS IN COLLEGES IN BIHAR**
Group No.: CT- 3

(B) Estimated Cost :- Rs. 31,37,113=00 ✓
Agreement value :- Rs. 28,86,144=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. 1,45,000/- (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 **SIX MONTHS**

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- 45

BUILDING WORKS : (Quantity per Toilet Block)							
CIVIL WORKS							
S.N	Sub	SOR	DESCRIPTION	Quantity	Unit	Rate	Amount
1		2.8	2.0 Earth Work EARTH WORK IN EXCAVATION over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including dressing of sides and ramming of bottom, lift upto 1.5m including getting out the excavated soil and disposal of surplus soil as directed, within a lead of 50m.	18.06	CU.M	132.90	Rs. One hundred thirty two and paise ninety only.
		2.8.1	ALL KINDS OF SOIL				

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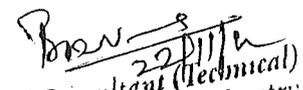
2	2.28	SUPPLY AND FILLING in plinth & Foundation with local sand and under floors including watering, ramming, consolidating and dressing and dressing complete.	8.35	CU.M	135.34	Rs. One hundred thirty five and paise thirty four only.
3	2.29.1	SURFACE DRESSING of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m	0.48	100 SQ.M	478.00	Rs. Four hundred seventy eight only.
4	4.1	4.0 Concrete Work Providing and laying of in position cement concrete of specified grade, excluding the cost of centering and shuttering all work upto plinth level.				
	4.2	4.5.2 1:1:5:3 (1 cement :1.5 coarse sand :3 graded stone aggregate 20mm nominal size)	1.55	CU.M	3270.70	Rs. Three thousand two hundred seventy and paise seventy only.
	4.3	4.5.6 1:3:6 (1 Cement : 3 Coarse sand : 6 graded stone aggregate 40mm nominal size)	0.92	CU.M	2164.50	Rs. Two thousand one hundred sixty four & paise fifty only.
5		5.0 Reinforced Cement Concrete Providing and laying of in position, of specified mix of reinforced cement concrete, excluding the cost of centering and shuttering, finishing and reinforcement - all work upto plinth level.				
		5.1.2 1:1½:3 (1 Cement : 1½ Coarse sand : 3 graded stone aggregate 20 mm nominal size) IN FOUNDATION.	1.97	CU.M	3352.60	Rs. Three thousand three hundred fifty two & paise sixty only.
6	5.2	Reinforced cement concrete work in wall (any thickness), including attached pilasters, butresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. upto floor v level, excluding costs of centering, shuttering, finishing and reinforcement.				
7	5.3+ 5.44.4	Reinforced cement concrete work in suspended floors & roofs upto five level excluding cost of centring, shuttering and finishing and reinforcement with 1:1½:3(1cement: 1½ coarse sand :3 graded stone aggregate 20 mm nominal size)	5.35	CU.M	3562.40	Rs. Three thousand five hundred sixty two & paise forty only.
8	5.14	Centering and shuttering including struting, propping etc. and removal of form for -				
	5.14.5	Lintels, beams, plinth beams,-	31.99	SQ.M.	153.70	Rs. One hundred fifty three & paise seventy only.

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9		5.25	Providing precast cement concrete jali 1:2:4 (1 cement :2 coarse sand :4 graded stone aggregate 20mm nominal size) reinforced with 1.6 mm dia mild steel wire including roughening cleaning, fixing and finishing in cement mortar, 1:3 (1 cement:3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits.				Rs. Three hundred twenty six and paise twenty only.
		5.25.2	40 mm thick	3.27	SQM	326.20	
10		5.29	Reinforcement for RCC work including straightening, cutting bending, placing in position and binding all complete.				Rs. Sixty one & paise sixty only.
		5.29.7A	Thermo- Mechanically Treated bars TMTC-500- 8mm dia.	491.78	Kg	61.60	
11			6.0 Brick Work (A)				Rs. Two thousand nine hundred twenty and paise seventy only.
		6.1 A	Brick work with bricks of class of class designation 100 A in foundations and plinth in :				
		6.1.14A	Cement mortar 1: 6 (1 cement : 6 coarse sand)	7.63	CU.M	2920.7	
12	12.1	6.1 A	Brick work with bricks of class of class designation 100 A in superstructure upto floor V level in :				Rs. Three thousand two hundred one & paise ten only.
		6.1.14 A+6.3A	Cement mortar 1: 6 (1 cement : 6 coarse sand)	15.18	CU. M	3201.10	
	12.2	6.18.4A	Cement mortar 1: 4 (1 cement : 4 coarse sand)	3.41	SQ.M	362.80	Rs. Three hundred sixty two and paise eighty only.
	12.3	6.18.4A+ 6.19A	Cement mortar 1: 4 (1 cement : 4 coarse sand)	16.28	SQ.M.	393.70	Rs. Three hundred ninety three & paise seventy only
13		10.7	10.0 Steel Work				Rs. One thousand nine hundred four & paise thirty only
			Providing and fixing 1 mm thick M.S. sheet door & window with frame of 40X40X6 mm angle iron and 3 mm gusset plates at the junction and corners all necessary fittings complete including applying a priming coat of approved steel primer.	16.59	SQ.M.	1904.30	
14		11.4	11.0 Flooring				Rs. One hundred seventy four and paise fifty only.
			Cement concrete flooring 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, etc. but excluding the cost of nosing of steps etc. complete.				
			11.4.2	40 mm thick with 20 mm nominal size stone aggregate.	19.75	SQM	

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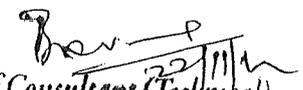
15		11.72	Providing designation 100 - A, BRICK FLAT SOLING joints filled with local sand including cost of watering,taxes and royalty all complete as per building specification and direction of Engineer Incharge.	33.17	SQ.M	164.40	Rs. One hundred sixty four & paise forty only
16		11.76	Providing average 150 mm thick dry remmed Khoa beaten to 112 mm (Compacted with water) made of well burnt or Jhama bricks including ramming properly till compacted thickness is achieved. Curing and carriage of water with all leads, making proper slope and blinding the top with cement mortar, (1: 10) all complete as per building specification and direction of E/I	19.75	SQ.M	226.90	Rs. Two hundred twenty six & paise ninety only
17		13.11.4	Cement Plaster in coarse sand with 12 mm cement plaster 1:6 (1 Cement : 4 Coarse Sand)	94.96	SQ.M.	61.90	Rs. Sixty one & paise ninety only
18		13.24.2	6 mm Cement Plaster to Ceiling of mix - cement plaster 1:4 (1 Cement : 4 Coarse Sand)	19.75	SQ.M.	52.80	Rs. Fifty two & paise eighty only
19		13.26	Neat Cement Punning	39.41	SQ.M	21.8	Rs. Twenty one & paise eighty only
20		13.70.1	White washing with lime to give an even shade New work (three or more coats)	114.71	SQ.M	6.80	Rs. Six & paise eighty only.
21		13.81	Applying priming coat.				
22		13.81.3	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanised iron/ steel works	37.33	SQM	13.40	Rs. Thirteen and paise forty only.
23		13.94	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:				
24		13.94.1	Two or more coats on new work over an under coat of suitable shade with ordinary paint+ of approved brand and manufacture.	37.33	SQM	63.90	Rs. Sixty three & paise ninety only.
25	25.1	23.2.5	23.0 Pile Work Making 25 cm (10") dia bore up to 4 Mtr Depth below ground with hand auger of approved quality in ordinary soil (Vide classification of soil item A) true to plumb and without eccentricity in any stage of operation and disposal of gthe excavated earth up to 50 mtr. lead in eluiding all lifts. all complete as per approved disign and directions of E/I	30.00	Metre	59.80	Rs. Fifty nine & paise eighty only

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 Deputy Assistant (Technical)
 Director of Educational Infrastructure
 Development Corporation Ltd., Patna

25.2	23.2.6	63 cm (25) UNDER REAM making 63 cm (25) dia under ream at required with hand auger of approved quality in ordinary soil (Vide classification of soil item-A) true to plumb and without icentric city in may stage of operation and disposal of the excavated earth up to 50 mts. lead in eluding all lifts. All complete as per approved design and direction of (E/I)	10.00	Each	63.80	Rs. Sixty three & paise eighty only.
26	D.S.R 17.1.1	Sanitary Works	4.00	Each	2964.10	Rs. Two thousand nine hundred sixty four & paise ten only.
		Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast iron P or S tap, 10 litre low white P.V.C. Flushing cistern with munally controlled device (handle level) conforming to IS:7231 Parryware/ Hindware with all fittings and fixtures complete including cutting and making good the walls and floors wherever required.				
27	DSR 17.4	White Vitreous China Orissa pattern W C pan of size 580 X 440 mm with integral type foot rest.	4.00	Each	2964.10	Rs. Two thousand nine hundred sixty four & paise ten only.
		Fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350mm and 340x410x265mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :				
28	DSR 17.7	Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern.	1.00	Each	6229.90	Rs. Six thousand two hundred twenty nine and paise ninety only.
		Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps,32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :				
28	DSR 17.7.6	White Vitreous China Angle back wash basin size 400x400 mm with single 15 mm C.P brass pillar tap	2.00	Each	1315.35	Rs. One thousand three hundred fifteen and paise thirty five only.
		Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps,32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :				

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29		DSR 18.10.	Providing and fixing G.I.pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc.				
30	30.1	DSR 18.10.1	15 mm nominal bore	6.10	metre	161.60	Rs. One hundred sixty one and paise sixty only.
	30.2	DSR 18.10.2	20 mm nominal bore	12.20	metre	188.05	Rs. One hundred eighty eight and paise five only.
	30.3	DSR 18.10.3	25 mm nominal bore	6.10	metre	243.15	Rs. Two hundred forty three and paise fifteen only.
	30.4	DSR 18.10.4	32 mm nominal	6.10	metre	296.50	Rs. Two hundred ninety six and paise fifty only.
31		DSR 18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank	500.00	Per litre	6.10	Rs. Six and paise ten only.
32		DSR 18.49.1	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 15 mm nominal bore.	7.00	Each	397.50	Rs. Three hundred ninety seven and paise fifty only.
33		DSR 17.24	Fixing white vitreous china squatting plate urinal with integral rim longitudinal flush pipe.	3.00	EACH	1537.85	Rs. One thousand five hundred thirty seven and paise eighty five only.
34	34.1	DSR 17.28	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.				Rs. Sixty five and paise thirty only.
		DSR 17.28.2	Flexible pipe				
		DSR 17.28.2.1	32 mm dia	2.00	Each	65.30	
	34.2	DSR 17.28.2.2	40 mm dia	1.00	Each	72.18	
35		DSR 18.17	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :				Rs. Three hundred seventy two and paise ninety five only.
		DSR 18.17.1	25 mm nominal bore	1.00	each	372.95	
36		DSR 18.52	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.				Rs. Four hundred twenty six and paise fifty five only.
		18.52.1	15 mm nominal bore.	5.00	Each	426.55	

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37	37.1	12.78	Providing and fixing on wall face unplasticised PVC (working pressure 4 kgf per sqm) rain water pipes conforming to IS : 4985 including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion.				
		12.78.1	75 mm diameter	12.20	MTS	106.35	Rs. One hundred six and paise thirty five only.
	37.2	12.78.2	110 mm diameter	12.20	MTS	188.40	Rs. One hundred eighty eight and paise forty only.
38	38.1	12.79	Providing and fixing PVC pipe fittings with all accessories				Rs. One hundred fifty one & paise twenty five only
		12.79.5.2	1) 110mm Plain bend PVC	4.00	Each	151.25	
	38.2	12.79.4.2	3) 110mm door tee PVC	4.00	EACH	242.30	Rs. Two hundred forty two and paise thirty only.
39		NS	Providing Bore well, Hand Pump and Motorised equipment to supply water in storage tank all complete item.	1.00	Each	40000.00	Rs. Forty thousand only.
40		1.1	Internal Electrification Work Wiring for light point/fan point/exhaust fan point/ call bell point with 1.5 sq. mm FR PVC insulated copper conductor single core cable in surface/recessed PVC conduit, with piano type switch, phenolic laminated sheet, suitable size PVC/ G.I box etc. as required.				
		1.1.3	Group C	20	Each	469.00	Rs. Four hundred sixty nine only.
41		1.7	Wiring for circuit/ sub main wiring along with earth wire with the following size of PVC insulated, copper conductor, single core cable in surface/ recessed PVC conduit as required.				
		1.7.1	2x1.5 sq. mm + 1x1.5 sq. mm earth wire.	70	Rmt	97.00	Rs. Ninety seven only.
42		1.21	S/F PVC conduit :-Supplying and fixing of following sizes of PVC conduit along with accessories in surface / recess including cutting the wall and making good the same in case of recessed conduit as required.				
		1.21.1	20 mm	28	Metre	42.00	Rs. Forty two only.
43		1.34	S/F Batten holder :-Supplying and fixing batten / angle holder including connection etc. as required.	15	Each	28.00	Rs. Twenty eight only
		MISCELLANEOUS WORK					
		CARRIAGE OF MATERIALS					
	44.1		A) LOCAL SAND ,Avg. LEAD - 3 KM.	8.35	CU.M	162.76	Rs. One hundred sixty two and paise seventy six only.

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44	44.2	B) COARSE SAND , LEAD : 55.00 KM.	15.31	CU.M	642.12	Rs. Six hundred forty two and paise twelve only.
	44.3	C) STONE CHIPS , LEAD : 160.00 KM.	9.35	CU.M	793.86	Rs. Seven hundred ninety three and paise eighty six only.
	44.4	D) BRICKS ,Avg. LEAD- = 8 KM.	14.29	THOUSAND	476.50	Rs. Four hundred seventy six and paise fifty only.
	44.5	E) Cement ,Avg. Lead =5 KM.	127.60	Bags	9.33	Rs. Nine and paise thirty three only.
	44.6	F) Steel ,Avg. Lead =5 KM.	0.49	M.T.	186.50	Rs. One hundred eighty six and paise fifty only.
	45		Add extra cost of material for Tirhut Commissionary w.r.t Gaya as per SOR, BCD		THOUSAND	
45.1		Bricks	14.29	THOUSAND	210.00	Rs. Two hundred ten only.
45.2		Cement	127.60	Bags	14.87	Rs. Fourteen and paise eighty seven only.
					TOTAL Cost = Rs.	345,116.97
					Add @ 1 % Labour Cess	3,451.17
					TOTAL Cost = Rs.	348,568.14
					Say 'Rs'	348,568

Group No. : CT-3		
S.N.	Name of College	Amount 'RS'
1	RN College,Hajipur	348,568
2	Jamuni Lal College,Hajipur	348,568
3	DC College,Hajipur	348,568
4	LN College,Bhagwanpur	348,568
5	BMD College,Dayalpur	348,568
6	RPS College,Chakiyaj	348,568
7	Vaishali Mahila College	348,568
8	YN college,Dighwara	348,568
9	Samta College Jandaha, Vaishali	348,568
Total Cost in 'Rs'		3,137,113.25
Say 'Rs'		3,137,113

Tender approved in favour of Anup Kumar Singh @ 8.0% below BOQ rates i.e. total amount comes to Rs. 28,86,144=00 (Rupees Twenty Eight Lacs Eighty Six Thousand One Hundred Forty Four Only)

Anup Kumar Singh

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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 / 190 / 2012- 694

पटना, दिनांक 14/06/12

प्रेषक,

बी० के० वर्मा
मुख्य परामर्शी (तकनीकी)

सेवा में,

अनुप कुमार सिंह,
ग्राम- बैजलपुर, पो०- सोनपुर,
जिला- सारण, बिहार,
पिन कोड- 841101.

विषय:- राज्य योजनांतर्गत अंगीभूत महाविद्यालयों में शौचालय निर्माण कार्य (CT-3) हेतु अग्रधन की राशि जमा कर एकरारनामा करने के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि उपर्युक्त निविदा हेतु आपके द्वारा निविदित दर जो परिमाण विपत्र के दर से 8.00% (आठ दशमलव शून्य प्रतिशत) कम है तदनुसार निविदा की कुल राशि रु० 28,86,144/- (अट्ठाईस लाख छियासी हजार एक सौ चौवालीस रूपये) मात्र आपके पक्ष में स्वीकृत की गयी है।

अतः निदेश दिया जाता है कि अग्रधन की राशि रु० 1,44,500/- (एक लाख चौवालीस हजार पाँच सौ रूपये) मात्र का सावधि पासबुक/राष्ट्रीय बचत प्रमाण पत्र के रूप में प्रबंध निदेशक, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०, पटना के नाम से प्रतिज्ञिप्त हो जमा कर अविलंब एकरारनामा कर लें।

B. K. Verma
(बी० के० वर्मा)
मुख्य परामर्शी (तकनीकी)

14/6/12

Anup Kumar Singh

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

VARIATION STATEMENT DUE TO CHANGE IN FOUNDATION DESIGN AS PER SOIL TEST REPORT FOR COLLEGE TOILET

SINGLE UNDER-REAMED PILE FOUNDATION : BORE DIA = 10"(25CM) , UNDER-REAMED DIA = 25"(62.5CM)

Sl.No.	Nos.	Depth of pile in mt	Total depth of pile in mt	Total Volume of single under ream pile in cum	Reinforcement @ 7.5 Kg/Nos
1	14	3.00	42.00	2.76	105

ANNEXTURE-A

Sl.No.	SOR Ref. No.	DESCRIPTION	UNIT	RATE	AS PER REVISED DRG.		AS PER MODEL DRG.		Difference		
					QTY.	AMT	QTY.	AMT	QTY.	AMT	
1	23.2.5	Making 25 cm.(10") dia. Bore	Mt	59.80	42.00	2511.6	30	1794.00	12	717.60	
2	23.2.6	Making 63 cm.(25") dia. UNDER-REAM	Each	63.80	14	893.2	10	638	4	255.20	
3	5.1.2	R.C.C work (1:1½:3)	Cum.	3352.60	2.76	9255.27	1.97	6604.62	0.79	2650.65	
4	5.29.7A	Steel	8 mm. #	Kg.	61.60	105	6468	75	4620.00	30	1848
					Total	19128.1	Total	13656.62	Total	5471.45	

ANNEXTURE-B

Material Analysis

R.C.C(M-20)

QTY.	1.52*Qty.	Cement	Coarse Sand	Stone Chips
0.79	1.20	0.22	0.33	0.66

INCREASE IN CARRIAGE QUANTITY OF MATERIALS

Sl.No.	Sub. Sl.No.	DESCRIPTION	QTY.	UNIT
5	5.1	Coarse Sand.	0.33	Cum.
	5.2	Stone Chips.	0.66	Cum.
	5.3	Cement.	6.6	Bags
	5.4	Steel.	0.03	MT

DETAILS OF REVISED QUANTITY AS PER ANNEXTURE-A

OR Ref. No.	DESCRIPTION	UNIT	QTY AS PER B.O.Q.	INCREASE IN QUANTITY	TOTAL QUANTITY
5	Making 25 cm.(10") dia. Bore	Mt	30	12.00	42.00
	Making 63 cm.(25") dia. UNDER-REAM	Each	10	4	14
	R.C.C work (1:1½:3)	Cum.	1.97	0.79	2.76
	Steel	8 mm. #	75	30.00	105.00

DETAILS OF REVISED CARRIAGE QUANTITY AS PER ANNEXTURE-B

DESCRIPTION	UNIT	QTY AS PER B.O.Q.	INCREASE IN QUANTITY	TOTAL QUANTITY
Coarse Sand.	Cum.	15.31	0.33	15.64
Stone Chips.	Cum.	9.35	0.66	10.01
Cement.	Bags	127.60	6.56	134.16
Steel	MT	0.49	0.03	0.52

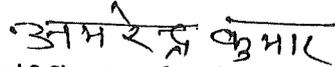
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31/10/13

10

11. The contractor shall be solely responsible for any damage occurred at site due to negligence of the labour or other staff and any damage shall be recovered from the contractor.
13. It will be obligatory on the part of the tenderer to keep his tender open for 120 days from the date of opening of tender.
14. The contractor shall not be entitled to any claim or compensation on account of any loss suffered by him due to :-
 - a. Natural calamities
 - b. Act of enemies.
 - c. Transport and procurement difficulties.
 - d. Circumstances beyond the control of the state.
15. No work beyond agreement shall be executed by the contractor unless specifically ordered by the Engineer -in- charge in writing on " SITE ORDER BOOK" . The claims for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it will be treated as time barred & may be disallowed.
16. Income Tax & Sales Tax will be deducted from the Bill of Contractor as per prevailing Government Circular.
17. The contractor shall make his own arrangement for water and light at the work site.
18. The contractor should offer all facilities to the departmental officers for supervision, taking measurement, checking of the bill etc. and damage occurred during this process will be made good by him without any extra cost.
19. Items ordered and done if not included in sanctioned rates will be payable after approval of rates by the competent authority.
20. The Tenderer must not quote their rate more than 15 % below Bill of Quantity rates otherwise their tender will be outright rejected being unworkable for this work.
21. The Electrical work must comply with Indian Electricity rules 195 as well as the general specifications for electrical works 1972 for up-to-date specification etc.
22. If any departmental materials will be supplied to the contractor the cost for carriage etc. will be borne by the contractor.
23. The Contractor shall be solely responsible for supply and use of sub standard material. The contractor's Engineer will also be held responsible for execution of such substandard works. This will form Part of F-2 Agreement and become Clause no. 28 and the existing Clause no. 27 of F-2 agreement shall become Clause no. 28.
24. The Defect liability Period shall be 1 (One) Year from the date of completion of the work.

-----X-----


(Seal & Signature of Tenderer)


Chief Consultant
Bihar State Education
Development Corp
41112

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20. The Tenderer must not quote their rate more than 15 % below Bill of Quantity rates otherwise their tender will be outright rejected being unworkable for this work.
21. The Electrical work must comply with Indian Electricity rules 195 as well as the general specifications for electrical works 1972 for up-to-date specification etc.
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-----X-----

आमरेन्द्र कुमार
(Seal & Signature of Tenderer)

4/11/13
Chief Consultant (Technical)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

निविदा आमंत्रण सूचना संख्या-04 वर्ष 2012-13

प्रतिशत मद दर निविदा

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

1. राज्य योजनांतर्गत अंगीभूत महाविद्यालयों में शौचालय निर्माण कार्य हेतु निम्नांकित निविदायें आमंत्रित की जाती हैं। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन कराना, उक्त कार्य का लेटर ऑफ एक्सेप्टेंस प्राप्त होने के बाद अनिवार्य होगा :-

क्र म	ग्रुप संख्या		महाविद्यालय का नाम	प्राक्कलित राशि (लाख रू०)	अग्रधन की राशि (लाख रू०)	परिमाण विपत्र की राशि (रू०)	कार्य समाप्ति की अवधि
1	C.T-1	1	L.S.College, Muzaffarpur	35.60	0.75	6150.00	6 माह
		2	MDDM College, Muzaffarpur				
		3	RDS College, Muzaffarpur				
		4	Rameshwar College, Muzaffarpur				
		5	MSKB College, Muzaffarpur				
		6	MP Sinha Sc. College, Muzaffarpur				
		7	Dr. RMLS College, Muzaffarpur				
		8	LNT College, Muzaffarpur				
		9	Nitishwar College, Muzaffarpur				
		10	RBBM College, Muzaffarpur				
2	C.T-3	1	RN College, Hajipur	31.37	0.65	6150.00	6 माह
		2	Jamuni Lal College, Hajipur				
		3	DC College, Hajipur				
		4	LN College, Bhagwanpur				
		5	BMD College, Dayalpur				
		6	RPS College, Chakiyaj				
		7	Vaishali Mahila College, Hajipur				
		8	YN college, Dighwara				
		9	Samta College Jandaha, Vaishali				
3	C.T-4	1	Ganga Singh College, Chapra	30.53	0.65	6150.00	6 माह
		2	J.P.Mahila College, Chapra				
		3	Jagdam College, Chapra				
		4	P.C.Vigyan College, Chapra				
		5	Rajendra College, Chapra				
		6	Ram Jaipal College, Chapra				
		7	H.R. College, Amnaur				
		8	R.B.G.R.College, Maharajganj				
		9	Jaglal Chaudhary College, Chapra				
4	C.T-5	1	BPS College, Bhore	47.49	0.95	6150.00	6 माह
		2	DAV College, Siwan				
		3	Gopalganj College, Gopalganj				
		4	Gopeshwar College, Hathwa				
		5	H.R.College, Mairwa				
		6	Mahendra Mahila College, Gopalganj				
		7	NLS College, Jaitpur-Daudpur				
		8	P.N.College, Parsa				
		9	Raja Singh College, Siwan				
		10	Vidya Bhawan Mahila College, Siwan				
		11	Bharat Mishra Sanskrit College, Chapra				
		12	Bajinath Pandey Arya Sanskrit College, Siwan				
		13	Sri Ram Sanskrit College, Vijaypur, Gopalganj				
		14	Narayan College, Goriyakothi				

Amur Kumar Singh

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5	C.T-6	1	H.D.Jain College, Ara	34.62	0.70	6150.00	6 माह
		2	Maharaja College, Ara				
		3	J.J.College, Ara				
		4	M.M.Mahila College,Ara				
		5	S.B.College,Ara				
		6	D.k.College,Dumraon				
		7	M.V.College,Buxar				
		8	Sidheshwari Sanskrit College ,Pachrukhiya ,Bhojpur				
		9	Shiv Prasad Sanskrit Degree College, Rampur,Buxar				
		10	Ramadhin Mishra Bhaskardey Sanskrit College, Deorahia, Buxar				
6	C.T-7	1	S.P.Jain College, Sasaram	33.80	0.70	6150.00	6 माह
		2	A.S.College, Bikramganj				
		3	J.L.N.College,Dehri-on-Sone , Rohtas				
		4	S.N.College,Shahmal Khaira-Deo , Rohtas				
		5	Shri Shankar College,Sasaram				
		6	Rohtas Mahila College,Sasaram				
		7	Mahila College,Dalmianagar				
		8	Sher Shah College,Sasaram				
		9	S.V.P.College,Bhabhua				
		10	G.B.College, Ramgarh, Kaimur				
7	C.T-8	1	Science College,Patna	46.76	0.95	6150.00	6 माह
		2	Patna College,Patna				
		3	B.N.College,Patna				
		4	Magadh Mahila College, Patna				
		5	Patna Women's Training College, Patna				
		6	Patna Training College,Patna				
		7	Patna Law College,Patna				
		8	College Of Arts & Crafts,Patna				
		9	Vanijya Mahavidyalaya,Patna				
		10	College Of Commerce, Patna				
		11	Govt.Sanskrit College,Kajipur, Patna				
		12	Sri Arvind Mahila College, Patna				
		13	T.P.S.College,Patna				
8	C.T-10	1	MS College, Motihari	40.63	0.85	6150.00	6 माह
		2	L. N. D. College, Motihari				
		3	S. N. S. College, Motihari				
		4	SRAP College, Barachakiya				
		5	JLNM College, Ghorasahan				
		6	MJK College, Bettiah				
		7	KCTC College, East Champaran				
		8	RLSY College, Bettiah				
		9	TP Varma College, Narkatiaganj, West Champaran.				
		10	Dr. S.K.Sinha College, Motihar, East Champaran.				
		11	MSSG College, Areraj				

(नोट :- निविदाकार एक या अधिक ग्रुप में अलग-अलग निविदा डाल सकते हैं।)

- (2) विज्ञापन निर्गत करने की तिथि :- दिनांक:- 05.05.2012
- (3) परिमाण विपन्न प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक- 14.05.2012 से 28.05.2012, 15:00 घंटा (वेबसाइट: www.eproc.bihar.gov.in पर)
- (4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :- दिनांक:-19.05.2012, 14:00 घंटा प्रबंध निदेशक का कार्यालय,बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।
- (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक- 29.05.2012, समय- 15:00 घंटा
- (6) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक- 30.05.2012, समय- 15:30 घंटा

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- (7) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक- 06.06.2012, समय- 16:00 घंटा
- (8) निविदा खोलने का स्थान :- वेबसाईट-www.eproc.bihar.gov.in पर
- (9) निविदा की वैधता की अवधि :- 120 दिन
- (10) ई-टेन्डरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाईट www.eproc.bihar.gov.in से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।
- (11) ई-निविदा पत्र वेबसाईट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाईट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाईट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है। साथ ही संलग्न दस्तावेज का एक Hard copy, जो प्रत्येक पृष्ठ पर स्वहस्ताक्षरित हो मिलान हेतु BSEIDC Ltd. पटना के कार्यालय में निविदा प्राप्ति की अंतिम तिथि के एक दिन बाद तक यानी दिनांक-30.05.2012 के अपराह्न 3:00 बजे तक एक अलग लिफाफे में जमा करना भी आवश्यक होगा।
- (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 30.05.2012 के 15:00 घंटे तक जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।
- (ख) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक बिहार वित्त नियमावली के अनुसार जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) अथवा एक करोड़ से अधिक की कार्य के लिए 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 30.05.2012 के 15:00 घंटे तक जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।
- (14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इन्टरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर कोई भी दावा मान्य नहीं होगा। निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाईट पर अपलोड कर लें। ताकि अंतिम समय में होंनेवाले किसी प्रकार के व्यवधान से बच सकें।
- (15) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाईट www.eproc.bihar.gov.in पर प्रकाशित किया जायेगा। बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने/रद्द करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।
- (16) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। ई-टेन्डरिंग की प्रक्रिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, 22 टेलीग्राफ कॉलोनी, किदवईपुरी, इनकम टैक्स गोलम्बर के पास, पटना से सम्पर्क किया जा सकता है। दूरभाष सं०- 0612-2523006/9939035696.

प्रबंध निदेशक

Anup Kumar Singh


Chief Executive (Bidding)
Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

Performance Security

Name of Agency - Anup Kumar Singh.

Name of Work - "CT- 3"

<u>Sl. No.</u>	<u>NSC</u>	<u>Date of Issue</u>	<u>Validity Period</u>	<u>Amount(Rs.)</u>
1.	68DD 979163	28.05.12	6yrs.	5000.00
2.	07EF 839974-79	28.05.12	6Yrs.	60000.00
	<u>Pass Books No.</u>			
3.	365852	08.08.12	5Yrs.	80000.00
			Total =	<u>1,45,000.00</u>

(Rs. One Lacs Forty Five Thousand Only).

Anup Kumar Singh


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

TENDER FOR WORKS

I/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 Years months from the date of written order to commence and in accordance in all respects with the specifications designs drawing and other documents referred to hereof and Subject to the annexed conditions of contract and with such materials as are provided for by and in other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- (a) If several sub-work are included they should be detailed in a separate list. [A] Name of work
- [B] Estimated cost
- [C] Earnest money
- (b) This deposit will be 5% of the estimated cost of the work. [D] Initial security deposits (including earnest money) to be deposited before the commencement of the work
- (c) This percentage deduction from bills will be credited to the contractors security deposit. [E] Percentage to be deducted from bills Rs. 5% (Rupees five percent)
- [F] Time required for the work from date of written order to commence monthly
- [G] Date of written order to commence
- [H] Total number of item of work tendered for

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

Anup Kumar Singh

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

f Anup Kumar Sinha

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

Anup Kumar Singh

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

Amup kumar Singh

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

Anup Kumar Singh

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 here to so for as applicable, or insors 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 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 therefor 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 until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed by the Executive Engineer or his authorised agents are fully contractor to the Engineer's satisfaction

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to comence work is given to the contractor. The work shall throughout 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 1/2 percent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper date. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed one-half of the work before one-half of such time elapsed and three-fourths of the work before three-fourth 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 1/2 percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions 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 liable 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 interest of Government.

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

Anup Kumar Jha

Chief Executive Officer
Bihar State Electricity Infrastructure
Development Corporation Ltd., Patna

(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 to 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 thereto-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 desired, 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 there fore 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 cause 2.

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

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

Extension of time

Anup Kumar Singh


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

Final certificate

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

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

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% may be necessary to make up the balance of the security. All such intermediate payment to the contractor shall be regarded as payments my way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the reputing of bad, unsound and imperfect or unskillful 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 of 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 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

Anup Kumar Singh


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

inspection 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 to 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 be additional work includes any class or work, for which no rates is specified in this contractor 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 does the rate which in his intention to charge for such class of work and if the Engineer-in-charge does not agree to his rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contract shall commence work or in our any expenditure in regard thereof before the rate shall have been determine 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 even of a disputes the decision of the superintending Engineer of the circle will be final.

Alteration in specifications
and degination

Do not in validate 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 other following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that contractor or shall not be entitled to any payment in respect of such additional work if he other submit his claim within date afore said period

Rate for work no 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 on any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawing, designs and instruction which shall involve any installment of the work as originally contemplated clause 12 (a) As contained in G O 1929 dated 11.9.56.

Compensation for alteration
in or restriction of work to be
carried out.

Amul Kumar Singh

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

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

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

In case of such failure in delay in the supply of materials or stores on an application by the contractor within 30 days from the date of such failure or delay, such extension of time shall be granted to the contractor for completion of the work as shall 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 final 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 unskillful 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 provide 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

Work to be taken to inspection

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

Contractor or responsible Agents to be present

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

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 and part of a building in which they may be working or any building, road, road curves, fence enclosure waterpipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous on which the work or any part of it is being executed imperfection become appartment 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

Anup Kumar Singh

Chief Consultant
Haryana State Educational Infrastructure
Development Corporation Ltd., Patna

as a fore seal, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be good by other worksmen 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-charge's stores). Plants, tools, application, implements, ladders, cordage, tackle scaffolding and temporary works requisits or proper for the proper execution of the work whether original, altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and form 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 a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear 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-provisio 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 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 by contractor is below the age of twelve years and to refuse to allow any labourer whom he decided to be below the age of twelve years to be employed by the contractor.

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

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

Amul Kumar Singh

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

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

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

Clause 21 :- In the case of sender by partners, any change in the contitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge or this 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 there upon any question relating to the meaning of the specifications, designs, drawings and instructions here before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the conditions or any clause or thing there in 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 abondment thereof or as the breach of these contract then either party shall forthwith give to the order notice of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final conclusive and binding on all the parties.

Lump sum in estimate

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

Action where no specification

Clause 25 :- In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried 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 I certify that I clearly understand them.

Witness

Contractor

Amul Kumar Singh

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

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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 tankle 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 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 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 expence 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 expence of defence of every suit, action or other proceeding at law that may be broought 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 lig-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 by 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 contractor 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 officer 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 be absolutely at the

Work not to subject

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

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Proprietor

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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 sender 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 (Terence shall arise between' the parties, or either of 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 rising 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 estimates in

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.

Action where no specification

Clause 25 - In the case of any class of work for which there is no such specifications as 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.

Definition 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/explained to me and I certify clearly understand them

Witness

M/s Shiv Shakti Contractors Contractor

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

Signature of Contractor