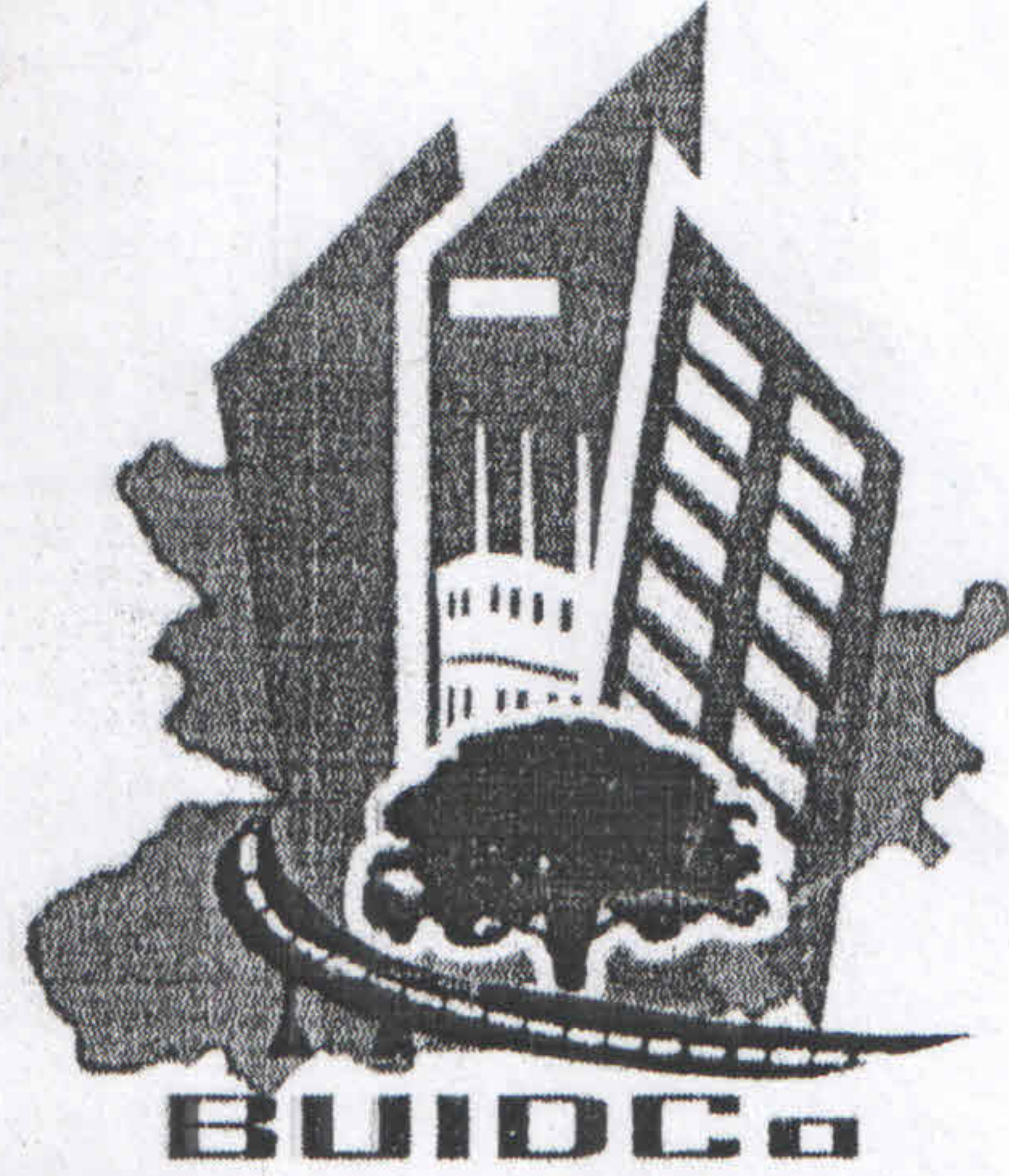


634

N.I.T no.- BUIDCO/S.I.U-03/Yo-32/13-46 Date :- 28.07.2013



Building Better Tomorrow

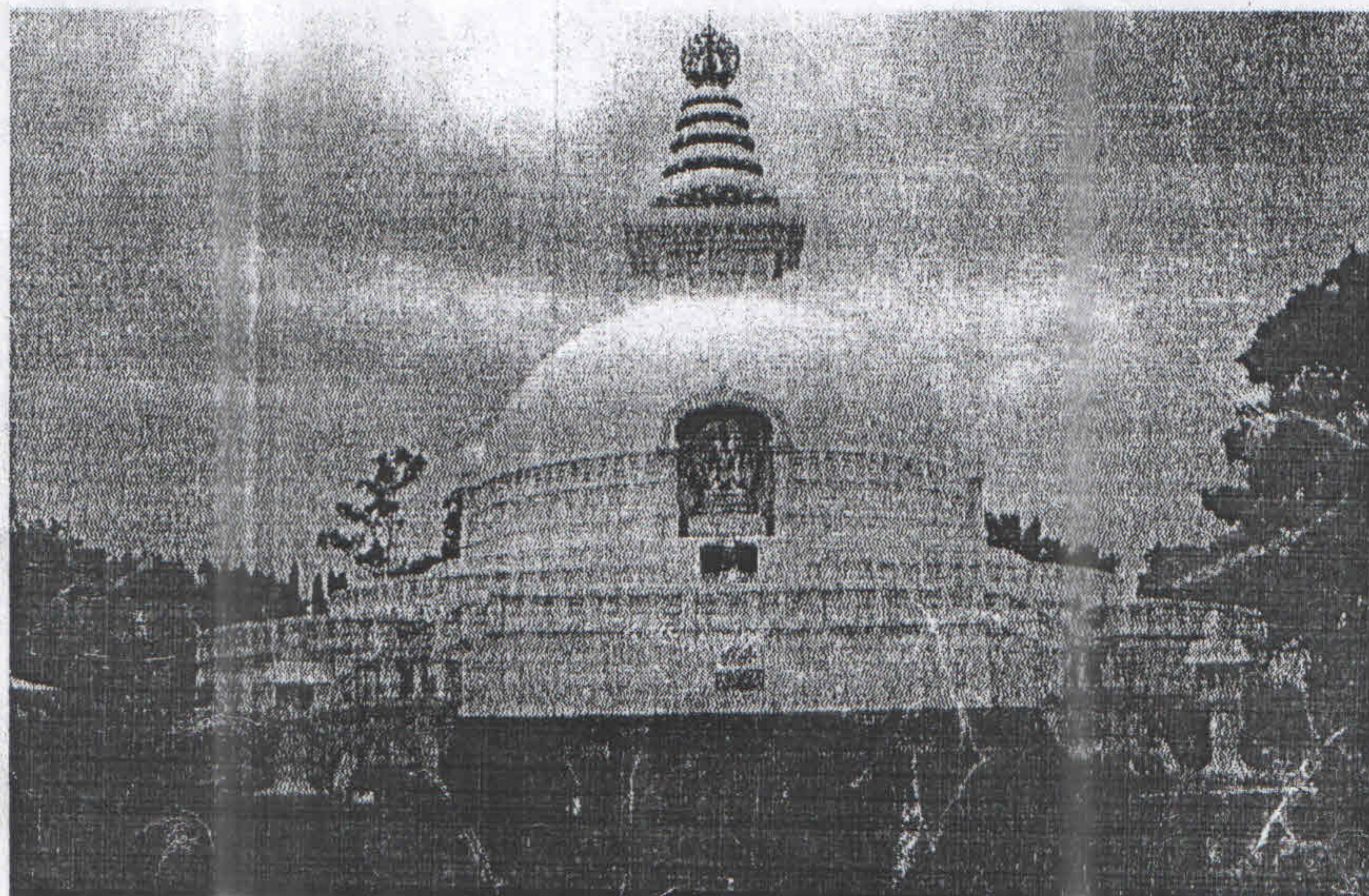
**Bihar Urban Infrastructure Development  
Corporation Ltd.**

(A Govt. of Bihar Undertaking)

**BIDDING DOCUMENT FOR CONSTRUCTION OF  
1 no. DELUXE TOILET UNIT**

**AT**

**RAJGIR TOWN**



*MPA*

*Ramesh*



## Table of Clauses

Clause No.	Clause Descriptions	Page No.
<b>GENERAL CONDITIONS OF CONTRACT</b>		
1	Interpretation	10
2	Scope of Bid	11
3	One Bid per Bidder	12
4	Cost of Bidding	
5	Non transferable	
6	Language of the Bid	
7	Pre-bid meeting	
8	Amendment of Bidding Documents	
9	Eligibility Criteria	13
10	Detailed Drawings and Instructions	
11	Copies Furnished	
12	Ownership of Drawing	
13	Failure By applicant Firms to Comply with Corporation's Instruction	14
14	Selected Firms Shall Visit the Site	14 - 15
15	Tenders	15
16	Agreement	15 - 16
17	Permits and Licenses	
18	Government and Local Rules	16
19	Taxes and Duties	
20	Provisional Sums (P.S.)	
21	Quantity of Work to be Executed	16 - 17
22	Other Persons Engaged by the Corporation	
23	Earnest Money and Security Deposit / Retention	

*Raush.* ✓

*J. D. S. Khan*

24	Contractor to Provide Everything Necessary	17 - 18
25	Time and Extension for Delay	18 - 19
26	Liquidated Damages	19 - 23
27	Site Engineer	23
28	Labour Laws to be complied by the Contractor	23 - 25
29	Payment of Wages	23 - 25
30	Minimum wages Act to be complied with.	25
31	Work not to be sublet. Action in case of insolvency	25
32	Compensation	25 - 27
33	Contractor's Employees	25 - 27
34	Dismissal of Workmen	28
35	Assignment	28
36	Nominated Subcontractor	28 - 29
37	Damage to Persons and Property, Insurance etc.	28 - 29
38	Responsibility of Technical Staff and employees	28 - 29
39	Contractor's Risks	30
40	Levy/taxes payable by constructor	29 - 30
41	Insurance	29 - 30
42	Account Receipts and Vouchers	30
43	Measurement of Work	30 - 31
44	Action Where No Specification	30 - 31
45	Contractor not to Deposit Materials in Manner that May Cause Inconvenience to the Public	30 - 31
46	Payments	31
47	Payment of Final Bill	31 - 32
48	Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	32
49	Approval of materials and supply equipments	32 - 33
50	Variation / Deviation	33
51	Substitution	33



*[Handwritten signature]*


52	Preparation of Building Work For Occupation & Use on Completion	33 - 34
53	Cleaning Site on Completion	
54	Contractor Liable for Damages, defects during maintenance period	34
55	Concealed Work	
56	Escalation	34 - 35
57	Idle Labour	
58	Suspension of Work	35
59	Safety, Security and Protection of the Environment	
60	Performance Guarantee	35 - 36
61	Recovery of Security Deposit	36
62	Time and Extension for Delay	37
63	Mobilization advance	37 - 38
64	Approval of Engineer In charge	38 - 39
65	Cost of Samples	
66	Cost of Tests	
67	Recovery	39
68	Action where no Specifications are specified	
69	Commencement of Works	
70	Substantial completion of parts	39 - 40
71	Force Majeure	40
72	Termination of Contract by the Corporation	
73	Arbitration	40 - 41
74	Special Condition	41 - 43
75	Securities and other form	45 - 48
76	Drawing	49 - 54
		55



*Handwritten signature/initials*

✓

**LOCAL/NATIONAL COMPETITIVE BIDDING**  
**(Construction of 1 nos. Deluxe Toilet Unit at Rajgir Town)**

1. Name of work : Construction of 1 nos. Deluxe Toilet Unit at Rajgir Town
2. Period of construction : 6 (Six) Months
3. Date of issue of notice : .....
4. Inviting bid: BUIDCo/ .....Date .....
5. Period and place of sale of bid document : Only from office of BUIDCo
6. Time, date & place of pre-bid meeting : ....., Time:.....At BUIDCo office
7. Period date and time for receipt of bids : ..... upto .....hours
8. Time and date of opening technical bids : ..... upto ..... hours
9. Time and date of opening financial bids: ..... working days or to be confirmed by letter or email.
10. Place of opening of bids: (# <sup>KHADVA AHADGAN</sup> SFC, 2nd Floor, DAKULA RAJ PATR, R-BLOCK, Rajgir, Patna-800 001) \* Address need to be changed as per 
11. Last date of bid validity : ..... days





## INVITATION FOR BID (IFB)



# Bihar Urban Infrastructure Development Corporation Limited

SFC Building 2<sup>nd</sup> floor Daroga Rai Path, R-Block Road no. 2, Patna-800001  
(Tel: 0612-2506213/08, Email: tenders@buidco.in)

## SHORT NOTICE INVITING TENDER (NIT)

for  
CONSTRUCTION OF 1 NO. DELUXE TOILET AT RAJGIR TOWN.

No. BUIDCo/SIU-3/Yo- 32/2013- 40

Date: 28/07/17

(Through e-procurement mode only – [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))

Bihar Urban Infrastructure Development Corporation Limited (BUIDCo) invites bids from eligible experienced Firms/Contractors/Agencies/Bidders for execution of work as given below :-

Sl. No.	Name	Estimated Cost	Bid processing fees (Beltron)	Bid Document Cost	Bid Security (EMD)	Contract Duration
1	Construction of 1 Nos. of Deluxe Toilet at Rajgir Town	Rs. 32.09 Lakh	Rs. 1150/-	Rs. 5000/-	Rs. 0.64 Lakh	06 Months

2. Place & Date of Pre-bid meeting : Date 17.08 .2017 , Time 02.00 PM  
SFC Building 2nd floor Daroga Rai Path, R-Block Road no.2, Patna-800001
3. Date of downloading of bid document : From 10.08.2017 to 25.08. 2017 up to 03.00 PM  
Through website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) only
4. Last date and time for receipt of bids : Date. 25. 08. 2017 up to 03:30 PM  
Through website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
5. Last Date and time for Submission of hard copy of bid : Date. 25.08.2017 up to 04:00 PM
6. Time and date of opening technical bids : Date. 25.08 .2017 Time 04:30 PM  
Through website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
7. Time and date of opening of financial bids : Date will be announced by competent officer later on/ To be communicated later on
8. Place of opening of bid : Through website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
9. Period of bids validity : 120 days
10. Officer inviting bids : Managing Director, BUIDCo
11. For participating in E – tendering process, the contractor shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and download/participate in E – tender. All tender queries related to this tender shall be communicated at [tenders@buidco.in](mailto:tenders@buidco.in)
12. (i) Bid processing fees to be paid through online mode i.e. Internet payment getaway (Credit/Debit Card), Net Banking, NEFT/RTGS.  
(ii) Bids along with necessary online payments must be submitted through e-procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".
13. The tender documents can be obtained through website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and [www.buidco.in](http://www.buidco.in)
14. Bid document cost should be paid by draft of any scheduled banks payable in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, Original Bank Draft will have to be deposited in the office of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd, SFC Building 2nd floor Daroga Rai Path, R-Block Road no. 2, Patna-800001 on or before 04:00 PM on 25.08.2017 failing which the tender will be rejected.
15. Earnest Money(in hard copy) shall be paid in the form of below mentioned mode only and relevant document pledged in the form of Managing Director BUIDCo should be submitted to Bihar Urban Infrastructure Development Corporation Ltd, SFC Building 2nd floor Daroga Rai Path, R-Block Road no. 2, Patna-800001 25.08.2017 on or before 04:00 PM , failing which the tender will be rejected.
  - i) Fixed deposit receipt of a scheduled bank. Fixed deposit receipt should be valid for a six months after the last date of receipt of tenders.
  - ii) Kisan Vikas Patra.
  - iii) Demand draft of a scheduled bank.
  - iv) Post office saving bank pass book.
  - v) One, two or three year post office time deposit.
  - vi) NSC issued within state.
  - vii) 5 year National Development Bond.
  - viii) State Development Loan certificate.
16. The Estimated Cost may increase or decrease.
17. All the information/corrigendum/addendum related to the project shall be published on the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and [www.buidco.in](http://www.buidco.in) . The authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
18. Further details of works can be obtained from the office of Project Director (HQ.) For clarification, regarding the E –tendering process, please contact e-procurement, Helpdesk, first Floor, M/22, Bank of India Building, Road No-29, Sri Krishna Nagar, - 800 001, Telephone no. 0612-2523006, Mobile No – 8544413112.

  
Chief General Manager

Ramesh







**PART A :**  
**INSTRUCTIONS TO BIDDERS**





SECTION 1

GENERAL CONDITIONS OF CONTRACT

*RAJGIR*

*Ramesh.*

✓



## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Engineer-in-charge BUIDCo.

### 1. Interpretation

In constructing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- i. **Corporation:** The term Corporation shall denote with their Registered Office Bihar Urban Development Corporation (BUIDCo), Govt. of Bihar Undertaking or any of its employees as representative authorized on their behalf.
- ii. **Contractor:** The term Contractor shall mean M/s and his/their heirs, legal representative, assigns and successors.
- iii. **Site :** The site shall mean the site where the work are to be executed as shown in the drawing including any building and erections allotted by the Corporation for the Contractors' use.
- iv. **Site Engineer:** The Site Engineer shall be the person appointed by the Corporation for administration of all Deluxe Toilet construction works.
- v. **Drawing:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings or any other instructions, which may be given by the Corporation, during the execution of the work.

All drawings relating to work given to the selected Firms together with a copy of schedule of quantities are to be kept at site and the Corporation shall be given access to such drawings or schedule of quantities whenever necessary. Detailed fabrication drawings where required are to be prepared by the Contractor and have these approved by Corporation before taking up execution. The Contractor shall ask in writing for all clarifications and schedule of quantities or to additional instructions at least 15 days ahead from the time when it is required for implementation so that the Corporation may be able to give decision thereon.

- vi. "The Work" shall mean the work to be executed or done under this contract.
- vii. "Act of Insolvency" shall mean any act as defined by the Presidency Town Insolvency Act or in Provisional Insolvency Act or any amending statutes.
- viii. "The Schedule of Quantities" shall mean the schedule of quantities as specified and



forming part of this contract.

- ix. "Priced Schedule of Quantities" shall mean the schedules of quantities duly priced with the accepted quoted rates of the contractor.

## 2. Scope of Bid

The Deluxe Toilet work consists of civil works, Electrical Works and PHE works in accordance with the drawings and "Schedule of quantities". It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work in conformity with designs, drawings, specifications, bill of quantities, etc. Should any detail, essential for efficient completion of the work be omitted from the drawings/specifications, it shall be the responsibility of the contractor to inform the Corporation and to furnish and install such detail with Corporation's concurrence, so that upon completion of the proposed work the same becomes acceptable.

Corporation may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "The Corporation's instructions" in regard to:

- i. The variation or modification of the design quality or quantity of work or the addition or omission or substitution of any work.
- ii. Any discrepancy in the drawing or between the schedule of quantities and/or drawing and /or specifications.
- iii. The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- iv. The demolition, removal and/or re-execution of any work executed by the contractor/s.
- v. The dismissal from the work of any person employed there upon.
- vi. The opening up for inspection of any work covered up.
- vii. The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The contractor shall forthwith comply with and duly execute any work comprised in such Corporation's instruction provided always that the verbal instructions, directions and explanations given to contractor or his representative upon the work by the Corporation, if involving a variation, be confirmed in writing to the contractors immediately. No work for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Corporation. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Corporation as provided in Clause "Variation".



*[Handwritten signature]*

*Ravish*

✓

### 3. One Bid per Bidder

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

### 4. Cost of Bidding

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

### 5. Non transferable

Tender documents are not transferable.

### 6. Language of the Bid

All documents relating to the bid shall be in English.

### 7. Pre-bid meeting

The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The bidder is requested to submit any questions in writing or by fax or through EMail to reach BUIDCo not later than one week before the meeting.

Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by BUIDCo exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting. All bidders have to collect any addendum on next working day of pre-bid meeting. The bidder shall receive the minutes of the meeting on the next working day of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

### 8. Amendment of Bidding Documents

Before the deadline for submission of bids, BUIDCo may modify the bidding documents by issuing addendum.

Any addendum thus issued shall be part of the bidding documents and shall be collected by all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt



of each addendum in writing or Letter/Fax/Email to BUIDCo. BUIDCo will assume no responsibility for Postal delays.

**9. Eligibility Criteria and Term :-**

- a) The Intending tender must have :- (1) GST Registration (2) PAN Number (3) Lab our License (4) five years audited financial statement ending up to 31.03.16 (5) Firm/Company Registration.
- b) Necessary Eligibility :- (1) The tendered should have min annual financial turnover (ATO) of Rs. 32 Lakh any one year during last five year ending up to 31 march 2016. (2) At least one similar nature of work <sup>(Building) value not less than 3.3 lakh</sup> should be completed successfully in the last 5 years.
- c) Number of Deluxe Toilet in a package may increase or decrease.
- d) Time of composition of work 6 months from date of agreement.
- e) Registration in BUIDCo before work agreement is mandatory.

**10. Detailed Drawings and Instructions**

The corporation shall furnish with reasonable promptness additional instruction by means of drawings or otherwise necessary for proper execution of the work. All such drawings and instructions shall be consistent with contract documents.

The work shall be executed in conformity therewith and the contractor shall not work without proper drawings and instructions.

Immediately after receipt of the work order of the contract, the contractor shall prepare a progress schedule and submit the same to the Corporation for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

**11. Copies Furnished**

The selected Firms on the signing hereof of the contract shall be furnished by the Corporation free of charge with a copy of the priced scheduled of quantities/rates, two copies of each of the said drawings and one copy of specification and two copies of all further drawings issued during the progress of the work.

**12. Ownership of Drawings**

All drawings, specifications and copies thereof furnished by the Corporation are the Property of the Corporation. They are not to be used for other works and with the exception of the signed contract set, are to be returned to the Corporation on request on completion of the work.

**13. Failure By applicant Firms to Comply with Corporations Instruction**

If selected Firms after receipt of written notice from the Corporation requiring

*IP*

✓

compliance of any instructions within fifteen days fails to comply with such instructions, the Corporation, may employ other person, to carry out any such instructions whatsoever that may be necessary to give effect thereto and pay all cost in connection therewith. The contractor shall either pay the Corporation the cost incurred by the Corporation due or to become due to the contractor.

#### 14. Selected Firms Shall Visit the Site

Intending selected Firms shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, availability of labour and materials, access and storage of materials and removal of rubbish. The tenderer shall provide in the tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Corporation, might be deemed to have reasonably been inferred as so existing before commencement of work.

#### 15. Tenders

The entire tender paper issued to the tenderer/ selected Firms should be submitted fully priced and also signed on the last page together with initials on every page. Initial/Signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

- i. The "Rate" column to be legibly filled in ink in both English figures and English words.
- ii. Amount column to be legibly filled in for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii. All corrections / over writings are to be initialed with the seal of the Firm.
- iv. The "Rate Column" for alternative items shall only be filled up.
- v. The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
- vi. In case of any errors / omissions in the quoted rates between the "Original" & "Duplicate" copies, the rates given in the tender marked.

No modifications, writing or corrections in schedule of work shall be made in the tender by the tenderer.

The Corporation reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section or to split up and distribute any item of work to any firm or firms, without assigning any reason.



620

The tenderer should note that the tender is strictly on the percentage basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and selfsupporting. If called upon by the Corporation, detailed analysis of any or all the rates shall be submitted.)

The Corporation shall not be bound to accept the contractor's rate analysis.

The work will be paid for as 'measured work' on the basis of actual work done and not as "lump sum" contract. All items of work described in the schedule of quantities are to be deemed and paid as complete work in all respects and details including preparatory and finishing work involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

The Corporation has power to add to omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Corporation. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain valid for consideration for a period of 3 (three) months from the date of submission of tender.

#### 16. Agreement

The successful tenderer shall sign the agreement as per draft agreement immediately after issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance of the tender by the Corporation/ Architect/ Consultant will constitute a binding contract between the Corporation and the person so tendering whether such formal agreement is or is not subsequently executed.

#### 17. Permits and Licenses

Permits and licenses for release of materials which are under Government control shall be arranged by the contractor on behalf of the Corporation. The Corporation will sign any form or application that may be necessary for the purpose.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of any such controlled material in due time.

The contractor will, however be eligible to a proportionate extension of time on this account which in the opinion of the Corporation is reasonable. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the materials including any incidental costs for obtaining permits and licenses etc. The costs for storing, transporting, handling etc. are to be included by the contractor in his quoted rate.

#### 18. Government and Local Rules

The contractor shall conform to the provisions of all local By laws and Acts relating to the work and to Regulations etc. of the Government and Local Authorities and of any



Corporation with whose system the premises is proposed to be connected. The contractor shall give all notices required by the said Act, Rules, Regulations, and By laws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc, if any, and shall defend all actions from such claims or liabilities.

#### **19. Taxes and Duties**

The tenderers must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, work contract taxes, or local charges as applicable. No extra claim on this account will in any case be entertained.

#### **20. Provisional Sums (P.S.)**

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling/fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charge if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amount covered under this head will be absolutely at the discretion or order issued by the Corporation and realize the payment from the Corporation thus made through his bills for work done.

#### **21. Quantity of Work to be Executed**

The quantities shown in the Schedule of quantities are intended to cover the entire new structure indicated in the drawing but the Corporation reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any time after the commencement of the work, the Corporation shall for any reason whatever not require the whole work thereof as specified in the tender to be carried out the Corporation shall give notice in writing of the fact to the contractor who shall have no claim to any payment as 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 alterations have been made in the original specification, drawing, designs and instructions which involve any curtailment of the work as originally contemplated.

#### **22. Other Persons Engaged by the Corporation**

The Corporation reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and the contractor shall allow all reasonable facilities, and use of any scaffolding etc. for the execution of such work. All the agencies engaged by the Corporation on the work shall act in close coordination extend mutual assistance to enable completion of the work satisfactorily.

#### **23. Earnest Money and Security Deposit / Retention Money**





The tenderer will have to deposit an amount of (As Mentioned in NIT) in the form of fixed Deposit receipt of a Scheduled Bank/ Kisan Vikas Patra/ Demand draft of a scheduled bank/ Post office saving bank pass book/ One, two or three year post office time deposit/NSC issued within state/ 5 year National Development Bond/ State Development Loan certificate at the time of submission of tender as an Earnest Money. (The Earnest Money of the unsuccessful tenders will be refunded without any interest, soon after the expiry of the validity period of the tender or an award of the contract to the successful tenderer, whichever is earlier.)

The successful tenderer to whom the contract is awarded will have to deposit as "Initial Security Deposit" (ISD), amounting to 2% of the value of the accepted tender including the Earnest Money. Initial Security Deposit may be submitted in the form of fixed Deposit receipt of a Scheduled Bank/ Kisan Vikas Patra/ Demand draft of a scheduled bank/ Post office saving bank pass book/ One, two or three year post office time deposit/NSC issued within state/ 5 year National Development Bond/ State Development Loan certificate in a format approved by the Corporation. The Initial Security Deposit will have to be made immediately after acceptance of the tender failing which the Corporation at its discretion revoke the Letter of Acceptance and forfeit the Earnest Money Deposit, furnished along with the tender.

Apart from the Initial security Deposit made as above, retention money shall be deducted from progressive running bills to make the total security deposit as per terms of the tender @8% of the gross value of each running bill.

The retention money will not be deducted if adequate Bank Guarantee on a Nationalized Bank is submitted by the contractor.

50% of the total security deposit will be refunded to the contractor subject to issue of virtual completion certificate by the Corporation and the contractor removing his materials, equipments, labour force, temporary shed/ stores etc. from the site.

The balance 50% will be refunded to the contractor 30 days after end of "Defect Liability period" provided he has satisfactorily carried out the entire work, submitted all documents contractually called for and attended to all defects during defect liability period in accordance with the conditions of contract. No interest is allowed on retention money and earnest money deposit.

Further, if some dues to the Corporation from the contractor(s) have still to be recovered, the Corporation reserves the right to withhold payment of so much of the retention money as in his opinion, represents the cost of the same.

#### **24. Contractor to Provide Everything Necessary**

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing refer the same to the Corporation whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out the work at his own cost. The Corporation shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to Complete the said items of work within the contemplation of the contract, and beyond the

Ramesh

*[Handwritten signature]*

unit price no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever for specific items, if any stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, street, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding planking, timbering, strutting, shoring etc. on occasions as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of the Corporation.

The contractor shall at all times give access to workers engaged by the Corporation or any men engaged on the building and to provide such parties with proper, sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the Corporation as may be required to enable such workman to lay or fix pipes, electrical wiring, special fittings etc. The quoted rate of the tenderer shall accordingly include all these above mentioned contingent work.

#### **25. Time and Extension for Delay**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely.

As soon as possible after the contract is concluded the Contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month complete the work.

If the work(s) be delayed by

- i) Force majeure, or
- ii) Serious loss or damage by fire, or
- iii) Civil commotion, local.



- iv) Delay on the part of other contracts or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- v) Non-availability of stores, which are the responsibility of Government to supply or
- vi) Non-availability or break down of tools and Plant to be supplied or supplied by Government or

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

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

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

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

## 26. Liquidity Damages

Should the work be not completed to the satisfaction of the Corporation within the stipulated period, the contractor shall be bound to pay to the Corporation a sum calculated @ 0.5% of the accepted contract sum per week of delay by way of liquidated damages provided always that the total amount of compensation for the delay to be paid under this condition shall not exceed 10% of the Tender value

### I. Action when Whole of Security Deposit is Forfeited

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit( whether paid in one sum or deducted by the installments) to Corporation shall have power to adopt any of the following courses as they may deem best suited to the interest of the Corporation:

- a) To rescind the contract( of which rescission notice in writing to the Contractor under

*Me. Prityana*

*Ramesh*

hand of the Corporation shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.

- b) To employ labour paid by the Corporation and supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the 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 had been carried out by the contractor under the terms of this contract. The certificate of the Corporation as to the value of the work done shall be final and conclusive against the contractor.
- c) To measure the work of the contractor and to take such part thereof 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 certificates in writing of the Corporation shall be final and conclusive) shall be binding and paid by the original contractor and may be deducted from any money due to him by the Corporation under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.
- d) In the event of any of the above courses being adopted by the Corporation the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any execution of this work or the performance of the contract. And in any case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract, unless and until the Corporation will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

## ii. Tools, Storage of Materials, Protective Works and Site Office Requirements

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for contractor's representative and staff, which offices shall be open at all reasonable hours to receive instruction, notices or communications and clear away on completion of the work and make good all work disturbed.

All drawing maintained on the site are to be carefully mounted on boards of appropriate size. They are to be protected from ravages of termites, ants and other insects.

### Protective Measures

The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding



properly by day, by night, on Sundays and other holidays.

The contractor shall indemnify the Corporation against any possible damage to the building, roads or member of the public in course of execution of work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the work and making good all work disturbed.

### **Storage of Materials**

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of subcontractors and remove the same on completion.

### **Tools**

All tools, equipments and instruments as instructed by the Corporation and considered necessary for the work shall be provided by the contractor for the due performance of this contract.

### **iii. Notice And Patents of Appropriate Authority and Owner**

The contractor shall confirm to the provisions of any Acts of the Legislature relating to the work and to the Regulations and Bylaws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose system the structure were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Corporation written notices specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. The Corporation on receipt of such intimation shall give a decision within a reasonable time.

The contractor shall arrange to give all notices required for by the said Acts, Regulations or Bylaws to be given to any authority and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Corporation.

The contractor shall indemnify the Corporation against all claims in respect of patent right, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all action arising from such claims and shall keep the Corporation saved harmless and indemnified in all respects from such actions, costs and expenses.

### **iv. Contractor Immediately to Remove all Offensive Matters**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall at once be carted away by the contractor to a safe place as per rules of the appropriate authorities.

### **v. Access**



Any authorized representative of the Corporation shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Corporation or their representatives necessary for inspection and examination and test of the material and workmanship. Except the representatives of the Corporation no person shall be allowed at any time without the written permission of the Corporation.

**vi. Materials, Workmanship, Samples, Testing of Materials**

All the work specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Corporation during the execution of the work, and to his entire satisfaction.

If required by the Corporation, the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Corporation at his own cost to prove that the materials etc. under test conform to the relevant I.S. standards or as specified in the specification. No extra payment on this account should in any case be entertained.

All the materials, stores & equipments required for full performance of the work under the contract must be provided through normal channels and must include charge for sales tax, import duties and other charges as applicable and must be best of their kind available and the contractor must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanship manner. Samples of all materials to be used shall be submitted to the Corporation and written approval from the Corporation shall be obtained prior to placement of order. A list of materials of approved make and brand is annexed. Materials mentioned in the said list shall be used, In case materials in the list are not available the contractor may use the equivalent product with prior permission from the Corporation. As regards equivalent product/ material the opinion of the Corporation shall be final and binding on the contractor.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Corporation may direct and shall protect from injury all work during its course of execution. Any damage (during construction) to any part of the work for any reasons due to rain, storm or neglect of contractor, shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike. Lockouts or any other cause, the contractor shall take all precaution necessary for the protection of work and at his own expenses shall make good any damage from any of these causes.

The contractor shall cover up and protect from damage, ,from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the



execution of the work whether by himself or special tradesman or subcontractor and any damage caused must be made good by the contractor at his own expenses.

#### **vii. Removal of Improper Work**

The Corporation shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Corporation are not accordance with specification or instruction, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instruction. In case the contractor refuses to comply with the order the Corporation shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Corporation shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Corporation shall relieve the Contractor from his liability in respect of unsound work or bad materials.

#### **27. Site Engineer**

The term "Site Engineer" shall mean the person, if any, appointed by the Corporation to superintendent the work. The Contractor shall afford the Site Engineer every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, addition, alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Corporation.

#### **28. Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) ACT, 1986.

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

Any failure to fulfill these requirements shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

No labour below the prescribed age shall be employed on the work.

#### **29. Payment of Wages**

Payment of wages :



i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable.

iv) a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made hereunder from time to time.

vi) The contractor shall indemnify and keep indemnified BUUIDCo against payments to be made under and for the observance of the laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.





vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

### **30. Minimum wages Act to be complied with.**

The contractor shall at least pay and comply with all the provisions of the Minimum wages Act s and rules framed there under other labour laws related to contract labour .

### **31. Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, 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 agent to any public officer or person in the employment of BUIDCo in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Governor of Bihar shall have power to adopt the courses specified in Clause 3 hereof in the interest of BUIDCo and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.

### **32. Compensation**

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 BUIDCo without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

### **33. Contractor's Employees**

The Contractor shall employ technically qualified and competent supervisors for the work



who shall be available (by turn) throughout the working hours to receive and comply with instruction of the Corporation. The Contractor shall engage at least one experienced Technical representative as Site-in-Charge for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labours on the work as far as possible.

No labour below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labour supplied by the Contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Corporation or its representative shall be deemed to be a person employed by the Contractor.

The selected firms shall comply with the provisions of all labour legislation including the requirements of:

- a. The Payment of Wages Act.
- b. Employer's Liability Act.
- c. Workman's Compensation Act.
- d. Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules 1971.
- e. Apprentices Act 1961
- f. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Corporation saved harmless and indemnified against claims of any of the workmen and all costs and expenses as may be incurred by the Corporation in connection with any claim that may be made by any workman are recoverable from the Contractor.

The Contractor shall comply at his cost with order of requirement of any Health Officer of the State or any local authority or of the Corporation regarding the maintenance of proper environmental sanitation of the areas where the Contractor's labour are housed or accommodated, for the prevention of smallpox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the work and shall remove and clear away the same on completion of work. Adequate precaution shall be taken by the Contractor to prevent nuisance of any kind on the work or on the land adjoining the same.

The Contractor shall arrange to provide first aid treatment to the labour engaged on the

work. He shall within 24 hours of any accident at or about the site or in connection with execution of work, report such accident to the Corporation and also to the competent authority where such report is required by law.



### **34. Dismissal of Workmen**

The Contractor shall on the request of the Corporation immediately dismiss from work any person employed thereon by him, who may in the opinion of the Corporation be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be basis of any claim for compensation or damages against the Corporation or any of their officer/employee.

### **35. Assignment**

The whole of the work included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet any part, share or interest therein nor, shall take a new partner, without written consent of the Corporation and no subletting shall relieve the Contract from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

### **36. Nominated Subcontractor**

All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities/Rates and/or specification who may be nominated or selected by the Corporation are hereby declared to be subcontractors employed by the contractor and are herein referred to as nominated subcontractors.

### **37. Damage to Persons and Property, Insurance etc.**

The contractor shall be responsible for all injury to the work or workmen, to persons, animal or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or any of his or a subcontractors employees, whether such injury or damage arise from carelessness, accident or any of his or subcontractor's employees, or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include interalia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, footpaths or ways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify the Corporation and harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

### **38. Responsibility of Technical Staff and employees**

Technical officers / staff deployed by the Contractor at any construction site will also be responsible for inferior quality / poor performance of any work and his name will be



circulated to all works Sites of BUIDCo to debar from any other site, if his name is being proposed by other contractor.

### 39. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

### 40. Levy/taxes payable by constructor

- i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor according to law in effect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand chips bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

### 41. Insurance

Unless otherwise instructed the Contractor shall insure the work and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood or damages from whatever cause by a Contractor's All Risk Insurance policy for the full value of the contract including Third Party Liability for a minimum value of 1% of the accepted tender value per occurrence subject to a minimum of Four (4) occurrences per year. The insurance must be placed with an approved Corporation, in the joint names of BUIDCo and the contractor for such amount and for any further sum if called upon to do so by the Corporation, the premium of such further sum being allowed to the Contractor as an authorized extra.

The Contractor shall deposit the policy and receipt for premium paid with the Corporation within 30 days from the date of issue of work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Corporation on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Corporation should they select to do so proceed with due diligence with the completion of the work in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the Corporation may deem fit.

*Ravech*

*[Signature]*

The Contractor shall effect the Insurance necessary and indemnify the Corporation entirely from all responsibility in this respect. The Insurance must be placed with an approved Insurance Corporation and must be effected jointly in the name of the Contractor and BUIDCo and the policy lodged with the latter. The scope of Insurance is to include damage or loss to the contract itself till this is made over in complete state.

The Corporation shall be at liberty and hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sum due or to become due to the Contractor.

#### **42. Account Receipts and Vouchers**

The contractor shall upon the request of the Corporation furnish them with all the invoices, accounts, receipts and other vouchers that they require in connection with the work under this contract.

If the Contractor shall use materials less than what is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Corporation shall be final and binding on the Contractor as to the amount of materials the Contractor is required to use for any work under this contract.

#### **43. Measurement of Work**

The Contractor will record and submit to the Corporation with the details of measurements for their scrutiny and signature. The Contractor should submit the bill with such endorsement of the Corporation.

On receipt of the bill, the Corporation shall intimate the Contractor that he requires the work to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist the Corporation or the Corporation's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by them.

The Contractor or his Agents may at the time of measurements take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the Corporation's knowledge, if subsequently sanctioned by him in writing with the approval of the Corporation shall be included in such measurements. The final measurement should be done within one month from the date of completion of work jointly by the Corporation and/or his representative and if the Contractor fails to comply, the measurement taken by the Corporation shall be final and binding on the Contractor.

#### **44. Action Where No Specification**

In the case of any work for which there is no such specification in Technical Specification such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Corporation.

#### **45. Contractor not to Deposit Materials in Manner that May Cause Inconvenience to**



### the Public

The Contractor shall not deposit materials in locations, which will cause inconvenience to the public. The Corporation may require the Contractor to remove any materials, which are considered by him to be a danger or inconvenient to the public and cause them to be removed at the Contractor's cost.

### 46. Payments

All bills shall be prepared by the Contractor in the form prescribed by the Corporation, (format enclosed). Normally one interim bill shall be prepared each month subject to minimum value for interim for interim certificate as stated in these documents. The interim bill in proper form must be duly accompanied by detailed measurements, duly endorsed in support of quantities of work done and must show deduction for all previous payments, retention money, etc. Advance/adhoc payments for work will not be normally made. However, adhoc payments may be made at the discretion of the Corporation in case of exigency.

The Corporation shall issue certificate after due scrutiny of the Contractor's bill stating the amount due to the contractor from the Corporation and the Contractor shall be entitled to payment thereof, by the Corporation within the period of "honoring certificates" mentioned in these documents.

The amount stated in an interim certificate shall be based on the total value of work properly executed.

If the Corporation has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to Contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the powers of the Corporation under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any way vary or affect the contract. The final bill shall be submitted by the Contractor to the Corporation within one month of the date of certificate of completion furnished by the Corporation and payment shall be made after the same is duly verified and certified by the Corporation.

### 47. Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.



*[Handwritten signature]*

*Raush*

Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Dy. Project Director, complete with account of materials issued by the Department and dismantled materials. The time period will be 2 months for the Tendered value of work is up to Rs. 1 crores.

**48. Work to be Executed in Accordance with Specifications, Drawings, Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specification, designs, drawings and instruction .

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**49. Approval of materials and supply equipments**

The contractor shall, at his own expense, provide all materials, required for the works other than those, which are stipulated, to be supplied by the BUIDCo.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within fifteen days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether sample are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or



compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

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

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

#### **50. Variation / Deviation**

The Contractor may when authorized and shall when directed in writing by the Corporation add and or omit or vary the work shown in the drawings or described in the specification or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization from the Corporation.

The price of all such additions/non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or an engineering rate analysis based on prevalent fair price of labour materials at site of work including wastage and other components as required plus 15% for overhead and profit etc work contract sales Tax at prevailing rate will be payable extra over the stipulated OH/project percentage. The tender rates shall hold good for any increase or decrease in tender quantities.

No claim for an extra item/work shall be allowed unless it has been executed by the authorization of the Corporation.

#### **51. Substitution**

Should the Contractor desire to substitute any materials and workmanship he/they must obtain the approval of the Corporation in writing for any such substitution well in advance. For materials designated in this specification by such term as "Equal" or "other approved" etc. specific approval of the Corporation shall be obtained in writing prior to execution.

#### **52. Preparation of Building Work For Occupation & Use on Completion**



The whole of the work will be thoroughly inspected by the Contractor and deficiencies/defects put right, all windows and doors cleaned including cleaning and oiling, if necessary of all hardware. All floors, staircases and every part of the building both inside & outside shall be left neat and clean as to ensure immediate occupation to the satisfaction of the Corporation.

On completion of above, the contractor shall inform the Corporation that he has completed the work and it is ready for inspection.

### **53. Cleaning Site on Completion**

On completion of the work the Contractor shall clear and remove from the site all construction plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workmanlike condition to the satisfaction of the Corporation.

### **54. Contractor Liable for Damages, defects during maintenance period**

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

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

### **55. Concealed Work**

The Contractor shall give due notice to the Corporation whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise become inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default whereof, the same shall, at the option of the Corporation, be either opened up for measurements at the Contractor's expenses or no payments may be made for such materials.



*Asit*

*Ravish*

Should any differences or dispute arise after execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked the records of the Corporation shall be accepted as correct and binding on the Contractor.

#### 56. Escalation

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, taxes, etc. unless specifically provided for in this document.

#### 57. Idle Labour

Whatever the reasons may be, no claim for idle labour, additional establishment cost, hire and labour charges of tools and plants would be entertained under any circumstances.

#### 58. Suspension of Work

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons :

- a) On account of any default on the part of the contractor or;
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

If the suspension is ordered for reasons (b) and (c) of above, the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

#### 59. Safety, Security and Protection of the Environment

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

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by BUIDCO) in an orderly state appropriate to the avoidance of danger to such persons,



- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watchmen and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

### 60. Performance Guarantee

The contractor shall submit an irrevocable Performance Guarantee of 2% (Two percent) of the tendered amount including earnest money in the shape as mentioned in the Bihar Financial Rules or Bank Guarantee or any other deposits mentioned for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of N.S.C. of Post Office/ Pledged in favour of department; D.D. of any Scheduled Bank or State Bank of India or Bank Guarantee.

- (ii) The performance Guarantee shall be initially valid up to 28 days beyond the defect liability.
- (iii) The Engineer-in-Charge shall not make a claim under the Performance guarantee except for amounts to which the Governor of Bihar is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.
  - (b) Failure by the contractor to pay Governor of Bihar any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
  - (c) Failure by the contractor to rectify any defects as defined in the defect liability clause of contract data to the satisfaction of the Engineer incharge.
- (iv) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Bihar.



*AS*

*Ravesh*

### 61. Recovery of Security Deposit

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

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

### 62. Time and Extension for Delay

The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely.

1 As soon as possible after the contract is concluded the Contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Programme has been agreed upon) complete the work.

2 If the work(s) be delayed by.

i) Force majeure, or



*Handwritten signature/initials in blue ink.*

- ii) Serious loss or damage by fire, or
- iii) Civil commotion, local.
- iv) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- v) Non-availability of stores, which are the responsibility of Government to supply or
- vii) Non-availability or break down of tools and Plant to be supplied or supplied by Government or
- vii) any other cause which is beyond the Contractor's control.

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

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

63. Mobilization advance

DELETED



#### 64. Approval of Engineer In charge

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

#### 65. Cost of Samples

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

#### 66. Cost of Tests

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

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

#### 67. Recovery

Any amount found recoverable from the contractor shall be recovered as public demand under the Bihar Public Demand Act. without prejudice to any other mode of recovery.

#### 68. Action where no Specifications are specified

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

#### 69. Commencement of Works

The contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, which notice shall be issued within the



time stated in the Appendix to Tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

#### 70. Substantial completion of parts

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

#### 71. Force Majeure

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of GOD such as Unprecedented flood, Volcanic eruption, Earthquake or other convulsion of nature and other acts such as general/ partial strikes by a section of government employees/ invasion, the act of foreign countries/ hostilities or war like operations before or after declaration of war, rebellion/ military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

#### 72. Termination of Contract by the Corporation

If the Contractor being a Corporation go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a compensation for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract the contract or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Corporation that he is able to carry out and fulfill the contract and if so required by the Corporation to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe and perform the same or shall improper materials or workmanship in carrying on the work, or shall in the opinion of the Corporation not exercised such due diligence and made such due progress as would enable the work to be completed within due time agreed upon and shall fail to fail to the satisfaction of the Corporation after three clear days notice requiring the Contractor to do so shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Corporation may notwithstanding any





previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Corporation of the obligations and liabilities of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the contractor).

Further the Corporation or its agent or servant may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensil and materials being lying upon premises or the adjoining lands or road and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by engaging any other contractors or other person to complete, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person engaged from completing and finishing or using the materials and plants for the work. When the work shall be completed or as soon as thereafter as conveniently may be, the Corporation shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fails to do so within a period of 14 days after receipt by him of the said notice, the Corporation may sell the same by Public Auction and shall give credit to the contractor for the amount so realised. Any expenses or losses by the Corporation in getting the work carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

#### 46. Arbitration

A. All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the work or the execution or maintenance thereof of this contract or the rights touching or concerning the work or execution or maintenance thereof of this contract or the construction remaining operation or effect thereof or to the right or liabilities of the parties arising out of or in relation thereto whether during or after determination, force closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority who shall be appointee for this purpose by the Corporation be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

B. It is also a term of the contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from the Corporation that the bill after due verification is passed for payment of lesser amount, or he has accepted the payment as per clause 44 whichever is earlier or otherwise, the Contractor's rights under this agreement to refer to arbitration shall be deemed to have been forfeited and the Corporation shall be relieved and discharged of their liability under this Agreement in respect of such claims. Further, it is agreed that for the purpose of this clause such notice is deemed to have been received by the Contractor within 2 days of posting of the letter by the Corporation or when delivered by hand immediately after receipt thereof by the Contractor whichever is earlier. Further, a letter signed by the officials of the Corporation that the letter so posted to the Contractor shall be conclusive.



*MBT*

*Ravesh*

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the Written notice aforesaid to the Contractor a panel of three names of persons Who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators:

- i. Retired High Court/ Supreme Court Judges, who have experience in handling Arbitration cases.
- ii. Members of the Council of Arbitration.
- iii. Fellow of the Institute of Engineers, or Indian Institute of Architects.
- iv. Eminent retired Chief/Senior Engineers from State/Central P.W.D/Public Sector Undertakings of good reputation and integrity.

The contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by him of the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

C. If the Appointing Authority fails to send to the Contractor, the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons out of the above mentioned four categories of Arbitrators who shall all be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Contractor accordingly. If the Appointing Authority fails to communicate such selection within the period specified, the Contractor shall be entitled to appoint one of the persons as the sole Arbitrator and communicate his name to the Appointing Authority.

D. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

E. The work under the Contract shall however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

F. The Arbitrator shall be deemed to have entered into the reference on the date he issues notice to both the parties fixing the date of the first hearing.

G. The Arbitrator may from time, with the consent of the parties, enlarge the time for making and publishing the award.

H. The Arbitrator shall give a separate award in respect of each dispute or difference



referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

I. The fees, if any, of the Arbitrator, shall if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

J. The award of the Arbitrator shall be final and binding on both the parties.

K. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force, shall apply to the Arbitration proceeding under this clause.



*ABTana*

*Ravedh*

**SECTION 2**  
**SPECIAL CONDITION OF CONTRACT**  
**(Condition of Particular Application)**



*Signature*

*Ramesh.*

### SPECIAL CONDITIONS

1. In the event of the tender being submitted by a firm it must be signed by each partner thereof and in the event of the absence of any partner shall be signed on his behalf by a person holding a power of attorney authorized by him to do so and which shall have to be produced on demand.
2. The tender shall contain the name, residence and place of business of person or persons filling the tender. All signatures shall be with date.
3. All page of tender documents, conditions and specification shall be initiated at the lower left hand corner and signed where ever required in the tender papers by tenderer or a person holding power of attorney authorizing him to sign on behalf of the firm before submission of the tender, cutting and overwriting must be signed in the above corner.
4. The tenderer shall be presumed to have carefully examined the condition of the contract. E.O.C and specification of work. He shall also be deemed to have inspected the site and to have satisfied himself independently as to the nature, extend and practicability of all works and access to the site available accommodation as regard to the land and building that may be required for temporary purposes in connection with the construction of the work. The successful tenderer will have to use their own machinery required for completion of the work.
5. No claim will be considered due to sudden fluctuation on rate of labour and materials or carriage in the market at any stage of the work till the completion.
6. The rates quoted by the contractor should be for finished work inclusive of royalty. Taxes and carriage of all materials to site and all other incidental charges.
7. All labours are to be paid wages as per minimum wages Act.
8. The tenderer should acquaint itself with the nature of work and of materials involved in finished item of work and no claim will be entertained on these accounts.
9. No claim will be entertained for the extra item of work, if done by the contractor unless ordered in writing by the Engineer-in-charge.
10. The tenderer should quote his rate both in figures and words and they should arrive at total.
11. The contractor will provide labour huts, drinking water, Medical facilities etc. for labors working at his own cost and keep site clean at his own cost.
12. No claim for change in plan will be entertained.
13. The contractor will make arrangement for watch men and guards etc, at his own cost.

14. All materials to be supplied by the contractor for use in the work should be got approved in writing by Engineer-in-Charge prior to use in work. All rejected materials will have to be removed from the site after rejection otherwise it may be disposed off in any way BUIDCo likes and also recover the cost of removal from contractor.
15. All work should be got approved and passed by the Engineer In Charge in writing before these are filled up and finished as the case may be.
16. After completion of the work the contractor will remove all debris at his own cost and clean up and leave the site clean and tidy.
17. Contactor should maintain a site order book at his own cost at his site of work for noting directions concerning the work which will be the property of BUIDCo and will remain with BUIDCo Office.
18. Contractor will have to make his own arrangement to carry water at his own cost to the work site.
19. All facilities for checking of works and bill will be provided by the contractor and damages in process of checking will be made good by the contractor at his cost.
20. Contractor will be held responsible for any short of accident which may occur due to mismanagement by contractor and he will be liable to pay all damages for such accidents.
21. Prescribed unit in the B.O.Q. must not be altered in any case.
22. Standard P.W.D, P.H.E.D. and Electricity specification and relevant provision of latest ISI, specification shall apply in execution of work. ISI, specification shall apply in execution of work. The written approval from the BUIDCo shall be obtained prior to execution of above materials.
23. No claim will be entertained for idle labour for any reason.
24. All expenses in laying out building or road or any structures will have to be borne by the contractor. The layout will have to done in presence of Engineer in charge or his authorized representative.
25. Qualified Engineer or overseer to the satisfaction of the Project Director BUIDCo Patna will have to be employed by the contractor for supervision of the work and for day-to-day report at his own cos
26. BUIDCo will not be responsible for loss to the contractor caused by any of the followings:
  - (a) Natural calamities.
  - (b) Loss in transit.



*ABJ*

*Ravesh.*

- (c) Loss due to act of enemies.
  - (d) Transport difficulties.
  - (e) Circumstances beyond control of the Board.
  - (f) Declaration of emergency due to any reasons.
27. The department reserves the right to increase or decrease the quantity of work at any stage of progress of work. No claim will be entertained on this score.
28. Tender should be accompanied with a statement giving the following particulars:
- (a) Name of the tendering firm.
  - (b) Address.
  - (c) Status of the firm i.e. public limited or private limited corporation or registered firm.
  - (d) Whether the firm is a registered contractor of state P.W.D. if, so authority under which registered and class of registration.
  - (e) Value of important works done in recent years from a Govt. or organization or local body.
  - (f) The tenders are to be furnished with the following particulars.

**DETAILS OF FIRM:**

- (a) Amount of paid up Capital.
  - (b) Date of registration of company.
  - (c) Name of Directors.
  - (d) Details of work of similar magnitude carried out.
29. Building under construction shall not be allowed to be owned or occupied by the contractor for keeping their labours etc. The contractor shall construct at his own cost, shed and hutments for staff and labours on their own.
30. The Defect Liability Period shall be of 12 months and shall be start from the actual date of satisfactory completion of the work. Defects pointed out during defect liability period shall be made good by the contractor at his own cost; failure to do the same, the necessary cost for making the good shall be recovered from the amount of security deposit.
31. Unless BUIDCo undertakes supply of building materials the constructor shall make his own arrangement for supply materials including cement and steel. The contractor



shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Engineer in charge shall be entitled at any time to inspect or examine all such materials and also to get the same tested. The contractor shall provide reasonable assistance for such inspection or examination and test as may be required. The cement arranged by the contractor must be of the brand such as L&T, Tata cement and A.C.C. confirming to I.S.5691976 or I.S. 4551976. Steel supplied by the contractor shall confirm to I.S. 17861979 and I.S.4321982

32. The contractor shall keep an accurate record of use of materials like cement steel used in the work in a manner prescribed by the Engineer-in-charge.
33. Department Bitumen will be issued to the contractor on proper H.R. at the prevailing rate for bonafied use in work allotted to him as per availability.
34. Materials actually consumed in the work will be calculated on the basis of approved design and specification and/ or field and laboratory test and materials received by the contractor in excess of actual consumption as determined by above methods will be charged at penal rates being twice the issue rates of the market rate plus 10% whichever is higher.

Project Director,

BUIDCo. Patna



**SECTION 3**  
**SECURITIES AND OTHER FORMS**  
**(to be filled by Bidder)**

*Ravesh.*

*Ravesh*

**PERFORMANCE BANK GUARANTEE**

To

\_\_\_\_\_ [name of Employer]

\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

*Rawesh.*

*Rawesh*

P A R T 'B'

(To be filled up by the tenderer)

1. Rate quoted by the tenderer  
..... percent  
above/below in both figures and word applicable for all items.

2. Time of completion :

3. Earnest money deposited :

4. Contractors Registration No. & date :

5. Signature and address of the tenderer :

6. N.B. : i) Special condition shall form a part of the agreement.

ii) Rates are to be quoted for complete job inclusive of all cost including that of bending and binding of rods as and when required.

iii) Tenderer are not to write any thing in part A at S1 No.1 of Part B they are required to quote their rates as single common percentage above or below the estimated rates shown in the Bill of quantity. It is obligatory on them to follow the above instructions failing which the tender shall stand disqualified and rejected.

Project Director,  
BUIDCo,  
Patna

Sold to

N/o .....  
.....  
.....

*MB*

*Ramesh*



PART - 'C' (FOR OFFICIAL USE ONLY)

1. No. of cutting :
2. No. of overwriting :
3. Quoted rate :
4. Earnest Money :
5. Time of completion :
6. No. of pages :
7. Firm registration certificate :
8. PAN/TIN certificate :
9. Proof of previous similar experiences:

*Raush*



*[Handwritten signature]*