

**BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION
LTD., PATNA**

Name of Work:

**Bid Document for Extension of Parikarma around
Bodhi Trees at Buddha Smriti Park, Patna**

SPECIAL CONDITIONS OF CONTRACT

1. Contractor shall have to furnish an up to date character certificate issued by DM/SP. Character certificate should not be more than nine month old on the date of tender. Where the tenderer is a partnership firm or a private Ltd. Company, Character verification of Managing Director will be essential from DM/SP
2. All equipment provided by the contractor shall be of proven efficacy and shall be operated and maintained at all times in a manner acceptable to the Engineer-in Charge
3. No equipment or personal will be removed from site without permission of the Engineer-in Charge.
4. Tenderer must inspect the site before filling tender.
5. Quantities mentioned in the bill of quantities may decrease/increase.
6. In case of successful tender, the amount of the earnest money will be transferred to the initial security deposit (Performance Guarantee) and balance amount will be deposited by the contractor to cover up five percent (5%) security deposit before execution of the agreement and further five (5%) security deposit (Performance Guarantee) will be deducted from each running bill.
7. No claim will be entertained for any increase in Railway freight, fluctuation of rate for labour and materials in the market if any, during the progress of work.
8. The rate to be quoted by the tenderer in terms of percentage in total estimated amount will be inclusive of all cost of materials transport charges up to the work site with loading and unloading involved at various work sites, royalty and all type of state and central taxes. The complete rate as above only will be considered by the BUIDCo.
9. Quoting rate for each item separately will be liable for rejection unless otherwise specifically asked for.
10. Conditional tender shall be outright rejected.
11. In the event of the tender being submitted by a firm it must be signed by each member or by a person holding the power of attorney authorizing him to do so. The partnership deed of the firm should be enclosed in the tender lacking which the tender will be rejected.
12. No claim shall be entertained due to rise in price of lubricants and spare parts of vehicles or in taxes by Govt. or cost of labour or any materials or other cost.
13. The condition advertised in news paper with N.I.T. will be a part of the agreement.
14. Before using the material in works, samples of material are got to be approved from BUIDCo.

15. The contractor shall have to abide by the labour Act and minimum wages Act, MVI Act forced in the area from time to time.
16. The contractor shall make adequate arrangement for the safety of the labours during executing the works. He will be responsible for accident if occurs at his works site. Adequate compensation for the same will have to be paid by him as decided by competent authority.
17. In the event of any loss of the govt. articles the value of the articles shall be recoverable from the contractor.
18. It will be the responsibility of the contractor to pay royalty of mines materials. The contractor shall submit form "M" and "N" (duly filled as per "Bihar" Mines and Mineral act 1972.)
19. The contractor shall display a signboard at work site about the work as on the format prescribed by Engineer-in- charge
20. The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology of construction of each item of work and obtain the approval of the Engineer-in-charge prior to actual commencement of work
21. In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-charge to the revised programme
22. The contractor will make his own arrangement for watchmen or guide etc.at site and no extra payment shall be made due to this item of work.
23. After completion of the work the contractor will remove all debris at his own cost and clear the site.
24. Contractor will maintain site order book at the site of work making any entry concerning the work and it will be property of the department and shall remain with the site I/C.
25. Contractor will have to make his own arrangement of water at his site, necessary for work from all lead whatsoever.
26. The department reserves the right to decrease the quantity. Payment will be made on the basis of actual measurement as per agreement rate.
27. Govt. dues against the contractor such as royalty taken and recoveries concerning to the other department or Division will be recovered from the contractors as and when required by the deptt. at prescribed rate.
28. No secured advance will be given to contractor against the materials supplied.

29. Any omission or error arising out of the slip of typing mistake or clerical error in specification, language, quantity and rate in the B.O.Q shall not have advance effect.
30. If the percentage of rate quoted by the tenderers is less by more than 15 (fifteen) % of BOQ rate (except Govt. materials if any) the tender will be declared invalid and shall be rejected forthwith.
31. The contractor should provide necessary facilities to the labourers working at the work site, labour huts, water medical aid, ration drinking water etc. and pay them according to wages act. No claim for providing such facilities for increase of labour rates, or additional labour will be entertained.
32. Contractor employing motor vehicles should conform to motor vehicle act and rules.
33. Sales tax and income tax clearance certificate are to be submitted along with the tender and sales tax, registration no. has also to be submitted otherwise the tender will be declared invalid.
34. The whole work shall be carried out strictly as per approved drawing, design and specifications as per CPWD specifications in case of difference of opinion on any issue, the practice laid down in B.I.S. specifications shall be followed.
35. The terms and conditions stated in the detailed tender documents (Detailed N.I.T, B.O.Q special conditions) etc. together with the F₂ conditions will form the basis of contract.
36. Any work should not be considered finished or final until such date as the E/I shall certify as the date on which the work is finished after rectification of defects as pointed by the E/I or his authorized agents to the satisfaction of E/I.

AGREEMENT

THIS **AGREEMENT** is made on this _____ **day of**

BY AND BETWEEN

Bihar Urban Infrastructure Development Corporation Ltd. having its Registered Office at 2ND Floor, SFC Building, Road no -2 ,daroga Rai Path, R. Block, Patna-1, 800001, Bihar, India, hereinafter referred to as "**BUIDCo**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-business and assigns) of the One Part.

AND

....., a Company incorporated under the Companies Act, 1956 and having its Registered office at, hereinafter referred to as Firm (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-business and assigns) of Other Part

WHEREAS

- (1) **BUIDCo** had issued a Notice Inviting Tender No..... dated for extension of parikrama around Bodhi tree at Buddha Smriti Park, Patna

- (2) Pursuant to acceptance of the offer of **Firm** by **BUIDCo** after comparing Firm's bid with other bidders, **BUIDCo** has issued Letter of Award vide ref. no. dated and **Firm** has acknowledged the letter.

- (3) The parties are hereby recording the terms and conditions of the performance of various obligation by this Agreement.

WHEREBY IT IS UNDERSTOOD, AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES hereto that Firm carry out the work Buddha Smriti Park, Patna as per the details mentioned in the below listed documents that form an integral part of this agreement:

- a) Notice Inviting Tender and the Tender Document along with the Conditions of Contract
- b) Bill of Quantity along with the rate quoted by the Bidder
- c) Letter of Award vide ref. no. dated

1. The location for the works will be at the site premises of Buddha Smriti Park, Frazer Road, Patna (hereinafter referred to as "**Location**").

2. Scope of firm

The Firm shall carry out the work as per Bill of quantities and as per direction of E/I.

3. Contract Value

The net contract value is **Rs..... (Rupeesonly)** which is inclusive of all taxes, duties, transportation/installation charges, royalty and any other charges etc associated for the said work.

4. Payment Terms

BUIDCo will pay to **Firm** as per the terms mentioned in the Letter of Award.

5. Definition of Satisfactory Completion of Project

The works shall be declared complete by the Engineer-in-Charge after complete supervision of the work progress and thereafter successful completion on site.

6. No escalation in rates on any account shall be allowed in this contract.

7. This agreement shall be valid from the date mentioned herein above till the date 90 days from signing of this agreement.

8. Any alteration, addition, substitution, extension or modification in the contract, if required, shall be carried out in writing by exchange of letters, which must be accepted by both the parties

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in two counterparts) the day and year first hereinabove written.

STAMPED by the said Bihar Urban Infrastructure Development Corporation Ltd. and signed by its _____, Mr. _____ at Patna.

STAMPED by the said Firm and signed by its _____, Mr. _____ at Patna.

Witness:

Name: _____

Address: _____

Signature: _____

Witness:

Name: _____

Address: _____

Signature: _____

Date: The _____ day of _____, Two Thousand and _____

Venue: Patna