

NIT No: *BSCL/Modernisation of School (Phase-II)/2022/69*

Date: *05/03/2022*

## Notice Inviting Short Term E-Tender

**Work Descriptions:** Request for Proposal (RFP) for Modernisation of School (Phase-II), Bhagalpur including with maintenance for five (5) years under Smart City Mission on Item Rate basis.

Estimated Cost (In Rs.): 3,83,08,118/- (Three Crore Eighty-Three Lakh Eight Thousand One Hundred and Eighteen Rupees only) inclusive of all taxes and GST.

Tender Processing Fee: As per e-proc norms <https://www.eproc2.bihar.gov.in>

Tender Documents fee (In Rs.): 10,000/- (Ten thousand Rupees only).

Earnest Money Deposit (In Rs.): 7,67,000 /- (Seven Lakh Sixty-Seven Thousand Rupees only).

### Tender Schedule:

Sr. No.	Activity	Date and Time
1	Bid Submission Due Date <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a>	25-03-2022 11:00PM
2	Bid Open Date <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a>	26-03-2022 04:30PM
3	Submission end date of hard copy/ Physical documents mentioned in RFP. Address: Chief Executive Officer, Bhagalpur Smart City Limited, Swami Vivekanand Path, Near Ghuran Peer Baba Chowk, Bhagalpur – 812001.	26-03-2022 03:30PM
4	Prebid Meeting Start Date. Venue Details: Conference Hall, Bhagalpur Smart City Limited.	10-03-2022 11:45AM
5	Prebid Meeting End Date.	10-03-2022 01:00 PM
6	Prebid Query Submission end date and time. Email: <a href="mailto:info@smartcitybhagalpur.org">info@smartcitybhagalpur.org</a>	10-03-2022 10:00AM

**Note:** NIT, RFP, Corrigendum (if any) etc. are also available on Company website <http://www.smartcitybhagalpur.org> for reference purposes only.

  
**Managing Director cum CEO,**  
Bhagalpur Smart City Limited.



+

**Request for Proposal (RFP)**

**For**

**Modernisation of Schools (Phase-II)**

**Under**

**SMART CITY MISSION (SCM) ON ITEM RATE CONTRACT  
in Bhagalpur, Bihar.**

**Issued By:  
Managing Director cum Chief  
Executive Officer(CEO),  
Bhagalpur Smart City Limited,  
Bhagalpur, Bihar.**

## **DISCLAIMER**

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bhagalpur Smart City Limited (here forth referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the bidder (consultant/contractor/developer/manufacture/supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSCL and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The BSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. The BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSCL or any other costs incurred in connection with or relating to its Proposal.

All such costs and expenses will remain with the bidder and the BSCL shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Sd/

**Managing Director cum Chief Executive Officer (CEO),**  
Bhagalpur Smart City Limited,  
Bhagalpur, Bihar.

**INSTRUCTIONS TO BIDDERS  
AND  
QUALIFICATION INFORMATION**

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**VOLUME - I**

**SECTION-1**

**INVITATION FOR BID (IFB)**

NIT No:		BSCL/Modernisation of Schools (Phase-II)/2022/.....
1.	(a) Name of the work	Modernisation of Schools (Phase-II) under Smart City Mission (SCM) on Item Rate Contract.
	(b) Scope of Work	<ol style="list-style-type: none"> <li>1) Repairing of Existing Buildings</li> <li>2) Middle Section Building</li> <li>3) Toilet Block</li> <li>4) Drain</li> <li>5) Guard Room</li> <li>6) Cycle Stand</li> <li>7) Sanitary &amp; Plumbing works</li> <li>8) Rain Water Harvesting</li> <li>9) Fire Fighting</li> <li>10) Landscaping</li> <li>11) Gate</li> <li>12) Furniture &amp; Accessories</li> <li>13) Electrical and Electronics work</li> <li>14) CCTV and Intercom</li> </ol> <p>For detailed Architectural &amp; Structural design and drawings, Electrical &amp; Plumbing layout plans, working drawings and other concerned design and execution drawings please refer to Volume IV, Section 11, Drawings.</p> <p><b>Operation &amp; Maintenance period:</b></p> <p>Operation &amp; Maintenance of 5 (five) years which is 10% of Quoted value and it will be deducted from each and every RA Bill in proportionate way and release during O&amp;M period as per schedule.</p> <p><u>The Broad Scope of services required as below: -</u></p> <ol style="list-style-type: none"> <li>a. Operation and Maintenance of all equipment's,</li> <li>b. Housekeeping and Sanitation services,</li> <li>c. Horticulture and Plantation,</li> <li>d. Collection and disposal of waste to nearest Municipal collection center.</li> <li>e. Pest control as appropriate,</li> <li>f. Yearly painting of building premises,</li> <li>g. Maintaining a high standard of cleanliness and hygiene in the school.</li> <li>h. Carrying out periodic preventive maintenance of the</li> </ol>



		<p>School Infrastructure</p> <p>i. Undertaking routine maintenance including prompt repairs of the school infrastructure</p> <p>j. Undertaking major maintenance such as renovation of the school infrastructure, repair or replacement of furniture, teaching aids, equipment and other facilities and amenities of the school.</p> <p>k. Maintaining the class rooms, laboratories, library and other facilities and amenities in the school in accordance with the provisions of this Agreement.</p>
2.	Mode of Bid Submission	e-tendering ( <a href="http://www.eproc2.bihar.gov.in">http://www.eproc2.bihar.gov.in</a> )
3.	Estimated Cost (Rs.)	<b>Rs.37873266/- (Rupees Three Crore Seventy Eight Lakh Seventy Three Thousand Two Hundred Sixty Six only)</b>
4.	Online Tender Fee	<a href="https://www.eproc2.bihar.gov.in/">https://www.eproc2.bihar.gov.in/</a>
5.	EMD/Bid Security	As per NIT. (The EMD / Bid Security should be submitted through Internet Payment Gateway (IPG) / Challan / Bank Guarantee. Bank Guarantee shall be drawn in favour of “Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited”.)
6.	Tender Document Fee	As per NIT
7.	Date / Time of Publication of Tender on e-Proc Website	As per NIT
8.	Last Date / Time for Bid Submission	As per NIT
9.	Last Date/Time of Submission of Tender Fee & EMD	As per NIT
10.	Date of Bid Opening	As per NIT
11.	Bid Submission Address	Bhagalpur Smart City Limited, Municipal Corporation, Court Compound, Bhagalpur – 812001

**Note: Only e-Tenders shall be accepted.**

Further details are available on Bihar Government e-Procurement website and select Bhagalpur Smart City and can be seen on the website <http://www.eproc2.bihar.gov.in>

Sd/-

**Managing Director cum  
Chief Executive Officer,**  
Bhagalpur Smart City Limited,

**Instructions to Bidders for Online Submission of Bids**

Detailed instructions & documents to be furnished for online bidding:

1. Guidelines for online submission of bids can be downloaded from the website <http://www.eproc2.bihar.gov.in>
2. Bidders in order to participate in the online bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. This Certificate will be

- required for digitally signing the bid. Bidders can get the above-mentioned digital signature certificate from any vendor approved by Controller of Certifying Authorities (CCA). Bidders, who already possess valid Digital Signature Certificates, need not procure new Digital Signature Certificate.
3. Bidders should submit their bids online in electronic format with digital signature. Bids without Digital Signature will not be accepted. No proposal will be accepted in physical form.
  4. Bids will be opened online as per time schedule mentioned in the Invitation for Bids (IFB).
  5. Bidders should be ready with the scanned copies of cost of documents & bid security as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
  6. Bidders should produce original Demand Draft/Bank Guarantee towards tender fee & bid security as mentioned in the Invitation for Bids (IFB) to the BSCL, Bhagalpur office during the period & time as mentioned in the IFB, failing which bid will not be accepted. The details of cost of documents, bid security specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.
  7. The Department will not be responsible for delay in online submission of bids due to any reason, whatsoever.
  8. All required information for bid must be filled and submitted online.
  9. Other details can be seen in the bid documents.
  10. Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the (Standard Bidding Document) SBD is acceptable.
  11. Details of documents to be furnished for online bidding:  
(Scanned copies of the following documents to be up-loaded in pdf format on the website <https://www.eproc2.bihar.gov.in> in technical bid folder).
    - i. Tender fee as per e-proc.
    - ii. Bid security (Bank Guarantee) in the form specified in Section-10 of RFP.
    - iii. Qualification information and supporting documents, as specified in Section-3 of RFP.
    - iv. Certificates, undertakings, affidavits as specified in Section-3 of RFP.
    - v. Any other information pursuant to Clause-4.3 of Section-2 ITB.
    - vi. Undertakings that the bid shall remain valid for the period specified in Clause-15.1 of Section-2 ITB.
  12. Scanned copies of the following documents are required to be uploaded on the website <http://www.eproc2.bihar.gov.in> in financial bid folder:

- i. Form of bid as specified in Section-8 of RFP in pdf format.
  - ii. Duly filled Price Bid.
13. Uploaded documents of successful bidder will be verified with the original before signing of the agreement. The successful bidder should provide the originals to the concerned authority on receipt of such a letter in this regard, which will be sent through registered post or speed post or by e-mail or delivered by hand.
14. Each uploading shall be digitally signed by the bidder.
15. For rates quoted below the estimated cost, additional performance guarantee shall be deposited by the tenderer as per conditions of bid document and government circulars at the time of agreement.

Sd/-  
**Managing Director cum**  
**Chief Executive Officer**  
Bhagalpur Smart City Limited,  
Bhagalpur, Bihar.

**INVITATION FOR BID (IFB)**  
**NATIONAL COMPETITIVE BIDDING**

**NIT No. BSCL/Modernisation of Schools (Phase-II)/2022/....(1<sup>st</sup> call)**

**Date: 01/02/2022**

The undersigned, on behalf of the BSCL, Bhagalpur, in Technical bid(Part -I) and Financial bids(Part – II) invites Item rate bids for the work mentioned in table below through e-Procurement from eligible and approved Contractors, registered in appropriate class with Central/State Govt. Departments/CPSU/CPSE/State PSU's/Autonomous Bodies, Govt. of Bihar/Govt. of India or an entity incorporated under Indian Companies act or any appropriate law engaged in the construction of Buildings or any public sector undertaking either of central govt. or of state govt. engaged in construction activities specially Buildings can also participate but registration with concerned works department will be essential within a period of two months from issue of L.O.A. The bid shall be submitted online in the website <http://www.eproc2.bihar.gov.in>. The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate:

Sl. No.	Name of the work	Estimated Cost (Rs.) Inclusive of all taxes and GST.	Bid Security* (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5	6
1	Modernisation of Schools (Phase-II) under Smart City Mission (SCM) on Item Rate Contract in Bhagalpur, Bihar	Rs.37873266/- (Rupees Three Crore Seventy Eight Lakh Seventy Three Thousand Two Hundred Sixty Six only)	As per NIT	As per NIT	12 Months

Note: Updated estimate cost and earnest money should be taken as mentioned in the website.

**Scope of work:**

Modernisation of Schools (Phase-II) under Smart City Mission (SCM) on Item Rate Contract in Bhagalpur, Bihar includes the following:

- 1) Repairing of Existing Buildings
- 2) Middle Section Building
- 3) Toilet Block
- 4) Drain
- 5) Guard Room
- 6) Cycle Stand
- 7) Sanitary & Plumbing works
- 8) Rain Water Harvesting
- 9) Electrical works
- 10) Fire Fighting
- 11) Landscaping
- 12) Gate
- 13) Furniture & Accessories
- 14) CCTV and Intercom

Note: -

1. Operation & Maintenance Running Account Bill will be paid after verification and duly certification by Authority Engineer/Engineer in Charge.
2. GST@18% and Labour Cess @1% is included in the BOQ.
3. Other Details can be seen in the bidding documents.

For detailed Architectural & Structural design and drawings, Electrical & Plumbing layout plans, working drawings and other concerned design and execution drawings please refer to Volume IV, Section 11, Drawings.

## **1.0 INTRODUCTION**

### **1.1 About BSCL**

Bhagalpur Smart City Limited (BSCL) is the special purpose vehicle created under the Bhagalpur Municipal Corporation to deliver several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.

### **1.2 Introduction to Bhagalpur Smart City Project**

The Ministry of Housing and Urban Affairs (MoHUA), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which selected cities will be developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission is an urban renewal and retrofitting programme by the Government of India with a mission to develop 100 cities all over the country making them citizen friendly, sustainable and investment destination. Under the Smart City Scheme, Government has emphasized to improve the basic civic amenities of the cities on one hand and the provision of modern technological advances for ease of living on the other hand.

The Smart City Proposal for Bhagalpur envisions to implementing a number of projects categorized into Area Based Development (ABD) projects and Pan City components. The ABD projects focuses on physical infrastructure components, where as the Pan City components focuses on the ICT interventions in the city. To achieve Bhagalpur's vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by city stakeholders during the consultative process and practical feasibility, the main project umbrella initiatives shortlisted are:

- SUSHAASIT BHAGALPUR (Smart and Quality Governance)
- SAMRUDH BHAGALPUR (Promoting Tourism in Silk City of India)
- GATIMAAN BHAGALPUR (Enhanced public transport)
- SUDRID BHAGALPUR (A well-functioning, smart, and efficient city)
- SARVABHOUMIKVIKAS (Socially Inclusive Growth)

To bridge the gap and provide a society in line with the vision of inclusive growth the Smart City mission has been launched in India. The purpose of the Smart Cities Mission is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing technology, especially technology that leads to Smart outcomes. Area based development will transform existing areas (retrofitting and redevelopment), including slums into better planned ones, thereby improving livability of the whole City. New areas (Greenfield) will be developed around city to accommodate the expanding population in urban areas. Pan-city development is oriented towards application of selected Smart Solutions to the existing city-wide infrastructure. Application of Smart Solutions will involve the use of technology, information and data to make infrastructure and services better and befitting with demand coming up in the next decades.

### **SUSHAASIT BHAGALPUR**

Bhagalpur Municipal Corporation recognizes the importance of addressing the needs of a growing population and an expanding city. It would strive to make Bhagalpur ‘a city for people’ where continuous engagement of local government with citizens is institutionalized in the decision-making architecture. It would provide safe, accessible, and lively public spaces the city living experience and the river bank. Bhagalpur Municipal Corporation is committed to excellence in every sector, providing its staff opportunities of growth by learning and adopting state of the art technologies and methods to better their performance in every way. Its goal is to become financially self-sufficient and sustainable moving towards increased private investments and partnerships.

### **SAMRUDH BHAGALPUR**

Promoting Tourism in Silk City of India: A historically and culturally significant city with ever- growing number of visitors, Bhagalpur Municipal Corporation is committed to preserve and promote its multi-faceted built heritage ranging from ancient Hindu rock-cut sculptures to Jain pilgrimage sites to archaeological remains of one of the biggest universities of Buddhist times to architecture from Mughal and British periods. Bhagalpur’s identity and image as a culturally and historically significant place will be promoted on regional, national and international level. The city will support regular religious festivals and celebrations and also design new city level events for residents and tourists. Bhagalpur will be the most visited place in Bihar in the years to come.

### **GATIMAAN BHAGALPUR**

A well-connected city with enhanced public transport, BMC will develop multi-modal transport system and provide more intra and inter-city roadways and buses to ease people’s arrival to the city. It will improve vehicular movement and decongest roads. It will encourage NMT and pedestrian safety. Intelligent Transport System to be adopted to improve mobility especially of public transport and IPT. The city will have greens links connecting places of different land use to enhance walkability.

### **SUDRID BHAGALPUR**

A well-functioning, smart, and efficient city: Bhagalpur Municipal Corporation recognizes the current gaps in services especially Water supply, sanitation, SWM, and public transport. For a smoothly functioning city, new technology and ICT will be adopted. The power infrastructure will be robust and promote energy efficiency and use of renewable energy. The sub-goals are –

- (i) Bhagalpur will not stop moving due to traffic jams;
- (ii) Every resident and visitor to Bhagalpur will have access to clean drinking water;
- (iii) All streets will be clean and municipal waste will be treated and disposed scientifically;
- (iv) Every household will be connected to a functional sanitation system;
- (v) City will have Robust IT enabled infrastructure;
- (vi) All power cables to be underground.



### **SARVABHOUMIK VIKAS**

Socially Inclusive Growth: Bhagalpur will be more sensitive towards social infrastructure by improving quality of Health, Education, and Safety. All sections of society of Bhagalpur especially the old, children and differently-able will be taken care of in design and development of projects. The city will put in efforts to alleviate urban poverty and increase livelihood opportunities. The city will provide livable conditions for slum dwellers by up gradation of physical infrastructure. The informal sector will be regularized by providing basic infrastructure and facilities and formal vending zones.

2. Period of availability of tenders online/date & time of bidding on-line/last date of seeking clarification/date of opening of tender papers are as given below–

Sl. No.	Issuing Authority	Place of Opening	Availability of tender on- line for bidding		Date & Time of opening of technical bid
			From	To	
1	2	3	4	5	6
1	Managing Director cum Chief Executive Officer (CEO),	Bhagalpur Smart City Limited, Municipal Corporation, Court Compound, Bhagalpur -812001	As per NIT	As per NIT	As per NIT

3. Cost of bidding document which is non-refundable, shall be paid through **Internet Payment Gateway (IPG) / Challan.**
4. Bids must be accompanied by Security amount specified for the work in the table, payable at Bhagalpur and drawn in favour of “Chief Executive Officer”, Bhagalpur Smart City Limited. Bid Security will have to be in anyone of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
5. Cost of Bid Security shall be deposited in the office of the Managing Director cum Chief Executive Officer, BSCL, Municipal Corporation, Court compound, Bhagalpur, Bihar - 812001, on the time & date mentioned as per NIT/Corrigendum by post / hand. Only those applications will be entertained whose bid security is received on or before time & date mentioned as per NIT/Corrigendum. BSCL will not be held responsible for postal delay, if any, in the delivery of the document or non-receipt of the same in BSCL.
6. Tenderer(s) shall upload scanned copy in pdf format/Digitally Signed copy of his/her Valid DD, Bid Security, Credit Facility, GST, PAN, Five Years Audited Turnover, Five Years Income Tax Return, Work Experience, Partnership Deed or Article of Association / Memorandum, Undertakings, Affidavits, Power of Attorney, Undertaking & Solvency Certificate failing which the bid shall be rejected.
7. EPF, ESI & Labour license registration/undertaking in case award of work.
8. Uploaded documents of successful bidder will be verified with the original before

signing the agreement. The successful bidder has to provide the originals to the concerned authority on receipt of such a letter, which can be sent through registered post or speed post or can be delivered by hand or email.

9. Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above-mentioned digital Signature certificate from any approved vendors (CCA). Bidders, who already possess valid Digital Certificates, need not procure new Digital Certificate.
10. Bidders have to submit their bid online in electronic format with Digital Signature. Bids without Digital Signature will not be accepted.
11. The work shall have to be completed in time, failing which penalty for non-completion of work in time shall be imposed, as stated in the Bid Document. Please note that there is a provision of Bonus for early completion of work.
12. Bidders who have rescinded work in any department/PSU shall not be eligible to participate in the bidding process.
13. Bidders shall provide their Banker's contact details, so that BSCL can contact the Bank, if required.
14. If any work is awarded to a bidder after submission of bid to BSCL, his bid capacity shall be reduced by that bid amount as indicated in Para 1.4 of Qualification Information & Other Forms (Section-3 of ITB).
15. Successful bidder shall have to take all necessary approvals and clearances from the competent authority such as Ministry of Environment and Forest (MoEF)/ Central Pollution Control Board/ State Pollution Control Board etc.
16. Deleted.
17. Other details can be seen in the bidding documents.

Sd/-  
**Managing Director cum Chief  
Executive Officer (CEO),  
Bhagalpur Smart City Limited,  
Bhagalpur, Bihar.**

**SECTION-2**

**INSTRUCTIONS TO BIDDERS**

**(ITB)**

## Instructions to Bidders

Sr. No.	Clause
<b>A.</b>	<b>General</b>
1	Scope of Bid
2	Source of Funds
3	Eligible Bidders
4	Qualification of Bidder
5	One Bid per Bidder
6	Cost of Bidding
7	Site visit
<b>B.</b>	<b>Bidding Documents</b>
8	Content of Bidding Documents
9	Clarification of Bidding
10	Amendment of Bidding Documents
<b>C.</b>	<b>Preparation of Bids</b>
11	Language of Bid
12	Documents Comprising the Bid
13	Bid Prices all bids
14	Currencies of Bid and Payment
15	Bid Validity
16	Bid Security
17	Alternative Proposals by Bidders
18	Format and Signing of Bid
<b>D.</b>	<b>Submission of Bids</b>
19	Method of Submission
20	Deadline of Submission of Bids
21	Late Bids
22	Modification and Withdrawal of Bids
<b>E.</b>	<b>Bid Opening and Evaluation</b>
23	Bid Opening & Evaluation of Bids
24	Process to be Confidential
25	Clarification of Financial Bids
26	Examination of Bids and Determination of Responsiveness
27	Correction of Errors
28	Evaluation and Comparison of Financial Bids
<b>F.</b>	<b>Award of Contract</b>
29	Award Criteria
30	Employer's right to Accept any Bid and reject any Bid
31	Notification of Award and Signing of Agreement
32	Performance Security
33	Advance Payment and Security
34	Corrupt of Fraudulent Practices
35	Dispute Resolution

## **A. GENERAL**

### **1. Scope of Bid**

- 1.1 The Employer (named in appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in IFB. The bidders need/may to submit bids for entire work detailed in the table given in IFB. (The bidder may submit bids for any or all the works detailed in the table given in IFB)
- 1.2 In this project, the estimated cost of the project is given in the documents and bidders should submit their bid amount with regard to the entire work as per the scope as indicated above complete in all respect internal and external finish etc., approval of the same from competent authorities (BSCL). This is not in the SBD and approval has no relevance here.
- 1.3 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.4 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bidding/tendering, etc.) are synonymous.

### **2. Source of Funds**

The expenditure on this project will be met from fund allocated to Bhagalpur Smart City Limited from Govt. of Bihar & Govt. of India under Smart City Mission.

### **3. Eligible Bidders**

- 3.1 This invitation for Bids is open to all bidders as mentioned in IFB.
- 3.2 All bidders shall provide in Section-3, Forms of Bid and Qualification Information, a statement in para 1.12, that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant, Engineer in charge or any other entity that has prepared the tender design, specifications and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

### **4. Qualification of the Bidder**

- 4.1 All bidders shall provide in Section-3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule as necessary. The proposed methodology should include programme of construction duly supported with quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2 Deleted.

**4.3** All bidders shall include the following information and documents with their bids in Section-3:

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b) Total monetary value of construction work performed for each of the last five years.
- c) Major items of construction equipment proposed to carry out the Contract (attached Annexure-I)
- d) Qualifications and experience of key site management and technical personal proposed for Contract (attached Annexure-II)
- e) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- f) Evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the approved Bankers (not more than 03 months old).
- g) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work.
- h) Authority to seek references from the Bidders' bankers;
- i) Self-attested copy of information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties' concerned, and disputed amount;
- j) Proposals for sub-contracting components of the works amounting to more than 10 percent of the Bid Price shall not be permitted, except for specialized nature of work in which new emerging engineering methodology is proposed to be used with the prior approval of implementing agency. Use of such new technologies should be indicated while submitting the bid.
- k) The proposed work programme and methodology of construction & Operation And maintenance for five years, backed with equipment planning & deployment, duly supported with broad calculation required to be furnished, quality control procedures proposed to be adopted, justifying their capability of supply, installation and commissioning of the work as per scope within the stipulated period of completion as per milestones.
- l) Any bidder debarred from work or blacklisted from any Govt/Semi Govt./Central PSU/State PSU will not be allowed to participate in this tender.

**4.4** Joint ventures are not acceptable.

**4.4.1** Bidder must demonstrate: -

- (i) Availability of equipment for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB.
- (ii) Availability of technical personnel for construction work as stated in the Appendix to ITB.
- (iii) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB.

(iv) The bidder must not have in his employment:

(a) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons. The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: JE/AE/EE/SE/CE/E-in-C & Divisional Accountant of any works department of Bihar State.

(b) Without Government permission, any person who retired as gazette officer within the last two years of the rank and from the departments. The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments: JE/AE/EE/SE/CE/E-in-C & Divisional Accountant of any works department of Bihar State. In case there is no such person in his employment, his affidavit should clearly state this fact.

**4.4.2** To qualify for a contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contract.

**4.4.3** Sub-Contractor's (duly authorized) experience and resources shall be taken into account in determining the bidder's compliance with the qualifying criteria. The sub contractor's role may be verified by the employer.

**4.5 A. To qualify for award of the contract, each bidder in its name must have in the last five years as referred to in Appendix.**

a) The contractor/firm must have achieved a minimum annual financial turnover equal to 50% of estimated cost in any one financial year during last five completed financial years (from 2015-16 to 2019-20).

b) The contractor/firm must have satisfactorily completed as a prime contractor (or as a nominated sub contractor involved execution of all main item of works described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than 80% of estimated cost or two similar completed work costing not less than amount equal to 40% each of the estimated cost during last five completed financial years between 2016-17 to 2020-21 (work of 90% or more of contract value executed will be taken as completed work).

The sole contractor/firm must have experience in similar work means: -

**Construction of Buildings**

**OR**

**The contractor /firm should have executed construction of Buildings in govt or PSU sector in any one year from last five financial year, the executed minimum quantities of the following items of work as indicated below:**

<b>1. Cement Concrete work (RCC.)</b>	<b>400 Cum</b>
<b>2. Brickwork</b>	<b>380 Cum</b>
<b>3. Cost of Electrical works</b>	<b>Rs.24.50 Lakh</b>
<b>4. Cost of Plumbing in Building works</b>	<b>Rs.14.60 Lakh</b>

Even though the bidder meets the above qualifying criteria, he is subject to be disqualified, if he has made a misleading or false representation(s) in the forms, statements and attachments in proof of the qualifying requirements.

- c) The contractor or his identified sub-contractor should possess required valid electrical licenses for executing the electrification works.
- d) The contractor or his identified sub-contractor should have executed any water supply/sanitary Engineering works.
- e) If the work is of specialized nature of work or if a new type of Engineering methodology is proposed to be adopted, the contractor or his identified sub- contractor or Experienced Vendor of that particular field shall produce Experience Certificate for executing the similar nature of work for the minimum amount as indicated in Appendix to ITB in any one year.

**B. Each bidder should further demonstrate:**

- a) availability (either owned or by procurement against mobilization advances) of the key and critical equipment for this work given in Annexure-I of Section-2 which indicated the studies, carried out by client equipment to attain the completion of works in accordance with the prescribed work schedule.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed planning and methodology as per their experience provided in clause 4.3(C) above in order to allow the employer to review their proposals. The numbers, types and capacities of each equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

- b) Availability of personnel/ service engineer for this work with adequate experience as required; as per Annexure-II of Section-2.
- c) Liquid assets and/or availability of credit facilities of no less than amount indicated in para 5 of Appendix to ITB (Section-2) (credit lines/letter of credit/certificates from Banks for meeting the funds requirements etc.-usually the equivalent of the estimated cash flow for 03 months in peak construction period.)

**C. Deleted**

- 4.6** Sub Contractor experience and resources will not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 A above.
- 4.7** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:



$$\text{Available Bid capacity} = (A * N * 3 - B)$$

Where,

A = Maximum value of civil engineering construction work in any one year during the last five financial years between 2016-17 to 2020-21 (updated to the price level of the year indicated in para – 15 of Appendix to ITB) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited up to two places of decimals.

B = Value (updated to the price level of the year as indicated in para- 15 of Appendix to ITB) of existing commitments and ongoing works to be completed during the next 21 months.

**Note:**

1. The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of Executive Engineer or equivalent.
2. Escalation factor (for computing common base value for works completed and annual financial turnover) is given in para-15 of Appendix to ITB.

**4.8** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and couldnot furnish rational justification to the employer.

**5. One Bid per Bidder**

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

**6. Cost of Bidding**

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

## **7. Site Visit**

- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and ring into a contract for (construction of works) supply, installation, testing, commissioning and operation & maintenance of the works. The costs of visiting the Site shall be at the Bidder's own expense.

## **7.2 General Terms and Conditions for E-tendering:**

- a) The detail tender notice and Tender Document can be seen on website: <https://www.eproc2.bihar.gov.in> and downloaded online from the Portal: <https://www.eproc2.bihar.gov.in> by the Firms / Individual registered on the Portal.
- b) As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
- c) The payment for Tender Document Fee shall be made by the bidder in the mode of Internet Payment Gateway (IPG) / Challan only.
- d) The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
- e) If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
- f) The offer will remain valid up to 180 days from the due date of submission of tenders.
- g) Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months.

Sd/-

**Managing Director cum Chief Executive Officer**  
Bhagalpur Smart City Limited,  
Bhagalpur, Bihar

## **B. BIDDING DOCUMENTS**

### **8. Content of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

<b>Section</b>	<b>Particulars</b>	<b>Volume No.</b>
1	Invitation for Bids (IFB) including Instructions to Bidders for Online Submission of Bids	I
2	Instructions to Bidders	
3	Qualification Information and other forms	
4	General Conditions of contract	
5	Special Conditions of Contract & Additional Conditions of Contract	
6	Contract Data	
7	Technical Specifications	II
8	Form of bid	III
9	Price Bid	
10	Securities and other forms	
11	Drawings	IV
12	Documents to be furnished by bidder	V

8.2 Documents to be furnished by the bidder in compliance to Section-2 will be prepared by him in two parts viz Part 1 – Technical Bid, Part 2- Financial Bid and furnished as Volume- V in two parts (refer clause 12).

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms / terms, technical specifications, price bid form, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

### **9. Clarification of Bidding Documents**

#### **9.1 Clarification of Bidding Refer to sub-Clause 9.2 of ITB**

#### **9.2 Pre-bid meeting**

9.2.1 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 mentioned in NIT.

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

9.2.3 The bidder may request a clarification on any clause of the RFP documents up to the Pre-bid query submission date and time indicated in the NIT. Clarification should be submitted in the following table in excel format otherwise the queries shall not be entertained:

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries/ Suggestions

9.2.4 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 will be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

#### **10. Amendment of Bidding Documents**

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda/corrigenda.

10.2 Any addendum/corrigendum thus issued shall form part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.

10.3 To give prospective bidders reasonable time to take appropriate action in accordance to the addendum/corrigendum while preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## **C. PREPARATION OF BIDS**

### **11. Language of the Bid**

11.1 All documents relating to the bid shall be in English language.

### **12. Documents Comprising the Bid**

12.1 The bid to be submitted by the bidder will be as Volume-V of the bid document (refer Clause 8.1) and shall be in two separate parts viz part I and part II detailed below:

#### **Part I shall be “Technical Bid” and shall comprise**

- i. Bid security (Bank Guarantee etc.) in the form specified in Section-10.
- ii. Qualification Information and supporting documents as specified in Section-3.
- iii. Certificates, undertaking, affidavits as specified in Section-3.
- iv. Any other information pursuant to Clause 4.3 of these instructions.
- v. Undertakings that the bid shall remain valid for the period specified in Clause 15.1 of Section-2.
- vi. An affidavit affirming the information has been furnished in the bidding documents is correct to the best of his knowledge and belief.

#### **Part II shall be “Financial Bid” and shall comprise**

- vii. Form of Bid as specified in Section-8.
  - viii. Price Bid as specified in Section-9.
- 12.2 Priced Bid for whole work as specified in Section-9, read together with clause 19. The bidder shall submit bid online in the correct slot prescribed in the e-Procurement website by using digital signature.
- 12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

<b>Section</b>	<b>Particulars</b>		<b>Volume No.</b>
1.	Invitation for Bids (IFB)		<b>I</b>
2.	Instructions to Bidders		
3.	Qualification Information and other forms		
4&5.	Conditions of Contract (General and Special Conditions of Contract)		
6.	Contract Data		
7.	Technical Specifications		<b>II</b>
8.	Form of Bid		<b>III</b>
9.	Price Bid		
10.	Securities and other forms		
11.	Drawings		<b>IV</b>
12.	Documents to be furnished by bidder		<b>V</b>

- 12.4 Bidders have to submit their bids as per below instructions otherwise it may result in the rejection of the Bid:

Name of Documents	Content	Mode of Submission
Bid Security/ Earnest Money Deposit (EMD)	Bid Security/Earnest Money Deposit (EMD) receipt in Original.	Both Online and Hard Copy
All Declarations / Affidavit / Agreements / Authorization	All Declarations / Affidavit / Agreements / Authorization in Original.	Online Only
Qualification Bid	All the documents for Submission of the Qualification Bid, its sub sections and any other applicable documents as per RFP.	Online Only
Technical Bid	All the documents for Submission of the Technical Bid, its sub sections and any other applicable documents as per RFP.	Online only
Financial Bid	All the formats for Submission of the Commercial Bid, its sub sections and any other applicable documents as per RFP.	Online Only

### 13. Bid Prices

- 13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 of ITB and table given in IFB (Section-1) as per the price bid.
- 13.2 The bidder shall fill in rates both in figure and words for all items of the works described in bill of quantity along with total bid price both in figures and words. Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in bill of quantities. In case of any difference, the rate quoted in words will be taken as the quoted rate.
- 13.3 All duties, taxes including GST payable by the contractor under the contract, or for any other cause shall be included in Bid Price submitted by the Bidder.
- 13.4 The prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provision of Clause 17.17 general condition of contract shall not be changed up to 10 % variation of quantity and beyond that contractor may claim for extra item as this is an item rate contract to be completed in a time bound manner.
- 13.5 Bid Price submitted by the Bidder shall include **Operation & Maintenance of 5 (five) years which is 10% of Quoted value and it will be deducted from each and every**

**RA Bill in proportionate way and release during O&M period as per schedule.**

- 13.6 The rate quoted by bidder are inclusive of all cost, carriage of material, royalty & other taxes in Price Bid. No extra payment should be made.

**14. Currencies of Bid and Payment**

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

**15. Bid Validity**

- 15.1 Bids shall remain valid for a period not less than 180 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to clause 12.1(indicated as sl. no v of Part 1- Technical Bid) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause-16 in all respects.
- 15.3 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

**16. Bid Security**

The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favor of Employer as named in Appendix and may be in one of the following forms:  
Internet Payment Gateway (IPG) / Challan / Bank Guarantee / Bank Guarantee from any from any Scheduled Indian Bank from any of the branches Nationalized / Scheduled Bank situated **within the territory of India** in the form given in Section-09.

- 16.1 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall **be valid for 45 days beyond the validity of the bids.**
- 16.2 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses-16.1 and 16.2 above shall be rejected by the Employer as non- responsive.
- 16.3 The Bid security of unsuccessful bidders will be returned within 30 days of the end validity period specified in sub-Clause 15.1.
- 16.4 The Bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.5 The Bid security may be forfeited.
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
  - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i) sign the Agreement; or

- ii) Furnish the required Performance Security.

**17. Alternative Proposals by Bidders**

- 17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. **Conditional offer or alternative offers will not be considered further in the process of tender evaluation.**

**18. Format and Signing of Bid**

- 18.1 The bidder shall submit the bids as per “Instructions to Bidders for Online Submission of Bids”.
- 18.2 Instruction to Bidders to be followed. Bids submitted online should be digitally signed by the bidder.
- 18.3 Bidders shall follow the Method of submission of bid as mentioned in Instruction to Bidders and Instructions to Bidders for Online Submission of Bids.

**D. SUBMISSION OF BIDS**

**19. Method of Submission**

- 19.1.1 Bidders shall follow the Method of submission as per Instructions to Bidders for Online Submission of Bids given in Section-1 (IFB) in so far this bid is considered whose identification is given in item no. 10 Appendix to ITB.

**20. Deadline for Submission of the Bids**

- 20.1 Bidders shall follow the Method of online submission of bid as mentioned in Instruction to Bidders in section-1 and the bid should be submitted online latest by the date and time given at item 12 Appendix to ITB.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

- 21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned to the bidder.

**22. Modification and Withdrawal of Bids**

- 22.1 Bidders may modify or withdraw their bid(s) before the deadline prescribed in Clause 20 or pursuant to Clause-23.
- 22.2 Bidders shall follow the Method of submission modification & withdrawal of bid as mentioned in Instruction to Bidders (for SBD contract).
- 22.3 No bid may be modified after the deadline for submission of Bids except in pursuance of Clause-23.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and



the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

## **E. BID OPENING AND EVALUATION**

### **23. Bid Opening**

23.1 The Employer will open all the Technical Bids submitted online including modification made pursuant to Clause 22, in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. A notice for the same shall be posted on the website.

### **23.2 Evaluation of Bid**

- i. Subject to confirmation of the bid security by the issuing bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to ITB clause-12.1.
  - ii. After receipt of confirmation of the bid security, the bidder will be asked in writing / e-mail (usually within 10 days of opening of the Technical Bid) to clarify his technical bid, if necessary, with respect to any rectifiable defects.
  - iii. The bidders will respond by e-mail in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the technical bid).
  - iv. Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are for consideration.
- 23.3 After the technical evaluation, these will be put to the Employer, which will find technically responsive bids. The financial of those bids will be opened who are found technically responsive. The financial bids of remaining bidders will remain unopened.
- 23.4 In case bids are invited in more than one package, the order for opening of the “Financial Bid” shall be that in which they appear in the “Invitation for Bid”.
- 23.5 The Employer shall prepare disclose information regarding bid opening to those present.
- 23.6 The Employer shall open the bid and the information regarding bid opening may be disclosed to those present as representative of the bidder.

### **24. Process to be Confidential**

24.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.

### **25. Clarification of Financial Bids**

25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, justification, including

breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause-27.

25.2 Subject to ITB sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

## **26. Examination of Bids and Determination of Responsiveness**

26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:

26.1.1 meets the eligibility criteria defined in ITB Clause 3 and 4;

26.1.2 has been properly signed digitally;

26.1.3 is accompanied by the required securities; and

26.1.4 is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the 'Financial Bid' the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., price bid, technical specifications, and drawings.

26.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works;(b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **27. Correction of Errors**

27.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in word, the rate in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

i. If the Bid price increases as a result of these corrections, the amount as stated in the bid

- will be the 'bid price' and the increase will be treated as rebate;
- ii. If the bid price decrease as a result of the corrections, the decreased amount will be treated as the 'bid price'. Such adjusted bid price shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid Security shall be forfeited in accordance with ITB Sub-Clause 16.5.

## **28. Evaluation and Comparison of Financial Bids**

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB Sub-Clause-26.2.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- a. making any corrections for errors pursuant to Clause 27; or
  - b. making an appropriate adjustment for any other acceptable variations, deviations.
- c. In case lowest quote is made by more than one bidder, then the bidder who has successfully completed and attached completion certificate while submitting online bid for a greater number of similar projects in the last 3 years would be awarded the work. Still, if there is a tie, lottery system will be followed to award the contract.
- 28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

## **F. AWARD OF CONTRACT**

### **29. Award Criteria**

- 29.1 Subject to Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined
- i. To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price; and
  - ii. To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.
- In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder the L1 cost if accepted by next lowest bidder otherwise tender stands cancelled.

### **30. Employer's Right to Accept or Reject any Bid**

- 30.1 Notwithstanding Clause 29, the Employer reserves the right to accept or reject any Bid, to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any

obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

30.2 After award of contract, if the Bidder is found to have concealed any fact relevant to projects, the employer may blacklist the Bidder or Bidders within 180 days, with due process as:-

- i. 3 Years Blacklisting for the Project Cost Rs. 1.00 Crore to Rs. 10.00Crore.
- ii. 5 Years Blacklisting for the Project Cost above Rs. 10.00 Crore toRs.100.00Crore.
- iii. 10 Years Blacklisting for the Project Cost above Rs. 100.00 Crore.
- iv. As per Recommendation of Engineer-in-Charge.

### **31. Notification of Award and Signing of Agreement**

31.1 The Bidder whose Bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the contractor in consideration of the execution, completion, and maintenance of the Works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. This agreement will be signed only after furnishing of the performance security by the successful bidder but within 15 (Fifteen) days of issue of Letter of Acceptance.

### **32. Performance Security**

32.1 Within 15 (Fifteen) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance security in any of the forms given in 32.2 for an amount equivalent to 2% of the Contract price and provision to take an additional security for unbalanced Bids in accordance with the Clause 32.6 of RFP.

32.2A bank guarantee from any of the branches of Nationalized/Scheduled Bank situated within territory of India in the form given in Section 10; or Certified Cheque / Bank Draft payable to employer as indicated in item no. 16 Appendix to ITB.

32.3If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued from any of the branches of Nationalized / Scheduled Bank situated within the territory of India.

32.4Failure of the successful Bidder to comply with the requirements of Sub-Clause 32.1of ITB shall constitute grounds for cancellation of the award and forfeiture of the Bid Security.

32.5The validity of the performance security is 30 days beyond the operation and maintenance period.

### **32.6Additional Performance Guarantee: -**

Provision for taking Additional Performance Guarantee for rate quoted below Bill of Quantity (BOQ) rate shall be made as follows: -

- a) Additional Performance Guarantee will be charged at the rate of 0.25% for every 1%

rate quoted below bill of quantity for rated quoted 0% to 5% below bill of quantity.

- b) Additional Performance Guarantee will be charged at the rate of 0.5% for every 1% rate quoted below bill of quantity for rated quoted 5% to 15% below bill of quantity.
- c) Additional Performance Guarantee will be charged at the rate of 01% for every 1% rate quoted below bill of quantity for rated quoted 15% to 20% below bill of quantity.
- d) Additional Performance Guarantee will be charged at the rate of 02% for every 1% rate quoted below bill of quantity for rated quoted 20% below bill of quantity.

**33. Advance Payment and Security**

The Employer will provide contract or an interest – bearing mobilization advance (as per CVC guidelines in this regard) on the Contract Price in two stages of 5% each subject to maximum amount of 10% of contract price.

**34. Corrupt or Fraudulent Practices**

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with BSCL, UD & HD, Government of Bihar, and any other state agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution of the work related to contract.

**35. Dispute Resolution**

The dispute arising between the employer and the contractor, if not resolved amicably shall be referred to appointed expert mediator of Bihar State Legal Services Authority (BSLSA). If the matter does not get resolved it will finally go for arbitration. Arbitration in such a case will be done in accordance to Indian Arbitration and Conciliation Act, 1996 and amended provisions thereof. The place of arbitration shall be Bhagalpur and the language of arbitration shall be English. This may be read in conjunction with Clause 20.2 of Condition of Contract.

## APPENDIX TO ITB

S. No.	Description	Clause Reference with respect to Section- 2
1.	Name of the Employer is Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur, Bihar.	[C1. 1.1]
2.	The last five years	[Cl. 4.5 A (a)]
	2016 – 2017	
	2017 – 2018	
	2018 – 2019	
	2019 – 2020	
	2020– 2021	
3.	Minimum annual financial turnover amount is 50% of estimated cost (annual financial turnover shall be 50% of the estimated cost & that 50% shall be calculated in Rs.) (all class of similar nature of work as defined in any one financial year from last five years).	[C1.4.5A(a)]
4.	Minimum work Completion Experience (value calucalted and mentioned)	[C1.4.5A(b)]
5.	Liquid assets and/or availability of credit facilities is 25 % of the project cost. (Value calculated and mentioned)	[C1.4.5B(c) & Cl.4.3(h)]
6.	<b>Deleted.</b>	
7.	The pre-bid meeting will take place at – BSCL Office, Municipal Corporation, Court Compound, BSCL, Bhagalpur	[C1. 9.2.1]
8.	The Technical bid will be opened at BSCL Office, Bhagalpur	[C1.23.1.]
9.	Address of the Employer: Bhagalpur Smart City Limited, Municipal Corporation, Court Compound, Bhagalpur	
10.	Submission of Bid:	[Cl. 19]
11.	NIT No.	BSCL/Modernisatio n of Schools (Phase- II)/2022/.....
12.	The bid should be submitted online	[C1. 20.1]
13.	The bid will be opened at the time, date and venue mentioned in NIT	[C1.23.1]
14.	The Bank Guarantee shall be in favor of <b>Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited.</b>	[C1.32.2]
15.	Escalation factors (For bringing the cost of works executed in different financial year to a common base value and annual financial turnover)	[Cl.4.7]
	<b>Years before</b>	<b>Multiply factor</b>
	2016-17	1.61
	2017-18	1.46
	2018-19	1.33
	2019-20	1.21
	2020-21	1.10

## ANNEXURE – I

### List of Indicative Equipments to be supplied and installed on Contract work [Reference Cl. 4.5 (B) (a)]

#### 1. Indicative list of equipment to be deployed

Sl.	Type of Equipment (leased or owned)	Maximum age as on 01.01.2022 (in Years)	Minimum no. of Equipment required
1.	JCB	5	2
2.	Bar Cutting Machine	5	2
3.	Bar Bending Machine	5	2
4.	Vibrator (Needle)	5	4
5.	Concrete Batching Plant or Mini Batching plant (20 cum / hour)	5	1
6.	Cube Testing Machine (CTM)	5	1
7.	Cube Moulds	5	30
8.	Dewatering Pump	5	2

## ANNEXURE – II

### List of Minimum Key Personnel to be deployed on Contract Work [Reference Cl.4.5 (B) (b)]

#### 1. During Construction Period

S.No.	Personnel	Qualification	No. of Person
1	Project/Construction Manager	B.E/B.Tech/Bsc. in Civil Engineering with 5 Years Exp. In Building works or Diploma Civil with 07 Years Exp. On Building works.	1
2	Site Engineer	B.E/B.Tech/Bsc. in Civil Engineering with 3 Years Exp. or Diploma Civil with 5 Years Exp.	2
3	Electrical and Electronics Engineer	B.E. Electrical + 3 Years Exp. Or Diploma in Electrical + 5 years Exp. In Electrical works in Building.	1
4	Quantity Surveyor / Billing Engineer	B.E/B.Tech/Bsc. in Civil Engineering with 2 Years Exp. Or Dip. Civ. + 4 years Exp.	1
5	Site Supervisor (Civil +Electrical+Mech)	Fresh Graduate in Civil/Elect. /Mech Or Diploma having 01 year of experience.	3
<b>Total</b>			<b>8</b>

All the bio data and certificates for the proposed staffs shall be duly signed by the Authorized Signatory of the bidder.

**SECTION-3**

**QUALIFICATION INFORMATION**

**&**

**OTHER FORMS**



## QUALIFICATION INFORMATION

The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause – 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

### 1. For Individual Bidders

#### 1.1. Constitution or legal status of Bidder [Attach copy]

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid [Attach]

#### 1.2. Total value of civil engineering construction work performed in the last five financial years\*\* (in Rs. Lakhs)

Year (β)	Amount (In Rs.)
2016-17	
2017-18	
2018-19	
2019-20	
2020-21	

#### 1.3. Work of similar nature performed as prime contractor, work performed in the past as a nominated sub- contractor will also be considered provided the sub-contract involved supply, installation, commissioning of all works which comes under similar projects, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five financial years (2016-17 to 2020-21) and the current financial year till date.

Project Name	Name of the Employer *	Description of Work	Contract Number	Value of Contract (Rs. in Crore)	Date of issue of Work Order	Stipulated Period of Completion	Actual date of Completion*	Remarks Explaining Reasons for Delay and Work Completed

\* Attach certificate(s) from the Engineer(s)-in-Charge/EE/Employer.

β Attached certificate from Chartered Accountant (CA).

In case lowest quote is made by more than one bidder, then the bidder who has successfully completed and attached completion certificate while submitting online bid form for the number of similar projects in the last 3 years would be awarded the work. Still, if there is a tie, lottery system will be followed to award the contract.

1.3.1 Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years :\*\*

Year	Name of the Work	Name of the employer	Cement Concrete work (RCC+PCC)	Brickwork	Cost of Electrical works, Rs in Lakhs	Cost of Water Supply works, Rs in Lakhs	Remarks

1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A). Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. in Lakh)	Period of Completion	Value of Works* remaining to be completed (Rs in Lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

\* Attach certificate(s) from the Engineer(s) - in - Charge / EE / Employer.

(B). Works for which bids already submitted:

Description of work	Place & State	Name & Address of Employer	Estimated value of works (Rs in Lakh)	Stipulated Period of completion	Date when decision is expected	Remarks If any
1	2	3	4	5	6	7

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [ref. Clause 4.5(B)(a). The Bidder should list all the information requested below. Refer also to Sub Clause 4.3(d) of the Instructions to Bidders.]

Description of works	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/Leased/To be procured	Nos. / Capacity	Age/ Condition	
1	2	3	4	5	6	7

1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B) (b)]. Attach biographical data. Refer also to Sub-Clause 4.3 (g) of Instructions to Bidders.

Position	Name	Qualification	Years of Professional Experience	Years of experience in Proposed position

1.7 Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3(m)]

Sanction of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar Work

Attach copies of certificates on possession of valid license for water supply/sanitary work/building electrification work [Reference Clause 4.5A(c) & 4.5A (d) of ITB].

1.8 Financial reports for the last five financial years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies. (Attach certificate from Chartered Accountant).

1.9 Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history of current and last 05 financial years starting 2015-16 in which the Bidder is involved.

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the Instructions to Bidders.

(Name of Consultant engaged for project preparation is)

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- 1.13 Proposed work methods and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3(n)]
- 1.14 Programme.
- 1.15 Quality Assurance Programme.

## 2. Additional Requirements.

Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

- 2.1. Affidavit as provided in Section 3 of RFP.
- 2.2. Undertaking as provided in Section 3 of RFP.
- 2.3. Copy of letter of association in the form of agreement with subcontractor for the work defined or for any specializes /Engineering methodology work.

**Note: Even though the bidder meets the above qualifying criteria, he is subject to be disqualified, if he has made a misleading or false representation(s) in the forms, statements and attachments in proof of the qualifying requirements.**

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO  
OR  
AVAILABILITY OF CREDIT FACILITIES  
(Clause 4.3 (i) OF ITB)**

**BANK CERTIFICATE**

This is to certify that M/s. .... is a reputed Company with a good financial standing.

If the contract for the work, namely..... is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract during the contact period.

\_\_\_\_\_  
(Signature)

Name of Bank  
Senior Bank Manager  
Address of the Bank

## AFFIDAVIT

1. I, the under signed, do here by certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/S \_\_\_\_ has been blacklisted nor has abandoned any work in any government department, India nor any contract awarded to us for such work have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

\_\_\_\_\_  
(Signed by an authorized Officer of the Firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

## UNDERTAKING

I, the undersigned do hereby undertake that our firm

M/s.....

would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

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(Signed by an authorized Officer of the Firm)

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Title of officer

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Name of Firm

---

Date

## **SECTION-4**

### **GENERAL CONDITIONS OF CONTRACT**



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## GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders" and "Item rate tenders". Accordingly alternative provisions for conditions Nos.4, The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender ([P.W.D.- 2](#)) or item rate tender ([P.W.D.-3](#))
2. [P.W.D.- 1](#), Schedules A to F, special conditions/ specifications and drawing only will be issued to intending bidders. The standard form shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender ([P.W.D.- 1](#)) and Schedules A to F.
4. Authority approving the Notice Inviting Tender (NIT) shall fill up all the blanks in [P.W.D.-6](#) and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A.
6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled shall be separately issued to all intending tenderers.

**GOVERNMENT OF BIHAR**  
**Bhagalpur Smart City Limited**  
**NOTICE INVITING SHORT TERM E-TENDER**

1. The Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur, for following works.

(Through e-procurement mode only. [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in))

Sl. No.	Name of the work	Estimated Cost (Rs.) Inclusive of all taxes and GST.	Bid Security* (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5	6
1	Modernisation of Schools (Phase-II) under Smart City Mission (SCM) on Item Rate Contract in Bhagalpur, Bihar	<b>Rs.37873266.00 /- (Rupees Three Crore Seventy Eight Lakh Seventy Three Thousand Two Hundred Sixty Six only)</b>	As per NIT	As per NIT	21 Months

The bidders who download the bidding documents from the internet site [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) would have to pay the cost of bid documents and submit it in a separate envelope marked cost of bidding document downloaded from internet.

### Criteria of eligibility for issue of tender document

1.1 Issue of Tender to any Contractor registered with Central Government / any State Government or any PSU or an agency of international or national repute may be submitted without the registration. However, registration with the concerned works department will be essential after issue of L.O.A.

Following documents duly attested by gazetted officer and photocopied are required at the time of submission of bid (In case of other State PWD/ CPWD/ any PSU eligible contractors or Agencies of National/ International repute following documents (from a to c) have to be submitted after letter of acceptance).

- (a) Registration paper (renewed) of appropriate class and deptt.
- (b) G.S.T. registration
- (c) Power of attorney/ partnership deed/ MoU of private limited company.
- (d) Bank Draft for B.O.Q. cost.
- (e) Tools & plans ownership/ lease certificate required in aforesaid work duly verified from Divisional Engineer / other State PWD / CPWD Contractor will provide definite proof from appropriate authority for tools & Plant and Undertaking to install it on works site after getting letter of acceptance.
- (f) Income tax clearance / PAN
- (g) Annual turn over issued by Chartered Accountant

All other documents mentioned in Instructions to Bidders in section 1 of RFP and Qualification information mentioned in section 2 of RFP.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. S.B.D. 2/3 which is available as a Govt. of Bihar Publication, Tenderer shall quote his rates as overall percentage above/below the amount of B.O.Q. as per various terms and conditions of the said form which will form part of the agreement.
3. The amount of Estimated Cost or B.O.Q. Cost of the work may vary.
4. The earnest money will be applicable on the sanctioned cost of B.O.Q. only.
5. The time allowed for carrying out the work will be **21 months** from the Next day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
6. The site for the work is available. - Yes
7. Receipt of applications for issue of forms- As per NIT.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen at the site of the [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) or in the office of **Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur in the working hours**. Tender documents, including standard form, will be **Downloaded** from [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) during the **Dates** specified in NIT & payment of the following: -

- i) A sum of **Rs. 75000.00 (Rs. Seventy-Five Thousand Only)** by online payment as cost of tender document fee.
  - ii) Earnest Money of **Rs.757465 (Rupees Seven Lakh Fifty Seven Thousand Four Hundred Sixty Five only)** as online mode or manual mode as mentioned in Bihar Financial Rule. For work costing more than one crore, Bank Guarantee from any scheduled bank in the state. (If issued from any bank outside state then it will be converted from any bank within state before executing the work agreement) or direct online.
8. Original Draft of Cost of B.O.Q will be received upto **(As per NIT)** and Earnest Money in Prescribed form, which should always be placed in envelope, with the name of work and due date written on the envelopes will also be received **(As per NIT) at offices; (i) Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur. Tender will be opened on website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) the same day at (as per NIT)**
  9. The Contractor shall be required to deposit an amount equal to 2% of the tendered value of the work as performance guarantee in including earnest money in the form as mentioned in Bihar Financial Rules. For works costing more than one Crore, bank guarantee is acceptable.
- I. 10. The description of the work is as **Modernisation of Schools (Phase-II) under Smart City Mission (SCM) on Item Rate Contract for the year 2021-22**. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tool & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The competent authority on behalf of Government of Bihar reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to tender for works in the BSCL (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the BSCL. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
14. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Bihar is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of Bihar in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission to the Government of Bihar as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the works shall remain open for acceptance for a period of 180 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit -100 % of the said earnest money as aforesaid.
16. The Department has right to cancel or postpone any work without given any notice or clarification.
17. The Department may add or delete any of the condition required for execution of any work.
18. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, the Competent Authority, shall issue the Letter of Acceptance and will sign the contract within 15 days after submitting the performance guarantee.:-  
  
a) The notice inviting tender, all the documents including additional conditions specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard PWD Form 2/3

Managing Director cum  
Chief Executive Officer  
Bhagalpur Smart City Limited,  
Bhagalpur, Bihar.

**GOVERNMENT OF BIHAR**  
**Bhagalpur Smart City Limited**

Item Rate Tender & Contract for Works

(A) Tender for the work of: **Modernisation of Schools (Phase-II) under Smart City Mission (SCM) on Item Rate Contract.**

- i. To be submitted by **(As per NIT)**
- ii. To be opened in presence of tenderers who may be present at **(As mentioned in NIT)**

**T E N D E R**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Government of Bihar within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all in respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for One hundred eighty (180) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 10000 (Rupees Ten Thousand only)** by online payment as cost of tender document (Cost of B.O.Q. and bid processing fee) and Earnest Money of **Rs. 757465 (Rupees Seven Lakhs Fifty-Seven Thousand Four Hundred Sixty-Five only)** as online mode or manual mode has been deposited as per N.I.T. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Government of Bihar or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if/we fail to commence work as specified, I/we agree that Government Of Bihar or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated .....

Signature of Contractor  
Postal Address

Witness:

Address:

Occupation:

## A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Government of Bihar for a sum of Rs.....(Rupees.....)  
.....)

The letters referred to below shall form part of this contract Agreement: -

- a)
- b)
- c)

For & on behalf of the Government of Bihar.

Signature .....

Dated .....



## GOVERNMENT OF BIHAR

### ALL WORKS DEPARTMENT

#### **General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers and the internet as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately either by one or all the partners or person duly authorised by the partners, it must be signed on behalf of the firm by a person holding the requisite authorisations, such authorisations to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment on account of work done, when executed by a firm, must also be signed by one or all the partners or a duly authorised signatory of the firm.

#### **Applicable for Item Rate Tender only (PWD- 3)**

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender two or more works shall submit separate tenders for each; with the nature and number of works to which they refer on the envelope.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

#### **Applicable for Percentage Rate Tender only (PWD- 2)**

- 4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule- A(Section-4,GCC), he will be willing to execute the work Tenders, which propose any alteration in the work specified in the said form of invitation tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelope .

If for any special reasons, the contract provides for the payments for work done to be made at a specified percentage below or above the rates entered in the sanctioned estimate of the work (or the Scheduled of Rates), it should be stated in clear terms in the contract that the deductions or additions, as the case may be of the percentage, will be calculated on the gross, and not the net amounts of the

bills for work done and in fixing the percentage it should be borne in mind that the calculations will be made.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.

	6.	The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
	7.	The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the office inviting tender or a duly authorized person.
	8.	The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
	9.	For works of sensitive nature the tenderers shall sign a declaration under the Official Secrets Act 1923, for maintaining secrecy of the tender documents drawing or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawing given to them.
<b>Applicable for Item Rate Tender only ( PWD- 3)</b>	10.	In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy if any discrepancy found or the rates which correspond with the amount worked out of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
<b>Applicable for Percentage Rate Tender only ( PWD- 2)</b>	10A.	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be take as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.
	11.	In the case of any tender where unit rates of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
<b>Applicable for Item Rate Tender only ( PWD- 3)</b>	12.	All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g., 'Rs 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written in the end. Unless the rate is in whole rupee and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
<b>Applicable for Percentage Rate Tender only ( PWD- 2)</b>	12A.	In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and word P after the decimal figures, e.g. 'Rs 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'paise' should be written at the end.

The Quoted rate less than x % below the BOQ cost will be unworkable and bid will be rejected where x = 15 %; if materials will not be issued by the employer. And if materials will be issued by the employer, then

$$X = (A - B) / A \times 15 \%$$

Where A = BOQ Cost

B = Cost of materials stipulated to be issued by the employer.

Where the value of X will not be less than 10% in other words it will be within 10 to 15%

13. (i) The contractor whose tender is accepted, will be required to furnish performance guarantee of 2 (two percent) including earnest money of the tendered amount within specified period. This guarantee shall be in the form of Govt. Securities or fixed deposit receipt of any scheduled bank, guarantee bonds of any scheduled bank or State Bank of India or Bank guarantee from any schedule bank in the State for works of more than one crore.
- (ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 8 % of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales-tax, purchase tax, turnover tax, service tax, entry tax royalty or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of both gazetted and non-gazetted P.W.D. employees related to him posted in the division, if any.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

Name of Work	Name of Particular of Div. Where work is	Value of Work	Position of Work in Progress	Remarks
1	2	3	4	5

19. The contractor shall submit list of works which are in hand (progress) in the following form: -

Name of work	Name & Particulars of Divn. where work is being executed	Value of work	Position of work in progress	Remarks

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Managing Director cum Chief Executive Officer may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

## CONDITIONS OF CONTRACT

### Definitions:

1. The contract means the document forming the tender and acceptances thereof and the formal agreement executed between the competent authority on behalf of the Governor of Bihar and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time-to-time form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them: -
  - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - iii) The Contractor shall mean the individual, firm or company, whether incorporate or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm of company.
  - iv) The Engineer-in-Charge means the Engineer officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Governor of Bihar as mentioned in Schedule 'F' hereunder.
  - v) Government or Government of Bihar shall mean the Governor of Bihar.
  - vi) Excepted Risk are risks due to riots (other than those on account of contractor employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority Provided that the contractor is also to show that he has taken all due precautions to avoid / un minimise any adverse after / damage from the above or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a caused solely due to Government's faulty design of works.
  - vii) Bill of quantity means the price and completed Bill of Quantities forming part of the Bid.
  - viii) The Operation & Maintenance certificate is the certificate issued by Engineer-in-Charge after Operation & Maintenance period has ended and upon correction of defects by the contractor.
  - ix) The Operation & Maintenance period will be decided by the department for different nature of works from date of completion of the work and must be mentioned in the agreement.

It will be decided by the department for different nature of work from time to time as mentioned in contract Data.

- x) The intended completion date is the time intended to complete the work by the contractor.
- xi) The start date is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession date.
- xii) A sub contractor is a person or corporate body who has a contract with the contractor to carry out a part of the construction work in the contract, which includes work on the site.
- xiii) Temporary works are works designed, constructed, installed and removed by the contractor that are needed for construction or installation of the works.
- xiv) Market Rate shall be the rate as decided by the competent authority on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F'(Section-4, GCC) to cover, all overheads and profits.
- xv) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to date of receipt of the tender.
- xvi) Department means any department of Government of Bihar, which invite tenders on behalf of Governor of Bihar as specified in schedule 'F'(Section-4, GCC).
- xvii) Specifications means the specifications followed by relevant department of the Government of India / State Government.
- xviii) Tender value means the value of the entire work as stipulated in the letter award.

**Scope and Performance**

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

**Works to be carried out :**

- 6. The work to be carried out under the Contract shall, except as otherwise provided these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) (Section-4, GCC) shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**Sufficiency of Tender**

- 7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

**Discrepancies and Adjustment of Errors**

- 8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -

## **Signing of Contract**

- i) Description of Schedule of Quantities.
  - ii) Particular Specification and Special Condition, if any
  - iii) Drawings.
  - iv) MORT & H specification.
  - v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer/contractor, after submitting the performance guarantee i.e. within 7 days of receipt of letter of acceptance shall attend the office of the Engineer-in-Charge for authentication signing and completion of the contractor document and execute the agreement consisting of: -
- i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - ii) Standard P.W.D. Form as mentioned in Schedule 'F' consisting of:  
Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.

## CLAUSE OF CONTRACT

### CLAUSE 1

#### Performance Guarantee

- (i) 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 (for work costing more than one crore) 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) within period specified in scheduled 'F'(Section-4,GCC) 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 as specified in schedule 'F' 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 (for work costing more than Rupees one Crore.)
- (ii) The performance Guarantee shall be initially valid up to 30 days beyond the Operation & Maintenance.
- (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 in the schedule – F (Section-4, GCC) 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.

### CLAUSE 1 A

#### 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 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.

## CLAUSE 2

### Compensation for Delay (Liquidated Damage)

If the contractor fails to maintain the required progress in terms of clause 5 (Section-4, GCC) or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 (Section-4, GCC) or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

i) *Compensation for delay of work @ 2 % per month of delay to be computed on per Day basis*

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule- F (Section-4, GCC), or the rescheduled milestone(s) in terms of Clause 5.4 (Section-4, GCC), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## CLAUSE 2A

### Incentive for early completion

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F' (Section-4, GCC).

## CLAUSE 3

### When Contract can be Determined / Rescinded

Subject to the other provisions contained in this clause the Engineer-In-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wind up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.



- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- vi) If the contractor commits any acts mentioned in Clause 21 hereof:
- vii) If the work is not started by the contractor within 1/8<sup>th</sup> of the stipulated time subject to the maximum of 45 days.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Bihar shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by the Engineer-in-Charge, 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 engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE 3A**

In case, the work cannot be started due to reasons not within the control of the contractor as decided by Chief General Manager within ¼<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all. the reasons shall be examined by the Chief General Manager and his decision shall be final and binding.

#### **CLAUSE 4**

**Contractor liable to pay compensation even if action not taken under Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3(Section-4, GCC) thereof, shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work. or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified

in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### CLAUSE 5

#### Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F'(Section-4, GCC) 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.

5.1 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 as per milestone given in schedule 'F'(Section-4, GCC).

5.2 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 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, in the absolute discretion of the authority mentioned in Schedule 'F'(Section-4, GCC) 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.

5.3 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.

5.4 In any such case the authority mentioned in Schedule 'F'(Section-4, GCC) 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.

5.5 The basic centerlines, reference points and benchmarks will be fixed by the department. The contractor shall establish 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.

#### **CLAUSE 5A**

The Engineer may require the contractor to attend a progress review meeting during execution of work.

The Engineer shall record the minutes of the meeting and provide a copy to the Contractor for compliance. These minutes will be a part of evidence in case of any request for extension of time or impunitive action against the contractor.

#### **CLAUSE 6**

##### **Measurement of Work Done**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine measurement and the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works perform under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative at least once in a month during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of India Standards and if for any item no such standard is available then a mutually agreed method as approved by the department shall be followed.

The contractor shall give not less than seven days notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement defects noticed till completion of the operation & maintenance period.

## CLAUSE 7

### **Payment on Intermediate Certificate to be Regarded as Advances**

No payment shall be made for work for less than the estimated work of Rs. 2.5 lacs till the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 2.5 lacs the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F' (Section-4, GCC) ,in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per clause - 2, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

## CLAUSE 8

### **Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

#### CLAUSE 8A

##### **Contractor to Keep Site Clean**

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

#### CLAUSE 8 B

##### **Completion Plans to be Submitted by the Contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 1972 and (Part-II External) 1974 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Chief General Manager concerned and in this respect the decision of the Chief General Manager shall be final and binding on the contractor.

#### CLAUSE 9

##### **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. 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 Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

- |     |  |   |          |
|-----|--|---|----------|
| i)  | If the Tendered value of work is up to Rs. 1 crore | : | 2 months |
| ii) | If the Tendered value of work exceeds Rs. 1 crore  | : | 4 months |

#### CLAUSE 9 A

##### **Payment of Contractor's Bills to Banks**

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge: (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharges through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Governor of Bihar.

#### CLAUSE 10

##### **Materials supplied by Government**

Materials which Government will supply in rare case are shown in schedule 'B'(Section-4, GCC) which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5(Section-4, GCC) of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in

accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 (Section-4, GCC) at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as directed by the engineer-in-charge. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the PWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to the throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason or such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue. Quantities issued in excess of requirement with respect to work done and not returned back to the department, recovery will be made of double of issue rate.

#### **CLAUSE 10 A**

##### **Materials to be provided by the Contractor**

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 Government.

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.

#### **CLAUSE 10 B**

##### **Secured Advance on Non-perishable Materials**

- i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Superintending Engineer nonperishable, non-fragile and noncombustible and are in accordance with the contract and on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any or the clause or clauses of this contract.
- ii) Mobilization advances not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee/ Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more installments to be determined by the Engineer-In-charge at his absolute discretion. The first installment of such advance before shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf.

The second and subsequent installment shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-In-Charge.

**Plant & Machinery  
& Shuttering  
Material Advance**

- iii) An advance for plant machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 85% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge and approval from Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so, required by the Engineer-in-Charge, submit the statement value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on the plant and equipment of a value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same only after approval from Engineer-in-Charge.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer in Charge, and
3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and from work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

**Interest &  
Recovery**

- iv) The mobilization advance and plant and machinery advance in (ii)&(iii) above bear simple interest and should be equal to the prevailing rate of interest charged by the bank as mentioned in contract date schedule 'F' (Section-4, GCC) and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of the installment.
- v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization



advance and plant and equipment advance may be extended in the discretion of the Chief General Manager.

- vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.
- vii) Any materials including tools plants equipments etc brought to the site shall not be removed from the sites without the written permission of the Engineer-in-charge.

#### **CLAUSE 10 C**

##### **Payment on Account of Increase in Prices/Wages due to Statutory Order(s)**

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with clause 10 (Section-4,GCC) thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with clause 10(Section-4, GCC) thereof) and/or wages of labour is decreased as a direct result of the coming not force of any law or statutory rules or order (but not due to any changes in sales tax) and such decrease in the prices and/ or wages prevailing at the time of receipt of the tender for the work. The government shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause-10(Section-4,GCC) hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the price of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Government, and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

#### **CLAUSE 10 CA**

##### **Payment on Account of Increase/decrease in Prices of construction materials after receipt of tender.**

If after submission of the tender, the price of cement or steel reinforcement bars / bitumen incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 (Section-4,GCC) thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of the tender, the prices of cement and/or steel reinforcement bars / bitumen incorporated in the works (not being a material stipulated from the Engineer-in-Charge's stores in accordance with the Clause 10(Section-4,GCC) thereof) is decreased, Government shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement and/or Steel reinforcement bars/ bitumen as prevailed at the time of last

stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars/ bitumen issued under authority of Schedule of Rate Committee.

The increase/decrease in prices shall be determined by the All-India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars / bitumen as issued under authority of Schedule of Rate Committee as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement or steel reinforcement bars / bitumen and will be worked out as per the formula given below: -

#### Adjustment for cement component

- (i) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_0 = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

$V_0$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

$R$  = Value of the work.

$C_0$  = The all-India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

$C_1$  = The all-India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_c$  = Percentage of cement component of the work.

#### Adjustment for Steel component

- (ii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

$V_s$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

$S_0$  = The all-India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India New Delhi.

$S_1$  = The all-India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

$P_s$  = Percentage of Steel component of the work.

Note: For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

#### Adjustment of bitumen component

- (iii) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

$B_0$  = The office retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_1$  = The official retail price of bitumen of IOC depot at nearest center for the 15<sup>th</sup> day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work.

#### CLAUSE 10 CC

**Payment due to increase / Decrease in Prices / Wages after receipt of tender (Time of completion more than 18 months)**

Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:

(a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) Following expressions and meanings are assigned to the work done during each month:

$R$  = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

1.1 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices is:

#### Adjustment for labour component

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_1 / 100 \times R \times (L_1 - L_0) / L_0$$

$V_L$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

$L_0$  = the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

$L_1$  = The consumer price index for industrial workers for the State for the under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

$P_1$  = Percentage of labour component of the work.

#### Adjustment for cement component

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_0 = 0.85 \times P_0 / 100 \times R \times (C_1 - C_0) / C_0$$

$V_0$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

$C_0$  = The all-India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

$C_1$  = The all-India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_c$  = Percentage of cement component of the work.

### Adjustment for Steel component

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

$V_s$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

$S_0$  = The all-India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India New Delhi.

$S_1$  = The all-India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

$P_1$  = Percentage of labour component of the work.

Note: For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

### Adjustment of bitumen component

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

$B_0$  = The office retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_1$  = The official retail price of bitumen of IOC depot at nearest center for the 15<sup>th</sup> day of the month under consideration.

$P_1$  = Percentage of bitumen component of the work.

### Adjustment of POL (fuel and lubricant) component

- (v) Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula.

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

$V_f$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

$F_0$  = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 28 days prior to the date of opening of Bids.

$F_1$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15<sup>th</sup> day of month of the under consideration.

$P_1$  = Percentage of fuel and lubricants component of the work.

Note: For the application of this clause, the price of High-Speed Diesel oil has been chosen to represent fuel and lubricants group.

### Adjustment for Plant and Machinery Spares component

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$$

$V_p$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares.

- $P_0$  = The all-India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development Government of India, New Delhi.
- $P_1$  = The all-India average wholesale price index for heavy machinery and parts for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.
- $P_1$  = Percentage of plant and machinery spares component of the work.
- Note: For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

#### Adjustment of another materials component

- (vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

$V_m$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The all-India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

$M_1$  = The all-India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_1$  = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

1.	Labour - $P_1$	25 %
2.	Cement – $P_c$	5 %
3.	Steel – $P_s$	5 %
4.	Bitumen – $P_b$	10 %
5.	POL – $P_f$	5 %
6.	Plant & Machinery Spares – $P_p$	5 %
7.	Other materials – $P_m$	45 %
<b>Total</b>		<b>100%</b>

- (viii) In contract where clause 10CA (Section-4, GCC) is applicable, this clause 10CC (Section-4, GCC) will not be applicable and in contract where this clause 10CC (Section-4, GCC) is applicable previous clause 10CA (Section-4, GCC) will not be applicable.

#### CLAUSE 10 D

##### **Dismantled Material Govt. Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the PWD codal provision.

#### CLAUSE 11

##### **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 conform 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 as are not included in the standard specifications of Public Works Department specified in Schedule 'F' (Section-4, GCC) or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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.

## **CLAUSE 12**

### **Deviations/ Variations Extent and Pricing**

The Engineer-in-Charge (As per codal provision) shall have power (i) to make alternation in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge after approval from competent authority and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:
- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
  - ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge after approval from competent authority

### **Deviation, Extra items and Pricing**

- 12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge after approval from competent authority shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. In case of deviation in quantity latest BCD SOR Rate will be considered as per tendered value above or below.

### **Deviation, Substituted Items, Pricing**

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

### **Deviation, Deviated Quantities, Pricing**

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F(Section-4,GCC), the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F'(Section-4,GCC) and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates as per power delegated in PWD Code for the work in question within one month of expiry of the said period of fifteen days having regard to the market rates or current schedule of rate.
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an up-to-date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Chief General Manager is authorized for consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule 'F'(Section-4, GCC) the following works shall be treated as works relating to foundation:
- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.G. but including base concrete below the floors.
  - ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
  - iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
  - iv) For Roads all items of excavation and filling including treatment of sub-base.
- 12.6** Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

#### **CLAUSE 13**

##### **Foreclosure of Contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender Government shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates for works executed at site only.

#### **CLAUSE 14**

##### **Cancellation of contract in full or part**

If the contractor:

- i) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
- ii) Commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- iii) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- iv) Shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward

for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government; or

- v) Shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- vi) Shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority;

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Engineer-in-Charge shall on such cancellation by the Competent Authority have powers to :

- (a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by Government. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the works or part of the works or the excess loss or damages suffered or which may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 31 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance is outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.



Any sums in excess of the amounts due to Government and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Government of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

#### CLAUSE 15

##### **Suspension of Work**

- i) 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.
- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) 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;

#### CLAUSE 16

##### **Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorised subordinates in charge of the work and all the superior officers, officer of the Quality Control Organisation of the Department and of the Cabinet (Technical) Vigilance, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his higher authority or his authorised subordinates in charge of the work or to the Cabinet (Technical) Vigilance or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or article provides by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within the period specified in schedule – F (Section-4,GCC) of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 (Section-4, GCC) of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost or contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17**

##### **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/ Operation & Maintenance 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 which is governed by sub-para (iii) of clause 35 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 whichever is earlier.

#### **CLAUSE 18**

##### **Contractor to Supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at case to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

#### **CLAUSE 18 A**

##### **Recovery of Compensation paid to Workman**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensations Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the right of the Government under sub-section (2) of section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

#### **CLUASE 18 B**

##### **Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for

workers employed by P.W.D. Contractors, Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

#### **CLAUSE 19**

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

The contractor shall obtain a valid licence 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.

#### **CLAUSE 19 A**

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

#### **CLAUSE 19 B**

##### **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 thereunder from time to time.
- vi) The contractor shall indemnify and keep indemnified Government 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.

#### CLAUSE 19 C

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.

#### CLAUSE 20

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

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

#### CLAUSE 21

**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 employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly 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 Government and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.

#### CLAUSE 22

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

#### CLAUSE 23

**Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as

aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21(Section-4, GCC) thereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21(Section-4, GCC).

#### **CLAUSE 24**

##### **Approval of Engineer Incharge**

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.

#### **CLAUSE 25**

##### **Settlement of Disputes & Arbitration**

The Settlement of Disputes and Arbitration shall be done in accordance with the provisions made in Bihar Public Works Contract Disputes Arbitration Tribunal Act, 2008."

#### **CLAUSE 26**

##### **Contractor to indemnify Govt. against Patent Rights**

The contractor shall fully indemnify and deep indemnified the Governor of Bihar against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under the action brought against Government in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Governor of Bihar if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

#### **CLAUSE 27**

##### **Lumpsum Provisions in Tender**

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

#### **CLAUSE 28**

##### **Action where no Specifications are specified**

In the case of any class of work for which there is no such specifications as referred to in Clause 11(Section-4, GCC), 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 manufacturers 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.

#### **CLAUSE 29**

##### **With-holding and lien in respect of sums due from contractor**

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to with hold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken

from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge of the Government or any contraction person through the Engineer-in-Charge pending finalisation of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

#### **CLAUSE 29 A**

##### **Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **CLAUSE 30**

##### **Unfiltered water supply**

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

**CLAUSE 31** Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences

issued by Government the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer in Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer in Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer in Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the licence or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### **CLAUSE 32**

##### **Hire of Plant & Machinery**

- i) The contractor shall arrange at his own expense all tools, plant machinery and equipment (hereinafter referred to as T & P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C'(Section-4, GCC) and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from the T & P available will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.
- ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C'(Section-4, GCC) shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C'(Section-4, GCC) and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer in Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer in Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown occurs before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding on the contractor.
- v) The hire charges shown above are for each day of 8 hours (inclusive of the one-hour lunch break) or part thereof.
- vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an

agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

- vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer in Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period or 8 hours a day. In that case the hourly hire charges for overtime to charge (1/8) th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/Wash out irrespective of the period employed in servicing.
- ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer in Charge the work or a portion of work for which the same was issued is completed.
- x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book the decision of the Engineer in Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
  - a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any item to be consolidated for each roller day shall also be same as in Annexure to Clause 34(x) (Section-4, GCC). For less use of rollers recovery for the less roller days shall be made at the stipulated issue rate.
- xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to him failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- xiii) The contractor will be exempted for levy of any hire charges for the number of days he is called upon in writing by the Engineer in Charge to suspend execution of the work provided Government plant and machinery in question have, in fact remained idle with the contractor because of the suspension.
- xiv) In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule 'C'(Section-4,GCC) any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without in any way affecting the right of the Engineer in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.



## CLAUSE 33

### Employment of Technical Staff and employees

### Contractors Superintendence, Supervision, Technical Staff & Employees

- i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor along with bidding of the tender, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in charge of the work. If there is any change then the new incumbent's qualifications and experience shall not be lower than specified in Schedule in I.T.B. (Annexure – 2). The Engineer-in-Charge shall within 15 days of issue of letter of acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority / Superintending Engineer shall be final and binding on the contractor in this respect. Technical staff shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in advance and also during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of the clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' (Section-4, GCC) and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer in Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

#### **CLAUSE 34**

##### **Levy/Taxes payable by Contractor**

- 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.

#### **CLAUSE 35**

##### **Conditions for reimbursement of levy/taxes if levied after receipt of tenders**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Chief General Manager ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLAUSE 36**

##### **Imprisonment of Contractor**

If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the department shall be at liberty.

- (a) To give such liquidator, receiver, or other person in whom the contract may become vested, the option of carrying out the contract or a portion thereof to be determined by the department, subject to his providing an appropriate guarantee for the performance of such contract or.
- (b) To terminate the contract, forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the relevant clauses of the contract.

#### **CLAUSE 37**

##### **Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Divisional Officer on behalf of the Governor of Bihar shall have the option of terminating the contract without compensation to the contractor after the affidavit of his/ their legal heir/heirs that they are not going to be in this profession in future.

#### **CLAUSE 38**

##### **If relation working in PWD then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the P.W.D. Division (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are

working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the P.W.D. or in the concerned department. Any breach of this condition by the contractors of this Department shall lead to blacklisting. If the contractor is registered in any other department, he shall be debarred from tendering in P.W.D. for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in law.

#### CLAUSE 39

**No-Gazetted-Engineer to work as Contractor within two years of retirement**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of Bihar shall work as a contractor or employee of a contractor for a period of two years after his retirement from government service without the previous permission of State Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the contractor's service, as the case may be.

#### CLAUSE 40

**Return of material and recovery for excess material issued**

i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance (see Clause 10(Section-4, GCC)) theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder.

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required different items of work as shown in the Schedule of Rates mentioned in-Schedule 'F'(Section-4, GCC). In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer in Charge.

b) Theoretical quantity of steel reinforcement of structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer in Charge, including authorised lappages, chairs etc., plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and categoriwise separately.

c) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'(Section-4, GCC). The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer in Charge within fifteen days of the issue of written notice by the Engineer in Charge to this effect shall be recovered at the rates specified in Schedule 'F'(Section-4, GCC) without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer in Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F'(Section-4, GCC), shall be final & binding on the contractor

For not scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### **CLAUSE 41**

##### **Release of Security deposit**

On completion of the whole of the work, half of the total amount of security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period/ Operation & Maintenance period and after the Engineer has certified that all defects notified by him to the contractor before the end of this period have been corrected and also after recovery of any dues.

#### **CLAUSE 42**

##### **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 division of the P.W.D. to debar from any other site, if his name is being proposed by other contractor.

#### **CLAUSE 43**

##### **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.

#### **CLAUSE 44**

##### **Insurance**

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alteration to the terms of an insurance shall not be made without the approval of the Engineer.

Both parties shall comply with any conditions of the insurance policies.

#### **CLAUSE 45**

##### **Cash Flow Estimate to be Submitted**

The Contractor shall, within the time stated in special Conditions of contract after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer in charge.

#### **CLAUSE 46**

##### **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 the Employer) 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.

#### **CLAUSE 47**

##### **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.

#### **CLAUSE 48**

##### **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.

#### **CLAUSE 49**

##### **Cost of Tests not Provided for**

If any test required by the Engineer which is:

- (a) not so intended by or provided for,
- (b) (In the cases above mentioned) not so particularized, or
- (c) (Though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case department will bear the cost.

#### **CLAUSE 50**

##### **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.

#### **CLAUSE 51**

##### **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 Operation & Maintenance Period.

#### **CLAUSE 52**

##### **Force Majeure**

##### **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.

## **CLAUSE 53**

### **Recovery**

#### **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.

#### **NOTE:**

In case of difference or ambiguity in Hindi and English version, the English version will prevail.

**SECTION 4A**  
**CONTRACT DATA**  
**(PROFORMA OF SCHEDULES)**

## PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

### SCHEDULE 'A'

Schedule of quantities

Sl. No.	Description of Item (with brief specification and reference to book of specification)	BILL OF QUANTITY				Amount
		Quantity	Unit	Rate		
				In figure	In words	
1	2	3	4	5	6	7
	As per BOQ					

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
	<b>NIL</b>			

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charge per day	Place of Issue
1	2	6	7
	<b>NIL</b>		

### SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any.

### SCHEDULE 'E'

Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.



## CLAUSE 10 CC

Component of Cement- expressed as percent of total value of work.	Pc _____ %
Component of Steel- expressed as percent of total value of work.	Ps _____ %
Component of civil (except cement & steel)/ Electrical construction Materials expressed as percent of total value of work-	Pm _____ %
Component of Bitumen - expressed as percent of total value of work.	Pb _____ %
Component of Labour- expressed as percent of total value of work.	P1 _____ %
Component of P.O.L. – expressed as percent of total value of work.	Pf _____ %
Component of Plant & Machinery – expressed as percent of total value of work.	Pp _____ %

## SCHEDULE 'F'

Reference to General Condition of Contract.

1. Modernisation of Schools (Phase-II) under Smart City Mission (SCM) on Item Rate Contract.
2. Estimated cost of work: **Rs.378.73 Lacs**
  - i) Earnest money: **As per NIT**
  - ii) Performance Guarantee: **As Per LOA**
  - iii) Security Deposit **8% of tendered value.**
  - iv) O & M Period: **Five (5) Years (not less than 20% Of quoted value)**
  - v) Rate of Interest : **10% Per annum**
  - vi) **Officer Inviting: Office of the Chief Executive Officer, BSCL, Bhagalpur**
  - vii) **GENERAL RULES AND DIRECTIONS-**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below Definitions:

2(v)	Engineer-in-Charge	<b>Managing Director cum Chief Executive Officer, BSCL, Bhagalpur</b>
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	10 %
2(xi)	Standard Schedule of Rates	<b>SOR, BCD, Govt of Bihar</b>
2(xii)	Department & Employer	<b>MD cum CEO, BSCL, Bhagalpur.</b>

## Clause 1

- i) Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance, in days **15(Fifteen) days**
- ii) Maximum allowable extension beyond the period provided in i) above in days **5 (Five) days**

## Clause 2

Authority for fixing compensation under clause 2. **M.D cum CEO, BSCL, Bhagalpur,**

## Clause 2A

Whether Clause 2A shall be applicable **No**

## Clause 5

Number of days from the date of issue of notice to start. **07 days**

Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 <sup>TH</sup> (of whole work)		
2.	1/2 (of whole work)		
3.	3/4 <sup>TH</sup> (of whole work)		
4.	Full		

OR

Sl. No.	Financial Progress	Time allowed (From date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 <sup>TH</sup> (of whole work)	1/4 <sup>TH</sup> (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone, max. upto 10% of tendered value.
2.	3/8 <sup>TH</sup> (of whole work)	1/2 <sup>TH</sup> (of whole work)	
3.	3/4 <sup>TH</sup> (of whole work)	3/4 <sup>TH</sup> (of whole work)	
4.	Full	Full	

Time allowed for execution of work

**12 (Twelve) Months**

Authority to give fair and reasonable extension of time for completion of work.

As per Revised PWD code Rule 159(vii)

## Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	<b>2.0 % of Agreement value</b>
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Clause 10CC

Cluase 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	<b>12 (Twelve) Months</b>
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Clause 11

Specifications to be followed for execution of work	<b>As per BCD specifications</b>
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Clause 12

Deviation, variation Extent and pricing.	As per P.W.D. Code clause 182A, 292XII, 293XVII & 294XVI
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Clause 16

Competent Authority for deciding reduced rates.	<b>Managing Director cum Chief Executive Officer</b>
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- The following document also form part  
of the  
contract.  
**All documents mentioned in clause 4 of Agreement form**
- The law, which applies to the contract, is  
**The Law of Union of India.**
- The court of jurisdiction **Bhagalpur**
- The Language of contract document **English**
- The limit of sub-contracting **Nil**
- The Currency of the Contract is **Indian Rupees**

# **ARTICLES**

1. Definitions of Interpretation
2. Scope of Work
3. Disclaimer
4. Performance Security
5. Site of Project
6. Utilities & Trees
7. Assignment and Charges
8. Liability & Indemnity
9. Dispute Resolution
10. Miscellaneous
11. Definition

ARTICLE 1  
DEFINITIONS AND INTERPRETATION

**1.1 Definitions**

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 26) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

**1.2 Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires,

- a. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b. References to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re- enacted;
- c. references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f. references to “**construction**” include, unless the context otherwise requires, survey and investigation, design, developing, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, testing, and commissioning of the Project, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and “**construct**” or “**build**” shall be construed accordingly;
- g. references to “**development**” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto during the Construction Period, and “**develop**” shall be construed accordingly;
- h. any reference to any period of time shall mean a reference to that according to Indian standard time;
- i. any reference to day shall mean a reference to a calendar day;
- j. reference to a “**business day**” shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;
- k. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- l. references to any date, period or Project Milestone shall mean and include such date,

- period or Project Milestone as may be extended pursuant to this Agreement;
- m. any reference to any period commencing “from” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
  - n. the words importing singular shall include plural and vice versa;
  - o. references to any gender shall include the other and the neutral gender;
  - p. “**lakh**” means a hundred thousand (1,00,000) and “**crore**” means ten million (1,00,00,000);
  - q. “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - r. references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
  - s. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licensee or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause(s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
  - t. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Authority’s Engineer shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the Authority’s Engineer, as the case may be, in this behalf and not otherwise;
  - u. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
  - v. references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appear; the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”);and
  - w. Time shall be of the essence in the performance of the Parties’ respective obligations. If

any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with its comments and/or approval, it shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

### **1.3 Measurements and arithmetic conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

### **1.4 Priority of agreements and errors/discrepancies**

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

1. this Agreement; and all other agreements and documents forming part hereof or referred to herein; i.e., this Agreement at (a) above shall prevail over the agreements and documents at (b).

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- i. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- ii. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- iii. between any two Schedules, the Schedule relevant to the issue shall prevail;
- iv. between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- v. between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- vi. between any value written in numerals and that in words, the latter shall prevail.

### **1.5 Deleted**

## ARTICLE 2

### SCOPE OF WORK

#### **2.1 Scope of the Project**

- i. Under this Agreement, the scope of the Project (the “**Scope of the Project**”) shall be defined as scope of work as indicated in Invitation for Bids (IFB) with the Specifications and Standards set forth in RFP.
- ii. Performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.



**ARTICLE 3**  
**DISCLAIMER**

**3. Disclaimer**

- 3.1 The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in RFP Clause, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Authority in this regard.
- 3.2 The Contractor acknowledges and hereby accepts to have satisfied itself as to the correctness and sufficiency of the Contract Price.
- 3.3 The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 3.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date.
- 3.4 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 3.1 above shall not vitiate this Agreement, or render it voidable.
- 3.5 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 3.1 above, that Party shall immediately notify the other Party, specifying the mistake or error.
- 3.6 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Authority shall not be liable in any manner for such risks or the consequences thereof.

## ARTICLE 4

### PERFORMANCE SECURITY

#### 4.1 Performance Security

1. The Contractor shall, for the performance of its obligations here under, provide to the Authority, within 15 (Fifteen) days of the date of this LoI/LoA, an irrevocable and unconditional guarantee, for an amount equal to 2% (Two percent) of the Contract Price, from a Bank in the form set forth in Annex-I of Schedule-F (the “**Performance Security**”). The Performance Security shall be valid beyond 30(thirty) days of the expiry of the Operation and Maintenance Period specified in RFP Clause Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor. For the avoidance of doubt, the Parties expressly agree that the Contractor shall provide, no later than 30 (thirty)days prior to the expiry of the Performance Security for the Operation and Maintenance Period specified in RFP Clause, a Performance Security in respect of the extended Operation and Maintenance Period, as specified in RFP, for an amount equal to 2% (two percent) of the Contract Price.
2. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions of Article 4 Clause 4.1 and within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Article 4 Clause 4.1.3, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and there upon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
3. In the event the Contractor fails to provide the Performance Security within 15 (Fifteen) days, it may seek extension of time for a period not exceeding a further 15 (fifteen) days on payment of Damages for such extended period in a sum calculated at the rate of 0.05% (zero-point zero five percent) of the Contract Price for each day until the Performance Security is provided.
4. Contractor will have to deposit additional performance guarantee for seriously unbalanced rate quoted by him at the time of agreement.
5. Within 15 days from the receipt of the letter of acceptance, the successful bidder shall deliver to the employer a performance security for an amount equivalent to 2% of the contract price plus additional security for unbalanced bids in accordance with clause 32.6 of ITB.
6. The performance guarantee shall be initially valid upto 30 days beyond the Operation & Maintenance period.
7. A bank Guarantee from any of the branches of Nationalized / Scheduled bank situated within the territory of India in the form given in Schedule-F.
8. Failure of the successful bidder to comply with the requirement of the Article 4 sub clause 4.1.5 shall constitute grounds for cancellation of the award and forfeiture of the bid security.

#### **4.2 Extension of Performance Security**

4.2.1 The Contractor may initially provide the Performance Security for a period of 30 days beyond the Operation & Maintenance period. provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor.

#### **4.3 Appropriation of Performance Security**

4.3.1 Upon occurrence of a Contractor Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it as Damages for the Contractor's Default.

4.3.2 Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 11 Clause 54 Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 11 Clause 54.

#### **4.4 Release of Performance Security**

The Authority shall release the Performance Security within 60 (sixty) days of the expiry of the Operation and Maintenance Period or the extended Operation and Maintenance Period, as the case may be, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Operation and Maintenance Period as the case may be, have been rectified.

#### **4.5 Retention Money**

4.5.1 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) (the "**Retention Money**") 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.

4.5.2 Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the running account bill for such Contractor's Default.

4.5.3 On completion of the whole work, half of the total retention money shall be released to the

contractor after six months and balance half will be paid after completion of Operation & Maintenance period provided that all defects notified by Engineer as rectified by Contractor and Engineer has issued certificate for the same (Annex-II of Schedule-F).

4.5.4 Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall discharge the bank guarantees, if any, furnished by the Contractor under the provisions of Clause 4.5.3 of Article 4 and refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 4.5.2 of Article 4 and the amounts refunded under the provisions of Clause 4.5.3 of Article 4.

4.5.5 The Parties agree that in the event of Termination of this Agreement, the Retention Money if any and the bank guarantees specified in this RFP shall be treated as reckoned as such for the purposes of Termination Payment under Clause 4.3.1.

#### **4.6 Additional Performance Guarantee: -**

Provision for taking Additional Performance Guarantee for rate quoted below Bill of Quantity (BOQ) rate shall be made as follows: -

- a) Additional Performance Guarantee will be charged at the rate of 0.25% for every 1% rate quoted below bill of quantity for rated quoted 0% to 5% below bill of quantity.
- b) Additional Performance Guarantee will be charged at the rate of 0.5% for every 1% rate quoted below bill of quantity for rated quoted 5% to 15% below bill of quantity.
- c) Additional Performance Guarantee will be charged at the rate of 01% for every 1% rate quoted below bill of quantity for rated quoted 15% to 20% below bill of quantity.
- d) Additional Performance Guarantee will be charged at the rate of 02% for every 1% rate quoted below bill of quantity for rated quoted 20% below bill of quantity.

ARTICLE 5  
**SITE OF PROJECT**

**5.1 The Site**

The identified schools of Bhagalpur for implementing ‘Modernisation of Schools (Phase-II)’ project under Area Based Development (ABD) are Marwari Pathshala and T.N.B Collegiate School. The estimated cost of the project is Rs.378.73 Lakhs.

**Objective:** The following are primary objectives of the project: -

- 1) Repairing of Existing Buildings
- 2) Middle Section Building
- 3) Toilet Block
- 4) Drain
- 5) Guard Room
- 6) Cycle Stand
- 7) Sanitary & Plumbing works
- 8) Rain Water Harvesting
- 9) Electrical works
- 10) Fire Fighting
- 11) Landscaping
- 12) Gate
- 13) Furniture & Accessories
- 14) CCTV and Intercom

**A) Social and Environmental Aspects**

Modernisation of Schools (Phase-II) will address improvement in socio-economic livelihood of the citizens in Bhagalpur city. Further, landscaping and rain water harvesting works will improve the environmental aspect.

**5.2 Geological and archaeological finds**

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period so as to enable the Contractor to continue its Works with such modifications as may be deemed necessary.

**ARTICLE 6**  
**UTILITIES AND TREES**

**6.1 New utilities**

- 6.1.1 The Contractor shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Contractor, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause – 6.1 shall not in any manner relieve the Contractor of its obligation to construct the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith at the cost of the Authority.
- 6.1.2 In the event the construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 6.1, the Contractor shall be entitled to a reasonable Time Extension as determined by the Authority's Engineer in accordance with the provisions of RFP Clause.

**6.2 Felling of trees**

The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction of the Project. The cost of such felling and of the compensatory plantation of trees, if any, shall be borne by the Selected Bidder. In the event of any delay in felling thereof for reasons beyond the control of the Contractor; it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees result any period of delay in providing the Applicable Permits, the Contractor shall be entitled to Time Extension.

**ARTICLE 7**  
**ASSIGNMENT AND CHARGES**

**7.1 Restrictions on assignment and charges**

This Agreement shall not be assigned by the Contractor to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

**7.2 Hypothecation of Materials or Plant**

Notwithstanding the provisions of Clause 7.1 of Article 7, the Contractor may pledge or hypothecate to its lenders, any Materials or Plant prior to their incorporation in the Works. Further, the Contractor may, by written notice to the Authority, assign its right to receive payments under this Agreement either absolutely or by way of charge, to any person providing financing to the Contractor in connection with the performance of the Contractor's obligations under this Agreement. The Contractor acknowledges that any such assignment by the Contractor shall not relieve the Contractor from any obligations, duty or responsibility under this Agreement. For the avoidance of doubt, all Materials and Plants shall, upon their incorporation into Works, be free from any and all Encumbrances without the Authority being required to make any payment to any person on account of any costs, compensation, expenses and charges for such Materials, Plants and Works.



## ARTICLE 8 LIABILITY AND INDEMNITY

### **8.1 General indemnity**

The Contractor shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “**Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

### **8.2 Indemnity by the Contractor**

**8.2.1** Without limiting the generality of Clause 8.1 of Article 8, the Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
- b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
- c) non – payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

**8.2.2** Without limiting the generality of the provisions of this Article 8, the Contractor shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub- contractors in performing the Contractor’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own

expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non- infringing work or part or process, or modify the same so that it becomes non- infringing.

### **8.3 Notice and contest of claims**

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Agreement (the “**Indemnified Party**”) it shall notify the other Party (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

### **8.4 Defense of claims**

**8.4.1** The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Agreement, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

**8.4.2** If the Indemnifying Party has exercised its rights under Clause 8.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

**8.4.3** If the Indemnifying Party exercises its rights under Clause 8.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- a) the employment of counsel such party has been authorized in writing by the Indemnifying Party;

- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action;
- c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
  - 1) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
  - 2) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 8.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

#### **8.5 No Consequential Claims**

Notwithstanding anything to the contrary contained in this Article 8, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

#### **8.6 Survival on Termination**

The provisions of this Article 8 shall survive Termination.

## ARTICLE 9 DISPUTE RESOLUTION

### 9.1 Dispute resolution

**9.1.1** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.2 of Article 9.

**9.1.2** The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 9.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon an officer of the Authority, not below the rank of Secretary to the Government or Managing Director cum Chief Executive Officer/Chief General Manager, as the case may be, or such other person as the Parties may mutually agree upon (the “**Conciliator**”) to conciliate and assist the Parties in arriving at an amicable settlement thereof. Failing conciliation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Secretary or Managing Director cum Chief Executive Officer of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) business days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) business days of the notice in writing referred to in Clause 9.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.3.

### 9.3 Arbitration

**9.3.1** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 9.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or Construction Industry Arbitration Council (CIAC), New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Bhagalpur, and the language of arbitration proceedings shall be English.

The Arbitration shall be in Institutional mode & would not be adhoc, in any case, and the online mode of dispute resolution may also be resorted to as per the latest notification of Ministry of Law & Justice, Government of India.

**9.3.2** There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

**9.3.3** Wherever possible or required, On-line dispute resolution mechanism as prescribed By Ministry of Law vide their notification- [http://doj.gov.in/sites/default/files/List%20of%20firm%20with%20profile-17\\_1.pdf](http://doj.gov.in/sites/default/files/List%20of%20firm%20with%20profile-17_1.pdf), with subsequent amendments if any, is to be resorted to, in place of the traditional in-situ arbitration procedures. The decision on which system of procedures is to be followed (viz. traditional or on-line) would rest with the Contracting Parties at the time of signing the contract, who may if they so decide, permit the decision to be made by Third Arbitrator (appointed by the two nominated arbitrators).

**9.3.4** The arbitral tribunal shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Article 9 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

**9.3.5** The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

**9.3.6** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**9.3.7** In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten percent) per annum from the date of interim payment to the date of final settlement of such balance.

#### **9.4 Adjudication by a tribunal**

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 9.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

## ARTICLE 10 MISCELLANEOUS

### **10.1 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **10.2 Waiver of immunity**

Each Party unconditionally and irrevocably:

1. Agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
2. Agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
3. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
4. consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

### **10.3 Waiver**

**10.3.1** Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- c) Shall not affect the validity or enforceability of this Agreement in any manner.

**10.3.2** Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### **10.4 Liability for review of Documents**

Except to the extent expressly provided in this Agreement:

- a) no review, comment or approval by the Authority or the Authority's Engineer of any

- Document submitted by the Contractor nor any observation or inspection of the construction of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and
- b) The Authority shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

#### **10.5 Exclusion of implied warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by customer otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

#### **10.6 Survival**

##### **10.6.1 Termination shall:**

- a) not relieve the Contractor or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**10.6.2** All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

#### **10.7 Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals and bid submissions, as the case may be, shall be deemed to form part of this Agreement and treated as such.

#### **10.8 Severability**

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly

as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

### **10.9 Third parties**

This Agreement is intended solely for the benefit of the Parties, and the irrelative successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

### **10.10 Successors and assigns**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

### **10.11 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Contractor, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the person as the Contractor may from time to time designate by notice to the Authority;

Attention:

{Designation:

Address:

Fax No:

Email: }

- b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in the same city as the Authority, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier;

{Designation:

Address:

Fax No:

Email: };

- c) any notice or communication by a Party to the other Party, given in accordance



herewith, shall be deemed to have been delivered when in the normal course of postitought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

#### **10.12 Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **10.13 Counterparts**

This Agreement may be executed in two counter parts, each of which, when executed and delivered, shall constitute an original of this Agreement.

#### **10.14 Confidentiality**

The Parties shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous consent of the Authority.

#### **10.15 Copyright and Intellectual Property rights**

**10.15.1** As between the Parties, the Authority shall retain the copyright and other Intellectual Property rights in the Authority's Documents and other design documents made by (or on behalf of) the Authority. The Authority shall be deemed (by signing this Agreement) to give to the Contractor a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Authority's Documents, including making and using modifications of them. This licenses hall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Authority's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Authority's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Authority:

**10.15.2** The Authority's Documents and other design documents made by (or on behalf of) the Authority's shall not, without the Authority's consent, be used, copied or communicated to a third party by (or on behalf of) for purposes other than those permitted under this Clause 10.15.

**10.15.3** As between the Parties, the Authority shall retain the copyright and other Intellectual Property rights in this Agreement and other documents made by (or on behalf

of) the Authority. The Contractor may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. They shall not, without the Authority's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the contract.

#### **10.16 Limitation of Liability**

**10.16.1** Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement.

**10.16.2** The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, save and except as provided in Articles 08, shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

#### **10.17 Transportation and Office Space at Site to the Client:**

**10.17.1** A SUV vehicle with fuel and driver for day-to-day work/visit of site/any other related work and a well-furnished office space with all amenities including supporting staffs should be provided by the contractor to the Client.

**10.18** Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the complete construction of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

**10.19** The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

**10.20** Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Contractor shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times.

**10.21** The Contractor shall remedy any and all loss or damage to the Project, occurring on or after the Appointed Date and until the date of Provisional Certificate, with respect to the Works completed prior to the issuance of the Provisional Certificate and/or Completion Certificate, with respect to the Works referred to in the Punch List, at its own cost, save and except to the extent that any such loss or damage shall have arisen from any default of the Authority or on account of a Force Majeure Event in which case the provisions of Clause 52 of Section-4 shall apply.

**10.22** The Contractor shall remedy any and all loss or damage to the Project during the Operation and maintenance period at its own cost, to the extent that such loss or damage shall have arisen out of the reasons specified in Clause 10.90 of Article-10.

**10.23** The Contractor shall, at its own cost and expense, in addition to and not in derogation

of its obligations elsewhere set out in this Agreement:

- a. make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
- b. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for Materials, methods, processes, know-how and systems used or incorporated into the Project;
- c. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;
- d. ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement;
- e. always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;
- f. support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- g. ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with Applicable Laws and Good Industry Practice;
- h. keep, on the Site, a copy of this Agreement, publications named in this Agreement, any modified Drawings, Documents relating to the Project, and Change of Scope Orders and other communications sent under this Agreement, and provide access to all these documents at all reasonable times to the Authority's Engineer and its authorized personnel;
- i. cooperate with other contractors employed by the Authority and personnel of any other public authority; and
- j. not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all the existing facilities within the Right of Way, irrespective of whether they are public or in the possession of the Authority or of others.

**10.24** The Contractor shall undertake all necessary super intendence to plan, arrange, direct, manage, inspect and test the Works.

**10.25 The bidder should not outsource the contract without approval from "Engineer-In-Charge" to the sub-contractor. An undertaking from the bidder to be submitted.**

**10.26** The Contractor shall ensure and procure that the personnel engaged by it or by its Sub-contractors for performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity

with Applicable Laws and Good Industry Practice.

**10.27** The Authority's Engineer may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel from the Project. Provided that any such direction issued by the Authority's Engineer shall specify the reasons for the removal of such person.

**10.28** The Contractor shall, on receiving a direction from the Authority's Engineer under the provisions of Clause 10.27, ensure and procure the removal of such person or persons from the Project with immediate effect. The Contractor shall further ensure that such persons have no further connection with the Project.

**10.29** The Contractor shall not use the Project or any part thereof in any manner for branding or advertising purposes including for advertising any commercial product or services or companies.

**10.30** The Contractor shall bear full risk in and take full responsibility for the care of Works, and of Materials, goods and equipment for incorporation therein, on and from the Appointed Date and until the date of Provisional Certificate, with respect to the Works completed prior to the issuance of the Provisional Certificate, and/or Completion Certificate, with respect to the Works referred to in the Punch List, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority.

**10.31** The Contractor shall be responsible for procuring of all power, water and other services that it may require for the Project.

**10.32** Except as otherwise specified in the Agreement:

- i. the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;
- ii. the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs without prior approval of Engineer In Charge; and
- iii. the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs without prior approval of Engineer In Charge.

For the purposes of this Clause, unforeseeable difficulties include physical conditions like man-made or natural physical conditions including sub-surface and hydrological conditions which the Contractor encounters at the Site during execution of the Works.

**10.33** The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

**10.34** The Authority shall be responsible for the correctness of the Scope of the Project, Project Facilities, Specifications and Standards and the criteria for Testing of the

completed Works.

**10.35** The Authority shall, upon receiving the Performance Security under Clause 4.1 of Article 4, provide to the Contractor:

- a. The land for construction in accordance with the provisions of Clause 8.1, within a period of 15 (fifteen) days from the date of this Agreement.
- b. approval of the general arrangement drawings (the “**GAD**”) from BSCL authorities to enable the Contractor to start construction of Project in accordance with the Specifications and Standards, and subject to the terms and conditions specified in such approval, within a period of 30 (thirty) days from the Appointed Date; and
- c. All environmental and forest clearances as required under Clause 10.38.

**10.36** Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under this RFP shall not exceed 3% (three percent) of the Contract Price. For the avoidance of doubt, the Damages payable by the Authority under the aforesaid Clauses shall not be additive if they arise concurrently from more than one cause but relate to the same part of the Project.

**10.37** The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

- a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;
- b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable than those generally available to commercial customers receiving substantially equivalent services;
- c) procure that no barriers that would have a material adverse effect on Works are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order;
- d) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- e) support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement; and
- f) upon written request from the Contractor and subject to the provisions of this RFP, provide reasonable assistance to the Contractor and any expatriate personnel of the Contractor or its Sub-contractors to obtain applicable visas and work permits for the purposes of discharge by the Contractor or its Sub- contractors of their obligations under this Agreement and the agreements with the Sub- contractors.

**10.38** All the clearances shall be taken by selected bidder from the competent authority such as Ministry of Environment and Forest (MoEF)/ Central Pollution Control Board/ State Pollution Control Board etc. at their own cost.

**10.39** The Contractor represents and warrants to the Authority that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or inequity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- j) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of

material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

- k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

**10.40** In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

**10.41** Within ten (10) days from the appointed date the contractor shall:

- a) Appoint its representative, duly authorized to deal with authority in respect of all matters under or arising out of or relating to this agreement.
- b) Undertake & perform all such acts, deeds & things as may be necessary or required before commencement of works under and in accordance with this agreement applicable laws & applicable permits.
- c) Make its own arrangement for quarrying & procurement needed for the project under and in accordance with applicable laws and applicable permits.
- d) Within 20 days from the appointed date contractor shall submit a programme for construction of works and completion of all stages of construction and project milestone of the work as specified in the schedule. The contractor shall submit a revised programme whenever the previous programme is inconsistent with actual progress.
- e) Monthly cashflow forecast for the project.
- f) The contractor shall construct the project with drawings, specification and standards set forth in RFP or in case of any change as approved by Engineer In Charge. The contractor shall be responsible for the correctness of all parts of the works & rectify any error in the position, levels, dimension and any engineering aspects with prior approval from the Engineer In Charge.

**10.42** The Contractor shall, no later than 15(fifteen) business days from the occurrence of an event or circumstance specified in Clause 28 of Article 11, inform the Authority by notice in writing, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Provided that the period of 15 (fifteen) business days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance.

Provided further that notwithstanding anything to the contrary contained in this Agreement, Time Extension shall be due and applicable only for the Works which are affected by the aforesaid events or circumstances and shall not in any manner affect the Project Completion Schedule for and in respect of the Works which are not affected

thereby.

**10.43** In the event of the failure of the Contractor to issue to the Authority's Engineer a notice in accordance with the provisions of Clause 10.42 of Article 10 within the time specified therein, the Contractor shall not be entitled to any Time Extension and shall forfeit its right to any such claims in future. For the avoidance of doubt, in the event of failure of the Contractor to issue notice as specified in this Clause 10.43, the Authority shall be discharged from all liability in connection therewith.

**10.44** In respect of the work which the Authority's Engineer is entitled to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed there on, the Contractor shall give notice to the Authority's Engineer whenever any such work is ready and before it is covered up. The Authority's Engineer shall then either carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the Authority's Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the Authority's Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Authority's Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Authority's Engineer, the Contractor shall be entitled to assume that the Authority's Engineer would not undertake the said inspection and shall inform to Engineer In Charge.

**10.45** If, as a result of an examination, inspection, measurement or testing, any Plant, Material, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Authority's Engineer may reject such Plant, Material, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the rejected it recompiles with the requirements of this Agreement.

**10.46** If the Authority's Engineer requires the Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the Authority to incur any additional costs, such costs shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

**10.47** The Contractor shall not be entitled to any extension of time on account of rectifying any Defect or retesting as specified in the Clause 10.45, 10.46 & 10.48 of Article 10

**10.48** No examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Authority's Engineer or its failure to convey its observations or to examine, inspect, measure or test shall relieve the Contractor of its obligations and



liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.

**10.49** Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor to:

1. remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;
2. remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and
3. execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work which is required on account of a Force Majeure Event, the provisions of Clause 52 of Section-4 shall apply.

**10.50** If the Contractor fails to comply with the instructions issued by the Authority's Engineer under Clause 10.49, within the time specified in the Authority's Engineer's notice or as mutually agreed, the Authority's Engineer may advise the Authority to have the work executed by another agency. The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

**10.51** Without prejudice to the provisions of this RFP, in the event the Contractor does not achieve any of the Project Financial Progress Milestones within the time period stipulated in Schedule I then in addition to the penalty deductions from running account bills the Authority's Engineer shall have reasonably determined that the rate of progress of Works is such that Completion of the Project is not likely to be achieved by the end of the Scheduled Completion Date, it may notify the same to the Contractor, and the Contractor shall, within 15 (fifteen) days of such notice, by a communication inform the Authority's Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

**10.52** The Contractor shall hand over to the Authority's Engineer a copy of all its quality control records and documents before the Completion Certificate is issued pursuant to the clause of this RFP.

**10.53** Upon recommendation of the Authority's Engineer to this effect, or on its own volition in cases of emergency or urgency, the Authority may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of the Authority's Engineer or the Authority, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the Authority may *suo moto* issue the notice referred to herein above.

**10.54** The Contractor shall, pursuant to the notice under Clause 10.53 of Article 10, suspend the Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project including pedestrians. The Contractor may by notice require the Authority's Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension here under may be revoked. Upon receiving the recommendations of the Authority's Engineer, the Authority shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in the Clause 10.53, 10.54, 10.55 & 10.56 shall be repeated until the suspension hereunder is revoked.

**10.55** Subject to the provisions of Clause 52 of Section-4, all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs"), shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

**10.56** If suspension of Works is for reasons not attributable to the Contractor, the Authority's Engineer shall determine any Time Extension to which the Contractor is reasonably entitled in accordance with the provisions of Clause 28 of Article 11.

**10.57** The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

**10.58** The Contractor warrants that all Materials shall be new, unused, not reconditioned and in conformity with Specification and Standards, Applicable Laws and Good Industry Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Good Industry Practice.

**10.59** The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the "**Quality Assurance Plan**" or "**QAP**").

**10.60** The Contractor shall, within 30 (thirty) days of the Appointed Date, submit to the Authority's Engineer its Quality Assurance Plan which shall include the following:

- i) organization, duties and responsibilities, procedures, inspections and documentation;
- ii) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Specifications and Standards and Good Industry Practice; and
- iii) Internal quality audit system.

The Authority's Engineer shall convey its comments to the Contractor within a period

of 21 (twenty-one) days of receipt of the QAP stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions of the Clause 10.59 & 10.60.

**10.61** The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets, Materials and workmanship in accordance with the Quality Assurance Plan.

**10.62** The cost of testing of Construction, Materials and workmanship under the clause 10.57 to clause 10.72 shall be borne by the Contractor.

**10.63** The Contractor shall, at least 15 (fifteen) days prior to the commencement of work, submit to the Authority's Engineer for review the methodology proposed to be adopted for executing the Works, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The Authority's Engineer shall complete the review and convey its comments, if any, to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

**10.64** The Authority or any representative authorized by the Authority in its behalf shall inspect and review the progress and quality of the Works and issue appropriate directions to the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement.

**10.65** At any time during construction, the Authority may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the Authority, shall be notified to the Contractor and the Authority's Engineer for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 10.65, the external technical audit shall not affect any obligations of the Contractor or the Authority's Engineer under this Agreement.

**10.66** The Authority shall have the right to inspect the records of the Contractor relating to the Works.

**10.67** During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Authority's Engineer a monthly report on the progress of Works and shall promptly give such other relevant information as may be required by the Authority's Engineer.

**10.68** The Authority's Engineer and its authorized representative shall at all times:

- i) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and

- ii) During production, manufacture and construction at the Site and at the place of production, been titled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

**10.69** The Contractor shall give the Authority's Engineer and its authorized agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

**10.70** The Authority's Engineer shall submit a monthly inspection report (the "**Inspection Report**") to the Authority and the Contractor bringing out there sults of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Authority's Engineer shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

**10.71** The Contractor shall submit the following samples of Materials and relevant information to the Authority's Engineer for review:

- i) manufacturer's test reports and standard samples of manufactured Materials; and
- ii) Samples of such other Materials as the Authority's Engineer may require.

**10.72** For determining that the Works conform to the Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement, and in accordance with Good Industry Practice for quality assurance. The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Authority's Engineer. Of the total tests for each category or type to be undertaken by the Contractor under the provisions of this Agreement and Good Industry Practice, the Authority's Engineer shall

- (a) carry out or cause to be carried out, test checks equal to about 10% (ten percent) of the number of the tests required to be undertaken by the Contractor; and
- (b) witness or participate in at least 10% (ten percent) of the number of such tests conducted or caused to be conducted by the Contractor.

**10.73** All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor in accordance with the provisions of this Agreement.

**10.74** Upon receiving the Completion Certificate (Schedule-K), the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty percent) of the actual cost of removal

incurred by the Authority.

**10.75** The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications or alterations to the Works (“**Change of Scope**”) before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of the Clause 10.75 to 10.86 of this Article.

**10.76** Change of Scope shall mean:

- 1) change in specifications of any item of Works;
- 2) omission of any work from the Scope of the Project; provided that, the Authority shall not omit any work under this Clause in order to get it executed by any other entity; or
- 3) Any additional work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction.

**10.77** If the Contractor determines at any time that a Change of Scope will, if adopted,

- (i) Accelerate completion,
- (ii) reduce the cost to the Authority of executing, maintaining or operating the Project,
- (iii) improve the efficiency or value to the Authority of the completed Project, or
- (iv) otherwise, be of benefit to the Authority, it shall prepare a proposal with relevant details at its own cost.

The Contractor shall submit such proposal, supported with the relevant details including the amount of reduction in the Contract Price, if any, to the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Clause 10.75 to 10.86 of this Article or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without a Change of Scope Order being issued by the Authority, save and except any Works necessary for meeting any Emergency.

**10.78** In the event of the Authority determining that a Change of Scope is necessary, it may direct the Authority’s Engineer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated there under (the “**Change of Scope Notice**”).

**10.79** Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority and the Authority’s Engineer such information as is necessary, together with preliminary documentation in support of:

- a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
- b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following

details:

- c) break down of the quantities, unit rates and cost for different items of work;
  - d) Proposed modifications, if any, to the Project Completion Schedule of the Project.
- For the avoidance of doubt, the Parties expressly agree that, subject to the provisions of Clause 10.85, the Contract Price shall be increased or decreased, as the case may be, on account of Change of Scope.

**10.80** The Contractor's quotation of costs for the Change of Scope shall be determined on the following principles:

- a) For works of similar nature compared to the Works being executed, the quotation shall be based on the rate for the item of work inclusive of all labour, Materials, equipment, incidentals, overheads and profit derived in accordance with the provisions of RFP Clause; and the price adjustment in accordance with RFP Clause shall apply to the rates so worked out.
- b) For works not similar in nature to the Works being executed, the cost of work shall be derived on the basis of Bihar SOR Standard Data Book.

**10.81** Upon reaching an agreement, the Authority shall issue an order (the “**Change of Scope Order**”) requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may:

- a) Issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Authority till the matter is resolved in accordance with Article 9; or
- b) Proceed in accordance with RFP.

**10.82** The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply to the works undertaken by the Contractor under this Clause 10.75 to 10.86 of this Article.

**10.83** Payment for Change of Scope shall be as per R.A(Running Account) Bill.

**10.84** No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

**10.85** Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 10% (ten percent) of the Contract Price.

**10.86** Notwithstanding anything to the contrary in this Clause 10.75 to 10.86 of this Article, no change arising from any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

**10.87** The Contractor shall be responsible for all the Defects and deficiencies, in the Project or any Section thereof, till the expiry of the Operation and Maintenance Period of

five years.

**10.88** The implementing agency will have to carry out maintenance activities on the completed Schools including maintenance, minor and major repairs of civil infrastructure during construction period till the completion of entire work and during the Operation & Maintenance period of 5 years. Repainting of School will also be required to be done once the entire work is completed.

**10.89** Without prejudice to the provisions of Clause 10.89 the Contractor shall repair or rectify all Defects and deficiencies observed by the Authority's Engineer/Authority nominee during the Operation and Maintenance Period within a period of 15 (fifteen) days from the date of notice issued by the Authority's Engineer in this behalf, or within such reasonable period as may be determined by the Authority's Engineer at the request of the Contractor, in accordance with Good Industry Practice.

**10.90** For the avoidance of doubt, any repair or rectification undertaken in accordance with the provisions of Clause 10.89, including any additional tests, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- a) the design of the Project;
- b) Works, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- c) improper maintenance during construction of the Project by the Contractor; or
- d) Failure by the Contractor to comply with any other obligation under this agreement.

**10.91** In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 10.89, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined, and an amount equal to 20% (twenty percent) of such cost as Damages, shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor.

**10.92** The Operation and Maintenance Period shall be deemed to be extended till the identified Defects under Clause 10.89 have been remedied.

**10.93** Any Materials or Works with Operation and Maintenance Period identified under Clause 10.89 and replaced or repaired during the Operation and Maintenance Period or the extended Operation and Maintenance Period, as the case may be, would be further warranted for a period of twelve (12) months from the date of completion of such repair or replacement.

**10.94** The Contractor shall upon termination or expiry of this Agreement, or upon expiry of the Operation and Maintenance Period, assign any outstanding benefit in respect of any subcontract or any warranty from any subcontractor, to the Authority or to such other person as the Authority may direct.

**10.95** As per R.A(Running Account) Bill.

**10.96** Within 15 (fifteen) days of the receipt of the Monthly Payment Statement referred in RFP, the Authority's Engineer shall determine and shall deliver to the Authority and the Contractor an IPC certifying the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement. For the avoidance of doubt, the Parties agree that the MPC shall specify all the amounts that have been deducted and the reasons therefore.

**10.97** In cases where there is a difference of opinion as to the value of any stage of work, the opinion of the Authority's Engineer shall prevail and monthly payments shall be made to the Contractor on that basis; provided that the foregoing shall be without prejudice to the Contractor's right to raise a Dispute.

**10.98** The Authority's Engineer may, for reasons to be recorded, withhold from payment:

- a) The estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and in respect of which the Authority's Engineer had notified the Contractor; and
- b) The estimated cost of rectification of any Works which have not been constructed in accordance with this Agreement.

**10.99** Payment by the Authority hereunder shall be deemed to be provisional and shall not be construed as the Authority's acceptance, approval, consent or satisfaction with the work done.

**10.100** In the event the amounts released by the Authority under Clause 10.95 exceed the amount finally determined by the Authority's Engineer pursuant to Clauses 10.96 to 10.98, the difference thereof shall be accounted for in the next IPC.

**10.101** If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in costs, notify the Authority with a copy to the Authority's Engineer of such additional costs due to Change in Law.

**10.102** If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of



such reduction in costs, notify the other Party with a copy to the Authority's Engineer of such reduction in costs due to Change in Law.

**10.103** The Authority's Engineer shall, within 15 (fifteen) days from the date of receipt of notice from the Contractor or the Authority, as the case may be, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

**10.104** The Contractor shall effect and maintain at its own cost the insurances specified in Schedule-N and as per the requirements under Applicable Laws.

**10.105** Notwithstanding anything contained in this Agreement, it is hereby expressly agreed between the Parties that the Authority shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the Authority, its agents or servants. The Contractor shall indemnify and keep indemnified the Authority from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the Authority shall be liable.

**10.106** The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Project from and against any liability incurred in pursuance of the Clause 10.104, 10.105 & 10.106. Provided that for the purposes of this Clause – 10.106, the Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel. Provided further that in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this Clause – 10.106 shall be discharged if the Sub-contractor shall have insured against any liability in respect of such persons in such manner that the Authority is indemnified under the policy. The Contractor shall require such Sub-contractor to produce before the Authority, when required, such policy of insurance and the receipt for payment of the current premium within 15 (fifteen) days of such demand being made by the Authority.

**10.107** Upon occurrence of a Contractor Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend carrying out of the Works or any part thereof, and (b) carry out such Works itself or authorize any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

**10.108** During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest in the Contractor and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with

this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licenses and sub-licenses respectively, the Authority or any other person authorized by it under Clause 10.107 to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Project and its design, engineering, construction, and which is used or created by the Contractor in performing its obligations under the Agreement.

**10.109** In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

**10.110** Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

## ARTICLE 11 DEFINITIONS

### 11.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**“Accounting Year”** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

**“Advance Payment”** shall have the meaning as set forth in Clause 47 of Article 11;

**“Affiliate”** means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

**“Agreement”** means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

**“Applicable Laws”** means all laws, brought into force and effect by GOI or the State Government(s) including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

**“Applicable Permits”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction of the Project during the subsistence of this Agreement;

**“Appointed Date”** means date of this Agreement.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

**“Authority”** shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

**“Authority’s Engineer”** shall have the meaning Representative of Authority;

**“Authority Representative”** means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

**“Bank”** means a bank incorporated in India and having a minimum net worth of Rs.1,000 crore (Rupees one thousand crore) or any other bank acceptable to the Authority;

**“Bank Rate”** means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

**“Base Date”** means the last date of that calendar month, which date precedes the Bid Due

Date by at least 28 (twenty-eight) days;

**“Bid”** means the documents in their entirety comprised in the bid submitted by the [selected bidder] in response to the Request for Proposals in accordance with the provisions thereof and **“Bids”** shall mean the bids submitted by any and all pre-qualified bidders;

**“Bid Security”** means the bid security provided by the Contractor to the Authority in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

**“CPI (IW)”** means the Consumer Price Index for Industrial Workers as published by the Labour Bureau, Government of India and shall include any index which substitutes the CPI (IW), and any reference to CPI (IW) shall, unless the context otherwise requires, be construed as a reference to the CPI (IW) published for the period ending with the preceding month, save and except that for the purposes of annual revision of the Fixed Charge in accordance with the provisions of RFP, the revision due on April 1 of any year shall be computed with reference to CPI (IW) as on January 31 of that year;

**“Change in Law”** means the occurrence of any of the following after the Base Date:

- i. the enactment of any new Indian law;
- ii. the repeal, modification or re-enactment of any existing Indian law;
- iii. the commencement of any Indian law which has not entered into effect until the Base Date;
- iv. a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date; or
- v. any change in the rates of any of the Taxes or royalties that have a direct effect on the Project;

**“Change of Scope”** shall have the meaning as set forth in Clause 10.75, 10.76, 10.77 of Article 10;

**“Change of Scope Notice”** shall have the meaning as set forth in Clause 10.78 of Article 10;

**“Change of Scope Order”** shall have the meaning as set forth in Clause 10.81 of Article 10;

**“Completion Certificate”** shall have the meaning as set forth in Schedule K;

**“Joint Venture”** means the Joint Venture of entities which have formed a joint venture for implementation of this Project;

**“Construction”** shall have the meaning as set forth in Clause 1.2.1 (f);

**“Construction Period”** means the period commencing from the Appointed Date and ending on the date of the Completion Certificate;

**“Contractor”** shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

**“Contractor Default”** shall have the meaning as set forth in Clause 4.3 of Article 4;

**“Cure Period”** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- ☐ commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
  - ☐ not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
  - ☐ not in any way be extended by any period of Suspension under this Agreement;
- provided that if the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority or the Authority's Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Authority's, Engineer to accord their approval;

**"Damages"** shall have the meaning as set forth in paragraph of Clause 1.2.1;

**"Defect"** means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards;

**"Operation & Maintenance Period"** shall have the meaning as set forth in Clause 10.88 of Article 10;

**"Dispute"** shall have the meaning as set forth in Clause 9.1 of Article 9;

**"Dispute Resolution Procedure"** means the procedure for resolution of Disputes as set forth in Article 9;

**"Drawings"** means all of the drawings, calculations and documents pertaining to the Project as set forth in Schedule-H, and shall include 'as built' drawings of the Project;

**"Document" or "Documentation"** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

**"Emergency"** means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to the Works or any of the Project Assets;

**"Encumbrances"** means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein.

**"Force Majeure" or "Force Majeure Event"** shall have the meaning ascribed to it in Clause 52 of Section-4;

**"GAD" or "General Arrangement Drawings"** shall have the meaning as set forth in Clause 10.35;

**"GOI" or "Government"** means the Government of India;

**"Good Industry Practice"** means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

**"Government Instrumentality"** means any department, division or sub-division of the

Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat, under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;

**“Indemnified Party”** means the Party entitled to the benefit of an indemnity pursuant to Article 8;

**“Indemnifying Party”** means the Party obligated to indemnify the other Party pursuant to Article 8;

**“Indirect Political Event”** shall have the meaning as set forth in Clause 52 of Section-4;

**“Insurance Cover”** means the aggregate of the maximum sums insured under the insurances taken out by the Contractor pursuant to Clause 13 Article 11, and includes all insurances required to be taken out by the Contractor under RFP Clauses but not actually taken, and when used in the context of any actor event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

**“Intellectual Property”** means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

**“Interim Payment Certificate”** or **“IPC”** means the interim payment certificate issued by the Authority’s Engineer for payment to the Contractor in respect of Contractor’s claims for payment raised in accordance with the provisions of this Agreement;

**“LOA”** or **“Letter of Acceptance”** means the letter of acceptance referred to in Recital (D);

**“Lead Member”** shall, in the case of a Joint Venture, mean the member of such Joint Venture who shall have the authority to bind the Contractor and each member of the Joint Venture; and shall be deemed to be the Contractor for the purposes of this Agreement;

**“Manuals”** shall mean the manuals;

**“Material Adverse Effect”** means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

**“Materials”** are all the supplies used by the Contractor for incorporation in the Works of the Project;

**“Non-Political Event”** shall have the meaning as act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical etc.

**“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

**“Performance Security”** shall have the meaning as set forth in Article 4;

“**Plant**” means the apparatus and machinery intended to form or forming part of the Works;

“**Political Event**” shall have the meaning as set forth in Clause 52;

“**Programme**” shall have the meaning as set forth in Clause 10.41;

“**Project**” means the construction of the Project in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“**Project Assets**” means all physical and other assets relating to (a) tangible assets such as civil works and equipment including [foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road over-bridges, drainage works, traffic signals, sign boards, kilometer-stones, electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices]; and (b) Project Facilities situated on the Site;

“**Project Completion Date**” means the date on which the last Provisional Certificate is issued;

“**Project Completion Schedule**” means the progressive Project Milestones set forth in Schedule-I for completion of the Project on or before the Scheduled Completion Date;

“**Project Facilities**” means all the amenities and facilities to be constructed on the Site,

“**Project Milestone**” means the project milestone as set forth in Schedule-I and includes the Scheduled Completion Date;

“**Provisional Certificate**” shall have the meaning as set forth in Schedule K;

“**Punch List**” shall have the meaning a list of outstanding items of work;

“**Quality Assurance Plan** “or “**QAP**” shall have the meaning as set forth in Clause 10.59;

“**Re.**”, “**Rs.**” or “**Rupees**” or “**Indian Rupees**” means the lawful currency of the Republic of India;

“**Request for Proposals**” or “**RFP**” shall have the meaning as set forth in Recital (C);

“**Retention Money**” shall have the meaning as set forth in Clause 4.5;

“**Scheduled Completion Date**” shall be the date as set forth in ITB;

“**Scope of the Project**” shall have the meaning as set forth in Clause 2.1;

“**Section**” means a part of the Project;

“**Specifications and Standards**” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Contractor to, and expressly approved by, the Authority;

“**State**” means the State or the Union Territory, as the case may be, in which the headquarters of the Authority are situate and “**State Government**” means the government of that State or Union Territory;

“**Structures**” means an elevated [road or a flyover], as the case may be;

“**Sub-contractor**” means any person or persons to whom a part of the Works has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

“**Suspension**” shall have the meaning as set forth in Clause 10.107;

“**Taxes**” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central,

State or local) on the goods, Materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

**“Termination”** means the expiry or termination of this Agreement;

**“Termination Notice”** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

**“Termination Payment”** means the amount payable by either Party to the other upon Termination;

**“Tests”** means the tests set forth in Schedule-J to determine the completion of Works in accordance with the provisions of this Agreement;

**“Time Extension”** shall have the meaning as set forth in Clause 47 of Article 11;

**“User”** means a person who uses or intends to use the Project or any part thereof in accordance with the provision of this Agreement and Applicable Laws;

**“Valuation of Unpaid works”** shall have the meaning as set forth in Clause 21.5.1;

**“WPI”** means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month; and

**“Works”** means all works including survey and investigation, design, engineering, procurement, construction, Plant, Materials, temporary works and other things necessary to complete the Project in accordance with this Agreement.



## Definitions

### 11.2 A. General

**1.Definition:** Terms which are defined in the Contract data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the BID.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with RFP.

**The Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in RFP.

**The Contract Data** defines the documents and other information which comprise the Contract.

**The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The **Contract Price** is the price state in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period/Operation & Maintenance Period** is the period named in the contract Data and calculated from the Completion Date.

The **Employer** is **Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur** who will employ the contractor to carry out the Works.

The **Employer's representative** will be the **Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur** concerned to be notified by the Employer. The Employer's representative will act on behalf of Employer.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor issuing and valuing Variations to the Contract, awarding extensions of time. \*

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works.

The Intended Completion Date is specified in the Contract Data. The Intended Completion date may be revised only by the Engineer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and the sub-surface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

**Temporary Works** are works designed, consulted, installed, and removed by the contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## **2. Interpretation**

**2.1.** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

**2.2.** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion date and Intended Completion date for the whole of the works).

**2.3.** The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications

- (7) Drawings
- (8) Bill of Quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

### **3. Language and Law**

**3.1.** The language of the Contract and the law governing the contract are stated in the Contract Data.

### **4. Engineer's Decisions**

**4.1.** Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

**5.1.** The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **6. Communications**

**6.1.** Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract act).

### **7. Sub-Contracting**

**7.1.** The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations. Maximum number of Sub Contractor will be two and they will have to meet all qualifying criteria in the ratio of work allotted.

### **8. Other Contractors**

**8.1.** The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the employer between the dates given in the Schedule of other Contractors. The contractors shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

### **9. Personnel**

**9.1.** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualification, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

**9.2.** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

### **10. Employer's and Contractor's Risks**

**10.1.** The Employer carries the risks which this Contract states are Employer's risks, and the contractor carries the risks which this Contract states are Contractor's risks.

### **11. Employer's Risks**

**11.1.** The Employer is responsible for the excepted risks which are

- (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive; or
- (b) a cause due solely to the design of the Works, other than the Contractor's design.

### **12. Contractor's Risks**

**12.1.** All risks of loss 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.

### **13. Insurance**

**13.1** The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Operation & Maintenance Period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plants and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

**13.2.** Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

**13.3.** If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

**13.4.** Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

**13.5** Both parties shall comply with any conditions of the insurance policies.

### **14. Site Investigation Reports**

**14.1.** The Contractor, in preparing the Bid, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Bidder.

**15. Queries about the Contract Data**

**15.1.** The Engineer will clarify queries on the Contract Data.

**16. Contractor to Construct the Works**

**16.1.** The Contractor shall construct and install the Works in accordance with the specification and Drawings.

**17. The Works to be Completed by the Intended Completion date**

**17.1.** The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

**18. Approval by the Engineer**

**18.1.** The Contractor shall submit Specifications and Drawings, showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

**18.2.** The Contractor shall be responsible for design of Temporary Works.

**18.3.** The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

**18.4** The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

**18.5** All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

**19. Safety**

**19.1.** The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

**20.1.** Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

**21. Possession of the Site**

**21.1.** The Employer shall give possession of all parts of the site to the Contractor.

**22. Access to the Site**

**22.1.** The Contractor shall allow the engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated / assembled for the works.

**23. Instructions**

**23.1.** The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable law where the site is located.

**23.2.** The Constructor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

**24. Deleted**

**25. Deleted.**

**26.Deleted.**

## **11.2 B. TIME CONTROL**

### **27. Programme**

**27.1** Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

**27.2.** An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

**27.3.** The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

**27.4.** The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

### **28. Extension of the Intended Completion Date**

**28.1** The Engineer shall extend the intended completion date if a variation is issued or on account of reasons such as,

- (i) unavailability of free work front,
- (ii) delay in utility Shifting,
- (iii) Delay in environmental clearance,
- (iv) Delay in approval of subcontract by employer and
- (v) force majeure (Natural calamities or condition beyond human control).

If delay is attributed to the contractor such as poor mobilisation of men, materials and machineries, the extension of time will be granted with liquidated damages and for that period price escalation will not be done. The proposal of extension of time will be submitted by the contractor with supporting documents, recommended by engineer after proper scrutiny of reasons of the delay and approved by the competent authority.

**28.2** The Engineer shall decide whether and by how much to extend the Intended Completion date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**28.3** The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

**29. Deleted**

**30. Deleted**

**31. Management Meetings**

**31.1** Either the engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

**31.2** The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32.Early Warning**

**32.1** The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

**32.2** The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

**11.2 C. QUALITY CONTROL**

**33. Identifying Defects**

**33.1** The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

**34. Tests**

**34.1** If the Engineer instructs the Constructor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

**35 Correction of Defects**

**35.1** The Engineer shall give notice to the contractor of any Defects before the end of the Operation & Maintenance Period, which begins at completion and is defined in the Contract Data. The Operation & Maintenance Period shall be extended for as long as defects remain to be corrected.

**35.2.** Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

**36.Uncorrected Defects**

**36.1** If the contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## **11.2 D. COST CONTROL**

### **37. Bill of Quantities**

**37.1.** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

**37.2.** The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **38. Changes in the Quantities**

**38.1.** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering.

a) justification for rate adjustment as furnished by the contractor,

(b) economics resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,

**38.2.** The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.

**38.3.** If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### **39. Variations**

**39.1** All Variations shall be included in updated Programmes produced by the Contractor.

### **40. Payments for Variations**

**40. 1.** The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

**40.2.** If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in RFP or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of Variation. If the cost per unit of quantity changes, or if the nature of timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.

**40.3** If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the variation on the Contractor's costs.

**40.4** The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

### **41. Cash Flow Forecasts**

**41.1** When the Programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.



## **42. Payment Certificates**

**42.1.** The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

**42.2** The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

**42.3** The value of work executed shall be determined by the Engineer.

**42.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

**42.5** The value of work executed shall include the valuation of Variations.

**42.6** The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

## **43. Payments**

**43.1.** Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date for which the payment should have been made upto the date when the late payment is made at 12% per annum.

**43.2** Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

## **44. Deleted.**

## **45. Tax**

**45.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Contractor will perform such duties in regard to the deduction of such taxes at source as per applicable law.

## **46. Currencies**

**46.1** All payments shall be made in Indian Rupees.

## **47. Advance Payment**

**47.1** The Employer shall make advance payment to the Contractor of the amounts stated in the Contract

Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged @ 10% per annum. The Interest will be charged with the instalment of recovery of mobilization advance.

**47.2** The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents.

**47.3** The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, or Liquidated Damages.

#### **48. Securities**

**48.1** The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Operation & Maintenance Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

#### **49. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **11.2 E. FINISHING THE CONTRACT**

#### **50. Completion**

The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

#### **51. Taking Over**

The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

#### **52. Final Account**

**52.1** The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Operation & Maintenance Period. The Engineer shall issue a Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

#### **53. Operating and Maintenance Manuals**

**53.1.** If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by dates stated in the Contract Data.

**53.2.** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## **54. Termination**

**54.1.** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

**54.2.** Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer.
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition."

**54.3** When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 54.2. above, the Engineer shall decide whether the breach is fundamental or not.

**54.5** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**54.6** If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **55.Payment upon Termination**

**55.1.** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done fewer advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor shall be a debt payable to the Employer.

**55.2.** If the Contract is terminated at the Employer's convenience or because of a fundamental Breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance by the contractor and available at site, the reasonable cost of removal of Equipment, a repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **56. Property**

**56.1** All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

## **57. Release from Performance**

**57.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **11.2 F. SPECIAL CONDITIONS OF CONTRACT**

### **1. LABOUR**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### **2. COMPLIANCE WITH LABOUR REGULATIONS**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /byelaws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

## **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker,

(iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Employer, if they employ 20 or more contract labour.

f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965 : - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946 :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1988 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter- state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED  
THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE  
WRITTEN.**

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AN DELIVERED

For and on behalf of

For and on behalf of

[THE AUTHORITY] by:

THE CONTRACTOR by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

In the presence of:

1.

2.

{ COUNTERSIGNED and accepted by:

Name and particulars members 'contractor}

## **Schedules**



**SCHEDULE – A**  
*(See Clauses 2.1 and 8.1)*

**SITE OF THE PROJECT**

**1.1 The Site**

- 1.1 The site of the Project (the “Site”) shall comprise the site described in respect of which the land shall be provided by the Authority to the Contractor. The Authority shall be responsible for acquiring and providing land on the Site in accordance with the [alignment] finalized by the Authority.
- 1.2 The dates of providing the land/site to the Contractor within 15 days of agreement.
- 1.3 Deleted.
- 1.4 Deleted

**SCHEDULE – B**  
(See Clauses 4.1.1, 4.5)

**FORM OF BANK GUARANTEE**

Annex-I

(See Clause 7.1.1)

**Form of Guarantee for Performance Security**

.....,  
.....,  
.....,

**WHEREAS:**

- a) ..... (insert name and address of the contractor) (hereinafter called the “**Contractor**”) and (insert name and address of the project authority), (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for Modernization of Schhols (Phase-II) in Bhagalpur subject to and in accordance with the provisions of the Agreement
- b) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Operation & Maintenance Period (as defined in the Agreement) in a sum of Rs ..... cr. (Rupees..... crore) (the “Guarantee Amount”).
- c) We, ..... through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the Contractor’s obligations, under and in accordance with the provisions of the Agreement during the {Construction Period/ Operation & Maintenance Period} on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, under the hand of an officer not below the rank of a Sr. Manager of the Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees

that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or for bear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has

the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND

DELIVERED For and on behalf of the

Bank by:

(Signature) (Name)

(Designation) (Code Number)

(Address)

NOTES:

- & The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- & The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Annex – II  
(Schedule - B)  
(See Clause 4.5)

**Form of Guarantee for Withdrawal of Retention Money**

.....,  
.....,  
.....,

**WHEREAS:**

- a) ..... (insert name and address of the contractor) (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the (insert name and address of the project authority), (hereinafter called the “**Authority**”) for Modernization of Schhols (Phase-II) in Bhagalpur subject to and in accordance with the provisions of the Agreement.
- b) In accordance with Clause 7.5 of the Agreement, the Contractor may withdraw the retention money (hereinafter called the “**Retention Money**”) after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.
- c) We, ..... through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the amount of Rs. .... cr. (Rs..... crore) (the “**Guarantee Amount**”).

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

- 1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, under the hand of an officer not below the rank of a Managing Director cum Chief Executive Officer of the Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the

Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or for bear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect 90 (ninety) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Bank by: (Signature)

(Name) (Designation) (Code Number)  
(Address)

**NOTES:**

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.
- (iii) Bank Details of Bhagalpur Smart City Limited for SFMS Purpose-  
Account Name- Bhagalpur Smart City Limited  
Account No.- 10010100016089  
IFSC Code- BARB0BHAGAL

Annex – III  
(Schedule - B) (See Clause 33 of ITB)

**Form of Guarantee for Advance Payment**

.....,  
.....,  
.....,

**WHEREAS:**

- (A) ..... (insert name and address of the contractor) (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the (insert name and address of the project authority), (hereinafter called the “**Authority**”) for Modernization of Schhols (Phase-II) in Bhagalpur (“**Project**”), subject to and in accordance with the provisions of the Agreement
- (B) In accordance with Clause 17.2 of the Agreement, the Authority shall make to the Contractor an advance payment with a simple interest at the rate of 10% (ten per cent) per annum (herein after called “**Advance Payment**”) equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in minimum two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten per cent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second/third} installment of the Advance Payment is Rs. .... cr. (Rupees .....crore) and the amount of this Guarantee is Rs. .... cr. (Rupees.....crore) (the “**Guarantee Amount**”) \$.
- \$ The Guarantee Amount should be equivalent to 110% of the value of the applicable installment.
- (C) We, ..... through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (*hereinafter called the “**Guarantee**”*) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon



its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of a Managing Director cum Chief Executive Officer of the Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for their payment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for anytime, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, actor omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under

this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on \$ unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect upto the date specified in paragraph 8 above or utilities released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Bank by:

(Signature) (Name)

(Designation) (Code Number)

(Address)

**NOTES:**

1. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
2. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.
3. Bank Details of Bhagalpur Smart City Limited for SFMS Purpose-  
Account Name- Bhagalpur Smart City Limited  
Account No.- 10010100016089  
IFSC Code- BARB0BHAGAL



## SCHEDULE – C

### **DRAWINGS**

**a) Drawings**

All drawings related to civil works shall be provided to the bidder by the Authority. All drawings are also available in Bhagalpur Smart City Limited website. ([www.smartcitybhagalpur.org](http://www.smartcitybhagalpur.org)).

**b) Additional Drawings**

All drawings related to civil works shall be provided to the bidder by the Authority.

Annex – I  
(Schedule – C)

List of Drawings

- Note:** 1. All drawings related to civil works shall be provided to the bidder by the Authority.  
2. All drawings are also available in Bhagalpur Smart City Limited website.

## SCHEDULE – D

### PROJECT COMPLETION SCHEDULE

#### 1 Project Completion Schedule

During Implementation period, the Contractor shall comply with the requirements set forth in this Schedule-I for each of the Project Milestones and the Scheduled Completion Date. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars and the same should be approved in the following format by the Authority.

#### 2.0 Project Milestones:

Sr. No.	Milestone	Financial Progress	Time Allowed (from date of start)	Amount to be with-held in case of non achievement of milestone
1	Milestone 1	1/8 <sup>th</sup> (of whole work)	1/4 <sup>th</sup> (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2	Milestone 2	3/8 <sup>th</sup> (of whole work)	1/2 <sup>th</sup> (of whole work)	
3	Milestone 3	3/4 <sup>th</sup> (of whole work)	3/4 <sup>th</sup> (of whole work)	

<b>4</b>	<b>Milestone 4</b>	<b>Full</b>	<b>Full</b>	
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**2.1 As “Time is the essence of the Contract”. The Contractor shall be liable to pay to the Employer, the liquidated damages as per the following milestones: -**

The above rate of penalty shall be per day till the progress is covered proportionately. However, the Liquidated damages at milestone 1, 2, and 3 above will be returned to the Contractor in the case of the contractor’s progress matches his program of works in the following quarter of the contract period. Otherwise, the withheld amount will be forfeited. In no case the Liquidated damages levied as per milestone 4 will be refunded, irrespective of the fact of having been granted extension of time for such delay, unless such delay is beyond the control of the Contractor at any point of time.

**2.2 Payment Certificates**

- The Contractor shall submit to the Authority monthly payment invoices of the estimated value of the work completed less the cumulative amount certified previously.
- The Authority’s Engineer shall check the Contractor’s itemized bills within 10 days and certify the amount to be paid to the Contractor.
- The value of work executed shall be certified by the Engineer and approved by the Authority.

**2.3 Scheduled Completion Date**

- The Scheduled Completion Date shall be the 21 months from the date of agreement.
- On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

**2.4 Extension of time**

- Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

## SCHEDULE – E

### TESTS ON COMPLETION

#### **1 Schedule for Tests**

- 1.1 The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Authority's Engineer and the Authority of its intent to subject the Project to Tests, and no later than 15 (fifteen) days prior to the actual date of Tests, furnish to the Authority's Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Works.
- 1.2 The Contractor shall notify the Authority's Engineer of its readiness to subject the Tests at any time after 15 (fifteen) days from the date of such notice, and upon receipt of such notice, the Authority's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Authority's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 12 and this Schedule-J.

#### **2 Tests**

- 2.1 Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of implementing works to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include [\*\*\*].
- 2.2 Deleted.
- 2.3 Deleted
- 2.4 Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.
- 2.5 Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Project with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- 2.6 Safety Audit: The Authority's Engineer shall carry out, or cause to be carried out, a safety audit to determine conformity of the Project with the safety requirements and Good Industry Practice.

#### **i. Agency for conducting Tests**

All Tests set forth in this Schedule-J shall be conducted by the Authority's Engineer or such other agency or person as it may specify in consultation with the Authority.

#### **ii. Completion Certificate**

Upon successful completion of Tests, the Authority's Engineer shall issue the Completion Certificate in accordance with the provisions of this RFP.



**SCHEDULE – F**  
**PROVISIONAL CERTIFICATE**

- 1) I/We, ..... (Name of the Authority's Engineer), acting as the Authority's Engineer, under and in accordance with the Agreement dated..... (the "**Agreement**"), for Modernization of Schhols (Phase-II) in Bhagalpur (the "**Project**") (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project with the provisions of the Agreement.
- 2) Works that are in complete on account of Time Extension have been specified in the Punch List appended here to, and the Contractor has agreed and accepted that it shall complete all such works in the time and manner set forth in the Agreement. In addition, certain minor works are incomplete and these are not likely to cause material inconvenience to the Users of the Project or affect their safety. The Contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor works within 30 (thirty) days hereof. These minor works have also been specified in the aforesaid Punch List.
- 3) In view of the foregoing, I/We am/are satisfied that the Project .....can be safely and reliably placed in service of the Users thereof, and in terms of the Agreement, the Project is hereby provisionally declared fit for entry into operation on this the ..... day of ..... 20.....

ACCEPTED, SIGNED, SEALED AND DELIVERED		ACCEPTED, SIGNED, SEALED AND DELIVERED
For and on behalf of		For and on behalf of
Contractor by:		Authority's Engineer by:
Signature		Signature
Name & Designation		Name & Designation
Address		Address

## COMPLETION CERTIFICATE

- a) I/We, .....(Name of the Authority's Engineer), acting as the Authority's Engineer, under and in accordance with the Agreement dated..... (the "**Agreement**"), for Modernization of Schhols (Phase-II) in Bhagalpur (the "**Project**") .....through.....  
(Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I/We am/are satisfied that the Project can be safely and reliably placed in service of the Users thereof.
- b) It is certified that, in terms of the aforesaid Agreement, all works forming part of Project have been completed, and the Project is hereby declared fit for entry into operation on this the ..... day of ..... 20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority's Engineer by:

(Signature)

(Name)

(Designation)

(Address)

## **SCHEDULE – G**

### **FORMS OF PAYMENT STATEMENTS**

#### **1. Project Milestone**

##### **Payment Certificates**

- The Contractor shall submit to the Authority monthly payment invoices of the estimated value of the work completed less the cumulative amount certified previously.
- The Authority's Engineer shall check the Contractor's itemized bills within 15 days and certify the amount to be paid to the Contractor.
- The value of work executed shall be certified by the Engineer and approved by the Authority.

##### **Scheduled Completion Date**

- The Scheduled Completion Date shall be the 21 months from the notice to start the work.
- On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

##### **Extension of time**

- Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

## SCHEDULE – H

### INSURANCE

#### **1.0 Insurance during Construction Period**

**1.1** The Contractor shall affect and maintain at its own cost, from the Appointed Date till the date of issue of the Completion Certificate, the following insurances for any loss or damage occurring on account of Non-Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:

- a) Insurance of Works, Plant and Materials and an additional sum of [15% (fifteen per cent)] of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and
- b) insurance for the Contractor's equipment and Documents brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

**1.2** The insurance under paragraph 1.1 (a) and (b) above shall cover the Authority and the Contractor against all loss or damage from any cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.

#### **2. Insurance for Contractor's Defects Liability**

The Contractor shall affect and maintain insurance cover for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period/Operation & Maintenance Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under Applicable Laws and in accordance with Good Industry Practice.

#### **3. Insurance against injury to persons and damage to property**

**3.1** The Contractor shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property (except things insured under Paragraphs 1 and 2 of this Schedule or to any person (except persons insured under RFP clause, which may arise out of the Contractor's performance of this Agreement. This insurance shall be for a limit per occurrence of not less than the amount specified below with no limit on the number of occurrences.

The insurance cover shall be not less than estimated cost.

**3.2** The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement excluding:

The Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and damage which is an unavoidable result of the Contractor's obligations to execute the Works.

#### **4 Insurance to be in joint names**

The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.

## **SECTION - 5**

### **SECTION 5: SPECIAL CONDITIONS OF CONTRACT**

- 5.1 **General:** The special conditions are supplementary instructions to the tenders and shall form part of the contract.
- 5.2 **Drawing:** All Drawings/Layout plans provided by the Authority. The Bidder will submit the detailed Contract execution plan within 15 days from date of issuing Work Order or Agreement whichever is earlier. The same shall be reviewed and approved by BSCL or the PDMC. These 15 days period is included in stipulated time of Contract Period. Development of Modernisation of Schools (Phase-II) Network, Bhagalpur shall be carried out as per the drawings provided by BSCL.
- 5.3 **Data to be furnished by the Bidder:** The Bidder shall submit the following information to BSCL:  
Proposed constructions Programme and time schedule showing sequence of operations within **15 days** of receipt of notice to proceed with the work in pursuance of the conditions of contract.
- 5.4 **Action when the progress of any item of work is unsatisfactory:** If the progress of an item of work during construction, which is important for timely completion of work is unsatisfactory, BSCL shall notwithstanding that the general progress of work is satisfactory, after giving the Bidder **15 days'** notice in writing get the said work executed by employing other means including other labour / Bidder etc. and the Bidder will have no claim for compensation for any loss sustained by him owing to such action.
- 5.5 In case if any of the works under this contract are found unsatisfactorily by BSCL, the BSCL shall either request the bidder to rectify the defect immediately or at his discretion may have it done by others (vendor or contractor) and deduct the actual amount incurred as per market rate plus 15 % extra incurred in such works from the bidders.
- 5.6 **Inspection and Tests:** Except as otherwise provided in here of all material and workmanship if not otherwise designated by the specifications shall be subject to inspection, examination and test by BSCL at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The BSCL shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper material without charge thereof and the Bidder shall properly segregate and remove the rejected material from the premises. If the Bidder fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship BSCL may replace such material and/or correct such workmanship and charge the cost thereof to the Bidder.  
The Bidder shall be liable for replacement of defective work up to the time of completion of Operation & Maintenance Period in accordance with the conditions of contract of all work to be done under the contract. The Bidder shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by BSCL. All inspections and tests by the departments shall be performed in such a manner as to not unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not kept ready by the Bidder at the time of inspection.
- 5.7 **Removal of temporary work, Plant & Surplus materials:** Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in

writing, the Bidder shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of BSCL.

- 5.8 **Possession prior to completion:** BSCL shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 5.9 **Damage to works:** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the Bidder until the completed work has been delivered to BSCL and till completion certificate has been obtained from BSCL. Until such delivery of the completed work, the Bidder shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part thereof being lost or damaged, he shall forth with reinstate and make good such loss or damages at his own cost.
- 5.10 **Examination and tests on completions:** On the completion of the work and not later than three months thereafter, BSCL shall make such examination and tests of the work as may then seem to him to be possible, necessary or desirable, and the Bidder shall furnish free of cost any materials and labour which may be necessary thereof and shall facilitate in every way all operations required by BSCL, in making examination and tests.
- 5.11 **Climatic Conditions:** BSCL may order the Bidder to suspend any work that may be subject to damage by climatic conditions and no claims of the Bidder will be entertained by the department on this account.
- 5.12 As per the Ministry of Environment and Forest Guidelines 2010 and Ministry of Urban Development notifications, the Site area shall be protected from dust by fixing Green Fencing around the Construction site area.  
The Contractor is instructed to strictly adhere to the following at his own cost.
- a) Supply and Fixing Green barriers and wind breaking walls around their sites.
  - b) Cover tarpaulin on scaffolding around area of construction,
  - c) Do not store construction material, particularly sand, on any part of the street, roads in any colony,
  - d) Cordon the work area with proper fencing by other means with due consideration of safety of workers, public, etc.
  - e) Dust emissions from construction site are controlled.
  - f) Sprinklers should be compulsorily used at the site and Wet jets in grinding and stone cutting must be used.
  - g) The work area shall be well illuminated during nights.
- 5.13 **Safety regulations:** During the entire contract period, while carrying out this works indicated in this tender, the Bidder will ensure compliance of all safety regulations as provided in the Safety Code (**Annexure - D**). The bidder will be responsible for safety of the works.
- 5.14 **The Bidder will make his own arrangement:** for supply of water, light & power for his works and labour camps etc.: The Bidder will make his own arrangement for supply of

water, light and power for his works and labour camps etc. BSCL will not entertain any claim what so ever for any failure or break down etc. in supply of to the Bidder. The Bidder will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department.

5.15 **Interference with other Bidders:** The Bidder must not interfere with other Bidders who may be employed simultaneously or otherwise by the department at the Site. He will at no time engage departmental labour or that of other Bidders without the written permission of BSCL. **Bidder is fully responsible for cause of damages of the adjoining works of different works at site and the same cost of rectification of damages shall be recovered from the Bidder as per BSCL's instructions.**

5.16 **Regulations and bye laws:** The Bidder shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify BSCL, against any claim or liability arising from or based on the violation of any such laws, safety, theft, ordinance, regulation, orders, decrees etc.

5.17 **Site Order Book:** A site order book shall be kept in the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the BSCL or PDMC in direct charge of the work and the Bidder or his representatives. In the important cases the Senior Manager of BSCL will countersign the entries which the Bidders or his representative shall be bound to take note of all instructions meant for the Bidder as entered in the site order book without having to be called for separately to note them. BSCL shall submit periodically copies of the remarks of the site order book to the Senior Manager, BSCL for record and to the Bidder for compliance and report.

5.18 **Conversion of units:** Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted in to metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the Bidder will have to accept the figures so derived without any claim or compensation whatsoever.

5.19 **Rights of other Bidders and persons:** If, during the progress of the work covered by this contract, it is necessary for other Bidders or persons to do work in or about the site of work, the Bidder shall afford such facilities, as BSCL may require.

5.20 **Employment of technical persons:** The Bidder shall employ or produce evidence of having in his employment of the qualified technical person as indicated in the RFP from the Institution recognized by the Government of Bihar / Govt. of Other State / Govt. of India.

5.21 The above is the minimum requirement of Manpower. However, contractor shall access the actual requirement and deploy the necessary manpower. No extra cost will be paid for deployment of extra manpower if required.

5.22 The technical staff shall be got approved in writing from BSCL (whose approval may be withdrawn any time) for supervision of works and to receive direction from the Engineer of the work on behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of BSCL.

5.23 **Bonus for early completion:** In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment



of bonus equivalent to 1% (one percent) of the Contract Price per month computed on per day basis, shall be payable to the contractor subject to a maximum of 5% (five per cent) of the Contract Price. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate.

### **Additional Special Conditions**

1. Contractor is advised to read carefully all chapters and give complete information regarding his proposals, substantiating the same with calculations, drawings literature, with clear reference to any standards adopted (which are not mentioned in the tender), in such manner that there is no ambiguity or nothing is left to chance. All relevant information, so as to make the proposal understandable shall be given. Vague remarks and remarks like “will be given later” are not acceptable. If in the opinion of BSCL, the proposal is grossly incomplete, this will form sufficient reason for complete rejection of the tender on technical grounds.
2. Contractor shall note that this is an Item rate tender. The bidder shall give rate for complete work. However, his proposals are subject to scrutiny and approval for unit wise / sub-unit wise progressive payments by the competent authority. He shall therefore take utmost precaution to offer very standard equipment manufactured by only reputed manufacturers (wherever the makes are specified, the same shall be offered). However, the bidder should note that after the tenders are opened, all modifications, corrections, changes should be carried out entirely to the satisfaction of BSCL at no extra cost to BSCL. The contractor shall not be allowed to change the price quoted.
3. All the equipment installed shall be thoroughly tested at the time of commissioning of the plant and all initial defects shall be rectified to the entire satisfaction of the engineer. Damaged or non-working parts shall be replaced at no extra cost to BSCL.
4. **Training of the BSCL, staff before Handling over the Equipment/Instruments.** As there is fair amount of automation specified, there will be very large number of small components, which form units of equipment. In order that the BSCL staff engaged on operations and maintenance becomes proficient in understanding and handling the equipment correctly, the contractor will have to organize training programme in the manufacturers’ shops as well as on site during actual operation of the plant. For this purpose, he will have to employ suitably qualified, trained personnel to carry out this training. The training period is for 7 days after commissioning of the plant or for such extra period before commissioning in the workshops. A mutually agreed programme shall be formulated during the execution, which will be binding on the contractor.
5. **Third Party Inspection:** BSCL reserves the right to appoint any organization/ institution for checking of design, & quality & quantity checks of works at least 5% of total frequency during the contract & no additional cost shall be payable by BSCL on this account.
6. The overall development of site at which processing sheds shall be constructed inclusive of roads, horticulture, lights and other utilities services such as water supply, sewerage, drainage etc. shall be provided by contractor agency as per drawings approved by BSCL if required.
7. The Bidder shall liable for all statutory clearances inclusive from Bihar Pollution Control Board for execution and till operation period.
8. Bidder shall liable to all consequences arising there upon.
9. During the Construction Period, the Contractor shall maintain, at its cost, the Project Site and the assets thereon so that the traffic and commercial worthiness and safety thereof are at not immaterially inferior as compared to their condition 7 (seven) days prior to the

date of this Agreement, and shall undertake the necessary repair and maintenance works for this purpose.

10. The Construction work shall be executed by the bidder strictly as per technical specification/as per standard work manual of state & central govt. In case of ambiguity or dispute arises, Building Construction Department (BCD) specification will prevail over.
11. The bidder shall strictly abide the General Conditions of contract and Special Conditions of Contract of the RFP document. In no case, the bidder may violate the above conditions and no amendments should be made in the GCC or SCC.
12. In case of arbitration or dispute of the Contract, the Hon'ble High court of Patna, Bihar is the Jurisdiction.
13. The RFP document shall form part of Contract Agreement. The bidder should download all pages of the RFP document and must sign all pages (authorized signatory of the Contract agency) before uploading the RFP document in the [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) portal

**SECTION 6**

**CONTRACT DATA**

## CONTRACT DATA

Clause Reference With respect to Section 4.

Items marked “N/A” do not apply in this contract.

Name: BSCL. Address: Municipal Corporation, Court Compound, Bhagalpur Name of Employer’s Representative: - Managing Director cum Chief Executive Officer, Bhagalpur Smart City Limited, Bhagalpur, Bihar.	[ Cl.1.1 of ITB of Section - 2]
The Engineer is	To be Informed Later.
The Dispute Review Expert will be Expert Mediator of the Govt. of India rules.	[Cl. 9.1 of Article-09]
The Operation and Maintenance Period for 5years.	[ Cl. 10.87 to 10.94 of Article-10]
The commencement date shall from the date of agreement	[GCC Cl. 50]
The Intended Completion Date for the whole of the Works is 21 months after agreement. For detail, refer Important Milestones	[Cl 3.3 of Article -03]
Mile Stone for physical works to be completed	12 Months from the start date
Milestone 1 i.e. 25 % of work	03 months
Milestone 2 i.e. 50 % of work	06 months
Milestone 3 i.e. 75 % of work	09 months
Milestone 4 i.e. 100 % of work	12 months
The Site is located at Bhagalpur	[Cl.5.1 Article-05]
The name and identification number of the Contract is	As per NIT
The work consists of Modernisation of Schools (Phase-II) under Smart City Mission in Bhagalpur, Bihar	[Cl. 1 of ITB)
The following documents also form part of the Contract	[Cl.8 Section 2 ITB]
The law which applies to the Contract is the law of Union of India	[Cl.10.1 of Article -10]
The language of the Contract documents is English	[Cl.10.12 of Article -10]
The limit of sub-contracting	N/A
The Schedule of Key Personnel	[Annexure – II of ITB of Section 2]
The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always till Operation and Maintenance Period of the Project.	[Cl. 44 of GCC]
The Site Possession Dates shall be 15 days after the issue of LoA.	[Cl.10.35 of Article 10]
The period for submission of the programme for approval of Engineer shall be 30 days from the appointed date	[Cl.10.41 of Article 10]

The currency of the Contract is Indian Rupees	[Cl. 31.1 of Section-2 ITB]
Amount of liquidated damages for delay in Completion of works: In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.	[Cl. 2 Of GCC]
Maximum limit of liquidated damages for delay in completion of work is 10 per cent of the Initial Contract Price rounded off to the nearest thousand.	[GCC Cl. 2]
Amount of Bonus for early completion of whole of the works as per GCC	[Cl. 5.23of Article 05]
The amounts of the advance payment are:	[ Cl .33 Section 2 of ITB & Cl. 10 B(ii) of GCC]
Mobilization (Interest bearing) – 10% of the Contract price. On submission of unconditional Bank Guarantee. The contractor shall furnish part ‘Bank Guarantee’ of 110% of amount of advance Taken as Mobilization.	The mobilization advance shall be released in two equal installments of 5% each.
Repayment of advance payment for mobilization and equipment: The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 percent of the Contract Price or 6 (six) months from the date of payment of first installment of advance whichever period concludes earlier, and shall be made at the rate of 20 per cent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to RFP (Condition of Contract). In case non-achievement of milestone and accordingly non-production of running bills and consequently non-recovery of mobilization advance, the part Bank Guarantee (BG) against the Mobilization advance to that extent shall be forfeited.	[Cl. 4.5 of Article & As per GCC]
The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Performance Security for 2% percent of contract price plus Rs... (to be decided after evaluation of the bid) as additional security in terms of RFP Clause 4.6)	[Cl.4.1 & Cl.4.6 of Article 4]
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works.	[GCC Cl.14(iii)of Section-4]

**VOLUME-II**

**SECTION 7**

**TECHNICAL SPECIFICATIONS**

## Details of Materials and Specifications:

- 1) Foundation & Plinth:** RCC Column Structure of grade M25 or as per structural design/GFC drawing in PPC/PSC cement and Fe 500 TMT bars conforming to IS 1786:2008
- 2) Super Structure:** RCC framed structure all column and beam with concrete of grade M25 or as per structural design/GFC drawing in PPC/PSC cement and reinforcement as per design for Fe 500 TMT bars conforming to IS 1786:2008
- 3) Material of roof:** fabricated corrugated roof/ Fabricated steel/ Fabricated fibre glass/ PVC sheet
- 4) Chajja** 75mm thick 0.6 m wide in RCC.
- 5) Water Proofing:** Water proofing with APP or fiber reinforced elastomeric liquid water proofing membrane with acrylic polymers.
- 6) Walls:** A- class brick work in red brick in cement mortar 1:4.
- 7) Plaster:** 12mm thick 1:4 inside, 24mm thick 1:4 outside, 6mm thick 1:4 ceiling
- 8) Flooring:**
  - a. **Rooms:** Vitrified tile flooring over flat brick soling as per design conforming to IS:15622/ISO13006.
  - b. **Toilets, Laundry, Wash and Kitchen:** Anti-skid floor tiles in Kitchen and Toilets/ baths conforming to IS:15622/ISO13006 on 20 mm thick 1:4 cement mortar.
  - c. **Foyer, Waiting Hall, Dining hall, Corridor, Medical Shops and Staircase:** 25 mm thick Kota stone laid in 20mm thick 1:4 cement mortar.
- 9) Wall Tile/Dado/Skirting in Kitchen, Toilet and Bath:**
  - a. **Skirting:** 150mm skirting of same material as flooring,
  - b. **Dado:** 600mm above kitchen counter, window sill and window side of ceramic glazed tile in 1:3 cement mortar,
  - c. **Bath/Toilet:** Ceramic glazed tile 2m from floor level for toilets and bath in 12mm thick 1:3 cement mortar.
- 10) Doors:**
  - a. **Frames:**
    - i. **External Doors frame** as per design in pressed steel door frames made of 1.60mm mild steel sheet conforming to IS 4351.
    - ii. **Internal Door Frame** in 1 ½ inch/ 35 mm thick wood of Local wood, Subject to change on discretion to Second class Teak wood/ Sal wood/ Seasoned hollock wood/ Local wood.
  - b. **Door Shutter:** Minimum 25 mm Thick (Internal Doors) and minimum 30mm Thick external Doors (Entry Doors) of first-class hard wood conforming to IS 4616 or IS 2202 subject to final approved design and execution.
  - c. **Paint:** Two coats of enamel paint over one coat of wood primer of approved shade.
- 11) Windows:** Approved make, Aluminium Section with appropriate tubular section or Z section conforming to IS: 733 and IS: 1285 with powder coating of 50 microns, float glass panels of 4.0mm thickness, grill made of MS steel with 20mm X 6mm flat or 10mm square bar with 18kg/sqm minimum as per design, with suitable coating of enamel paint and red oxide zinc chromate primer.
- 12) Painting:**
  - a. **Interior and ceiling:** Surface smoothened with 2mm thick white wall putty, over it one coat of white cement primer, over it two coats of acrylic emulsion paint of approved shade.
  - b. **Exterior:** Application of exterior acrylic smooth paint with silicone additives.
- 13) Sanitary ware:**
  - a. **Water closet:** Vitreous white glazed earthen ware water closet (Indian/ European W.C. Pan) conforming to IS 7231 of approved make with china/Orissa pattern footrest (Indian W.C. pan) with P or S trap, plastic cistern of approved make and capacity.

**Urinal:** White vitreous china flatback urinal with standard flushing cistern and spray fittings

**Wash Basin:** White Vitreous glazed earthenware wash hand basin of approved make.

**Washroom Fittings:** fittings as per approved make of C.P. Brass



**14) Water Supply:** All internal water supply through PVC pipes and UPVC pipes wherever applicable as per design conforming to IS 4985-1978 Series IV.

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**LANDSCAPING:** Design, construct & develop Landscape for the schools comprising execution of Architectural, Landscape work (including Softscape / Horticulture and Hardscape) complete in all respect. The softscape works consist of works such as restoring top soil, excavation, site cleaning, Grading & drainages, mound & slope preparation, designing and planting shrub, trees & ground covers, designing and planting of lawn, dustbins, etc. as per the approved drawings by Employer. The hardscape works consist of Site leveling of entire pathway, demolition of existing elements, construction of new elements, Hardscape, pathways and sit-out spaces, dustbin, Painting of all the structure works etc. as per the approved drawings by Employer. Item complete in all respect to the satisfaction of Engineer in charge.

Different varieties of plants and shrubs can be used to create a sense of aesthetics, sense of enclosure in some places, define boundaries etc. Large trees provide shade and also public sitting areas. Small shrubs can be used in buffer zones to create a separation between two different use areas like carriageway and footpath.

#### **4. Electrical Works & Technical Specifications:**

##### **A. Street Light Poles with Led-**

- a) The Octagonal Poles shall be designed to withstand the maximum wind speed as per IS 875. The top loading i.e., area and the weight of fixtures are to be considered to calculate maximum deflection of the pole and the same shall meet the requirement of BS: 5649 Part VI 1982.
- b) The pole shaft shall be made from sheet steel conforming to BSEN 10025. The pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding. The welding of pole shaft shall be done by Submerged Arc Welding (SAW) process.
- c) All octagonal pole shafts shall be provided with the rigid flange plate of suitable thickness (as per IS 2062) with provision for fixing 4 foundation bolts. This base plate shall be fillet welded to the pole shaft at two locations i.e., from inside and outside.
- d) The octagonal Poles shall have door of approximate 500 mm length at the elevation of 500 mm from the Base plate. The door shall be vandal resistance and shall be weather proof to ensure safety of inside connections. The door shall be flush with the exterior surface and shall have suitable locking arrangement. There shall also be suitable arrangement for the purpose of earthing. The pole shall be adequately strengthened at the location of the door to compensate for the loss in section.
- e) The looping box shall be provided with a suitable bus-bar arrangement to loop 2 to 3 cables of size 16sq.mm (max.) and MCB/6A fuse cut-out. A base plate 260x260x16mm (8mtr pole) 220 X 220 X 12 mm (6mtr pole) shall be welded to the bottom of the pole.
- f) Octagonal Poles-HT Steel Conforming to grade S355JO.  
Base Plate - Fe 410 conforming to IS 226 / IS 2062  
Foundation Bolts -EN.8 grade

- g) Galvanization-The poles shall be hot dip galvanized as per relevant Indian standards with average coating thickness of minimum 70 micron. The galvanizing shall be done in single dipping.
- h) The Octagonal Poles shall be suitable for bolting on a foundation with a set of four foundation bolts for greater rigidity.
- i) The pole shall be provided with necessary cross arm for mounting street light fitting. Both underground cable and GI earth wire shall be terminated at the terminal/ looping box in the looping zone. Further wiring to the light fixture shall be done with three core flexible copper wire (2core for power supply and third core for earthing).
- j) The brackets shall be made of specified size NB G.I heavy duty pipe with minimum 1000 mm long, bent at an angle of 120 degree, with necessary holding brackets, hold fasts etc.
- k) The civil work for street light pole foundation forms a part of erection.
- l) Each street light pole may be provided with double coil earthing, using 15-metre-long GI wire wound to form 50mm diameter earth electrode and shall be connected to earthing stud of the pole. The earth electrode shall be buried up to a depth of 1.0m below ground level.
- m) Height of pole 8m/6m
- n) Luminaries' arrangement: double arm, Staggered, Opposite Direction @ 20m c/c
- o) High Bright white power LED luminaries
- p) Degree of protection: IP67, IK08
- q) Luminaire shall carry minimum three years warranty or 50,000 hrs
- r) CRI shall be more than 70.
- s) Make: Philips/Crompton Greaves/Another makes or design approved by BSCL
- t) Compact in shape and size & Uniform light distribution
- u) The luminaries shall conform to IEC 60598/ IS:10322
- v) Operational temperature: -10C to +50C
- w) Luminaire Shall withstand surge protection up to 4 kV
- x) Colour temperature shall be as requires between 4000K-6500K.
- y) Note: Contractor should attach a warranty certificate of luminary for minimum 3 years.

#### **B. LED Lights-**

- a) High Bright white power LED luminaries (natural daylight)
- b) Degree of protection: IP65(minimum)for outdoor, IP20(minimum) for indoor
- c) Luminaire shall carry minimum three years warranty or 50,000 hrs
- d) CRI shall be more than 70.
- e) Make: Philips/Crompton Greaves/Halonix/Syska/Surya/any another make approved by BSCL
- f) Compact in shape and size & Uniform light distribution
- g) The luminaries shall conform to IEC 60598/ IS:10322
- h) Operational temperature: -10C to +50C
- i) Luminaire Shall withstand surge protection up to 4 kV
- j) Colour temperature shall be as requires between 4000K-6500K
- k) Luminous  $\geq 110$  Lumen/watt
- l) THD  $\leq 10\%$
- m) Power Factor  $\geq 0.95$

#### **Note: -**

- Pole drawing along with details of baseplate, foundation bolts and foundation details (RCC) shall be submitted along with offer.
  - 1) Electrical's materials whichever is used should conform IS codes as well as Technical Specifications of that particular item.
  - 2) Material stock shall be inspected by the electrical engineer in charge prior to installation of electrical items.
  - 3) Design of any electrical equipment must be conformed from client before installation.

**List of Approved Makes (CIVIL ITEMS)**

<b>Sl. No.</b>	<b>Description of Approved Material</b>	<b>Approved Make</b>
1 (a)	Cement (PPC/PSC)	Ultratech (L&T) / Ambuja / ACC / Birla Gold / JK/ Nuvoco / Reliance
1 (b)	White Cement	JK White / Birla White
2.	Reinforcement Steel	SAIL / TISCON (TATA) / VIZAG (RINL) / JINDAL
3.	Structural Steel	SAIL / TISCON (TATA) / VIZAG (RINL) / JINDAL
4.	Glazed Ceramic Tile	KAJARIA / JOHNSON / SOMANI / CERA / Simpolo
5.	Ceramic Floor Tile	KAJARIA / JOHNSON / SOMANI / CERA/ Simpolo /
6.	Vitrified Tile	KAJARIA / JOHNSON / SOMANI / CERA / Simpolo
7.	Ply Wood, Shuttering Ply Conforming to IS 303-1989 / IS 4990- 1993	M/s. Century Plyboards (I) Ltd. / M/s. Green Ply Industries Ltd.
8.	Fire Door	Shakti Met-Door, Metaflex
9	Rolling Shutter	Bengal Rolling Shutter, 'Standard', 'Swastik', 'Diana', 'Hercules',
10.	Stainless Steel Section	SAIL/ TATA
11.	Stainless steel hardware for doors	Dorma / Haffelle
12	Glazing	Saint Gobain / Asahi Float Glass Ltd / Hindustan Safety Glass Works Ltd. / Modi.
13.	Injection water proofing, Water Proofing coating, Water Repellents Conc., Admixtures, PVC, Plasticized membranes of water proofing	Sika Qualcrete Ltd./ Structural Waterproofing Co./ Pidilite Industries Ltd./ Fosroc / BASF (The applicator has to be certified by the water proof vendor.
14.	Synthetic Enamel Paints, Distemper, Acrylic Emulsion Paints, Melamine Coating, Aliphatic Acrylate	I.C.I (I) Ltd. / Berger Paints (I) Ltd. / Jenson& Nicholson (I) Ltd. / Asian Paints (I) Ltd. / FOSROC Chemicals (I) Pvt. Ltd.
15.	Flush door (Factory made)	M/s. Century Plyboards (I) Ltd. / Green ply / Merino Industries
16.	Aluminium Sections and Extrusion shall conform IS:733-1983 and IS: 1285-1975	HINDALCO / JINDAL
17.	General Hardware	
	Latches, Hinges etc.	GODREJ / DORMA / HAFFELLE
	Locks, Flush Bolt	GODREJ / DORMA / HAFFELLE
	Handles	GODREJ / DORMA / HAFFELLE

	Screw	Nettlefold / GKW / ND
	Door Closure	GODREJ / DORMA / HAFFELLE
	Floor Spring	GODREJ / M/s. EVERITE Agencies Pvt. Ltd. / M/s. Garnish
	Aldron	ISI Marked
	Tower Bolt	ISI Marked
	PVC Buffer Block	ISI Marked
	Door Stopper	ISI Marked
18.	Patch fittings for toughened glass	Dorma Systems
19.	<b>Kota stone</b> (Bluish grey/Green)	Premium
20.	Waterproof Adhesive for Tile/Slab fixing to wall or floor	Terraco India (P) Ltd. / M/s. Pidilite Industries Ltd. / M/s. Roffe Construction Chemicals Pvt. Ltd.
21.	Sealant	Rhodorsil-33, Pidiseal A-11 & B-11: M/s. Pidilite Industries Ltd., Techseal RDL-600, Techseal RDL- 940, Techseal RDL-1000: M/s. Choksey Chemical (P) Ltd. Roffseal: M/s. Roffe Construction Chemicals Pvt. Ltd. or Fosroc., SikkPolysulphide/ Dr. Fixit Pidiseal PS (42 P) MYK.
21.	<b>Tile Jointing Materials</b>	—Rainbow Tile Mate— HD   (M/s. Roffe construction Chemicals Pvt. Ltd.). —Terragrout   (M/s. Terraco India (P) Ltd. or Fosroc
22.	Decorative Ply (Teak / Cedar / Mahogany / Walnut Veneer)	M/s. Century Plyboards (I)Ltd./ GREENPLY
23.	Cement Based or Exterior Textured Paint	ICI (I) Ltd / Asian Paints / Berger Paint (I) Ltd./ Jenson & Nicholson
24.	Vitrified tiles	Varmora/Jhonson & Jhonson
25.	Glass Mosaic tiles	Shon, Kent, Bisazza
26.	Glassforstructuralglazing&canopy (Coloured Reflective Toughened Glass)	Saint Gobain / Hindustan Pilkington/ Ashai float glass.
27.	Silicone Sealant	GE/Dow Corning
28.	Aluminium composite panel	Alucobond/Aludecor/Alstrong
29.	MS Conduit pipe	TATA /BEC /SUPREME/Anchor
30.	PVC Conduit pipe	Havells/Bajaj/Anchor
31.	Pre- Constructional Anti-Termite (Chloropyriphos, Imidaclorapid)	Bayer-premise- SC (30.5%)/Pest Control India or approved by Engineer-in- charge
32.	Cement Primer	ICI/BERGER/ASIANPAINTS/JENSON&

		NICHOLSON
33.	Textured Paint	ICI/BERGER/ASIANPAINTS/JENSON&NICHOLSON
34.	Waterproofing acrylic emulsion exterior grade paint	ICI/BERGER/ASIANPAINTS/JENSON&NICHOLSON
35.	Acrylic Polymer waterproofing coat	SIKA/FOSROC/PIDILITE/ROFFE/BASF
36.	Expanding grout admixture	SIKA/FOSROC/PIDILITE/ROFFE/BASF
37.	Integral waterproofing compound	SIKA / FOSROC / PIDILITE / ROFFE
38.	Waterproofing admixture	SIKA / FOSROC / PIDILITE / ROFFE
39.	Plasticizer	SIKA / FOSROC / PIDILITE / ROFFE
40.	APP Modified Bituminous membrane	SIKA / FOSROC / PIDILITE / ROFFE
41.	Aluminium anodized louver	HUNTER DOUGLAS
42.	Structural glazing	JINDAL/HINDALCO
43.	Stainless steel handrail with balluster	GODREJ / DLINE
44.	Floor hardener	Ironite/ Feronite

### **WATER SUPPLY, SEWERAGE & DRAINAGE**

Sl. No.	Description of Approved Material	Approved Brand / Manufacturer
1.	G.I. Pipes - medium class (As per 15- 1239, P - I)	TATA/JINDAL
2.	G.I. Pipe fittings (as per IS-1239, P - II); of material with Galvanised Cast Iron Fillings, with material code conforming to IS- 1879	HB/ "NB" /"ZOLOTO"/Leader / "JSI" fittings ISI approved Heavy duty.
3.	<b>C.P. on brass fittings</b>	
	CP Bib cock	JAQUAR-Continental /CERA /ESSCO - Delux 'or _sumthingspecial '/ Marcl/—Hindwarell or as approved by ENGINEER-IN-CHARGE
	CP 'Long Nose' /or' Long Body' Bib cock	- Do -
	CP Angle valve	- Do -
	CP 'Concealed' Stop cock 'Heavy' type with adjustable CP wall Flange	- Do -
	CP Shower Rose	- Do -
4.	Bronze /Gun metal-body—Pressure-Release valve with threaded screwed ends, class (PN-1.0) / or (PN-1.6) class	—Zolotol-1040A/Leaderll/—Santll/—Neta

5.	Gun metal body Ball Float valve with PVC (High pressure) Ball Float	Zoloto / Leader/ Sant / Neta
6.	15 mm dia. PVC Connector pipe with Symet nuts at both ends (for Wash Basin Pillar tap & W.C. & Urinal -Cistern connections)	PRAYAGoras approved by ENGINEER-IN-CHARGE

7.	Wall Outlet Connection Flexible Pipe -15mm dia	"Jaquar" / —Esscoll/ —Hindwarell
8.	Bronze /Gun metal-body Gate valve with threaded screwed ends, "Non- rising Spindle" type (PN-1.0)/or(PN-1.6) class	—Leaderll / —Zoloto  -for bronze Sant/ body /—Neta   / SBM – —Peglar   type
9.	Bronze -body Globe valve with 'BSPT(F), threaded screwed ends, "Non- rising Spindle" type (PN-1.0) (PN- 1.6) class	Valves of Zoloto, or 'Sant' or as approved by ENGINEER-IN-CHARGE
10.	CI body Gate /Sluice valve with flanged ends rising Spindle" type (PN- 1.0) / or (PN-1.6) class	Sant/ Zoloto/Leader / Hawa
11.	Pump for water supply.	'Willo'/KSB /CRI/Grundfos/DP pump
12.	CP Urinal Spreader- 15mm (for Urinals only)	forallToilets: -Hindware/"Parryware"oras approved by ENGINEER-IN-CHARGE.
13.	Soil, waste & vent pipes / and Pipe Fittings &Specials: - C.I. Centri cast (as per 15- 3989)	'NECO' / 'HEPCO' / 'KAPILANSH DHATU UDYOG (P) L TD.'
14.	<b>C.P. on brass fittings</b>	JAQUAR/ESSCO -Delux 'Marc /Hindware /CERA/
15.	C.P. on brass fittings C.P. Waste Coupling, ii) C.P. Bottle Trap, iii) C.P. Robe Hook, iv) C.P. Towel Rail. v) CP Two-way Bib Tap	JAQUAR/ESSCO -Delux 'Marc/ Hindware /CERA
16.	CP Toil. Paper Holder	- Do -
17.	CP Towel Ring	- Do -
18.	CP Soap Dish Holder	- Do-
19.	Trap with CP Bottle wall connection Pipe	- Do-
20.	<b>Sanitary Fixtures &amp; Fittings</b>	
	CP Robe Hooks	- Do-
	CP "Two-way" Bib cock	- Do-
	CP Shower Rose	- Do-
21.	Rigid PVC (Concealed) Waste pipe, (as per ASTM D 1785)- (concealed or exposed)	Supreme / Oriplast / Finolex/ Utkarsh

22.	Rain Water Pipe Fittings: - 'Sand cast Iron' - 'SWR' class, as per (IS: 1792)	DO
23.	Salem 'Stainless Steel Sink as per AISI 304 (18/8) conforming to I.S.- 13983	"Hindware" "Hafele" "Nirali", 'Parryware'
24.	<b>Stone- Ware Pipes</b> , and S.W. Pipe Fittings	Sonali / GINNI / NIRALI / Hind
25.	C. I. Manhole Cover (I.S. - 1726) - "Medium" or "Heavy" Grade' (Light duty only on Oil/Grease Chamber) Trap	NECO' / 'HEPCO' / Swastika / BPL ' / BIC.
26.	<b>NP-2</b> class R.C.C. Pipes and Pipe Fittings (i.e., RCC Collars etc.)	Eastern Industries Spuncrete / _West Bengal Concrete (P)Ltd. /HINDUSTAN / SUR/or equivalent ISI approved Make.
27.	Stone- Ware Gully Trap	Sonali / GINNI / NIRALI / Hind / or equivalent ISI approved make.
28.	C.I. Grating- (Over Catch Pit Yard Gully Chamber), (I.S. - "Medium" or 1726) "Heavy" Grade	NECO' / 'HEPCO' / BPL / Kapilansh Dhatu Udyog
29.	<b>Rain Harvesting Pump/ Agriculture Pump of required capacity</b>	'Willo' / KSB / CRI / Grundfos// DP pumps/
30.	"Enclosed" Analogue type Water Meter ("Bulk" Type), conforming to IS- 2373 with Calibration Certificate, including all necessary accessories	"Dashmesh" / 'Kaycee" / "Capstan"/ Kent.
31.	Bronze body "Parallel Slide" 'Blow-off valve ("Spring loaded, blow-off pressure sellable" type), with flanged ends, also with matching Flanges (PN-1.0) / or (PN-1.6) class	Zoloto/ Sant –make / Leader.
32.	<b>Air-Release Valve</b> Bronze body "Parallel Slide" 'Blow-off valve ("Spring loaded, blow-off pressure sellable" type), with flanged ends, also with matching Flanges (PN-1.0) / or (PN-1.6) class	Zoloto / Sant –make / Leader.
	Bronze/Gunmetal-body Ball valve with 'BSPT(F), threaded screwed ends, "quarter turn Lever operated" type (PN-1)/or (pN- 1.6) class	Valves of Bronze body: -'Leader', 'Zoloto' – Metal only: - Sant make / Leader.
33.	Gaskets-CAF 'Full face' conforming to IS- 2712, Gr.- C; (3mm thick)	"Klinger" / "Permanite" / "Champion".
34.	CPVC and uPVC and HDPE pipe including fittings	Ori-Plast /Suprim/Alom
35.	Pressure Reducing Valve , Blow-off VALVE: Bronze / Gun metal Body, Bronze/Gun metal Body, Non- Return Valve (N.R.V): C.I. Body	<b>Zoloto, / "Sant" / —Leader / —Amco/ —Hawa)</b>
36.	Sanitary wares (Vitreous chinaware): - i) W.C. - (Indian type/ European Type) – with 'S' / 'P' - Trap - Floor mounted type, without PVC Flushing Cistern ii) Wash	<b>Hindware, / —Parryware/ —CERA / KOHLER</b>

	Basins - "Flat-back" type rectangular pattern with —Esscoll CP Pillar Tap / or —Swan neck type Mixer iii) Urinal - Flat back "Small" with CP Spreader, CP Waste coupling, CP Bottle Traps with waste pipes	
37.	Wall Mirror	6mm thick 'Modiguard' / 'Ashai' / or equivalent as approved by ENGINEER-IN-CHARGE, with 12mm thick hard-board backing
38.	W.C.: - Floor mounted "Pedestal" type- W.C. -	'Hindware- /'Parryware'/'Cera'
39.	Wash Basin	'Hindware- /'Parryware'/'Cera'
40.	For WC flushing: - PVC 'Low-level' "Dual- Flush" Cistern	Hindware "SLEEK" or equivalent Parryware or 'Cera' Model.

### **ELECTRICAL & ELECTRONICS ITEMS**

Sl.	ITEM	APPROVED MAKES
1	Diesel engine	CUMMINS / CATERPILLAR / KIRLOSKAR/MAHINDRA/EICHER
2	Alternator	KIRLOSKAR / STAMFORD / AREVA
3	LT Cable termination materials	DOWELLS / COMET / LOTUS
4	Air Circuit Breaker	SCHNEIDER / ABB / L&T
5	MCCB / Contactor/RCCB	SCHNEIDER / ABB / L&T/HAVELLS /HPL/STANDARD/LEGRAND/C&S/POLYCAB
7	MCB/MCB DB'S/ISOLATOR	SCHNEIDER / ABB / L&T/HAVELLS/STANDARD/LEGRAND/C&S/ POLYCAB/ANCHOR(UNO)
8	Power Factor Correction Relay	SCHNEIDER / / L&T/EPCOS/ABB
9	Power Factor Correction Capacitors	SCHNEIDER / EPCOS / L&T/ABB
10	Relays	SCHNEIDER / SIEMENS / L&T/ABB
11	Meters	SCHNEIDER /ENERCON/ AEI/SECURE
12	Ammeter/Voltmeter selector switch	L&T/ KAYCEE / SALZER
13	Indicating Lamp	SCHNEIDER /SIEMENS/VAISHNO/ L&T/HAVELLS/ANCHOR
14	Push Buttons / Indicating Lamps	SCHNEIDER /L & T (RISHAB) / SIEMENS
15	C.T/P. T	KAPPA / AUTOMATIC ELECTRIC / BCH



16	L. T. Power, control and signal cable	HAVELLS / KEI / CRYSTAL/POLYCAB/TRANSRAIL
17	Insulated Cu. Wires	HAVELLS/KEI/POLYCAB/TRANSRAIL/BENTEC
18	Insulated aluminium wires	CAPITAL/HARSON/POLYCAB/BENTEC
19	M.S. Conduit & ACCESSORIES	JINDAL / TATA / GST
20	PVC conduit & Accessories	ANCHOR /POLYCAB/AKG
21	Industrial Power Socket Outlets	SCHNEIDER / ABB / L&T/HAVELLS/BENTEC
22	Pole	Bajaj/Crompton/Transrail
23	Desktop & Computers with all accessories	HP/ Dell

#### **FIREFIGHTING MAKES**

Sl. No.	Description of Approved Material/Item	Approved Make
19	<b>Fire Extinguishers</b> D.C.P.-5Kg. -includingMSfastening Clamps for mounting on walls/columns CO2 4.5 Kg. - including MS fastening Clamps for mounting on walls/columns Water CO2 including MS fastening Clamps for mounting on walls / columns A B C – Powder type (Mono Ammonium Phosphate base) – including MS fastening Clamps for mounting on walls/columns	Fireshield /Protector/ /Surex /Minimax-all ISI Approved

**Note: -**

- All material must conform to relevant BIS specifications.
- In case of any work where no such specification is defined work shall be carried out as per standard work manual of state and central govt.
- The Warranty/Guarantee period for all non civil items (i.e., lights, fixtures, wooden items, all MEP work) will be given by contractor to BSCL for minimum 2 years.
- All material should be used after prior approval from BSCL.
- All Test Report must be of from any Govt. accredited body like NABL & be submitted before installation.
- Anti-termite treatment must be conducted among all School.

**VOLUME-III**

**SECTION-8**

**FORM OF BID**

## FORM OF BID

Description of the Works:

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BID

To :

Address:

- 1.0 We offer to execute the Modernization of Schhols (Phase-II) under Smart City Mission in Bhagalpur, Bihar described above and remedy any defects therein in conformity with the Conditions of Contract, specification, drawings (Concept layout), Price Bid (Item rate format) and Addenda along with reply to the pre-bid queries.
- 2.0 We undertake, if our Bid is accepted, to commence the Works as soon as is reason-ably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
- 3.0 We agree to abide by this Bid for the period of .....days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4.0 Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 5.0 We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature\_\_\_\_\_in the capacity of\_\_\_\_\_duly authorized to sign bids for and on behalf of (In block capitals or typed)

Address

Witness

Address

Occupation

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**SECTION 9**

**PRICE BID**

## **PRICE BID**

### **Preamble**

- 1.0 The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
- 2.0 The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
- 3.0 The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- 4.0 The rates or prices shall be quoted entirely in Indian Currency.
- 5.0 A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- 6.0 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
- 7.0 General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
- 8.0 The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Surface Transport (edition).
- 9.0 Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 27 of the Instructions to Bidders.
- 10.0 Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kW with a single rear mounted heavy duty ripper.
- 11.0 The rate quoted by bidder are inclusive of all cost, carriage of material, royalty & other taxes in Price Bid. No extra payment should be made.

### **PRICE BID**

I/we hereby tender to execute the whole of the work described in the:

**Name of the Work: - Modernization of Schhols (Phase-II) under Smart City Mission in Bhagalpur, Bihar on Item Rate Basis.**

### **PRICE BID FORMAT**

**The price bid format is as per eproc2 website.**

**Note:** The rate quoted by bidder are inclusive of all cost, carriage of material, royalty & other taxes in Price Bid. No extra payment should be made

### **BILL OF QUANTITIES**

Sl. No.	Description of Item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amount
				In Figure	In Words	
	<b>As per Detailed BOQ Uploaded.</b>					

**Bill of Quantities**

**Name of Work:- Modernization of Schools  
(Phase-II)**

**Marwari Pathshala**

SL. No.	Description of Item	Unit	Qty.
	<b>CIVIL WORKS</b>		
1	Dismantling old plaster or skirting raking out joints, cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	Sqm	1924
2	Internal Plaster		
	12 mm cement plaster of mix		
	1:3 (1 cement: 3 coarse sand)	Sqm	1360
3	External plaster		
	20 mm cement plaster of mix		
	1: 4 (1 cement: 4 coarse sand)	Sqm	581
4	Ceiling plaster 6 mm of mix		
	1: 3 (1 cement: 3 coarse sand)	Sqm	329
5	Removing white or colour wash by scrapping and sand paper in and preparing the surface smooth including necessary repair scratches etc complete.	Sqm	6536
6	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	Sqm	1920
7	Finishing walls with textured exterior paint of required shade:		
	New work (two or more coats applied @ 3.28 litre/10 sq.m) over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm	Sqm	1920
8	Finishing with Deluxe multi surface paint system for interiors and exteriors using Primer as per manufacturer's specifications		
	Two or more coats applied on walls @ 1.25 litre/10 sqm over and including one coat of special primer applied @ 0.75 litre/10 sqm		
	Interior surfaces	Sqm	4796
9	Hacking of cement concrete flooring including cleaning the surface complete as per direction of the E-I-C.	Sqm	500
10	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement including cement slurry etc but excluding the cost of nosing of steps etc complete.		



	40 mm thick with 20 mm nominal size stone aggregate	Sqm	591
11	Cement plaster skirting (upto 30 cm height) with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement.		
	18 mm thick	Sqm	45
12	Providing and fixing panelling or panelling & glazing in panelled or panelled and glazed shutters for doors, windows and clerestory windows (Area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling for panelled or panelled and glazed shutters ( 25 to 40 mm thick)		
	Kiln seasoned and chemically treated hollock wood for 40, 35, 30, 25 mm thick shutters	Sqm	46
13	Renewing glass panes with wooden fillets wherever necessary		
	Float glass panes of thickness 4 mm	Sqm	33
14	Chipping of unsound/weak concrete material from slabs, beams, columns etc with manual chisel and/or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulder of cavities, including cleaning the exposed concrete surface and reinforcement with wire brushes etc and disposal of debris for all leads and lifts all complete as per direction of E-I-C.		
	50 mm average thickness	Sqm	133
15	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-in-charge.		
	Bars upto 12 mm diameter	M	705
16	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and directions of E-I-C complete in all respect.		
	Epoxy bonding adhesive having coverage 2.20 sqm/kg of approved make.	Sqm	130
17	Welding by electric plant including transportation of electric welding plant at site etc. complete	cm	5000
18	Centering and shuttering including strutting, propping etc and removal of form for:		
	Foundations, footings, bases of columns etc for mass concrete	Sqm	37
	Walls (any thickness) including attached pilasters, Buttresses, plinth and string courses etc.	Sqm	56
	Columns, pillars, piers, Abutments, Posts, Struts	Sqm	63
	Suspended floors, roofs, landings, balconies and access platform	Sqm	150
	Shelves (Cast in situ)	Sqm	3
	Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	122

19	Reinforced cement concrete work in wall (any thickness), including attached pillasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc upto floor five level excluding cost of centering, shuttering, finishing and reinforcement.		
	1 : 1.5 : 3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	16
20	Reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete.		
	Mild Steel - 6mm dia	kg	280
	Thermo Mechanically Treated bars TMTC-500 - 8 mm dia.	kg	1730
	Thermo Mechanically Treated bars TMTC-500 - 10 mm dia.	kg	560
	Thermo Mechanically Treated bars TMTC-500 - 12 mm dia.	kg	2120
	Thermo Mechanically Treated bars TMTC-500 - 16 mm dia.	kg	1340
	Thermo Mechanically Treated bars TMTC-500 - 20 mm dia.	kg	280
	Thermo Mechanically Treated bars TMTC-500 - 25 mm dia.	kg	280
21	Shotcreting RCC columns, beams, slabs etc in layers with approved design mix concrete having the minimum specified characteristic compressive strength (with ordinary portland cement, coarse sand and graded stone aggregate of 10 mm maximum size in proportion as per design criteria) including the cost of centering and shuttering, at edges and corners etc as directed by E-I-C. Note: Rates shall include the providing necessary ground wires etc. The levelling gauges, if used shall be paid for separately. Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding/tapping with a blunt metal instrument.		
	50 mm thick in Grade M-25 with cement content not less than 330 kg per cum	Sqm	130
22	Providing & applying integral crystalline slurry hydrophilic in nature for waterproofing treatment to the RCC structures like retaining wall of basement, water tank, roof slab, podiums, reservoirs, sewage & water treatment plants, tunnels/sub-way and bridge deck etc prepared by mixing in the ratio of 5:2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3:1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fibre brush. The material shall meet the requirements as specified in ACI-212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with controlled concrete as per DIN 1048 and resistant to 16 bar hydro-static pressure on negative side. The crystalline slurry shall be capable of self-healing of cracks upto a width of 0.50mm. The work shall be carried out all complete as per specifications and directions of the E-I-C. The product performance shall carry guarantee for 10 years against any leakage.		
	For vertical surface two coats @ 0.70 kg per sqm	Sqm	56
	For horizontal surface one coat @ 1.10 kg per sqm	Sqm	74

23	Providing and laying in-situ seven course water proofing treatment with APP (Atactic Polypropylene) modified polymeric membrane over roof consisting of 1st coat of bitumen primer @ 0.40 kg per sq.m, 2nd, 4th and 6th courses of bonding material @ 1.20 kg/sq.m, which shall consist of blown type bitumen of grade 85/25 conforming to IS: 702, 3rd & 5th layers of roofing membrane APP modified Polymeric membrane, 2.00 mm thick of 3.00 kg/sq.m weight consisting of five layers pre-fabricated with centre core as 100 micron HMHDPE film sandwiched on both sides with polymeric mix and the polymeric mix is protected on both sides with 20 micron HMHDPE film, 7th the topmost layer shall be finished with brick tiles of class designation 100 grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% integral water proofing compound by weight of cement over a 12 mm layer of cement mortar 1:3 (1 cement : 3 fine sand) and finished neat which shall be paid for separately.	Sqm	758
24	Applying priming coat		
	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron / steel works	Sqm	131
	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel works (2nd coat)	Sqm	111
25	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade		
	Old steel work (one or more coats)	Sqm	111
26	Brickwork in superstructure above plinth level upto floor five		
	cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	105
27	Galvanised steel barbed wire of 9.8 kg/100 metre	quintal	0.4
28	Labour for fitting & fixing in barbed wire fencing in FOUR rows horizontal upto a height of 1.25 M and two diagonals including fixing the post in cement concrete at 2.5 m centres including cost of staples (but excluding the cost of cement concrete, angle, iron post, its cutting and making holes, nuts & bolts) all complete as per building specifications and as per direction of E/I.	per metre	400
29	Drilling 6 mm dia holes in MS angle iron for fixing of staples etc. as per building specifications and as per direction of E/I.	each	161
30	Labour for cutting of MS angle iron post to required length, one end splitted, as fish tailed in a length of 150 mm complete as per building specifications and as per direction of E/I.	each	161
31	Structural steel work in single section fixed without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	205
32	Providing & laying in position cement concrete of specified grade excluding the cost of centering & shuttering - all work upto plinth level.		
	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	3
33	15 mm cement plaster on rough side of single or half brick wall of mix		

	1:4 (1 cement : 4 coarse sand)	Sqm	403
34	15 mm cement plaster on rough side of single or half brick wall of mix		
	1:3 (1 cement: 3 coarse sand )	Sqm	33
35	Neat cement punning	Sqm	2
36	Colour washing such as green, blue or buff to give an even shade		
	New work (two or more coats) with a base coat of whitening	Sqm	561
37	Providing & fixing 1mm thick M.S sheet door with frame of 40x40x6mm angle iron and 3mm MS gusset plates at the junctions and corners, all necessary fittings complete including applying a priming coat of approved steel primer.		
	Using M.S angle 40x40x6 mm for diagonal braces	Sqm	20
38	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade		
	New steel work (two or more coats)	Sqm	20
39	Installation of Acrylic Sheet based LED Board in aluminium frame with LED lighting and sheet design as per drawing on M.S angle section in concrete (1:2:4), including lighting, fixtures, connection all complete.	Sqm	10
40	Earth work in excavation in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m. including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.		
	All kinds of soil.	Cum	117
41	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and watering lead	Cum	56
42	Providing and laying in position cement concrete of specified grade exluding the cost of centring and shuttering - all work upto plinth level.		
	1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	Cum	24.3
43	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement - All work upto plinth level.		
	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	1.4
44	Structural Steelwork riveted or bolted in built-up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a coat of approved steel primer all complete.	kg	180
45	Providing corrugated G.S sheet roofing fixed with G.I.J or hooks, bolts or nuts 8 mm in diameter, with bitumen and GI limpet washers or with GI limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete. (upto a pitch of 600) excluding the cost of purlins, rafters and trusses.		

	1.00 mm thick with zinc coating not less than 275 gm/sqm	Sqm	105
46	Providing ridges or hips of width 60 cm overall width plain G.S sheet fixed with G.I.J or L hooks, bolts and nuts 8 mm dia, G.I limpet and bitumen washers complete.		
	0.80 mm thick with zinc coating not less than 275 gm/sq.m	m	20
47	Supplying and Filling in plinth with local sand and under floors including,watering, ramming consolidating and dressing complete.	Cum	51
48	Diluting and injecting chemical emulsion for POST CONSTRUCTIONAL anti-termites' treatrnt (including the cost of chemical emulsion)		
	Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling and plugging 12 mm diameter holes with cement mortar 1:2 (1 cement : 2 coarse sand) to match the existing floor.		
	With Chlorpyriphos EC 20% with 1% concentration	Sqm	34
49	Diluting and injecting chemical emulsion for POST CONSTRUCTIONAL anti-termites' treatrnt (including the cost of chemical emulsion)		
	Along external wall where the apron is not provided using chemical imulsion @ 7.5 liters / sqm of the vertical surface of the substructure to a depth of 300 mm including excavation channel along the wall & rodding etc. complete:		
	With chlorpyriphos/Lindone E.C. 20% with 1% concentration	M	41
50	Extra for providing and mixing water proofing material in cement concrete work in the proportion recommended by the manufacturer.	Per 50 kg Cement	70
51	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20mm nominal size).	Sqm	65
52	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand (zone - III) : 6 graded stone aggregate 20 mm nominal size) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	Sqm	29
53	Providing and Laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete structural elements, excluding the cost of centring, shuttering finishing and reinforcement, M-20 grade reinforced cement concrete.		
	All works upto plinth level	Cum	18
	Walls, Columns, pillars, posts and struts	Cum	4
	Beams, girders, cantilevers, suspended floors, lintels, roofs and staircases including spiral staircases, shelves etc.	Cum	20
54	Brick work with bricks of class designation 100A in foundation & plinth in:		
	cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	28

55	Brick work 7cm thick with brick of class designation 100A cement mortar 1:3 (1 cement : 3 coarse sand) in super structure	Sqm	122
56	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (holdfast lugs or dash fastener shall be paid for separately).		
	Kiln seasoned and chemically treated hollock wood	Cum	0.17
57	Providing and fixing ISI marked flush door shutters conforming to IS :2202 (Part I) non-decorative type,core of block board construction with frame of 1 st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:		
	35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws hinges with necessary screws	Sqm	7
58	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type,core of block board construction with frame of 1 st class hard wood and well matched commercial 3 ply engineering with vertical grains or cross bands and face veneers on both faces of shutters:		
	30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	Sqm	2.1
59	Providing 40X5mm flat iron hold fast 40cm long including fixing to frame with 10 mm dia. Bolts, nuts and wooden plugs and embedding in cement oncrete block 30x10x15 cm 1:3:6 mix (1 cement: 3 coarse sand : 6 graded stone aggregate 20mm nominal size)	each	24
60	Providing & fixing bright finished brass butt hinges with necessary screws complete.		
	125 x 85 x 5.5 mm (heavy type)	each	13
61	Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete:		
	250x10 mm	each	5
62	Providing and fixing bright finished brass door latch with necessary screws etc. complete 300X16X5 mm	each	4
63	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete		
	300x16 mm	each	6
64	Providing & fixing steel glazed doors, windows and ventilators of standard rolled steel sections, joints mitred and welded with 15x3 mm lugs 10 cm long with steel lugs embedded in cement concrete blocks 15x10x10 cm of 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate of 20 mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required including providing and fixing of glass panes with glazing clips and special metal sash putty of approved make complete including applying a priming coat of approved steel primer excluding the cost of metal beading and other fitting except necessary hinges or pivots as required.	Sqm	1.1

65	Extra for providing & fixing steel beading of approved shape and section with screws instead of glazing clips and met. Sash putty in steel doors, windows, ventilators and composite units.		
	Steel windows	Sqm	1.1
66	Structural Steelwork riveted or bolted in built-up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a coat of approved steel primer all complete.	kg	2860
67	Area of window above 1.75 sqm) Providing and fixing factory made uPVC white colour sliding glazed window upto 1.50 m in height dimension comprising of uPVC multichambered frame with in-built roller track and sash extruded profiles duly reinforced with $1.60 \pm 0.2$ mm thick galvanized mild steel section made from roll forming process of required length (shape & size according to uPVC profile), appropriate dimension of uPVC extruded glazing beads and uPVC extruded interlocks, EPDM gasket, wool pile, zinc alloy (white powder coated) touch locks with hook, zinc alloy body with single nylon rollers (weight bearing capacity to be 40 kg), G.I fasteners 100 x 8 mm size for fixing frame to finished wall and necessary stainless steel screws etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, including drilling of holes for fixing hardware's and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of required size and of approved quality, all complete as per approved drawing & direction of Engineer-in-Charge. (Single / double glass panes, wire mesh and silicon sealant shall be paid separately) Note: For uPVC frame and sash extruded profiles minus 5% tolerance in dimension i.e. in depth & width of		
	Three track three panels sliding window with fly proof SS wire mesh (Two nos. glazed & one no. wire mesh panels) made of (small series) frame 92 x 44 mm & sash 32 x 60 mm both having wall thickness of $1.9 \pm 0.2$ mm and single glazing bead of appropriate dimension (Area of window upto 1.75 sqm).	Sqm	10
68	Providing and fixing glazing in aluminium door, windows, ventilators, shutters and partitions etc, with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer-in-charge (cost of aluminium snap beading shall be paid in basic item)		
	With float glass panes of 4.0 mm thickness.	Sqm	3
69	Providing and fixing factory made P.V.C. door frame of size 50x47 mm with a wall thickness of 5 mm, made out of extruded 5 mm rigid PVC foam sheet, mitred at corners and joined with 2 Nos. of 150 mm long brackets of 15x15 mm M.S. square tube, the vertical door frame profiles to be reinforced with 19x19 mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100 mm size, complete as per manufacturer's specification and direction of Engineer-in- Charge.	M	30

70	30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow section of size 60x30 mm and wall thickness 2 mm ( $\pm 0.2$ mm), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm ( $\pm 0.1$ mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm ( $\pm 0.2$ mm) wall thickness fixed to the shutter styles by means of plastic/ galvanised M.S. 'U' cleats. The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm ( $\pm 0.1$ mm) wall thickness. The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.	Sqm	10
71	Providing and Fixing Stainless Steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, ( for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).	kg	65
72	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.	kg	160
73	Providing and laying Ceramic glazed floor tiles 400x400 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS: 13755 of NITCO, ORIENT, SOMANY, KAJARIA or equivalent make in colours except white, Ivory, Grey, Fume, Red, Brown, laid on 20 mm thick cement mortar 1 : 4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigments etc, complete	Sqm	34
74	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (Thickness to be specified by the manufacture) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	Sqm	55
75	40 mm thick fine dressed stone flooring over 20 mm (average) thick base with joint finished flush: base 1:5 (1 cement : 5 coarse sand)		
	White sand stone	Sqm	32
76	Extra for pre finished nosing in treads of steps of Kota stone / sand stone	RM	9
77	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations, of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy		



	touch ups,including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.		
	Granite of any colour and shade, Area of slab over 0.50 Sqm	Sqm	5
78	Providing edge moulding to 18 mm thick marble stone counters, vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in- Charge., Granite Work	M	11
79	Applying one coat of cement primer of approved brand and manufacture on wall surface:	Sqm	190
80	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade:		
	New Work (three or more coats)	Sqm	190
81	Applying priming coat:		
	With ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and soft wood)	Sqm	9.1
82	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade:		
	New wood work (two or more coats)	Sqm	9.1
83	Painting on G.S sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:		
	New work (two or more coats) including a coat of approved steel primer but excluding a coat of mordant solution	Sqm	93
84	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately).		
	All works upto plinth level	Cum	2
85	Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge		
	100 mm nominal size dia	M	30
86	Supplying, filling, spreading & leveling stone boulders of size range 5 cm to 20 cm, in recharge pit, in the required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	Cum	8
87	Supplying, filling, spreading & leveling gravels of size range 5 mm to 10 mm, in the recharge pit, over the existing layer of boulders, in required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	Cum	8

88	Supplying, filling, spreading & leveling coarse sand of size range 1.5 mm to 2 mm in recharge pit, in required thickness over gravel layer for all leads & lifts, all complete as per direction of Engineer -in- charge.	Cum	8
	<b>SANITARY &amp; PLUMBING WORKS</b>		
	<b>Sanitary Works</b>		
89	Providing and fixing wash basins with C.P. brass pillar tap, 32mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls and floors where required.		
	White Vitreous china Wash basin of size 630 x 450mm with single 15mm C.P. brass pillar tap.	each	16
90	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	each	16
91	Providing and fixing PTMT soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangements, weight not less than 106 gms.	each	16
92	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931		
	a) 15 mm nominal bore	each	32
93	Providing and fixing water closet squatting pan (Indian type W.C.pan) with 100 mm sand cast Iron P or S trap, 10 litre low fixtures complete, including cutting and making good the walls and level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and floors wherever required :		
	White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests	each	3
94	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I.brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :		
	W.C. pan with ISI marked white solid plastic seat and lid	each	1
95	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :		
	One urinal basin with 5 litre white P.V.C. automatic flushing cistern	each	5
	<b>Plumbing Works</b>		

96	Providing & fixing Chlorinated polyvinyl Chloride (CPVC) Pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in charge.		
	Concealed work, including cutting chases and making good the walls		
	15 mm nominal outer dia pipes	metre	100
	20 mm nominal outer dia pipes	metre	60
97	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.		
	External Works		
	25 mm dia. nominal bore	metre	40
98	Providing and fixing ball (brass) valve of approved quality. High or low pressure, with plastic floats complete:		
	15 mm nominal bore.	each	50
	20 mm nominal bore.	each	50
	25 mm nominal bore	each	8
99	Providing and fixing required Stainless Steel Fitting of press fit design of grade AISI 304 conforming to JWWA G116 standard with V-profile or M-profile and with O-ring sealing gasket of EPDM material of providing and fixing required Stainless Steel Fitting of press fit design of grade AISI 304 conforming to JWWA G116 standard with V-profile or M-profile and with O-ring sealing gasket of EPDM material of required dia as per direction of Engineer-in-charge.		
	Reducer		
	For 42.70 mm x 34.00 mm outer dia pipe	each	6
	For 34.00 mm x 22.22 mm outer dia pipe	each	6
	For 22.22 mm x 15.88 mm outer dia pipe	each	6
100	Providing and fixing required Stainless Steel Fitting of press fit design of grade AISI 304 conforming to JWWA G116 standard with V-profile or M-profile and with O-ring sealing gasket of EPDM material of required dia as per direction of Engineer-in-charge.		
	For 15.88 mm outer dia x 15 mm nominal dia threaded	each	6
	For 22.22 mm outer dia x 15 mm nominal dia threaded	each	6
101	Providing and fixing unplasticised PVC connection pipe with brass unions :		
	30 cm length 15 mm nominal bore	each	24

102	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.		
	Flexible pipe 40 mm dia	each	16
103	Painting of GI pipes and fittings with synthetic enamel white paint over a ready mixed priming coat, both of approved quality for new work.		
	25 mm dia. nominal bore	metre	60
104	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fitting and base support for tank.	per litre	4000
105	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931	each	28
	a) 15 mm nominal bore		
106	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms		
	15 mm nominal bore.	each	9
107	Providing and fixing PTMT Grating of approved quality and colour		
	Circular Type		
	125 mm nominal dia with 25 mm waste hole	each	24
108	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS: 8931.		
	a) 15 mm nominal bore	each	8
	<b>Bore-Well</b>		
109	Boring / drilling bore well of required dia for casing / strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/ bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer - in-charge, upto 90 metre depth below ground level.		
	All type of soil		
	300 mm dia	metre	120
110	Supplying, assembling, lowering and fixing in vertical position in bore well, ERW (Electric Resistance Welded) FE 410 mild steel screwed and socketed/ plain ended casing pipes of required dia, conforming to IS: 4270, of reputed & approved make, including painted with outside surface with two coats of anticorrosive paint of approved brand and manufacture, including required hire & labour charges, fittings & accessories, all complete, for all depths, as per direction of Engineer- in-charge.		

	200 mm nominal size dia having minimum wall thickness 5.40 mm	metre	90
111	Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS: 12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer -in-charge.		
	200 mm nominal size dia	metre	120
112	Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge.		
	50 mm nominal size dia	metre	30
113	Gravel packing in tubewell construction in accordance with IS: 4097, including providing gravel fine/ medium/ coarse, in required grading & sizes as per actual requirement, all complete as per direction of Engineer- in -charge.	metre	84
114	Development of tube well in accordance with IS:2800 (part I) and IS: 11189, to establish maximum rate of usable water yield without sand content (beyond permissible limit), with required capacity air compressor, running the compressor for required time till well is fully developed, measuring yield of well by "V" notch method or any other approved method, measuring static level & draw down etc. by step draw down method, collecting water samples & getting tested in approved laboratory, i/c disinfection of tubewell, all complete, including hire & labour charges of air compressor, tools & accessories etc., all as per requirement and direction of Engineer-in- Charge.	Hour	24
115	Providing and fixing suitable size threaded mild steel cap or spot as per requirement, all complete for borewell of		
	200 mm nominal size dia	each	2
116	Providing and fixing M.S. clamp of required dia to the top of casing/ housing pipe of tubewell as per IS: 2800 (part I), including necessary bolts & nuts of required size complete		
	200 mm nominal size dia	each	3
117	Providing and fixing Bail plug / Bottom plug of required dia to the bottom of pipe assembly of tubewell as per IS:2800 (part I).		
	200 mm nominal size dia	each	3
118	Kirloskar 11 kiloWatt 3.33 LPS Three Phase-Submersible Pump Set,, Gem Id: 5116877-69549776856	each	1
119	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit as required. 4 X 4 sqmm	mtr	50
120	PVC Garden Pipe, inner dia 25 mm	mtr	60
121	Hose Clip 25MM	each	30

122	Supplying and fixing 3 Phase Starter Pannel ISI marked reputed Brand. As per direction of engineer encharge. Larsen & Toubro 3 HP Starters Control Panel for Submersible Pump	each	1
	<b>Drainage Works</b>		
123	Providing, laying and jointing glazed stone ware pipes grade 'A' with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc complete.		
	200 mm diameter	metre	30
124	Providing and laying cement concrete 1 : 5 : 10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) upto haunches of S.W. Pipes including bed concrete as per standard design.		
	200 mm diameter	metre	30
125	Providing and fixing square mouth S.W. Gully trap grade 'A' complete with C.I. grating brick masonry chamber with F.P.S bricks and water tight CI cover with frame of 300 x 300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design.		
	150 x 100 mm. size P type		
	With common burnt clay F.P.S. (non modular) bricks of class	each	28
126	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete.		
	250 mm diameter R.C.C pipes	metre	10
	<b>Rain Water Pipes and Fittings</b>		
127	Making khurra 45x45cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20mm nominal size) over PVC sheet 1mx1mx400 micron, finished with 12mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement rounding the edges and making and finishing the outlet complete :	Each	6
128	Providing and fixing on wall face unplasticised-PVC (working pressure 4 kgf per sqm) rain water pipes conforming to IS: 4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion.		
	110 mm diameter	Metre	30
129	Providing and fixing on wall face unplasticised - PVC moulded fittings / accessories for unplasticised Rigid PVC rain water pipes conforming to IS: 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10mm gap for thermal expansion.		
	Coupler		
	110mm	Each	6
	Single T with door		

	110x110x110 mm	Each	6
	Bend 87.5°		
	110 mm bend	Each	6
130	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.		
	110mm	Each	18
131	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	Each	6
132	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :		
	1:1:2 (1 cement : 1 coarse sand : 2 graded stone aggregate 20 mm nominal size)	Cum	2
133	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately).		
	All works upto plinth level	Cum	2
134	Half brick masonry with bricks of class designation 100A in foundations and plinth in :		
	Cement mortar 1:3 (1 cement: 3 coarse sand )	Sqm	9
135	Making bell mouth opening / entrance of size 100 x 50 x 50 cm for drainage pipe under footpath, including providing cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) for shape of bell mouth, including plastering providing and fixing precast R.C.C./ S.F.R.C. slab including plastering with cement mortar 1:3 (1 cement : 3 fine sand) of 6 mm thickness on exposed surface of the slab & bell mouth including centering, shuttering & neat cement punning inside the bell mouth etc. all complete.	each	1
136	Supplying and fixing C.I. cover without frame for manholes :		
	500mm diameter C.I cover (light duty) the weight of the cover to be not less than 58 kg	each	1
	<b>ELECTRICAL WORKS</b>		
	<b>Wiring</b>		
137	Wiring for light point / fan point / exhaust fan point / call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface /		

	recessed medium class PVC conduit with modular switch, modular plate, suitable size G.I. box etc as required.		
	Group C		
	Fan point, LED light in holder on wall light point, Tubelight & exhaust fan	point	235
	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required.		
	2 x 2.5 sq.mm + 1 x 2.5 sq.mm earth wire	metre	1020
138	2 x 4 sq.mm + 1 x 4 sq.mm earth wire	metre	410
	2 x 6 sq.mm + 1 x 6 sq.mm earth wire	metre	210
	2 x 10 sq.mm + 1 x 10 sq.mm earth wire	metre	200
139	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required.		
	5 Amps switch socket and switch board	each	25
140	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection, painting etc. as required.	each	25
141	Supplying and fixing 20 amps, 240 volts, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 amps "C" curve, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket outlet and complete with connections, testing and commissioning etc. as required.	each	20
	Supplying and fixing following modular switch / socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required		
142	Telephone socket outlet	each	4
	TV antenna outlet	each	3
	Bell push	each	2
	Supplying and fixing following size / modules, GI box along with modular base & cover plate for modular switches in recess etc as required.		
143	1 or 2 Module (75mm x 75mm)	each	5
	4 Module (125mm x 75mm)	each	6
	6 Module (200mm x 75mm)	each	10
	8 Module (125mm x 125mm)	each	10



	12 Module (200mm x 150mm)	each	25
144	Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required.		
	1 or 2 Module	each	5
	4 Module	each	6
	6 Module	each	10
	8 Module	each	10
	12 Module	each	25
145	Supplying and fixing modular blanking plate on the existing modular plate & switch box but excluding modular plate as required.	each	15
146	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed PVC conduit as required.	metre	40
147	Supplying and fixing stepped type electronic fan regulator on the existing modular plate / switch box including connections but excluding modular plate etc. as required.	each	66
148	Supplying and fixing brass batten / angle holder including connection etc. as required.	each	136
149	Supplying and fixing call bell / buzzer suitable for single phase, 230 volts, complete as required	each	2
150	Installation, testing and commissioning of ceiling fan, including wiring the down rods of standard length (upto 30 cm) with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable, including providing and fixing phenolic laminated sheet cover on the fan box etc. as required.	each	66
151	Installation of exhaust fan in the existing opening, including making good the damage, connection, testing, commissioning etc. as required.		
	Upto 450 mm sweep	each	10
152	Extra for fixing the louvers shutters complete with frame for a exhaust fan of all sizes	each	10
153	Supplying and fixing of following ways surface / recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer ) as required . (Note : Vertical type MCB TPDB is normally used where 3 phase outlets are required.)		
	8 way (8 + 24 ), Double door, Vertical type	each	2
	12 way (4 + 36), Double door	each	2
154	Supplying and fixing following rating, four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	40 amps	each	10

	63 amps	each	10
155	Supplying and fixing following way single pole & neutral, sheet steel, MCB distribution board, 240 volts, on surface/ recess, complete with tinned copper bus bar, neutral bus-bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)		
	2 + 6 way, single door	each	4
	2 + 10 way, single door	each	4
	2 + 12 way, single door	each	4
156	Supplying and fixing following rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	6/32 amps, Single pole	each	65
157	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required	each	10
	<b>Street Light Poles &amp; Cables</b>		
158	8 Metre height Octagonal Hot-Dip galvanized street light poles with top dia. (A/F) 70 mm & bottom dia (A/F) 155 mm and made of 3 mm thick sheet, base plate dimension 260 X 260 X 16 mm including suitable size foundation bolts etc.	each	20
159	3.5 core, 50 sq.mm, XLPE/PVC insulated PVC sheathed (Heavy duty), armoured L.T. electric cable with aluminium conductor	metre	80
160	3.5 core, 25 sq. mm XLPE/PVC insulated PVC sheathed (Heavy duty) armoured electric cable with aluminium conductor	metre	150
161	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 11 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required.		
	Upto 120 sq. mm	metre	170
162	Fixing for laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.		
	Upto 35 sq. mm (Clamped with 1 mm thick saddle)	each	170
	<b>Lightning Conductor</b>		
163	Providing and fixing lightning conductor finial, made of 25 mm dia 300 mm long, G.I. tube, having single prong at top, with 85 mm dia 6 mm thick G.I. base plate including holes etc. complete as required.	each	2
164	Fixing of lightning conductor finial (single prong) with base plate including holes etc. complete as required.	each	2
165	Jointing copper / G.I. tape (with another copper / G I tape, base of the finial or any other metallic object) by riveting / nut bolting / sweating and soldering etc as required.	each	20

166	Providing and fixing G.I. tape 20 mm x 3 mm thick on parapet or surface of wall for lightning conductor complete as required. (For horizontal run)	metre	250
167	Providing and fixing G.I. tape 20 mm x 3 mm thick on parapet or surface of wall for lightning conductor complete as required. (For vertical run)	metre	15
	<b>Fittings and accessories</b>		
168	LED Tube light 18-watt T8	each	23
169	LED Lamp 15 W	each	136
170	Supply of 40/45 watt LED street light with die cast aluminium housing for ingress protection of IP 65 and complete with all accessories.	each	20
171	Supply of 90-watt LED street light with die cast aluminium housing for ingress protection of IP 65 and complete with all accessories.	each	6
172	Regular / standard make 1400 mm sweep ceiling fan	each	66
173	12"(300mm) metal exhaust fan of approved make	each	10
	<b>FIRE FIGHTING</b>		
174	Providing, storing, handling, shifting, installation, testing and commissioning of portable fire Extinguishers as described below:		
	ISI marked (IS:15683) 4.5 kg carbon dioxide extinguisher, ISI marked, with high pressure discharge tube, horn, control valve, CCE approved cylinder	Each	5
	ISI marked (IS:15683) 6 kg Mono Ammonium Phosphate (ABC) type cartridge operated extinguishers	Each	5
	<b>LANDSCAPING</b>		
	<b>Preparation of soil for planting</b>		
175	Trenching in ordinary soil up to a depth of 60 cm including removal and stacking of serviceable materials and then disposing of surplus soil, by spreading and neatly leveling within a lead of 50 m and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or / and manure before and after flooding trench with water (excluding cost of imported earth, sludge or manure).	cum	110
176	Supplying and stacking of good earth at site including royalty and carriage upto 5 km complete (earth measured in stacks will be reduced by 20% for payment).	cum.	98
177	Supplying and stacking sludge at site including royalty and carriage upto 5 km complete (sludge measured in stacks will be reduced by 8% for payment).	cum.	12
178	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km complete (manure measured in stacks will be reduced by 8% for payment):		
179	Screened through sieve of I.S. designation 4.75 mm	cum.	70
180	Uprooting weeds from the trenched area after 10 to 15 days of its flooding with water including disposal of uprooted vegetation.	sqm	280

181	Spreading of sludge, dump manure and/or good earth in required thickness as per direction of officer-in-charge (cost of sludge, dump manure and/ or good earth to be paid separately).	cum	110
182	Mixing earth and sludge or manure in the required proportion specified or directed by the Officer-in-charge	cum	110
183	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, leveling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and leveling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid for separately)	cum	75
	<b>Tree plants</b>		
184	Providing and stacking of Fishtail palm of ht. 270-300 cm bottom girth 40-50 cm well developed in big size HDPE bags as per direction of the officer-in-charge.	each	24
185	Supply and stacking of Delonix regia (Gulmohar) plant of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge	each	6
	<b>Providing grass</b>		
186	Providing and laying Neelgiri / Mexican grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and than rolling the surface with light roller make the surface smoothen and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of officer-in-charge.	sqm	300.00
187	Providing and displaying of Brassia Variegated having ht. 30 cm, well developed with fresh and healthy foliage in 20 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	each	25
188	Providing and displaying of Croton Petra Bangalore variety having ht. 60 cm to 75 cm with 4 to 6 branches, well developed, fresh and healthy colorful leaves in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	each	25
189	Providing and Displaying Bougainvillea named variety, Sobhra, Thima, marry palmar, Cherry Blossom etc. well developed with fresh & healthy bushy in full bloom 75 to 90 cm ht. in 40 cm Cement Pot as per direction of the officer-in-charge.	each	15
	<b>Garden maintenance for 1 years</b>		

190	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliages, creepers etc. including hoeing, weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and bush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required), top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by Officer-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mower and bush cutter with fuel, other T & P materials / articles shall be provided by the contractor.)	per sqm per year	450.00
	<b>Concrete paver blocks</b>		
191	Providing and laying factory made chamfered edge cement concrete paver blocks in foot path, park and lawns, drive way or light & traffic parking etc. of required strength, thickness & size/shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of coarse sand, compacting and proper embedding / laying of inter-locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand, cutting of paver balocks as per required size and pattern, finishing and sweeping extra sand, all complete as per manufacturer's specifications & directioins of E/I.		
	60 mm thick C.C paver block of M-35 grade with approved colour, design and pattern. (In path way internal area and Parking area)	sqm	770.00
	<b>Kerb stone</b>		
192	Edging with bricks laid dry length wise including excavation, refilling, consolidating with hand packing and spreading neatly surplus earth within a lead of 50 m:		
	100A class designation.		
	F.P.S. Bricks		
	In planter bed kerb stone	m	781.00
	<b>FURNITURE</b>		
	<b>Green Chalk Board</b>		
193	Providing & fixing of green chalk board in place all complete of size 8 feet x 4 feet with following parameters:	each	20
	Front cover material of board: Not applicable		
	Rear panel material of board: Galvanised iron sheet		
	Front layer thickness of Board (front) in mm: 2 mm		
	Overall pinability depth of Board in mm: 10 mm		
	Frame material of board: Aluminium		
	Front layer material of board: FABRIC (As required by Customer)		
	Core layer material of board: SOFT BOARD		

	Orientation: Portrait / Landscape		
	Type of Front Cover: Without front cover		
	Warranty in years: 1		
	Wall fixing kit: Yes		
	Corner protection: With		
	<b>Systems</b>		
194	Desktop Computers	each	30
	Processor:		
	Processor Make: Intel		
	Processor Generation: 9		
	Number of Cores per Processor: 6		
	Processor Description: Intel Core i5		
	Processor Number: Intel Core i5 9500		
	Out of Band Management: NA		
	Cache (MB): 9		
	Motherboard		
	Chipset Series: Intel Q Series		
	Expansion Slots (PCIe x 1) (Number): 1		
	Expansion Slots (PCIe x 16) (Number): 2		
	Expansion Slots (PCI) (Number): 1		
	Expansion Slots (M Dot 2): 2		
	Graphics		
	Graphics Type: Integrated		
	Graphic Card Description: Intel		
	Size of Memory in case of Dedicated Graphic Card (GB): 0		
	Size of VRAM in case of integrated Graphics (MB):0		
	Operating System (Factory Pre-Loaded): Windows 10 Professional		
	Recovery Image Media: NA		
	OS Certification: Windows		
	Memory:		
	Type of RAM: DDR4		
	RAM Size (GB): 8		

RAM Speed (MHz): 2666		
Total Number of DIMM Slots Available: 4		
Number of DIMM Slots populated: 1		
RAM Expandability upto (using spare DIMM Slots in GB): 128		
Storage:		
Total Number of Internal Bays available: 2		
Number of 2 point 5 inches internal Bays: 1		
Number of 3 point 5 inches internal Bays: 1		
Number of 2 point 5 inches internal Bays Populated: 0		
Type of Drives used to populate the internal Bays: HDD		
Number of internal Bays populated with HDD: 1		
Capacity of each HDD (GB): 1000 @ 7200 rpm		
Total HDD Capacity (GB): 1000		
Number of Internal Bays populated with SSD: 0		
Capacity of each SSD (GB): 0		
Total SSD Capacity (GB): 0		
Number of Internal Bays Populated with SSHD: 0		
Capacity of each SSHD(GB): NA		
Total SSHD Capacity in addition to 8 GB Flash (GB): 0		
Number of Internal Bays Populated with SSED: 0		
Capacity of each SSED (GB): 0		
Total SSED Capacity (GB): 0		
Optane Memory (GB): 0		
Cabinet		
Cabinet Form Factor: SFF (7 to 13 Litres)		
Optical Drive: DVD R/W		
Internal Speaker: Yes		
Audio-in: Yes		
Audio-out: Yes		
Headphone out: Yes		
Microphone-in: Yes		
Connectivity:		
Wireless Connectivity: Yes		

If Yes, Type of Wireless Connectivity: Wi-Fi 802.11 b/g/n		
Number of Ethernet Ports: 1		
Type of Ethernet Ports: 10/100/1000 on board integrated Gigabit Port		
Bluetooth Connectivity: No		
If Yes, Version of Bluetooth Available: 0		
Ports		
Number of USB Version 2 Point 0 Ports: 4		
Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports: 5		
Number of USB Version 3 point 1, Gen 2 Ports: 0		
Number of Serial Ports: 1		
Number of Parallel Ports: 1		
Number of VGA Ports: 1		
Number of HDMI Ports: 1		
Number of DP Ports: 1		
Monitor		
Model of the Monitor: Edupedia		
Monitor Technology: TN		
LED Backlit Monitor Size (INCHES): 23.8		
Monitor Resolution (PIXELS): 1920x1080		
TCO Certification for Monitor: NA		
Number of VGA Ports in the Monitor: 1		
Number of HDMI Ports in the Monitor: 1		
Number of Display Ports in the Monitor: 0		
Availability of Webcam integrated with Monitor: No		
If Yes, Resolution of Webcam: NA		
Availability of Speakers integrated with Monitor: No		
Power		
Power Supply Capacity (Watt): 250		
Minimum Power Efficiency Range (%): 85-89		
Certification		
ROHS Compliance: Yes		
BEE / Energy Star for the given Model: No		
Input Devices:		



	Mouse Connectivity: Wired		
	Type of Mouse: Optical Scroll		
	Keyboard Connectivity: Wired		
	Type of Keyboard: Standard with Rupee Symbol		
	Operating Conditions:		
	Minimum Operating Temperature: 10 degrees Celsius		
	Maximum Operating Temperature: 40 degrees Celsius		
	Minimum Operating Humidity (%RH): 10		
	Maximum Operating Humidity (%RH): 90		
	On-Site OEM Warranty (Year): 3		
	<b>Desk &amp; Chair</b>		
195	Supplying and installing of 3-seater desk & table all complete - White Laminated High gloss on Water proof & Pine Plyford, On SS 304 Steel hollow section of 2" X 2" frame all complete.	each	400
	<b>Notice Board</b>		
196	Providing & fixing of Notice board in place all complete of Size 8' X 4'	each	6
	<b>Waiting benches</b>		
	FRP strip cast iron bench with integrated seat and back	each	4
	Materials		
	Thickness of Cast Iron frame (Body): 29 mm		
	GI Pipe diameter for body (nominal bore): 25 mm (B class conforming to IS: 1239 latest) PU coated with the layer of thickness of 60 microns.		
	Seats material: Made up of fibre reinforced plastic which are processed by hand laid process		
	FRP strips thickness (for seat): 3 mm		
197	FRP strips thickness (for back): 3 mm		
	Generic:		
	Bench type: Integrated seat and back		
	Design: As per representative image - uploaded at QR/Spcn		
	Colour of Seat and back: As per Buyer's choice		
	Capacity: Three persons		
	Weight bearing capacity in KG: 170		
	Main Structures: Body (cast iron frame and GI pipe) and fibre reinforced plastic seats		

	Transportation / Freight charges: Offer prices are on free delivery at consignee side basis.		
	Mode of supply: Assembled ready to use		
	Approval of Advance sample: No advance sample		
	Dimension:		
	Total height +- 10 mm: 800 mm from ground level		
	Seat height +- 10 mm: 487 mm from ground level		
	Total area required +- 10 mm: 1830 mm x 915 mm		
	Finishing:		
	Colour of stand/legs: As per buyer's choice		
	Cast iron supports finish: Coated with a rust inhibiting paint		
	Seats finished with: G.P resins of 3 to 4 mm thickness, applied above the surface of gel coat, which is duly mixed with the U.V stabilized pigment to provide sufficient resistance to ultra violet light degradation.		
	Warranty:		
	Warranty periods: 1- year		
	Certification:		
	Test reports to be furnished to buyer on demand: Yes		
	OEM of offered product is ISO: 9001: 2015 certified: Yes		
	OEM of offered product is ISO: 14001: 2015 certified: Yes		
	OEM of offered product is ISO: 18001: 2007 certified: Yes		
	Body conforming to applicable API specification / monogram: No		
	<b>Teacher's Chair</b>		
198	Supplying of Revolving chair of Godrej make all complete.	each	25
	<b>Teacher's Table class room</b>		
199	Supplying and installing of table all complete - White Laminated High gloss on Water proof & Pine Plyford, On SS 304 Steel hollow section of 2" X 2" frame all complete. Size -4' X 3'	each	30
	<b>Teacher's Room Table</b>		
200	Supplying and installing of table all complete - White Laminated High gloss on Water proof & Pine Plyford, On SS 304 Steel hollow section of 2" X 2" frame all complete. Size -12' X 5'	each	2
	<b>Principal Room Table</b>		
201	Supplying & Installing of Godrej make Boss table of size 7' X 3' X 2'-6" and boss chair all complete	set	1
	<b>Dustbins</b>		

202	Providing & fixing of 80 litres HDPE Dustbin with lid all comple.	each	18
	<b>CCTV SYSTEM</b>		
203	PoE, 1080P@25/30fps, WDR, NIR, BLC, Dual ICR, 30m IR, IP66, ousing,6mm Lens	each	28
204	16ch 1080P/720P IP Camera Input, 16ch Realtime Display; 8ch 720P/4ch 1080P Sync Playback, Incoming: 128Mbps; Outgoing: 64Mbps HDMI, VGA Output, 4 SATA (Up to 16TB)	each	1
205	16 Port POE Switches 100/1000	each	1
206	Cat 6 Cable	Bun dle	4
207	RJ 45 Connector	Box	1
208	Surveillance Hard Disk 4TB	each	1
209	Supply, Instalaltion Testing and Commissiong of 55 " LED 16x7 with Full HD resolution. APPROVED MAKE: LG/SAMSUNG	each	1
210	Windows 10 Home Single Language 64 8 GB DDR4-3200 SDRAM (1 x 8 GB) 1 TB 7200 rpm SATA Intel® UHD Graphics 5.7 kg	each	6
211	5KVA ONLINE UPS WITH BATTERIES FOR 30 MIN BACK UP. APPROVED MAKE: APC / CONSUL NEOWATT	each	2
212	Installation By Expert	LS	

## TNB Collegiate School

SL. No.	Description of Item	Unit	Qty.
	<b>CIVIL WORKS</b>		
1	Demolishing brickwork including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.		
	In lime -mortar	Cum	1929
2	Demolishing lime concrete and disposal of material within 50 metre lead.	Cum	84
3	Dismantling steelwork in single sections including dismembering and stacking within 50 metres lead.	kg	3040
4	Dismantling doors windows and clerestory windows (steel or wood) shutters including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead:	Each	147
5	Dismantling old plaster or skirting raking out joints, cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	Sqm	928
6	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.m or under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of the Engineer-in-charge.		
	With cement mortar 1:4 (1 cement: 4 coarse sand)	Sqm	928
7	Renewing glass panes with wooden fillets wherever necessary	Sqm	23
8	Providing and fixing wire gauge laminated veneer lumber shutter conforming to IS: 14616 and as per TADS 15: 2001 (Part - B) using galvanised wire gauge with average width of aperture 1.4 mm in both directions with wire of dia. 0.63 mm as per IS: 1568 for doors, windows, clerestory windows fixing with butt hinges of required size with necessary screws as per directions of Engineer-in-charge (Note: Butt hinges and necessary screws shall be paid separately)	Sqm	33
9	Demolishing RCC work including stacking of steel bars and disposal of unserviceable material within 50 metre lead	Cum	80
10	Extra for cutting reinforcement bars in RCC or RB work (Payment shall be made on the cross-sectional area of RCC or RB work)	Per RCC	12
11	Extra for scrapping, cleaning and straightening reinforcement from RCC or RB work	kg	4710
12	<b>Design Mix Concrete</b>		

	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately).		
	All work above plinth level upto floor V level	Cum	86
13	<b>Centering and Shuttering</b>		
	Centering and shuttering including strutting, propping etc. and removal of form for.		
	Foundations, footings, bases of columns etc. for mass concrete.	Sqm	139
	Columns, pillars, piers, Abutments, Posts, Struts	Sqm	487
	Suspended floors, roofs, landings, balconies and access platform	Sqm	991
	Shelves (Cast-in-situ)	Sqm	3
	Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	656
	Chajjas and Architectural projections	Sqm	7
14	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.		
	Mild Steel - 6mm dia	kg	180
	Thermo-Mechanically Treated bars TMTC-500 - 8 mm dia.	kg	17596.50
	Thermo-Mechanically Treated bars TMTC-500 - 10 mm dia.	kg	4060
	Thermo-Mechanically Treated bars TMTC-500 - 12 mm dia.	kg	9691.00
	Thermo-Mechanically Treated bars TMTC-500 - 16 mm dia.	kg	2702.50
	Thermo-Mechanically Treated bars TMTC-500 - 20 mm dia.	kg	180
	Thermo-Mechanically Treated bars TMTC-500 - 25 mm dia.	kg	180
15	Providing and laying in-situ seven course water proofing treatment with APP (Atactic Polypropylene) modified polymeric membrane over roof consisting of 1st coat of bitumen primer @ 0.40 kg per sq.m, 2nd, 4th and 6th courses of bonding material @ 1.20 kg/sq.m, which shall consist of blown type bitumen of grade 85/25 conforming to IS: 702, 3rd & 5th layers of roofing membrane APP modified Polymeric membrane, 2.00 mm thick of 3.00 kg/sq.m weight consisting of five layers pre-fabricated with centre core as 100 micron HMHDPE film sandwiched on both sides with polymeric mix and the polymeric mix is protected on both sides with 20 micron HMHDPE film, 7th the topmost layer shall be finished with brick tiles of class designation 100 grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% integral water	Sqm	357

	proofing compound by weight of cement over a 12 mm layer of cement mortar 1:3 (1 cement : 3 fine sand) and finished neat which shall be paid for separately.		
16	Colour washing such as green, blue or buff to give an even shade:		
	New work (two or more coats) with a base coat of whiting	Sqm	437
17	Applying priming coat		
	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron / steel works	Sqm	4
	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel work (second coat).	Sqm	4
18	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade		
	Old steel work (one or more coats)	Sqm	8
19	Removing white or colour wash by scrapping and sand paper in and preparing the surface smooth including necessary repair scratches etc complete.	Sqm	480
20	Applying one coat of cement primer of approved brand and manufacture on wall surface	Sqm	5903
21	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade.		
	Old work (one or more coats)	Sqm	480
	New Work (three or more coats)	Sqm	190
22	Earth work in excavation in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m. including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.		
	All kinds of soil.	Cum	394.0 0
23	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and watering lead	Cum	230
24	Supplying and Filling in plinth with local sand and under floors including, watering, ramming consolidating and dressing complete.	Cum	218
25	Diluting and injecting chemical emulsion for POST CONSTRUCTIONAL anti-termites' treatment (including the cost of chemical emulsion)		
	Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling and plugging 12 mm diameter holes with cement mortar 1:2 (1 cement: 2 coarse sand) to match the existing floor.		
	With Chlorpyrifos EC 20% with 1% concentration	Sqm	121
26	Diluting and injecting chemical emulsion for POST CONSTRUCTIONAL anti-termites' treatment (including the cost of chemical emulsion)		

	Along external wall where the apron is not provided using chemical imulsion @ 7.5 liters / sqm of the vertical surface of the substructure to a depth of 300 mm including excavation channel along the wall & rodding etc. complete:		
	With chlorpyriphos/Lindone E.C. 20% with 1% concentration	Metr e	127
	External wall length		
27	Providing and laying in position cement concrete of specified grade exluding the cost of centring and shuttering - all work upto plinth level.		
	1:3:6 (1 cement: 3 coarse sands: 6 graded stone aggregate 20 mm nominal size)	Cum	70
28	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:		
	1:1:2 (1 cement: 1 coarse sand: 2 graded stone aggregate 20 mm nominal size)	Cum	2
29	Extra for providing and mixing water proofing material in cement concrete work in the proportion recommended by the manufactures.	Per 50 kg Cem ent	70
30	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement: 2 coarse sand(zone-III): 4 graded stone aggregate 20mm nominal size).	Sqm	159
31	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 bcement: 3 coarse sand (zone - III) : 6 graded stone aggregate 20 mm nominal size) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	Sqm	79
32	Providing and Laying in position machine batched, machine mixed and machine vibrated design mix cement concrete of specified grade for reinforced cement concrete structural elements, excluding the cost of centring, shuttering finishing and reinforcement, M-20 grade reinforced cement concrete.		
	All works upto plinth level	Cum	69
	Walls, Columns, pillars, posts and struts	Cum	19
	Beams, girders, cantilevers, suspended floors, lintels, roofs and staircases including spiral staircase ans shelves etc.	Cum	98
33	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately).		

	All works upto plinth level	Cum	4
34	Brick work with bricks of class designation 100A in foundations and plinth in :		
	cement mortar 1 : 6 (1 cement : 6 coarse sand)	Cum	12
35	Brick work with bricks of class designation 100A in foundations and plinth in		
	cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	50
36	Brick work in superstructure above plinth level upto floor V in cement mortar 1 : 4 (1 cement : 4 coarse sand)	Cum	182
37	Half brick masonry with bricks of class designation 100A in foundations and plinth in :		
	Cement mortar 1:3 (1 cement: 3 coarse sand )	Sqm	9
38	Brick work 7cm thick with brick of class designation 100A cement mortar 1:3 (1 cement : 3 coarse sand) in superstructure.	Sqm	133
39	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (holdfast lugs or dash fastener shall be paid for separately).		
	Sal wood	Cum	0.33
	Kiln seasoned and chemically treated hollock wood	Cum	0.25
40	Providing and fixing ISI marked flush door shutters conforming to IS :2202 (Part I) non-decorative type, core of block board construction with frame of 1 st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:		
	35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	Sqm	30
41	Providing 40X5mm flat iron hold fast 40cm long including fixing to frame with 10 mm dia. Bolts, nuts and wooden plugs and embedding in cement concrete block 30x10x15 cm 1:3:6 mix (1 cement: 3 coarse sand : 6 graded stone aggregate 20mm nominal size)	Eac h	66
42	Providing & fixing bright finished brass butt hinges with necessary screws complete.		
	125 x 85 x 5.5 mm (heavy type)	Eac h	41
43	Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete:		
	250x10 mm	Eac h	12
	150x10 mm	Eac h	3
	100x10 mm	Eac h	3



44	Providing and fixing bright finished brass door latch with necessary screws etc. complete 300 x 16 x 5 mm	Eac h	11
45	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete		
	300x16 mm	Eac h	11
46	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete. Providing and fixing 50 mm bright finished brass cup board or wardrobe knob of approved quality with Providing and fixing bright finished	Eac h	8
47	Area of window above 1.75 sqm) Providing and fixing factory made uPVC white colour sliding glazed window upto 1.50 m in height dimension comprising of uPVC multichambered frame with in-built roller track and sash extruded profiles duly reinforced with 1.60 ± 0.2 mm thick galvanized mild steel section made from roll forming process of required length (shape & size according to uPVC profile), appropriate dimension of uPVC extruded glazing beads and uPVC extruded interlocks, EPDM gasket, wool pile, zinc alloy (white powder coated) touch locks with hook, zinc alloy body with single nylon rollers (weight bearing capacity to be 40 kg), G.I fasteners 100 x 8 mm size for fixing frame to finished wall and necessary stainless steel screws etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, including drilling of holes for fixing hardware's and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of required size and of approved quality, all complete as per approved drawing & direction of Engineer-in-Charge. (Single / double glass panes, wire mesh and silicon sealant shall be paid separately) Note: For uPVC frame and sash extruded profiles minus 5% tolerance in dimension i.e. in depth & width of		
	Three track three panels sliding window with fly proof SS wire mesh (Two nos. glazed & one no. wire mesh panels) made of (small series) frame 92 x 44 mm & sash 32 x 60 mm both having wall thickness of 1.9 ± 0.2 mm and single glazing bead of appropriate dimension (Area of window upto 1.75 sqm).	Sqm	54
48	Providing and fixing glazing in aluminium door, windows, ventilators, shutters and partitions etc, with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer-in-charge (cost of aluminium snap beading shall be paid in basic item)		
	With float glass panes of 4.0 mm thickness.	Sqm	48

49	30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow section of size 60x30 mm and wall thickness 2 mm ( $\pm 0.2$ mm), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm ( $\pm 0.1$ mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm ( $\pm 0.2$ mm) wall thickness fixed to the shutter styles by means of plastic/ galvanised M.S. 'U' cleats. The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm ( $\pm 0.1$ mm) wall thickness . The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.	Sqm	10
50	Providing and fixing factory made P.V.C. door frame of size 50x47 mm with a wall thickness of 5 mm,made out of extruded 5 mm rigid PVC foam sheet, mitred at corners and joined with 2 Nos. of 150 mm long brackets of 15x15 mm M.S. square tube, the vertical door frame profiles to be reinforced with 19x19 mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100 mm size, complete as per manufacturer's specification and direction of Engineer-in- Charge.	Metre	30
51	Providing and Fixing Stainless Steel (Grade 304) railing made of Hollow tubes,channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, ( for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts,fasteners etc.).	kg	66
52	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.		
	Fixed to steel windows by welding	kg	160
53	Steel work welded in built-up sections, framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel as required.		
	In gratings, frames, guard bar, ladders, railings, brackets, gates and similar works.	kg	315
54	Structural Steelwork riveted or bolted in built-up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	2402
55	Cement concrete flooring 1 : 2 : 4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry etc but excluding the cost of nosing of steps etc complete.		
	40 mm thick with 20 mm nominal size aggregate	Sqm	85

56	Providing and laying Ceramic glazed floor tiles 400x400 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS: 13755 of NITCO, ORIENT, SOMANY, KAJARIA or equivalent make in colours except white, Ivory, Grey, Fume, Red, Brown, laid on 20 mm thick cement motar 1 : 4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigments etc, complete	Sqm	333
57	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (Thickness to be specified by the manufacture) of approved make in all colours, shades except burgundy , bottle green , black of any size as approved by Engineer-in-charge in skirting , risers of steps and dados over 12 mm thick bed of cement Motar 1:3(1 cement: 3 coarse sand ) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	Sqm	239
58	40 mm thick fine dressed stone flooring over 20 mm (average) thick base with joint finished flush:base 1:5 (1 cement : 5 coarse sand)		
	White sand stone	Sqm	32
59	Extra for pre finished nosing in treads of steps of Kota stone / sand stone	Rmt	9
60	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations, of required size,approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups,including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.		
	Granite of any colour and shade, Area of slab over 0.50 Sqm	Sqm	5
61	Providing edge moulding to 18 mm thick marble stone counters, vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in- Charge., Granite Work	Metre	11
62	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), including grouting the joint with white cement & matching pigments etc. complete.		
	Size of Tile 600 x 600 mm.	Sqm	6
63	Providing corrugated G.S sheet roofing fixed with G.I.J or hooks, bolts or nuts 8 mm in diameter, with bitumen and GI limpet washers or with GI limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete. (Upto a pitch of 60°) excluding the cost of purlins, rafters and trusses.		
	1.00 mm thick with zinc coating not less than 275 gm/sqm	Sqm	93
64	Providing ridges or hips of width 60 cm overall width plain G.S sheet fixed with G.I.J or L hooks, bolts and nuts 8 mm dia, G.I limpet and bitumen washers complete.		
	0.80 mm thick with zinc coating not less than 275 gm/sq.m. Consider the length of the ridge 10.35 meters. The ridge will be made out of plain G.I sheets 0.9 m x 1.8 m.	Metre	16

65	12 mm cement plaster of mix		
	1:6 (1 cement : 6 coarse sand)	Sqm	104
66	12 mm cement plaster of mix		
	1:3 (1 cement : 3 coarse sand)		
	Internal wall	Sqm	830
67	15 mm cement plaster for mix		
	1:4 (1 cement : 4 coarse sand )		
	External surface	Sqm	568
68	15 mm cement plaster for mix		
	1:3 (1 cement : 3 coarse sand)		
	External surface	Sqm	35
69	20 mm external plaster work (coarse sand)		
	Plaster work with 1: 4 (1 cement : 4 coarse sand)	Sqm	26
70	6 mm cement plaster of mix :		
	1:3 (1 cement : 3 fine sand)	Sqm	379
71	Neat cement punning	Sqm	104
72	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	5233
73	Providing and applying white cement based putty of average thickness 2 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	55
	<b>Internal Painting work</b>		
74	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade:		
	Two or more coats on new work	Sqm	1069
75	Distempering with 1st quality acrylic distemper, having VOC (Volatile Organic Compound ) content less than 50 grams/ litre, of approved brand and manufacture,including applying additional coats wherever required, to achieve even shade and colour.		
	Two coats	Sqm	55
	<b>External Painting work</b>		
76	Finishing walls with Acrylic Smooth exterior paint of required shade :		
	New work (Two or more coat applied @ 1.67 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	Sqm	440
77	Applying priming coat:		

	With ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and soft wood)	Sqm	28
78	Painting with ready mixed paint of approved brand and manufacture in all shades to give an even shade:		
	New wood work (two or more coats)	Sqm	28
79	Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @ 0.90 ltr/ 10 sqm over an under coat of primer applied @ 0.75 ltr/ 10 sqm of approved brand and manufacture.	Sqm	4
80	Providing and fixing panelling or panelling and glazing in panelled or panelled and glazed shutters for doors, windows and clerestory windows (Area of opening of panel inserts excluding portion inside grooves or rebates to be measured). Panelling for panelled or panelled and glazed shutters 25 to 40 mm thick		
	Kiln seasoned and chemically treated hollock wood for 40, 35, 30, 25 mm thick shutters	Sqm	78
81	Providing and fixing 16 mm MS Fan clamps of standard shape and size in existing RCC slab including cutting chase, anchoring clamp to reinforcement bar, including cleaning, refilling, making good the chase with matching concrete, plastering and painting the exposed portion of the clamps complete.	Eac h	46
82	Providing & laying ceramic glazed floor tiles 300 x 300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS: 15622 of approved make in colours such as White, Ivory, Grey, Fume Red, Brown laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including pointing the joints with white cement and matching pigment etc complete.	Sqm	819
83	Painting on G.S sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:		
	New work (two or more coats) including a coat of approved steel primer but excluding a coat of mordant solution.	Sqm	93
84	<b>Internal Painting work</b>		
	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade:		
	Two or more coats on new work	Sqm	2538
85	<b>External Painting work</b>		
	Finishing walls with Acrylic Smooth exterior paint of required shade :		
	New work (Two or more coat applied @ 1.67 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	Sqm	1241

86	Providing and laying in-situ seven course water proofing treatment with APP (Atactic Polypropylene) modified polymeric membrane over roof consisting of 1st coat of bitumen primer @ 0.40 kg per sq.m, 2nd, 4th and 6th courses of bonding material @ 1.20 kg/sq.m, which shall consist of blown type bitumen of grade 85/25 conforming to IS: 702, 3rd & 5th layers of roofing membrane APP modified Polymeric membrane, 2.00 mm thick of 3.00 kg/sq.m weight consisting of five layers pre-fabricated with centre core as 100 micron HMHDPE film sandwiched on both sides with polymeric mix and the polymeric mix is protected on both sides with 20 micron HMHDPE film, 7th the topmost layer shall be finished with brick tiles of class designation 100 grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% integral water proofing compound by weight of cement over a 12 mm layer of cement mortar 1:3 (1 cement : 3 fine sand) and finished neat which shall be paid for separately.	Sqm	69
87	Making bell mouth opening / entrance of size 100 x 50 x 50 cm for drainage pipe under footpath, including providing cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) for shape of bell mouth, including plastering providing and fixing precast R.C.C./ S.F.R.C. slab including plastering with cement mortar 1:3 (1 cement : 3 fine sand) of 6 mm thickness on exposed surface of the slab & bell mouth including centering, shuttering & neat cement punning inside the bell mouth etc. all complete.	each	1
88	Supplying and fixing C.I. cover without frame for manholes :		
	500mm diameter C.I cover (medium duty) the weight of the cover to be not less than 58 kg	each	1
89	Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge		
	100 mm nominal size dia	M	30
90	Supplying, filling, spreading & leveling stone boulders of size range 5 cm to 20 cm, in recharge pit, in the required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	cum	8
91	Supplying, filling, spreading & leveling gravels of size range 5 mm to 10 mm, in the recharge pit, over the existing layer of boulders, in required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	cum	8
92	Supplying, filling, spreading & leveling coarse sand of size range 1.5 mm to 2 mm in recharge pit, in required thickness over gravel layer for all leads & lifts, all complete as per direction of Engineer -in- charge.	cum	8
93	MS gate	Sqm	4

94	Providing and fixing structural steel frame (for dry cladding with 30 mm thick gang saw cut with machine cut edges sand stone) on walls at all heights using M.S. square / rectangular tube in the required pattern as per architectural drawing, including cost of cutting, bending, welding etc. The frame work shall be fixed to the wall with the help of MS brackets / lugs of angle iron / flats etc. which shall be welded to the frame and embedded in brick wall with cement concrete block 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) of size 300x230x300 mm, including cost of necessary centring and shuttering and with approved expansion hold fasteners on CC/RCC surface, including drilling necessary holes. Approved cramps / pins etc. shall be welded to the frame work to support stone cladding, the steel work will be given a priming coat of Zinc primer as approved by Engineer-in-Charge and painted with two or more coats of epoxy paint (Shop drawings shall be submitted by the contractor to the Engineer-in-Charge for approval before execution). The frame work shall be fixed in true horizontal & vertical lines/planes. (Only structural steel frame work shall be measured for the purpose of payment, stainless steel cramps shall be paid for separately and nothing extra shall be paid.)		
	In Entrance MS Gate	kg	160
95	Providing and fixing M.S.fan clamp type I or II of 16 mm dia.M.S. bar bent to shape with hooked ends in R.C.C slabs during laying including painting the exposed portion of loop,all as per standard design complete.	each	1
96	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/ 10 sqm over an under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand and manufacture.		
	In entrance MS gate Type-1	Sqm	36
<b>SANITARY &amp; PLUMBING WORKS</b>			
<b>Sanitary Works</b>			
97	Providing and fixing wash basins with C.P. brass pillar tap, 32mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls and floors where required.		
	White Vitreous china Wash basin of size 630 x 450mm with single 15mm C.P brass pillar tap.	each	8
98	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	each	8
99	Providing and fixing PTMT soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangements, weighing not less than 106 gms.	each	8
100	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931 a) 15 mm nominal bore	each	16
101	Providing and fixing water closet squatting pan (Indian type W.C.pan) with 100 mm sand cast Iron P or S trap, 10 litre low fixtures complete, including cutting and making good the walls and level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and floors wherever required : White Vitreous china	each	3

	Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests		
102	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I.brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid	each	1
103	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : One urinal basin with 5 litre white P.V.C. automatic flushing cistern	each	5
	<b>Plumbing Works</b>		
104	Providing & fixing Chlorinated polyvinyl Chloride (CPVC) Pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in charge.		
	Concealed work, including cutting chases and making good the walls		
	15 mm nominal outer dia pipes	metre	50
	20 mm nominal outer dia pipes	metre	30
105	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.		
	External Works		
	25 mm dia. nominal bore	metre	20
106	Providing and fixing ball (brass) valve of approved quality. High or low pressure, with plastic floats complete:		
	15 mm nominal bore.	each	40
	20 mm nominal bore.	each	40
	25 mm nominal bore	each	4



107	Providing and fixing required Stainless Steel Fitting of press fit design of grade AISI 304 conforming to JWWA G116 standard with V-profile or M-profile and with O-ring sealing gasket of EPDM material of providing and fixing required Stainless Steel Fitting of press fit design of grade AISI 304 conforming to JWWA G116 standard with V-profile or M-profile and with O-ring sealing gasket of EPDM material of required dia as per direction of Engineer-in-charge.		
	Reducer		
	For 42.70 mm x 34.00 mm outer dia pipe	each	6
	For 34.00 mm x 22.22 mm outer dia pipe	each	6
	For 22.22 mm x 15.88 mm outer dia pipe	each	6
108	Providing and fixing required Stainless Steel Fitting of press fit design of grade AISI 304 conforming to JWWA G116 standard with V-profile or M-profile and with O-ring sealing gasket of EPDM material of required dia as per direction of Engineer-in-charge.		
	For 15.88 mm outer dia x 15 mm nominal dia threaded	each	6
	For 22.22 mm outer dia x 15 mm nominal dia threaded	each	6
109	Providing and fixing uplasticised PVC connection pipe with brass unions :		
	30 cm length		
	15 mm nominal bore	each	12
110	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.		
	Flexible pipe 40 mm dia	each	8
111	Painting of GI pipes and fittings with synthetic enamel white paint with two coats over a ready mixed priming coat, both of approved quality for new work.		
	25 mm diameter pipe	metre	20
112	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fitting and base support for tank.	per litre	2000
113	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931	each	20
	a) 15 mm nominal bore		
114	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms		

	15 mm nominal bore.	each	9
115	Providing and fixing PTMT Grating of approved quality and colour		
	Circular Type		
	125 mm nominal dia with 25 mm waste hole	each	24
	<b>DRAINAGE WORKS</b>		
116	Providing, laying and jointing glazed stone ware pipes grade 'A' with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc complete.		
	200 mm diameter	metre	30
117	Providing and laying cement concrete 1 : 5 : 10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) upto haunches of S.W. Pipes including bed concrete as per standard design.		
	200 mm diameter S.W. pipe	metre	30
118	Providing and fixing square mouth S. W. Gully trap grade 'A' complete with C.I. grating brick masonry chamber with F.P.S bricks and water tight CI cover with frame of 300 x 300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design		
	150 x 100 mm. size P type		
	With common burnt clay F.P.S. (non modular) bricks of class	each	28
119	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete.		
	250 mm diameter R.C.C pipes	metre	10
	<b>RAIN WATER PIPES &amp; FITTINGS</b>		
120	Making khurra 45x45cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20mm nominal size) over PVC sheet 1mx1mx400 micron, finished with 12mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement rounding the edges and making and finishing the outlet complete :	Each	6
121	Providing and fixing on wall face unplasticised-PVC (working pressure 4 kgf per sqm) rain water pipes conforming to IS :4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion.		
	110 mm diameter	Metre	30

122	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10mm gap for thermal expansion.		
	Coupler		
	110mm	Eac h	6
	Single T with door		
	110x110x110 mm	Eac h	6
	Bend 87.5°		
123	110 mm bend	Eac h	6
	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.		
124	110mm	Eac h	18
124	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	Eac h	6
	<b>FIRE FIGHTING WORKS</b>		
	<b>Fire Extinguishers</b>		
125	Providing, storing, handling, shifting, installation, testing and commissioning of portable fire Extinguishers as described below:		
	ISI marked (IS:15683) 4.5 kg carbon dioxide extinguisher, IS marked, with high pressure discharge tube, horn, control valve, CCE approved cylinder	Eac h	5
	ISI marked (IS:15683) 6 kg Mono Ammonium Phosphate (ABC) type cartridge operated extinguishers	Eac h	5
	<b>ELECTRICAL WORKS</b>		
	<b>WIRING</b>		
126	Wiring for light point / fan point / exhaust fan point / call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit with modular switch, modular plate, suitable size G.I. box etc as required.		
	Group C		
	Fan point, LED light in holder on wall light point, tubelight, Exhaust fan point and call bell point	poin t	219

127	Wiring for twin control light point with 1.5 sq. mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, 2 way modular switch, modular plate, suitable GI box etc as required.	point	6
128	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required.		
	2 x 2.5 sq.mm + 1 x 2.5 sq.mm earth wire	metre	470
	2 x 4 sq.mm + 1 x 4 sq.mm earth wire	metre	260
	2 x 6 sq.mm + 1 x 6 sq.mm earth wire	metre	120
	2 x 10 sq.mm + 1 x 10 sq.mm earth wire	metre	50
129	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required.		
	5 Amps switch socket and switch board	each	25
130	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection, painting etc. as required.	each	25
131	Supplying and fixing 20 amps, 240 volts, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 amps "C" curve, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket outlet and complete with connections, testing and commissioning etc. as required.	each	20
132	Supplying and fixing following modular switch / socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required		
	Telephone socket outlet	each	4
	TV antenna outlet	each	3
	Bell push	each	2
133	Supplying and fixing following size / modules, GI box along with modular base & cover plate for modular switches in recess etc as required.		
	1 or 2 Module (75mm x 75mm)	each	10
	4 Module (125mm x 75mm)	each	6

	6 Module (200mm x 75mm)	each	10
	8 Module (125mm x 125mm)	each	10
	12 Module (200mm x 150mm)	each	25
134	Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required.		
	1 or 2 Module	each	10
	4 Module	each	6
	6 Module	each	10
	8 Module	each	10
	12 Module	each	25
135	Supplying and fixing modular blanking plate on the existing modular plate & switch box but excluding modular plate as required.	each	15
136	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed PVC conduit as required.	metre	35
137	Supplying and fixing stepped type electronic fan regulator on the existing modular plate / switch box including connections but excluding modular plate etc. as required.	each	75
138	Supplying and fixing brass batten / angle holder including connection etc. as required.	each	100
139	Supplying and fixing call bell / buzzer suitable for single phase, 230 volts, complete as required	each	4
140	Installation, testing and commissioning of ceiling fan, including wiring the down rods of standard length (upto 30 cm) with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable, including providing and fixing phenolic laminated sheet cover on the fan box etc. as required.	each	75
141	Installation of exhaust fan in the existing opening, including making good the damage, connection, testing, commissioning etc. as required.		
	Upto 450 mm sweep	each	10
142	Extra for fixing the louvers shutters complete with frame for a exhaust fan of all sizes	each	10

143	Supplying and fixing of following ways surface / recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer ) as required . (Note : Vertical type MCB TPDB is normally used where 3 phase outlets are required.)		
	8 way (8 + 24 ), Double door, Vertical type	each	2
	12 way (4 + 36), Double door	each	2
144	Supplying and fixing following rating, four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	40 amps	each	8
	63 amps	each	8
145	Supplying and fixing following way single pole & neutral, sheet steel, MCB distribution board, 240 volts, on surface/ recess, complete with tinned copper bus bar, neutral bus-bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB / RCCB / Isolator)		
	2 + 6 way, single door	each	4
	2 + 10 way, single door	each	4
	2 + 12 way, single door	each	4
146	Supplying and fixing following rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	6/32 amps, Single pole		
	Total no of rooms, toilet & lobby area and Power points	each	55
147	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required	each	60
	<b>Earthing</b>		
148	Earthing with G.I. earth pipe 4.5 M long 40 mm dia including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal / coke and salt as required.	set	10
149	Providing and fixing 25 mm x 5 mm G.I. strip on surface or in recess for connections etc. as required.	metre	100
	<b>Street Light Poles &amp; Cables</b>		

150	8 Metre height Octagonal Hot-Dip galvanized street light poles with top dia. (A/F) 70 mm & bottom dia (A/F) 130 mm and made of 3 mm thick sheet, base plate dimension 220 X 220 X 12 mm including suitable size foundation bolts etc.	each	30
151	3.5 core, 25 sq. mm XLPE/PVC insulated PVC sheathed (Heavy duty) armoured electric cable with aluminium conductor	metre	150
152	3.5 core, 50 sq.mm, XLPE/PVC insulated PVC sheathed (Heavy duty), armoured L.T. electric cable with aluminium conductor.	metre	80
153	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 11 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required.		
	Upto 120 sq. mm	metre	170
154	Fixing for laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.		
	Upto 35 sq. mm (Clamped with 1 mm thick saddle)	each	170
	<b>Lightning Conductor</b>		
155	Providing and fixing lightning conductor finial, made of 25 mm dia 300 mm long, G.I. tube, having single prong at top, with 85 mm dia 6 mm thick G.I. base plate including holes etc. complete as required.	each	2
156	Fixing of lightning conductor finial (single prong) with base plate including holes etc. complete as required.	each	2
157	Jointing copper / G.I. tape (with another copper / G I tape, base of the finial or any other metallic object) by riveting / nut bolting / sweating and soldering etc as required.	each	20
158	Providing and fixing G.I. tape 20 mm x 3 mm thick on parapet or surface of wall for lightning conductor complete as required. (For horizontal run)	metre	170
159	Providing and fixing G.I. tape 20 mm x 3 mm thick on parapet or surface of wall for lightning conductor complete as required. (For vertical run)	metre	20
	<b>Fittings and accessories</b>		
160	LED Tube light 18 watt T8	each	75
161	LED Lamp 15 W	each	100
162	Regular / Standard make 1400 mm sweep ceiling fan	each	75
163	Supply of 40/45 watt LED street light with die cast aluminium housing for ingress protection of IP 65 and complete with all accessories.	each	30
164	Supply of 90 watt LED street light with die cast aluminium housing for ingress protection of IP 65 and complete with all accessories.	each	10

165	12"(300mm) metal exhaust fan of approved make	each	10
166	10/12 watt LED lamp	each	5
	<b>Fittings and accessories of Gate</b>		
167	Recess mounting LED round down light (12W) with all accessories and replaceable electronic driver	Each	8
168	Regular make 1200mm Sweep ceiling fan	Each	1
169	LED lamp 10/12 W	Each	8
170	12"(300mm) metal exhaust fan of approved make	Each	1
171	Recess mounting Ceiling light LED 12 watt bulb rose(GI Metal Box), 200 mm x 250 mm x 60 mm deep	Each	5
	<b>LANDSCAPING</b>		
	<b>Preparation of soil for planting</b>		
172	Trenching in ordinary soil up to a depth of 60 cm including removal and stacking of serviceable materials and then disposing of surplus soil, by spreading and neatly leveling within a lead of 50 m and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or / and manure before and after flooding trench with water (excluding cost of imported earth, sludge or manure).	cum	110
173	Supplying and stacking of good earth at site including royalty and carriage upto 5 km complete (earth measured in stacks will be reduced by 20% for payment).	cum	98
174	Supplying and stacking sludge at site including royalty and carriage upto 5 km complete (sludge measured in stacks will be reduced by 8% for payment).	cum	12
175	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km complete (manure measured in stacks will be reduced by 8% for payment) :		
	Screened through sieve of I.S. designation 4.75 mm	cum	70
176	Uprooting weeds from the trenched area after 10 to 15 days of its flooding with water including disposal of uprooted vegetation.	sqm	280
177	Spreading of sludge, dump manure and/or good earth in required thickness as per direction of officer-in-charge (cost of sludge, dump manure and/or good earth to be paid for separately).	cum	110
178	Mixing earth and sludge or manure in the required proportion specified or directed.	cum	12



179	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8 : 1 (8 parts of stacked volume of earth after reduction by 20% : 1 part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, levelling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid for separately)	cum	75
	<b>Tree plants</b>		
180	Providing and stacking of Fishtail palm of ht. 270-300 cm bottom girth 40-50 cm well developed in big size HDPE bags as per direction of the officer-in-charge.	eac h	24
181	Supply and stacking of Delonix regia (Gulmohar) plant of height 150-165 cm. in big poly bags of size 25 cm as per direction of the officer-in-charge	eac h	6
	<b>Providing grass</b>		
182	Providing and laying Neelgiri / Mexican grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and then rolling the surface with light roller make the surface smoothen and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of officer-in-charge.	sqm	300.0 00
183	Providing and displaying of Brassia Variegated having ht. 30 cm, well developed with fresh and healthy foliage in 20 cm size of Earthen pot / Plastic pot & as per direction of the officer-in-charge.	eac h	25
184	Providing and displaying of Croton Petra Bangalore variety having ht. 60 cm to 75 cm with 4 to 6 branches, well developed, fresh and healthy colorful leaves in 25 cm size of Earthen pot / Plastic pot & as per direction of the officer-in-charge.	eac h	25
185	Providing and Displaying Bougainvillea named variety, Sobhra, Thima, Marry palmar, Cherry Blossom etc. well developed with fresh & healthy bushy in full bloom 75 to 90 cm ht. in 40 cm Cement Pot as per direction of the officer-in-charge.	eac h	15
	<b>Garden maintenance for 1 years</b>		
186	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliages, creepers etc. including hoeing, weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and bush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by the office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mower and bush cutter with fuel, other T & P materials / articles shall be provided by the contractor.)	per sqm per year	450.0 0
	<b>Concrete paver blocks</b>		

187	Providing and laying factory made chamfered edge cement concrete paver blocks in foot path, park and lawns drive way or light & traffic parking etc. of required strength, thickness & size/shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of coarse sand, compacting and proper embedding/laying of inter locking paver blocks in to the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand cutting of paver balocks as per size required size and pattern, finishing and sweeping extra sand,all complete as per manufacturer's specifications & directioin of E/I.		
	60 mm thick C.C paver block of M-35 grade with approved colour, design and pattern.		
	In path way internal area and Parking area	sqm	770.0 0
	<b>Kerb stones</b>		
188	Edging with bricks laid dry length wise including excavation, refilling, consolidating with hand packing and spreading neatly surplus earth within a lead of 50 m:		
	100A class designation - F.P.S.Bricks		
	In planter bed kerb stone	m	781.0 0
	<b>FURNITURE</b>		
189	<b>Green Chalk Board</b>		
	Providing & fixing of green chalk board in place all complete of size 2400 mm x 1200 mm with following parameters:	each	20
	Dimensions of Board in mm: x mm (width x height): 1200 x 3000		
	Wall thickness of Anodized aluminium frame (Min.) in mm: 1.2 mm		
	Colour of Board: Green		
	Frame width in mm: 20 mm		
	Purpose of writing board: Writing		
	Material of Board: Ceramic Steel		
	Material of Frame: Anodized extruded aluminium alloy hollow section of designation 63400 conforming to IS: 1285		
	Material of Back Cover: Galvanized Steel Sheets conforming to IS: 277		
	Thickness and Material of back support (conforming to IS: 12406): 9 mm		
	Top surface coating thickness of sheet in mm: 0.095 mm		
	% Gloss at 60 degree head (min.): 2% green, blue-black colours		
	Surface suitable for writing with: chalk for colour and black board		
	Back surface coating thickness of sheet (min.): 0.03 mm		

	Thickness and material of top steel sheet having vitreous enamelled coating on both sides: 0.3 mm		
	Excellent Erasability without leaving impression: Yes		
	Warranty in years: 1		
190	<b>Systems</b>		
	Desktop Computers	each	30
	Processor:		
	Processor Make: Intel		
	Processor Generation: 10		
	Number of Cores per Processor: 6		
	Processor base frequency (GHz): 2.9		
	Processor Description: Intel Core i5		
	Processor Number: Intel Core i5 10400		
	Chipset series: Intel H Series		
	Chipset Number: Intel H 410		
	Operating System: Windows 10		
	Cache (MB): 12		
	Motherboard:		
	Chipset Series: Intel H Series		
	Expansion Slots (PCIe x 1) (Number): 1		
	Chipset Number: Intel H 410		
	Expansion Slots (Pcie x 4) (Number): 0		
	Expansion Slots (PCIe x 16) (Number): 1		
	Expansion Slots (PCI) (Number): 0		
	Expansion slots (M dot 2): 0		
	Graphics		
	Graphics Type: Integrated		
	Graphic card description: na		
	Size of Memory in case of Dedicated Graphic Card (GB): 0		
	Size of VRAM in case of integrated Graphics(MB):0		
	Operating System		
	Operating System (Factory Pre-Loaded): Windows 10 Professional		

OS Certification: Windows		
Memory:		
Type of RAM: DDR4		
RAM Size (GB): 8		
RAM Speed (MHz): 2666		
Total Number of DIMM Slots Available: 4		
Number of DIMM Slots populated: 1		
RAM Expandability upto (using spare DIMM Slots in GB): 128		
Storage:		
Total Number of Internal Bays available: 2		
Number of 2 point 5 inches internal Bays: 0		
Number of 3 point 5 inches internal Bays: 1		
Number of 2 point 5 inches internal Bays Populated: 1		
Number of 3 point 5 inches internal Bays (Populated): 1		
Type of Drives used to populate the internal Bays: HDD		
Capacity of each HDD (GB): 1000 @ 5400 rpm		
Total HDD Capacity (GB): 1000		
Number of Internal Bays populated with SSD: 0		
Capacity of each SSD (GB): 0		
Total SSD Capacity (GB): 0		
Number of Internal Bays Populated with SSHD: 0		
Capacity of each SSHD(GB): NA		
Total SSHD Capacity in addition to 8 GB Flash (GB): 0		
Number of Internal Bays Populated with SSED: 0		
Capacity of each SSED (GB): 0		
Total SSED Capacity (GB): 0		
Optane Memory (GB): 0		
Cabinet		
Cabinet Form Factor: Tower (13.1 to 26 Litres)		
Cabinet Volume (Litres): 15		
External Bays (Number): 1		
Optical Drive: N/A		
Internal Speaker: No		

Audio-in: Yes		
Audio-out: Yes		
Headphone out: Yes		
Microphone-in: Yes		
Connectivity:		
Wireless Connectivity: Yes		
If Yes, Type of Wireless Connectivity: NA		
Number of Ethernet Ports: 1		
Type of Ethernet Ports: 10/100/1000 on board integrated Gigabit Port		
Bluetooth Connectivity: No		
If Yes, Version of Bluetooth Available: 0		
Ports		
Number of USB Version 2 Point 0 Ports: 4		
Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports: 4		
Number of USB Version 3 point 1, Gen 2 Ports: 0		
Number of USB Type C ports: 0		
Number of Serial Ports: 0		
Number of Parallel Ports: 0		
Number of VGA Ports: 1		
Number of HDMI Ports: 1		
Number of DP Ports: 0		
Monitor		
Model of the Monitor: OEM		
Monitor Technology: IPS		
LED Backlit Monitor Size (INCHES): 19.5		
Monitor Resolution (PIXELS): 1600 x 900		
TCO Certification for Monitor: NA		
Number of VGA Ports in the Monitor: 1		
Number of HDMI Ports in the Monitor: 0		
Number of Display Ports in the Monitor: 0		
Availability of Webcam integrated with Monitor: No		
If Yes, Resolution of Webcam: NA		
Availability of Speakers integrated with Monitor: No		

	If Yes, No. of Speakers available: No.		
	Power		
	Power Supply Capacity (Watt): 250		
	Minimum Power Efficiency Range (%): 85 - 89		
	Certification		
	ROHS Compliance: Yes		
	BEE / Energy Star for the given Model: Yes		
	Input Devices:		
	Mouse Connectivity: Wired		
	Type of Mouse: Optical Scroll		
	Keyboard Connectivity: Wired		
	Type of Keyboard: Standard with Rupee Symbol		
	Operating Conditions:		
	Minimum Operating Temperature: 10 degree Celsius		
	Maximum Operating Temperature: 40 degree Celsius		
	Minimum Operating Humidity (%RH): 10		
	Maximum Operating Humidity (%RH): 85		
	On-Site OEM Warranty (Year): 3		
	<b>Desk &amp; Chair</b>		
191	Supplying and Installing of 3 seater desk & table all complete - White Laminated High gloss on Water proof & Pine Plyford, On SS 304 Steel hollow section of 2" X 2" frame all complete.	each	400
	<b>Notice Board</b>		
192	Providing & fixing of Notice board in place all complete of Size 8' X 4'	each	6
	<b>Waiting benches</b>		
	FRP strip cast iron bench with integrated seat and back	each	4
	Materials		
193	Thickness of Cast Iron frame (Body): 29 mm		
	GI Pipe diameter for body (nominal bore): 25 mm (B class conforming to IS: 1239 latest) PU coated with the layer of thickness of 60 microns.		
	Seats material: Made up of fibre reinforced plastic which are processed by hand laid process		
	FRP strips thickness (for seat): 3 mm		

	FRP strips thickness (for back): 3 mm		
	Generic:		
	Bench type: Integrated seat and back		
	Design: As per representative image - uploaded at QR/Spn		
	Colour of Seat and back: As per Buyer's choice		
	Capacity: Three persons		
	Weight bearing capacity in KG: 170		
	Main Structures: Body (cast iron frame and GI pipe) and fibre reinforced plastic seats		
	Transportation / Freight charges: Offer prices are on free delivery at consignee side basis.		
	Mode of supply: Assembled ready to use		
	Approval of Advance sample: No advance sample		
	Dimension:		
	Total height +- 10 mm: 800 mm from ground level		
	Seat height +- 10 mm: 487 mm from ground level		
	Total area required +- 10 mm: 1830 mm x 915 mm		
	Finishing:		
	Colour of stand/legs: As per buyer's choice		
	Cast iron supports finish: Coated with a rust inhibiting paint		
	Seats finished with: G.P resins of 3 to 4 mm thickness, applied above the surface of gel coat, which is duly mixed with the U.V stabilized pigment to provide sufficient resistance to ultra violet light degradation.		
	Warranty:		
	Warranty periods: 1- year		
	Certification:		
	Test reports to be furnished to buyer on demand: Yes		
	OEM of offered product is ISO: 9001: 2015 certified: Yes		
	OEM of offered product is ISO: 14001: 2015 certified: Yes		
	OEM of offered product is ISO: 18001: 2007 certified: Yes		
	Body conforming to applicable API specification / monogram: No		
194	<b>Teacher's Chair</b>		
	Supplying of Revolving chair of Godrej make all complete	each	25
195	<b>Teacher's Table class room</b>		

	Supplying and Installing of table all complete - White Laminated High gloss on Water proof & Pine Plyford, On SS 304 Steel hollow section of 2" X 2" frame all complete. Size -4' X 3'	each	30
	<b>Teacher's Room Table</b>		
196	Supplying and Installing of table all complete - White Laminated High gloss on Water proof & Pine Plyford, On SS 304 Steel hollow section of 2" X 2" frame all complete. Size -12' X 5'	each	2
	<b>Principal Room Table</b>		
197	Supplying & Installing of Godrej make Boss table of size 7' X 3' X 2'-6" and boss chair all complete	Set	1
	<b>Dustbins</b>		
198	Providing & fixing of 80 litres HDPE waste containers.	each	18
	<b>CCTV SYSTEM</b>		
199	PoE, 1080P@25/30fps, WDR, NIR, BLC, Dual ICR, 30m IR, IP66, ousing, 6mm Lens	each	28
200	16ch 1080P/720P IP Camera Input, 16ch Realtime Display; 8ch 720P/4ch 1080P Sync Playback, Incoming: 128Mbps; Outgoing : 64Mbps HDMI, VGA Output, 4 SATA(Up to 16TB)	each	1
201	16 Port POE Switches 100/1000	each	1
202	Cat 6 Cable	Bundle	4
203	RJ 45 Connector	Box	1
204	Surveillance Hard Disk 4TB	each	1
205	Supply, Instalaltion Testing and commissioning of 55 " LED 16x7 with Full HD resolution APPROVED MAKE: LG / SAMSUNG	each	1
206	Windows 10 Home Single Language 64, 8 GB DDR4-3200 SDRAM (1 x 8 GB) 1 TB 7200 rpm SATA, Intel® UHD Graphics, 5.7 kg	each	6
207	5KVA ONLINE UPS WITH BATTERIES FOR 30 MIN BACK UP APPROVED MAKE: APC / CONSUL NEOWATT	each	2
208	Installation By Expert	L.S	

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**Managing Director  
cum Chief  
Executive Officer**



**Bhagalpur Smart  
City Limited,  
Bhagalpur, Bihar.**

**Note :**

- 1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities.**
- 2. Unit rates and prices shall be quoted by the bidder in Indian rupee**
- 3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.**
- 4. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.**

## **SECTION 10**

### **SECURITIES AND OTHER FORMS**

### **BID SECURITY (BANK GUARANTEE UNCONDITIONAL)**

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for the construction of \_\_\_\_\_ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that we \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [Name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [Name of Employer's Representative] (Hereinafter called "the Employer's Representative") in the sum of \_\_\_\_\_ \*for which payment well and truly to be made to the said Employer's Representative the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

The Conditions of this obligation are:

- 1.0 If after Bid opening the Bidder withdraws his bid during the period of Bid validity Specified in the Form of Bid; or
- 2.0 If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid Validity;
  - a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - c) Does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

This Guarantee will remain in force up to and including the date \_\_\_\_\_ \*\*days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

WITNESS

SEAL \_\_\_\_\_

1.

2.

[Signature, name and address]

- \* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.
- \*\* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

## **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 Contractor 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 30 days from the date of expiry of the Operation & Maintenance 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.

## **UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT**

To

\_\_\_\_\_ [Name of Employer]  
\_\_\_\_\_ [Address of Employer]  
\_\_\_\_\_ [Name of Contractor]

Sir,

In accordance with the provisions of the General Conditions of Contract, sub-clause 17.2 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ [name and address of Contractor] (herein after called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of Guarantee]\* \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ [in words]

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal: \_\_\_\_\_

Name of Bank / Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

## LETTER OF ACCEPTANCE

(Letter head paper of the Employer)

Letter No.

Dated

From,

-----  
-----

To,

-----  
-----  
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**Subject:** Modernization of Schhols (Phase-II) in Bhagalpur, Bihar under Smart City Mission (SCM) on Item Rate Contract – Letter of Acceptance (“LOA”) – Reg.

**Reference:** 1.NIT No.-;

2. -----
3. -----
- 4.-----

Sir,

This is to notify that your Bid (Bid or tender Reference - ..... ) submitted on \_\_\_\_\_(Date) through e-procurement (<https://www.eproc2.bihar.gov.in>) against NIT No.- .....for development of Modernisation of Schools (Phase-II) Network at Bhagalpur Under Smart City Mission, at your quoted bid price amounting to Rs. ....../- (Rs. .......) only has been determined to be lowest evaluated bid and has been accepted by the Authority. The conditions of this “LOA” are mentioned below:

1. You are requested to return a duplicate copy of this “LOA” with seal and signature of authorized signatory as an acknowledgement within 7 (seven) days.
2. You are also requested to furnish Performance Security including an additional security for unbalanced bid of Rs. ....../- (Rs. .......) only within 21 (twenty-one) days of receipt of this “LOA”.
3. In case of failure of submission of Performance Security within time as mentioned above, the award shall be deemed to be cancelled and Bid Security shall be encashed by the Authority.

Thanking you.

Your’s Sincerely,

Authorized Signature  
Name and title of Signatory  
(Employer Representative)

## ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letter head of the Employer)

Letter No.

Date

To

\_\_\_\_\_(Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 32.1 and signing of the Contract for the construction of \_\_\_\_\_

\_\_\_\_\_at Bid Price of Rs. \_\_\_\_\_

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of  
Employer's Representative)



## Agreement Form

### Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) [hereinafter called "the (name and address of contractor) hereinafter called "the Contractor" of the other part.]

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs. \_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

- (i) Letter of Acceptance
- (ii) Notice to proceed with the works;
- (iii) Contractor's Bid
- (iv) Condition of Contract: General and Special
- (v) Contract Data
- (vi) Additional condition
- (vii) Drawings
- (viii) Bill of Quantities and
- (ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said \_\_\_\_\_  
\_\_\_\_\_

in the presence of :

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## AGREEMENT FORM

(On Stamp Paper)

**AGREEMENT NUMBER:** (To be filled by Authority)

**Name of Work:** Modernisation of Schools (Phase-II) in Bhagalpur, Bihar under Smart City Mission (SCM) on Item Rate Contract.

This agreement, entered into on this the ..... day of .....

### BETWEEN

Bhagalpur Smart City Limited, CIN- U93090BR2016SGC033046, having its registered office at Municipal Corporation, Court Compound, Bhagalpur, Bihar-812001 through Authorised Signatory ..... (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part;**

### AND

M/s..... having its registered office at .....through its authorized signatory .....(hereinafter referred to as the “**Contractor**” which expression shall, unless repugnant to the context or meaning thereof) of the **Other Part,**

Each of “Authority” and “Contractor” may be referred to individually as a “Party”, and together they may be referred to as the “Parties”.

Whereas the “Authority” entrusted ‘Modernisation of Schools (Phase-II)’ in Bhagalpur, Bihar under Smart City Mission (SCM) on Item Rate Contract (“**Project**”) to “Contractor” in accordance with the terms and conditions set forth in this agreement.

The “Authority” accordingly invited Request for Proposals (“RFP”) vide E-Tender NIT No. .... dated ..... from the eligible bidders as per terms and conditions prescribed in the “RFP” for undertaking the “Project”.

The “Authority” issued Letter of Acceptance vide Letter No. .... dated ..... and to M/s ..... for the “Project” at the Contract Price of Rs..... /- (Rs. ....) only inclusive of all taxes and GST.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the “Authority” hereby covenants to pay the “Contractor” in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified in the Agreement and intending to be legally bound hereby, the Parties agree and accept that the following documents are part of this agreement:

- a) Performance Security in terms of .....
- b) Letter of Acceptance (LOA) with letter No. ....dated .....
- c) Bid document of M/s ..... submitted on website <http://www.eproc2.bihar.gov.in>
- d) NIT No: .....dated;

- e) RFP and Drawings and Bill of Quantities
- f) Any other reference documents mentioned in the RFP.

In the witness whereof the parties there to have caused this Agreement to be executed on the day and year written before.

For and on behalf of  
**M/s .....**

For and on behalf of  
**Bhagalpur Smart City Limited**

[Authorized Signatory]

[Authorized Signatory]

Seal of M/s .....  
**Witness:**

1.

2.

Seal of Bhagalpur Smart City Limited.  
**Witness:**

1.

2.

## UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ agree to abide by this bid for a period \_\_\_\_\_ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

Title of Officer

\_\_\_\_\_

Name of Firm

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE

## INDENTURE FOR SECURED ADVANCES

### FORM 31

(for use in case in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

Whereas by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees \_\_\_\_\_ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on \_\_\_\_\_ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President and declare as follows:

- (1) That the said sum of Rupees \_\_\_\_\_ so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the Execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in

the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to made recovery from the Contractor's bill for such payment by deducting there from the value of the said materials that actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at by time thereafter adopt all or any of the following courses as he may deem best :
  - (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he has carried it out in accordance with the said agreement and at the rests thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
  - (b) Remove and sell by public auction the seized materials or any part there of and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these present and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.



## **Format for Power of Attorney for signing of BID**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. ....(name), ..... son/daughter/wife of..... and presently residing at ....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the Bhagalpur Smart City Limited (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/or upon award thereof to us and/or until the entering into of the Item Rate Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For .....  
(Signature, name, designation and address) of  
person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/Authenticated\*(\*Notary to specify as applicable) (Signature  
Name and Address of the Notary)

Seal of the  
NotaryRegistration

No. of the Notary

Date.....

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**VOLUME-IV**

**SECTION-11**

**DRAWINGS**

**The detail drawings are available on**

**<https://www.smartcitybhagalpur.org/tenders>**

## **DRAWINGS**

**VOLUME-V**

**SECTION-12**

**DOCUMENTS TO BE FURNISHED BY BIDDER**

All required documents as mentioned in RFP.

Sd/-  
**Managing Director cum**  
**Chief Executive Officer,**  
Bhagalpur Smart City Limited,  
Bhagalpur, Bihar.

