

GOVERNMENT OF BIHAR



WATER RESOURCES DEPARTMENT

TENDER DOCUMENT

TECHNICAL BID DOCUMENT

OF

N.I.T. NO. – 02 / 2026-27

Group - 1

WESTERN KOSI CANAL DIVISION

DARBHANGA

GOVERNMENT OF BIHAR
WATER RESOURCES DEPARTMENT
WESTERN KOSI CANAL DIVISION, DARBHANGA

TECHNICAL BID DOCUMENT
OF
N.I.T. No. – 02 / 2026-27
Group - 1

Name of Work:- Cleaning of water tank and drain situated at Kosi Colony Behat Darbhanga and other essential works

Estimated Cost (as per BOQ) : 1,23,621.00

Time of Completion of work : 15 Days

Year : 2026-27

Executive Engineer
Western Kosi Canal Division
Darbhanga

DETAILED TENDER NOTICE AND GENERAL CONDITIONS

1. TENDER

- 1.1 Tender in Prescribed Tender Document are invited on behalf of Governor of Bihar for “Cleaning of water tank and drain situated at Kosi Colony Behat, Darbhanga and other essential works.” The estimated cost of the work is shown in the bill of quantities. The tender document shall form the part of the agreement which will be drawn eventually in the revised PWD form F-2 (Clause - 23 deleted).

2. METHOD OF TENDERING (GENERAL)

- 2.1 If the tender is submitted by an individual, all the pages there of shall be signed by him with date, writing the current full address with mobile No. at prescribed Place.
- 2.2 If the tender is submitted by proprietor of firm, all the pages there of shall be signed by the Proprietor with his full name and the full name of his firm with its current business address with proprietorship papers.
- 2.3 If the tender is submitted by a firm in partnership, all the pages there of shall be signed by authorized person of the firm with their full name and current business address or by a partner holding the power of attorney of the firm for signing the tender document for this work. An original copy of power of attorney shall be accompanied the tender. A certified copy of partnership deed, current business address of the firm and the full name and the current business address of all the partners of the firm shall also accompany the tender.
- 2.4 If the tender is submitted by limited company or by a limited corporation, all the pages there of shall be signed by a duly authorized person holding the power of attorney for signing the tender. In this case, an original copy of the power of attorney shall accompany the tender.
- 2.5 All cutting / interpolation / overwriting or correction should be properly initialed by the tenderers.
- 2.6 All signatures shall be dated.
- 2.7 Tenderers must get themselves registered under the Labour Contract Regulation and Abolition Act 1970 and Bihar Labour Contract Rules 1972 and quote their registration number and other proof of having done so.
- 2.8 The tenderers shall be bound to pay compensation to the labours and staff as per provision of Workmen’s Compensation Act or any other act and Rules.
- 2.9 If the tenderer gives deliberately any wrong information in his tender to create circumstances for acceptance of his tender, the department reserves the right to reject such a tender at any stage.
- 2.10 Tender documents are not transferable.

- 2.11 The bills of the contractors will be cleared only after the submission of the clearance certificate for payment of royalties for mineral like Clay, Bricks, Sand, Boulders, Stone metals, Stone chips etc. from the District., Mining Officer or the Assistant Mining Officer of the Concerned District, or any other competent authority as the case may be, failing which the same will be deducted from the contractor's bills at the current rates approved by the Mining Department. The letter no 4418 dated 19.10.2024 of Mining Deptt. Govt. of Bihar shall be applicable (25 times of royalty shall be deducted in case challan is not submitted or if challan is found fake/false)
- 2.12 All Tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements will be rejected. Conditional tender will be rejected forthwith.
- 2.13 Tenderer should visit the work site, get acquainted with situation of site fully. Any claim whatsoever on account of not being acquainted with site will not be considered in future.
- 2.14 There shall be no provision for any price escalation during the entire execution period. The rate aforesaid shall remain firm, fixed and binding during the concurrence of this agreement till the issue of completion certificate irrespective of any increase or decrease in the cost of labours and materials etc. of the work covered by this contract or for any other reason or any account or any ground whatsoever.
- 2.15 The tenderers against whom departmental black listing process are going on or the tenderers whose working and conduct are ambiguous will not be considered for allotment of work during decision of tender.

3. STATING OF RATES

- 3.1 The quantity involved against item of work has been shown in the B.O.Q and their rates in English are also indicated there in.
- 3.2 The tenderer may quote their rates equal to or percentage below or percentage above of the estimated rates as mentioned in the B.O.Q both in figures as well as in words.

4. OPENING OF TENDER

- 4.1 The tender will be opened on <https://eproc2.bihar.gov.in>

5. PERIOD OF COMPLETION

- 5.1 The period of completion of work will be as per NIT.

5.2 ESSENTIAL REQUIREMENTS FOR PRE/TECHNICAL BID

5.2.1 REGISTRATION CERTIFICATE

The Tenderer Must be registered with Government of Bihar, in required category as per NIT. The Photo Copy of Registration Certificate must be Furnished and signed by the tenderer.

5.2.2 EARNEST MONEY

The tenderer must furnish earnest money as per NIT in the acceptable forms duly pledged in favour of the Executive Engineer, Western Kosi Canal Division, Darbhanga.

5.2.3 **Affidavit** as per NIT.

5.2.4 **Character Certificate** as per NIT.

5.2.5 **NOC** for debar.

5.2.6 The judgment of honorable High Court Patna in case CWJC No 9941 of 2022 given on 06.07.2023 will be applicable as per departmental letter no 536 dated 18.07.2023.

6. **REJECTION OF TENDERS**

6.1 The department reserve the right to waive any terms and conditions in respect of this tender or reject any or all the tenders without assigning any reason what so ever. In the event of tender being rejected, the earnest money submitted will their upon be return to the tenderer.

7. **REQUIREMENT OF EARNEST MONEY and A.P.G.**

7.1 The earnest money deposit shall be valid for a period as mentioned in NIT. The tender not accompanied with earnest money deposit shall be rejected as non – responsive. If during the tender validity period, the tenderer withdraws his tender the earnest money deposit shall stand forfeited and the tenderer can be disqualifies from tendering for future work in the State of Bihar. The earnest money deposited will be refunded within 30 days of the expiry of bid validity to the unsuccessful tenderers. The earnest money deposit will be returned to the successful tenderers after he furnished the required security deposits for performance of the contract and duly entered into the contract agreement.

7.2 In accordance with letter no. - 536 dated 18-07-2023 of W.R.D, Government of Bihar and letter no.-449(S), dated 16-01-2020 of R.C.D, Government Of Bihar, such contractors who submit their rates below the scheduled rate, shall have to furnish **Additional performance Guarantee** (A.P.G.). The amount of additional performance guarantee will have to be submitted at the time of agreement in prescribed format along with the Performance Guarantee.

7.3 Within 5 days from the date of issue of the letter accepting his tender the successful tenderer shall furnish the required security of performance and attend the office of the Executive Engineer in – charge named in the letter of acceptance for execution of contract documents. If he fails to furnish the security of performance or to execute the contract his earnest money deposit shall be forfeited and tenderer may be disqualified for further work in State of Bihar.

7.4 Earnest money of successful tenderer will be forfeited in case he fails to sign the agreement within 5 days from the date of issue of letter of intent.

8. **SECURITY DEPOSIT AT THE TIME OF AGREEMENT**

8.1 The security deposit for performance of the contract will be 5 % (Five Percent) of the agreed amount including the earnest money deposited.

8.2 Extra 5 % (Five percent) of the value of the bill shall be deducted as security deposit from the running / final bill of the Contractor .

8.3 The security deposit will be in the form of the followings :-

(1) Unconditional bank guarantee duly pledged in favour of The the Executive Engineer, Western Kosi Canal Division, Darbhanga.

(2) N.S.C. or Post office Term Deposit or any other form as prescribed by finance department Govt. of Bihar, duly pledged in favour of the Executive Engineer, Western Kosi Canal Division, Darbhanga.

- 8.4 The contractor shall, within 5 days from the date of issue of accepting his tender, furnish the above said security deposit and the same shall remain valid for at least 3 months after the successful completion of work.
- 8.5 The security deposit less the amount recoverable from the contractor shall, on demand, be refunded to the contractor without any interest within 90 days after issue of the certificate of completion.
- 8.6 All statutory deduction from the payment will be as per central and Bihar Govt. rules as enforced at the time of payment.

9. AGREEMENT

- 9.1 The tender document shall form the part of the agreement which will be drawn eventually in the revised P.W.D form F2.
- 9.2 The contractor will have to put his signature with full address on each page on the agreement form in the presence of the Executive Engineer, Western Kosi Canal Division, Darbhanga.

10. SPECIAL CONDITION

- 10.1 The estimated rate for earth work is inclusive of removal of shrubs, grass, vegetation and jungles from the working area.
- 10.2 Site clearance will have to be done after completion of the work as per direction of Engineer in charge.
- 10.3 It shall be contractor's responsibility to protect against accident on the work.

10.4 REGARDING CONSTRUCTION MATERIALS

- 10.4.1 All the materials for the construction work will have to be managed and brought to site by the contractor himself at his own cost. The cost of the materials, if issued, by the department, will be recovered from the bills of the contractor at the rates fixed by the department.

10.5 ACQUAINTANCE WITH THE SITE CONDITIONS & OTHER INFORMATION

- 10.5.1 Irrespective of whatever general information are furnished herein, the tenderers must inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders in respect of the site conditions, local condition and all other aspects which are relevant to the work including but-not-restricted to the following only which may influence or affect the work or cost thereof under the contract.
- 10.5.2 Site conditions including access to the site, existing and required road other means of transport/communication for use by them in connection with the work;
- 10.5.3 Requirement and availability of land, quarters and other facilities for their contract works, colonies, stores and workshops, etc;
- 10.5.4 Ground conditions including those bearing upon transportation, disposal, handling and storage of construction materials required for the work or obtained there from.
- 10.5.5 Sources and extent of availability of suitable materials including boulders, coarse aggregate, fine aggregate, water etc. and labour (skilled and unskilled) required for work and Laws & Regulations governing their use and employment.

- 10.5.6 Geological, Meteorological, Topographical and other general features of site and its surrounding pertaining to and needed for the performance of work.
- 10.5.7 All details of soil strata, conditions of foundations, locations, etc. likely to be encountered
- 10.5.8 The type of equipments tools & plants, machineries and facilities needed preliminary to and for the performance of work;
- 10.5.9 All other informations pertaining to and needed for the" work including informations as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract;
- 10.5.10 The information and data furnished herein relating to the work and site conditions are general. It shall be responsibility of the tenderer to get fully acquainted with the conditions of site, work and other aspects which are relevant to the work including rainfall, temperature, weather condition, working season and working hours, etc.
- 10.5.11 The tenderer should note that the department shall bear no responsibility for the lack of acquaintance with the site and other conditions or any information relating thereto, on their part. The tenderer shall not be entitled for any claim whatsoever arising out of or relating to or in respect of the site conditions.

11. TECHNICAL SPECIFICATIONS

11.1 PREPARATION OF WORK AREA

All rubbish, bush, wood and tree, etc. shall be cleaned and disposed as per disposal plan approved by the E/I. All roots of trees and stumps shall be grubbed out 600 mm below ground level and holes to be filled with earth and well rammed. No separate payment is to be made for this item.

11.2 BRICKS

- 11.2.1 The 100A brick shall be of specified size as IS codes and shall be hard and well burnt with uniform size, shape and colour (Red or copper), homogeneous in texture and free from flaws and cracks with sharp and unbroken edge. No dimension of brick shall vary 3mm of standard size of bricks
- 11.2.2 Bricks should give a metallic or ringing sound when struck with hammer of another brick and should not break when struck against another brick or dropped flat from a height of about 1000mm on the ground.
- 11.2.3 Dry brick shall not absorb water more than 1/6th of weight after immersion in water for one hour.
- 11.2.4 The frog mark should be made 6mm deep on the upper surface of the brick.
- 11.2.5 Brick should be capable of withstanding a crushing strength of 100 kg/cm² and should confirm to I.S.I. specification.
- 11.2.6 The contractor shall be required to stack the brick at worksite/ stack yard as directed by E/I, with space for inspection in between the stacks in such manner that each brick can be visible from outside. The stack shall be numbered giving a reference to location and stack number.
- 11.2.7 Undersize brick up to a maximum of 10% of the total quantity of supply may be accepted with a suitable reduction in rate, which will be decided by the department.
- 11.2.8 No claim for carriage of bricks will be entertained beyond 8Km. from worksite.

11.3 CEMENT CONCRETE WORK:

11.3.1 General

Concrete shall be composed of cement, sand, coarse aggregate, water and any other admixture as specified, all well mixed and brought to the proper consistency. Tests shall be carried out on the concrete at specified intervals during the progress of work and the mixes modified as necessary in order to secure consistency, required strength, workability, density and impermeability together with the maximum practicable economy. The water cement ratio for the concrete will be regulated to meet the requirements of strength, durability and workability. The concrete will be of uniform consistency and density and of uniform quality throughout in all the parts of the structure. However, the consistency and composition shall be such that the concrete can be worked into the entire corner, angles of the forms and that the concrete surrounds completely and fully all the reinforcements and the embedded metal without causing any segregation of the ingredient and free water, taking into account the type and capacity of vibrating equipment used. The control of concrete is based, besides other factors on maintaining a fairly uniform slump at the point of placement and on holding the water cement ratio as closely as practicable to the standards determined for the purpose. Under no condition shall the slump be greater than the required to provide proper placement and compaction of fresh concrete within the forms. The slump shall be measured in accordance with the standard methods prescribed in code IS 456:2000 and as revised from time to time. The allowable slump or consistency shall be directed by the Engineer-in-charge. The consistency of concrete shall be varied only by increasing or by decreasing the amount of cement paste in each batch and not by any change of the water cement ratio established for each class of concrete.

11.3.2 CLASSIFICATION

Except in case where it is required to meet the special conditions, all concrete shall conform to one of the classifications as per requirement of work. The different grades of concrete shall be as per IS 456:2000. Proportion for nominal mix of concrete shall be as per IS codes.

11.3.3 CEMENT

Cement shall, unless otherwise specified shall be ordinary Portland cement grade 43, conforming to the relevant clause of the IS 8112 as revised time to time. Transportation units and storage bins for bulk cement shall be damp proof and shall be constructed so that there is no dead storage. Cement delivered in bags shall be transported under completely damp-proof covers and stored in damp proof structures with adequate provision for the prevention of absorption of moisture and stored in manner permitting inspection and identification of each consignment. The stocking height of cement bags shall not exceed 3 meters in height in any case.

11.3.4 COARSE AGGREGATE

Coarse aggregate shall consist of crushed stones of approved quality. Quarrying and screening to obtain aggregates of required size, grading and transportation to work site shall be the responsibility of the contractor. It should be approximately cubical in shape. The aggregate shall contain requisite fines to allow adequate finishing as per design. Maximum size of aggregate shall not exceed 40mm or as specified in items of work. Grading of mix for the concrete shall be approved by Engineer-in Charge before the same issued by the contractor. The Contractor shall have to make his own arrangement for quarrying, crushing to size, washing and transport to work site of the aggregate at his own cost. Coarse aggregate shall conform to IS 383: 1970. The aggregate shall be properly graded so as to produce a compact concrete.

11.3.5 The gradation shall be finally approved by the Engineer-in-Charge. The finer particles and the deleterious materials passing 4.75mm sieve shall not exceed 5% in any case. The oversize aggregate shall not exceed 3%.

11.3.6 QUALITY

The coarse aggregate shall consist of hard, dense, durable, uncoated rock fragments and shall be free from injurious amount of soft, friable, thin and laminated pieces, alkalis, organic matter or other deleterious substances. Rounded pebbles, flaky and decayed stones are not to be used.

11.3.7 STONECHIPS

Except for the following grading the specification for stone-chips will be same as that of stone metal. Materials of the size between 4.75mm to 20mm with the following grading size are generally recommended:

20 mm to 10mm55–65%

10 mm to 4.75mm35–42%

11.3.8 FINE AGGREGATE

Fine aggregate of concrete is the material most of which passes through 4.75mm I.S. sieve. Fine aggregate for concrete mortar shall be natural fine aggregate or coarse sand and from river bed. Sand obtained from crushing of stone may also be used as fine aggregate provided it satisfies the Indian Standard Specification. The fine aggregate shall consist of clean, hard, strong, durable, uncoated particles, free from injurious ingredients (dust, mica shells, softer flaky particles, shales, alkalis, organic matter, loam or other deleterious substances). The maximum percentage of deleterious substances in the fine aggregate as delivered for use of works shall not exceed the following values:

Materials passing No. 200 screen

Shale.....1%

Coal.....1%

Clay.....1%

11.3.9 Total of other deleterious substances (such as alkali, mica coated veins, soft flaky particle sandy loam, should not be more than 2%. The sum of the percentage of all deleterious substances shall not exceed 5% by weight. All sand to be used in the construction of the structure shall conform to the specification and limit of grading by IS codes in RCC work and other specified works. Sand of F.M. not less than 2.00 only will be used for RCC. Sand of F.M. from 1.8-2.00 will be used in PCC work and F.M. 1.6-1.8 will be used in brick work. The sand shall be screened and washed to remove all foreign and deleterious materials before use in works.

11.3.10 The fineness modulus shall be computed by adding cumulative percentage of fine aggregate retained on the standard screens from nos. 4 - 100 and dividing the same by 100. The grading of the fine aggregate shall be controlled in such a manner that the fineness modulus of at least nine out of ten samples of finished fine aggregate delivered to the mixer, fineness modulus of ten samples tested.

11.3.11 Water

Water to be used for mixing and curing of concrete shall conform to I.S. Specification 456-2000. The water used in concrete, mortar and grout shall be clean and free from injurious material like oils, acids, alkalis, salts, sugar, organic materials or other substance which are injurious to concrete or steel. Portable water shall be used for mixing concrete.

11.4 Reinforcement

Steel bars used as reinforcement shall be HYSD bar/ TMT bars, conforming to IS 456:2000. Steel of only approved brand (TATA, SAIL, RINL and SHYAM STEEL INDUSTRIES LTD, Kolkata) shall be used.

11.4.1. The contractor shall do the cutting, bending, binding of reinforcement bars including mild steel rods, tor-steel rods as indicated in drawings or as directed by the Engineer-in-

charge All steel, to be used for reinforcement shall be clean, free from mill scales, loose rust, oil, grease, paints, dust, mortar kinks, rust or any railing defects or bends other than those required as per drawings or as per directions of the Engineer-in-charge.

11.4.2. CUTTING AND BINDING OF RE-INFORCMENT BARS

Reinforcement bars shall be of the size as prescribed and shall be cut to the length, bent to the shape and fixed in position as shown in the drawings or as directed by Engineer in charge and shall conform to relevant IS codes as revised from time to time. Bars shall not be cooled by placing in water. Bars shall be straightened or bent in a manner that does not injure or weaken the materials.

- 11.4.3. Binding wire used shall be soft annealed steel of 16 S.W.G. and shall have an ultimate strength of not less than 5,600 kg per cm² and yield point strength of not less 3850 kg per cm².

11.5 LAYOUT

For layout pegs, strings, flags, pillar and labour required for setting out work of varying lines and levels of construction of bench marks will be provided by the contractor at its own cost. No extra payment will be made separately to the contractor for his item.

12. EARTH WORK BY ANY MEANS :

- 12.1 Same rate of earthwork mentioned in B.O.Q. will apply for earthwork done by any means i.e. Mechanical means or manual means (mazdoors).

Signature of Contractor

NAME: -

ADDRESS: -

MOBILE No.: -

Executive Engineer

Western Kosi Canal Division
Darbhanga

BIHAR PUBLIC WORKS DEPARTMENT

[Form No. F-2]

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rule and Directions for the guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Sub-divisional Officer, Executive Engineer.
The notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders, also the amount of earnest money to be deposited and the amount of the security deposits to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding as power-attorney authorizing him to do so.
3. Receipts for payments made on account of work when executed by a firm, must also be signed by the several partners except where the contractors are described in their tender as a firm which case the receipt must be signed in the name of the firm by one of the partners, or by said other person having authority to give effectual receipt for the firm.
4. The memorandum of work tendered for, and the memorandum of materials to be supplied by the Public works Department and their issue rates shall be filled in and completed in the office of the Sub-divisional Officer/Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. 2% of B.O.Q. amount will be deposited as earnest money.
6. Any person who submits a tender shall fill up the usual printed form stating what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose, any alteration in the work specified in the said form of invitation to tender or, which contain any other conditions of any sort or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money 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 a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Cash deposits for earnest money herein before mentioned shall be made in Government Treasuries and the challan thereof should be enclosed with the tender.
7. The Engineer or his duly authorised assistant will open the tender in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest-money forwarded therewith shall thereupon be returned to the tender with a pay order for the amount of the earnest money.
8. The Engineer shall have the right of rejecting all or and of the tenders.

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will if he is competent to accept the tender, inform the tenderer of the selected tender. Who shall thereupon sign copies of the specification and other documents mentioned in rule I and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of security money within the prescribed time. If the tender fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender. If the Engineer is not competent to accept the tender himself he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tenderer shall thereupon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.
10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Executive Engineer Government securities may be endorsed to the Executive Engineer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected or acceptance shall be 10% of the estimated value of the work and towards the amount the earnest money already deposited by him shall be credited. At least $\frac{1}{2}$ (half) of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which the tender shall be liable to rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.
12. When a tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinise all pages of the form of Item, Rate, Tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then if he is competent to accept the tender sign the acceptance of the tender, or, if he is not so competent, shall send the form for signature of the acceptance to the officer competent in accent it.

TENDER FOR WORKS

I/We hereby tender for the execution for the Government of Bihar of the work specified in the underwritten memorandum at the rates specified therein within a period as mentioned below from the date of written order to commence and in accordance in all respect with specifications, designs, drawings, and other documents referred to rule, I here of and subject to the annexed conditions of contract and with in such materials as are provided for by and in all other respects in accordance with, such conditions so far as applicable.

MEMORANDUM

(a) If several sub works are included they should be detailed in a separate list (b) This deposit will be 2% of the B.O.Q. amount of the works. (c) This percentage deduction from bills will be credited to the contractor's security deposit.	(a) Name of work: (b) Agreemented cost : (c) Earnest money: (d) Initial security deposits (including earnest money) : (e) Percentage to be deducted from bills 5% (Five percent) (f) Date of completion of work:- (g) Date of written order to commence:- (h) Total number of item of work tendered:
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Item no.	Item of work	Quantity	RATE AS PER BOQ		RATE TENDERED	Per.
			In figures	In words		

CONDITIONS OF CONTRACT

Caluse-1 :- All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or arised by, sale of his security deposit or any part thereof.

Clause-2 :- The time allowed for carrying out the work as entered i.e. the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to ½ percent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remain uncommenced, or unfinished after the proper dates And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under contract has elapsed, one-half of the work before one half of such time elapsed, and three-fourths of the work before three-fourths of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to ½ per cent on the said estimated cost of the whole work for every day that the due quantity work remains incomplete. *Provided* always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent, on the estimated cost of the work as shown in the tender.

Clause - 3 : - In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Governor of Bihar, shall have power to adopt any of the following course, as he may deem best suited to the interests of Government –

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), and in which case the securities deposit of the contractor shall stand forfeited, and be absolutely at the disposal of government.

- (a) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- (b) To measure up the work of the contractor and to take such part of the work of the contract as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit of the proceeds of sale thereof, or a sufficient part thereof.

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

Clause 4 : - In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer

putting in force the powers vested in him under the proceeding clause he may if he so desires, take possession of all or any tools, plants, materials and store, in or upon the works, or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or, in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may be notice in writing to the contractor or his clerk of the work foreman or other authorised agent require him to remove such tools, plant materials, or stores from the premises (within a time to specified in such notice) and in the event of the contractor failing to comply with any such requisition in the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5 : - If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, other than those mentioned in clause 12 (a) he shall apply in writing to the Executive Engineer within 60 days from the date of starting of the hindrance on account of which he desires such extension as aforesaid, and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claim compensation for the delay.

Clause 6 : - On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all Scaffolding, surplus materials, and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the Execution thereof nor until the work shall have been measured by the officer of the public works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all

expense so incurred, and shall have no claim in respect of any scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 8% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and complete, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-created, or be considered as an admission of due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude determines or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

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

Clause 9 :- If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores, and the prices to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract and specified in the schedule or memorandum here to annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedules as are required from time to time to be used by him for the purpose of the contract. Only and the value of the full quantity of materials stores supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, of against or from

the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or sufficient portion thereof being in the case held for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspections by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store at the prevailing market rate or at the issue rate which ever is less if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in damage to or any such materials.

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

Clause 11 : - Engineer-in-charge shall have power to make any alterations in for additions to the original specifications, drawings designs, and instructions that may appear to him to be necessary or advisable during the progress of and the work, the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alteration shall not invalidated the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule or rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedules of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge such class of work, and if does not agree to this rate he shall by notice

in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer o the circle will be final.

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

Clause 12 : - If at any time after the commencement of the work the Governor of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which the might have derived from the execution of the work in full, but which he did not derive in consequences of the full amount of the work not having been carried out, neither shall be have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall in value any curtailment of the work as originally contemplated. Clause 12 (a) As contained in G. O. No. 1929 dated 11.9.56.

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

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

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

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

Clause 14 :- All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction 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.

Clause 15 :- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work on the materials with which the same was effected.

Clause 16 :- If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road curbs, fence enclosure water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any

part of it is being executed or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfection become apparent in it within three months (six months in the case of a road work) after a Certificate final or otherwise or its completion shall have been given by the Engineer-in-charge as a fore seal, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other work men and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be than, or at any time thereafter may become, due to the contractor or from his security deposit or the proceeds of sale thereof or of sufficient portion thereof. The security deposit at the contractor shall not be refunded before the expiry of three months (six months in case of a road work) after the issue of the certificate final or otherwise of completion of work. Provided that in the case of a road work if in the opinion of the Engineer-in-charge half of the security deposit will be refundable after three months of the issue of the said certificate of completion.

Clause 17 : - The contractor shall supply at his own cost all materials (except such special) materials if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary work, requisite or proper for the proper execution of the work whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not on which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied. Which he is entitled to require together with carriage there fore 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 an counting weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the Engineer-in-charge at the Expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and light required to protect the public from accident, and shall be bound to bear the expense of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person of which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 18 :- No female labour shall be employed within the limits of a cantonment.

The contractor shall not employ for the purpose of this contract any person who is below the age of twelve year, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighbourhood.

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

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

Clause 19 :- The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract or attempt so to do or be come insolvent or commence any insolvency proceedings or may any composition with his creditors, or attempt so to do, 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 agents to any public officer or person in the employ or Government in any way relating to his officer or employment or if any such officer or person shall become in any way relating to his officer or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the executive Engineer may thereupon by notice in writing rescind the contract, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 of, and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

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

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

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

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

Clause 23 : - DELETED

Clause 24 : - When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved of the part of the work in question at the same rate 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 amounts entered in the estimate, and 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 this clause.

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

Clause 26 : - The expression "works" or "work" where used on these conditions shall unless there be something either in the subject or contract 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.

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

Witness

Contractor

Schedule showing (approximately) materials to be supplied, if available the rates of which they are to be charged for and the places at which they are to be supplied.

Particulars	Rates at which the material will be charged to the contractor			Place of delivery
	Units	Rs.	P.	

Note : The person or firm submitting the tender should see that the rates in the above schedules are filled by the Engineer in charge on the issue of the form prior to the submission of the tender.

(Signature of Contractor)

(Signature of Executive Engineer)