

Name of Contractor: M/s. Sonar Infracon Pvt. Ltd.

BIHAR PUBLIC WORKS DEPARTMENT

[Form No. F-2]

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rule and Direction for the guidance of Contractors.

Agreement NO - P2/2025-2026

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the Sub-divisional Officer/Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders also, amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any to be deducted from bills, copies of the specifications, designs and any other documents required in connection with this submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-authorising him to do so.

3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

4. The memorandum of work tendered or and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the Office of the Sub-divisional Officer/Executive Engineer before the tender form is issued. If a form is issued to a intending tender without having been so filled in and completed, he shall request the office to have this done before he complete and delivers his tender.

5. The amount of earnest money to be deposited will be :-	Rs.
If the amount of the estimate does not exceed Rs. 2,000	50
If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000	100
If the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000	200
For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money	100

6. Any Person who submits a tender shall fill up the usual printed form stating there at what rate he is willing to undertake each item of the work incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation tenders, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by the treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who will tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money here in before mentioned shall be made in Government Treasuries and the challan received should be enclosed with the tender.

Mansoor Kumar
MANAGING DIRECTOR

Authorised
Date 4/10/25
कायमगंज, दलसिंहसराय

7. The Engineer or his duly authorised assistant will open the tender in the presence of an intending contractors who may be present at the time and will enter the amounts of the several tenders comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall there upon be returned to the tenderer with a pay order for the amount of the earnest money.

8. The Engineer shall have the right of rejecting all or any of the tenders.

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer or the selected tender who shall thereupon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

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

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

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

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

12. When a tender has been selected for acceptance & the required amount of the security money has been deposited the Engineer shall scrutinise all pages of the form of item, rate, tender & contract for works to see that the form has been properly filled up and signed by the contractor & the Engineer. He shall then if he is competent, to accept the tender, sign the acceptance of the tender. If he is not so competent shall send the form for signature of the officer competent to accept the tender.

SONA INFRACON PVT. LTD.

Naveen Kumar

MANAGING DIRECTOR

Signature

Signature

Signature

Signature

RURAL WORKS DEPARTMENT (MMGSUY)

BILL OF QUANTITIES (BOQ)

NH - 28 Bajidpur to Via Modhipur Mushari and Ujiarpur Thana to Ambedkar Hostel via SDFR Building

Ujiarpur District Samastipur

2.600 Km Division Dalsinghsarai

Qty. Unit Rate (Rs.) Amount (Rs.)

Description of Items

1 Clearing and Grubbing Road Land (By manual means) including uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300mm, removals of stumps of such trees cut earlier & disposal of unserviceable materials & stacking of serviceable materials to be used or auctioned upto a lead of 1000 m including removal and disposal of top organic soil not exceeding 150 mm in thickness as per technical specification Clause 201.1 and direction of E/I.

0.52 Ha 65,127.00 33,866.04

B.O. Approved

2 Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1

2,769.69 Cum 183.46 5,08,127.33

3 Granular Sub-base with Well Graded Material (Grading 2): Construction of granular sub-base by providing well graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per Technical Specification Clause 401.

325.18 Cum 3,133.96 10,19,103.65

4 Water Bound Macadam Grading III: - Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with smooth wheel roller 80-100 kN in stages to proper grade and camber, applying and brooming, stone screening to fill up the interstices of coarse aggregate, watering and compacting to the required density Grading 3 as per Technical Specification Clause 405.

161.98 Cum 4,282.50 6,93,688.42

5 Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with smooth wheel roller 80-100 kN in stages to proper grade and camber, applying and brooming, stone screening to fill up the interstices of coarse aggregate, watering and compacting to the required density Grading 3 as per Technical Specification Clause 405.

454.50 Cum 4,032.54 18,32,790.25

6 Prime Coat: Providing and applying primer coat with Bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and applying primer at the rate of 0.70 - 1.0 kg/sqm using mechanical means as per Technical Specification Clause 502.

6,060.00 Sqm 47.28 2,86,516.80

08.4.25
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समस्तीपुर मण्डल, सलसिंहसराय

MANAGING DIRECTOR

RURAL WORKS DEPARTMENT (MMGSUY)

BILL OF QUANTITIES (BOQ)

NH - 28 Bajidpur to Via Modhipur Mushari and Ujiarpur Thana to Ambedkar Hostel via SDFR Building

Block	Utiarpur	District		Samastipur	
Length	2.600 Km	Division		Dalsinghsurai	
SL No.	Description of Items	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
7	Take Cote: Providing and applying tack coat with bitumen emulsion pressure distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surface treated with Primer and cleaned with hydriloc broom as per Technical Specification clause 503.	12,120.00	Sqm	16.26	1,97,071.20
8	Providing and laying bituminous macadam with 100-120 TPH Hot Mix Plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder, transported to site, laid over a previously prepared surface with paver finisher to the required grade, level and alignment and rolled as per Clause 501.6 and 501.7 to achieve the desired compaction.	303.00	Cum	9,626.18	29,16,733.54
9	Providing and laying semi dense bituminous concrete with 100-120 TPH batch type HMP producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.5 to 5 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH specification Clause No. 508 complete in all respects.	151.50	Cum	11,666.47	17,67,470.21
10	Construction of un-reinforced, dowl jointed, plain cement concrete pavement over a prepared sub base with 43 grade cement @400 kg per cum, coarse and fine aggregate conforming to IS 343, maximum size of coarse aggregate not exceeding 25 mm, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation memberance, sealant primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades as per drawing.	30.00	Cum	6,482.56	1,94,476.80

SONA INFRACON PVT. LTD.

Nanteen Kumar
MANAGING DIRECTOR

8.4.21
Bajidpur
Ujiarpur

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मण्डल ललितसराय

RURAL WORKS DEPARTMENT (MMGSUY)

BILL OF QUANTITIES (BOQ)

NH - 28 Bajidpur to Via Modhipur Mushari and Ujarpur Thana to Ambedkar Hostel via SDFR Building

Block Ujarpur

District

Samastipur

Division

Dalsinghsara

Length 2.600 Km

Sl. No.

Description of Items

Qty.

Unit

Rate (Rs.)

Amount (Rs.)

11

Construction of un-reinforced, dowl jointed, plain cement concrete pavement over a prepared sub base with 43 grade cement @400 kg per cum, coarse and fine aggregate conforming to IS 343, maximum size of coarse aggregate not exceeding 25 mm, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation memberance, sealant primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades as per drawing.

473.44

Cum

6,482.56

30,69,103.21

BOQ Approved

12

Kilometer Stone

13

Reinforced Cement concrete M15 Grade kilometers local stone of standard design as per IRC 8 fixing in position including painting and printing, etc as per drawing and technical specification clause 1703.

0.00

No.

4,144.47

0.00

14

(i) 5th Km Stone

4.00

No.

2,465.01

9,860.0

15

(ii) Km Stone

10.00

No.

677.23

6,772.3

16

(iii) 200 m Stone

17

Retro-reflectorised Traffic Sign Providing and erecting direction and place identification retio-reflectorised sign as per IRC : 67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3 fixed over aluminium sheeting, 2 mm thick with area exceeding 0.9 sqm supported on mild steel angle iron posts 75 mm x 75 mm x 6 mm, 2 Nos. firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 mm x 450 mm x 600, 600 mm below ground level as per approved drawing and Technical Specification Clause 1701.

3.84

Sqm

12,105.48

46,485.0

18

Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC : 67 made of encapsulated lense type reflective sheeting vide Clause 1701.2.3 fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per drawing and Technical Specification Clause 801.

Signature
S. P. Khuntia

08.4.25
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सुपुर्कार गम्हरल लमिन्मराय

19

600 mm equilateral & triangle

12.00

Nos

4,202.16

50,425.92

SDNA

MIRACON PVT. LTD.

6.00

Nos

4,146.70

24,880.20

21

600 mm x 450 mm rectangular

6.00

Nos

4,002.96

24,017.76

MANAGING DIRECTOR

RURAL WORKS DEPARTMENT (MMGSUY)

BILL OF QUANTITIES (BOQ)

NH - 28 Bajidpur to Via Modhipur Mushari and Ujiarpur Thana to Ambedkar Hostel via SDFR Building					
Sl. No.	Description of Items	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
31	Providing and laying of a reinforced cement concrete pipe duct, 300 mm dia. across the road (new construction), extending from drain to drain in cuts and toe of slope to toe of slope in fills, constructing head walls at both ends, providing a minimum fill of granular material over top and sides of RCC pipe as per IRC:981997, beaded on a 0.3 m thick layer of granular material free of rock places, outer to outer distance of pipe at least half dia of pipe subject to minimum 450 mm in case of double and triple row ducts, joints to be made leak proof, invert prevent entry of water and dirt, all as per IRC:98 - 1997 and approved drawings.	40.00	RM	967.93	38,717.15
32	Hume Pipe Culverts				
33	Earth work in excavation for foundation of structures upto 3.0 m depth as per drawing and technical specification clause 1104.	29.80	Cum	343.58	10,238.68
34	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and Technical Specifications Clause 802, 803, 1202 & 1203 PCC M - 15 Grade.	4.60	Cum	5,805.61	26,705.81
35	Plain/reinforced cement concrete in substructure complete as per drawings and technical specification clauses 802, 804, 805, 806, 807, 1202 and 1204 (M 20).	33.74	Cum	6,593.82	2,22,475.49
36	Providing and laying RCC pipe NP-3 for culverts on first class bedding of PCC M10 material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling concrete and masonry works in head wall and parapets as per clause 1106.	7.50	RM	6,246.28	46,847.12
37	Painting on Parapet Wall (Black & White Strips) Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and technical specification clause 1701.	20.64	Sqm	114.61	2,365.55
38				Total	1,36,00,676.88
39	1% LABOUR CESS			1,36,006.77	1,36,006.77
40	Seigniorage Fee			1,90,100.00	1,90,100.00
41	18% GST			25,06,821.06	25,06,821.06
42	TOTAL CONSTRUCTION COST (A)			A	1,64,33,604.70
	Grand Total (A +)				1,64,33,604.70

SONIA INFRACON PVT LTD.

Nawaraj Kumar

MANAGING DIRECTOR

कायपालिक अभियंता
ग्रामीण कार्य विभाग
कार्य प्रमंडल, दशसिंहसराय

कायपालिक अभियंता
ग्रामीण कार्य विभाग
मण्डल दशसिंहसराय

should this tender be accepted I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in so far as in office the sums of money mentioned in the said conditions

Signature of contractor to
be commission of tender

Dated the _____ day of _____ 20____

witness

Address

Occupation

Signature of witness to
contractor's signature

The above tender is hereby accepted by me on behalf of the Governor of Bihar

Dated the _____ day of _____ 20____

signature of the officer
accepting the tender

Acceptances communicated on _____

signature of the party
taking the tender

कार्यपालक अभियंता
ग्रामीण कार्य विभाग
कार्य प्रमण्डल, इलसिंहसराय

CONDITIONS OF CONTRACT

Compensation

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

The work should not be considered until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed by the Executive Engineer or his authorised agents are fully contractor to the Engineer's satisfaction.

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to comence work is given to the contractor. The work shall throughout 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 1/2 percent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper date. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed one-half of the work before one-half of such time elapsed and three-fourths of the work, before three fourths of such time has elapsed in the event of the contractor failing to employ with this condition I shall be liable to pay as compensation an amount equal to 1/2 percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions the clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3 - In any case which under any clause or clauses of or this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (where paid in the sum or deducted by instalments) the Executive Engineer on behalf on the Government shall have been powered to adopt any of the following courses which he may deem best suited to the interest of Government:-

(a) To rescind the contract (of which rescind notice in writing shall be given under the hand of the Executive Engineer shall be given) and the security deposit of the contractor shall be absolutely at the disposal of Government.

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MANAGING DIRECTOR

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कार्य प्रमण्डल, इलसिंहसराय

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Engineer-in-charge shall be final and conclusive against the contractor), and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part of the work of the contractor as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be born and paid by the original contractor and made be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement, or made advances on account of or with a view to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, contractor shall not be entitled to recover or be paid any sum for any work 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 values so certified.

Clause 4 :- In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute waiver of the conditions here and such power shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested in him under the preceding clause he may if so desires, take possession of all or any tools, plants, materials and store, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be for the execution of the work or any part thereof or paying or allowing for the same in the contract at the account rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or his clerk of the work, foreman or other authorised agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event to the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractor expense or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 2.

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

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

Extension of time

Manoj Kumar
MANAGING DIRECTOR

Signature

Signature

24.4.25
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गण्डोल दलमिर्गंगा

Final certificate

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

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

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% may be necessary to make up the balance of the security. All such intermediate payment to the contractor shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the repaying of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or recreated be considered as an admission of due performance of the contractor, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as so the final settlement or adjustment of the accounts or in any other way vary or affect the contract.

Stores supplied
Government

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

Clause 9:- If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract or (such materials and stores, and the prices to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedule required from time to time to be used by him for the purposes of the contract, only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or there after to become due to the contractor under the contract or otherwise, or against the security deposit, or the proceed of sale thereof, if the same is held in Government funds, the same or sufficient portion thereof in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any accounts be removed from this site of the work and shall at all times be open to

inspections by the Engineer-in-charge. Any such materials unused and in good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

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

Work to be executed
according to specification
drawing other etc

Clause 11 - Engineer-in-charge shall have power to make any alteration in additions to the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender of the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and to the additional work includes any class of work, for which no rates 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 schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge does the rate which in his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contract shall commence work or in our any expenditure in regard thereof before the rate shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of a dispute the decision of the superintending Engineer of the circle will be final.

Alteration in specifications
and designation

Do not invalidate contract

Time in consequence of
alteration

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

Rate for work not in
estimate or schedule of
rates of the district.

Clause 12 - If at any time after the commencement of the work the Government of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawing, design and plan which shall involve any installment of the work as originally contemplated.

Compensation for alter-
ation in specification or
work to be carried out

Clause 12 (a) As contained in G.O. 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 delay by or on behalf of Government in the supply of materials as stores which the Government may have undertaken to supply where such failure is due to

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

In case of such failure in delay in the supply of materials or stores on an application by the contractor within 30 days from the date of such failure or delay, such extension of time shall be granted to the contractor for completion of the work as shall 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 unskilful workmanship or with materials of any inferior description, or by any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the inadvertently passed and certified and paid for, forthwith rectify or remove and re-contract the work so specified in whole or in part as the case may require the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost, and in the event of failing to do so within period to be specified by the Engineer-in-charge in his demand aforesaid the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may certify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense in all respects of the contractor.

Clause 14 - All work under in course of execution or executed in presence of the contractor shall at the times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other time at which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself to be present to receive orders and instruction, or have a responsible agent duly credited in writing present for that purpose orders given to the contractor's agent 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 of 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 and shall not cover up or place beyond the reach of measurement of any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses or in default thereof on payment or allowance shall made for such work on 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 curves, fence enclosure water pipes, cables, drains, electric or telephone poles or wires, trees, grass or grassland or cultivated ground contiguous to 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 whatsoever or any undetected defect appearing in it within three months (six months in the case of a road) after the certificate final or other of its completion shall have been given by the Engineer-in-charge

NOTE: AND CONTRACTOR
SHALL BE LIABLE TO THE
GOVT.

NOTE: TO BE TAKEN BY
CONTRACTOR

Contractor to be present
at the time of the
measurement.

NOTE: TO BE TAKEN
BY CONTRACTOR

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New Delhi
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आमोण कार्य विभाग
पुणे, महाराष्ट्र



Contractor liable for damage done and for inspection 3 months and after certificate

...the contractor shall make the same good at his own expense, or in the case of the Engineer-in-charge may cause the same to be made be good by other workmen and deduct the expense of which time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale thereof, or of a sufficient portion thereof of the security deposit at the contractor shall not be refunded before the expiry of three months (six months in the case of a road-work) after the issue of the certificate final or otherwise of completion of work provided that in the case of a road work in the opinion of the Engineer in charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion

Clause 17 - The contractor shall supply at his own cost all materials (except such special materials) if any as may in accordance with the contract be supplied from the Engineer-in-charge stores) Plants, tools, application, implements, ladders, cordage tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for purpose of satisfying or complying with the requirement of the Engineer in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and 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 in the measurement or examination at any time and from time to time of the work or materials falling 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 lights required to protect the public from accident, and shall be bound to bear to expenses of defence of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply to planter scaffolding etc.

And a fence for damage arising for non-provision of light fencing etc.

Clause 18 :- No female labour shall be employed within the limits of contourment. The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years and shall pay to each labourer for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

Work not to be subject

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

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

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

Contract may be resinded and security deposit forfeited for subletting trades or if contractor become insolvent

कार्यपालक अभियंता
ग्रामीण कार्य विभाग
मुम्बई, महाराष्ट्र

SPINA INFRACON PVT. LTD.
Nantana Kumar
MANAGING DIRECTOR

with payable to the order of
compensation to the order of
the Government without reference to the actual loss or damages sustained and there of
not any damage shall have been sustained.

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

Schedule
Sche
wh

Clause 21 - In the case of a sender 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

Changes in constitution
of firm

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

Work to be under direction
of Superintending Engineer

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

Clause 23 - In case any dispute or difference shall arise between the parties or either of them upon any question relating to the meaning of the specifications, designs drawings and instructions here before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the conditions or any clause or thing there in contained or as to any question, claim, rights of the parties or any matter, or things whatsoever in any way arising out of or relating to the contract designs, drawings specifications, estimates, instruction order of these conditions or otherwise concerning the work or the execution, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof or breach of the contract then either party shall forthwith give to the order notice of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final, conclusive and binding on all the parties.

When estimate

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

When work is
specification

Clause 25 - In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried 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 respects in accordance with the instructions and requirements of the Engineer-in-charge

Definition of work

Clause 26 - The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the work by or virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional

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

Witness

Contractor

(Sign)

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