

(6)

Agreement No - 03 For F-2

BIHAR PUBLIC WORKS DEPARTMENT

Name of Contractor - M/s Arya construction

[Form No. F - 2]

Rate - 0.01%

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rule and Direction for the guidance of Contractors.

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 Office/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 Office/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 completed and delivers his tender.

5. The amount of earnest money to be deposited will be :-

If the amount of the estimate does not exceed Rs. 2,000

Rs/

..... 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 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 here in before mentioned shall be made in Government Treasuries and the challan there of should be enclosed with the tender.

अमित कुमार सिंह

14.09.22
EXECUTIVE ENGINEER
RWD (W) Division
Banks-2

1. XLV - F. No. 61.

I/We hereby tender for the execution for the Government of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of years month for the date of written order to commence and in accordance in all respects.

If several sub-work are included they should be stated in a separate list

MEMORANDUM

(a) Name of work.

Side of cheera Kabristhan to Bhusi

The deposit will be 5% of the estimated cost of the work.

(b) Estimated Cost Rs

(c) Agreement Amount. Rs 65,03,466 = 00

(d) Earnest Money of Rs. - 140055483193/1 Rs 43000 = 00
 140055483226/1 Rs 17000 = 00
 140047245703/4 Rs 30000 = 00
 140047245703/3 Rs 30000 = 00
 140047245703/2 Rs 30000 = 00
 140047245703/1 Rs 36000 = 00
 Total Rs 180,000 = 00

This percentage deduction from bills will be credited to the contractor's security deposit

(e) Initial security deposits (including earnest money) to be deposited before the commencement of the work

(f) Percentage to be deducted from bill Rs. 5% (Rupees five percent)

0.01% deduction from Rs 11

(g) Time required for the work from date of written order to commence

30/8/2022 to

06 months

(h) Date of written order to commence -

(i) Total number of item or work tendered for

अमित कुमार सिंह

14.09.22

Signature

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

Dated the

day of

200

Witness :-

Address :-

Occupation

Signature of contractor
before commission of
tender

Signature of witness to
contractor's signature

The above tender is hereby accepted by me on behalf of Governor of Jharkhand.
Dated the day of 200

Signature of the office.
accepting the tender.

Acceptance communicated on

Signature of the party
taking the tender

CONDITIONS OF CONTRACT

Compensation

Clause 1 :- All compensation or other sums of payable by the contractors to Government under the terms of his contract may be deducted from, paid by the state 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 of 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 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 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 contract or) and the contractor shall pay as compensation an amount equal to $\frac{1}{2}$ 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-fourth of the work, before three fourths of such time has elapsed in the event of the contractor falling to employ with this condition. I shall be liable to pay as compensation an amount equal to $\frac{1}{2}$ 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.

Action when persnle
security deposit
forfeited

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

(a) To rescind the contract (of which rescind notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall start forfeited, and be absolutely at the disposal of Government.

अमित कुमार सिंह

14.09.22
EXECUTIVE ENGINEER
QND (W) Division
Banka-2