Schedule XLV – Form No. – 61

BIHAR PUBLIC WORKS DEPARTMENT

[Form No. F – 2]

ITEM RATE TENDER AND CONTRACT FOR WORKS

Name Of Contractor: – M/s Jyoti Vandana Construction Pvt. Ltd
At- Raghunathpur P.O- Motihari,
Dist- East Champaran

Name of Work: – Construction Of Diversion (M/R 3054) New Main. Policy-18

Agreement Value: – Rs. 548744.00 (Five lakh forty eight thousand seven hundred forty four only)

Agreement No :- 19 F2/2025-26

Executive Engineer
R.W.D. (W) Division
Motihari
28.08.25

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 there of or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-authorizing 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 :-

	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 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.

7. The Engineer or his duly authorized 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 a

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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 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 falls 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 refundable 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 treasury and shall forward the challan to the Executive Engineer, Government securities may be enclosed 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% to the estimated value of the work & towards this amount the earnest money already deposited by him shall be credited. 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 signature witnessed. He shall then if he is competent, to accept the tender, sign the acceptance of the tender, of, if he is not so competent shall send the form for signature of the acceptance of the officer competent to accept it.

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Tender For Works

I/We heredy tender for the execution for the Governor of Bihar of the work specified in the underwritten memorandum at the rates specified therein within a period of years month from the data of written order to commence and in accordance in all respects with the specification designs, drawing, and other documents referred to rule hereof and subject to the annexed conditions of contract and with such materials as are provided for by and in other respects in accordance with, such conditions so for as applicable.

Memorandum

(a) If several sub-work are Detained in a separate list

[A] **Name of Work :-** **Construction Of Diversion**

[B] **Estimated cost:-** **Rs. 548744.00 (Five lakh forty eight thousand seven hundred forty four only)**

(b) This deposit will be 5% of the estimated cost of the work.

[C] **Earnest money:-** **Rs. 30000.00(Thirty thousand only)**

(c) This percentage deduction from bills will be credited to the contractors security deposit.

[D] Initial security deposits (including earnest money) to be deposited befor the commencement of the work.....

[E] Percentage to be deducted from bills Rs. 5% (Rupees five percent)

[F] Time required for the work from date of written order to commence ..... monthly.

[g] Date of written other to commence

[h] Total number of item of work tendered for

Item No.	Item of work		RATE TENDERED		Per
			In figures	In words	
1	Construction of embankment with approved material obtained from borrow pits with a lift upto 1.5 m, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per Technical Specification Clause 301.5	518.85	213.15	110590.67	Cum
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. GRADING - II	129.00	2628.41	339065.16	Cum
	CONSTRUCTION COST -			449655.83	
	ADD LABOUR CESS @ 1%			4496.56	
	ADD GST @ 18%			10662.51	

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	SEIGNIORAGE FEE			83929.11	
	TOTAL CONSTRUCTION COST (A) -			548744.01	

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 for 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. accenting 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 ½ 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 ½ 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.

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R.W.D. (W) Division
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548744.01	

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Action when persnle security deposit forcited

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.

(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 construction 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 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 there of, 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 value so certified.

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

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 there of shall not contitury walver 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 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 there of 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 falling 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.

Extension of time

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

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other ground other than those mentioned in clause 12(a) he shall apply in writing to Executive Engineer within 40 days from the date of starting of the hindrance on account of which be desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown there of 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.

Final certificate

Clause 6 :- On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hearing after called the Engineer-in-charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete under 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, a 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 the 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, expect for any sum actually realised by the sale there of.

Payment of in terms date certificate of 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 for 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 at 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 preside the reputing of bad, unsound and imperfect or unskilled 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.

Clause 8 :- The final bell 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 with in the month of the date fixed for completion of the work.

Stores supplied government

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 be 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 or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedule require form 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 or from the security deposit, or the proceed of sale there of, if the same is held in Government security 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 he removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in correctly 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.

Work to be executed accordance with specification drawing other etc.

Clause 10 :- The contractor shall executive 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 entitle to access at such office, for the purpose of inspection during office hours, and the contractors 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.

Alteration in specifications and designation.

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 for completion of the work shall be extended in the proportion that the additional 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 contractor then such class of work shall be carried out at the rates entered in the sanctioned scheduled 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 rates 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 expenditure in regard thereof before the rate shall have been determine 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.

Do not in validate 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 other following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and the contractor or shall not be entitled to any payment in respect of such additional work if be other submit his claim within date aforesaid period.

Rate of work no in estimate or schedule of rates of the district.

Compensation for alteration in or restriction of work to be carried out.

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 execution to 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 alternation having been made in the original specification, drawing, designs and

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instruction which shall involve any installment of the works as originally contemplated clause 12 (a).
As enclosed 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 undertaking 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 appears 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 finally by the contractor.

Action and compensation payable in case of work

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 skillful 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 at otherwise not in accordance with the contract, the contractor shall on demand in writing form the Engineer-in-charge specifying the inadvertaly passed certified and paid for, forthwith rectify or remove and re-contract the work so specified in whole or in part as the case may remove 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 son within period to be specified by the Engineer-in-charge in his demand aforesaid the contractor shall be laible 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.

Work to be taken to inspection

Clause 14 :- All work under in course of execution or executed in presence of the contractor shall at the times to 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 contractors agent all shall be considered to have the same force as if they had been given to the contract himself.

Contractor or responsible Agents to be present

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 there of the 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 contractors expenses or in default there on payment or allowance shall made for such work on material with which the same was effected.

Notice to be taken before work covered up.

Clause 16 :- If the contractor or his work-people, or servants shall break, deface injury 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 posts or wires, trees, grass or grassland or cultivated ground contiguous 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 whatsoever or any imperfection become apparent in if within three months (six months in the case of a road-work) after a certificate final or other of its completion shall have been given by the Engineer-in-charge.

Contractor liable for damage done and for

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 be good by other worksmen and deduct the

expense of which time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale there of, or of a sufficient portion there 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 if 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.

imperfection a months and after certificate

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 by supplied from the Engineer-in-charge's stores). Plants, tools, application, implements, ladders, cordage jackal scaffolding and temporary works requisites 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 form 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 form time to time of the work or 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 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 plantiudder scaffolding

And is liable for damage arising for non-provision of light fencing etc.

Clause 18 :- No female labour shall be employed within the limits of cantonment. 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 labour for the work done by such labourer wages not less than the wages paid by similar work in the neighborhood.

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 labouer for the work done by such labour 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 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 bride, gratuity, gift loan, requisite, reward or advantage pecunairy 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 ensure as if the contract had been rescinded under clause 3 here of, in addition the contractor shall not entitled to recover or be paid to any work therefore actually performed the under the contract.

Contract may be rescinded and security deposit forfeited for subletting bribes or if contractor become insolvent

Such payable by way of compensation to be considered reasonable compensation without reference to actual loss

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.

Clause 21 :- In the case of a sender by partners, any change in the constitution of the firm

M/s Jyoti Vandana Construction Company

Partner

28/8/25

Executive Engineer
R.W.D. (W) Division
Motihari

shall be forthwith notified by the contractor to the Engineer-in-charge of this information.

Charges 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 ensure 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 contractor.

Works 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 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 there upon any question relating to the meaning of the specifications, designs, drawing 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 of alter the completion or abondment thereof or as the breach of those contract then entire 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.

Lump sum in 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 pay able to him under the provision of this clause.

Action where no 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 works

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 constructed 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 ..... certify ..... clearly understand them.

Witness

Contractor

28/8/25
Executive Engineer
R.W.D. (W) Division
Motihari
28.08.25

अधीक्षण अभियंता का कार्यालय
ग्रामीण कार्य विभाग, कार्य अंचल, मोतिहारी

मोतिहारी / दिनांक 27.12.2024

पत्रांक– 1764 अनु0

प्रेषक,

अधीक्षण अभियंता
ग्रामीण कार्य विभाग,
कार्य अंचल, मोतिहारी।

सेवा में,

कार्यपालक अभियंता
ग्रामीण कार्य विभाग,
कार्य प्रमण्डल मोतिहारी।

विषय :– माननीय मुख्यमंत्री, बिहार, सरकार के प्रगति यात्रा के अवसर पर कार्य प्रमण्डल मोतिहारी अन्तर्गत **Diversion** निर्माण हेतु प्राप्त कोटेशन के संबंध में।

प्रसंग:– आपका पत्रांक–2904 अनु0 दिनांक– 31.012.2025

महाशय ,

उपर्युक्त विषयक प्रासंगिक पत्र द्वारा प्राप्त कार्य प्रमण्डल मोतिहारी अन्तर्गत तुरकौलिया प्रखण्ड में माननीय मुख्यमंत्री, बिहार, सरकार के प्रगति यात्रा के अवसर पर कार्यक्रम स्थल के आगे (पुलिया के आगे) कारकेड के यू टर्न हेतु Diversion निर्माण का प्राप्त कोटेशन में न्यूनतम कोटेशनदाता M/s Jyoti Vandana Construction Co. Vill.- Raghunathpur, PO- Motihari, East Champaran द्वारा उद्दृत दर पर सामग्री आपूर्ती का आदेश दिया जाता है।

विश्वासभाजन

अनु0–यथोक्त।

27/12/2024

अधीक्षण अभियन्ता,
ग्रामीण कार्य विभाग,
कार्य अंचल, मोतिहारी।
27/12/24

M/s Jyoti Vandana Construction Company

Partner

कार्यपालक अभियंता का कार्यालय
ग्रामीण कार्य विभाग,कार्य प्रमंडल मोतिहारी।

पत्रांक .....29.04.(अनु०) दिनांक 31/12/2024

प्रेषक,

कार्यपालक अभियंता,
ग्रामीण कार्य विभाग,
कार्य प्रमंडल मोतिहारी।

सेवा में,

अधीक्षण अभियंता
ग्रामीण कार्य विभाग,
कार्य अंचल मोतिहारी।

विषयः– माननीय मुख्यमंत्री बिहार के प्रगति यात्रा के अवसर पर कार्यक्रम स्थल के आगे(पुलिया के आगे) कारकेड के यू (U) टर्न हेतु Diversion निर्माण हेतु कोटेशन का तुलनात्मक विवरणी समर्पित करने के संबंध में।

महाशय्

उपर्युक्त विषयक के आलोक में कहना है कि इस प्रमंडल के अधीन माननीय मुख्यमंत्री बिहार के प्रगति यात्रा के अवसर पर कार्यक्रम स्थल के आगे(पुलिया के आगे) कारकेड के यू (U) टर्न हेतु Diversion निर्माण हेतु हेतु पथ के लिए कोटेशन का तुलनात्मक विवरणी तैयार कर आवश्यक कार्रवाई हेतु समर्पित किया जा रहा है।

अनु0यथोक्त।

विश्वासभाजन,

27/12/24

कार्यपालक अभियंता,
ग्रामीण कार्य विभाग,
कार्य प्रमंडल, मोतिहारी।

M/s Jyoti Vandana Construction Company

Partner

Comperative Statement

NAME OF ROAD - CONSTRUCTION OF DIVERSION

BLOCK - TURKAULIYA

DIVISION - R.W.D. WORKS DIVISION, MOTIHARI.

LENGTH OF ROAD - 86 M

DISTRICT - EAST CHAMPARAN

Sl.NO.	Paper Required	Abhishek Kumar At- New Chandmari P.O- Motihari, Dist- East Champaran	M/s Jyoti Vandana Construction Co. Vill- Raghunathpur P.O- Motihari, Dist- East Champaran	Ramesh Kumar At- New Chandmari P.O- Motihari, Dist- East Champaran
	Registration	Attached	Attached	Attached
	PAN No	Attached	Attached	Attached
	GST	Attached	Attached	Attached
	Character Certificate	Attached	Attached	Attached
	E.P.F.	Attached	Attached	Attached

Sl.NO.	ITEM OF WORK	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
1	Construction of embankment with approved material obtained from borrow pits with a lift upto 1.5 m, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per Technical Specification Clause 301.5	518.85	Cum	214.58	111334.01	213.15	110590.67	215.43	111777.79
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	129.00	Cum	2646.08	341344.19	2628.41	339065.16	2656.63	342704.80
	CONSTRUCTION COST -				452678.19		449655.83		454482.59
3	ADD LABOUR CESS @ 1%	1	Rs.		4526.78		4496.56		4544.83
4	SEIGNIORAGE FEE	1	Rs.		10662.51		10662.51		10662.51
5	ADD GST @ 18%	1	Rs.		83929.11		83929.11		83929.11
	TOTAL CONSTRUCTION COST (A) -				551796.60		548744.01		553619.04

Lowest Rate Quoted by M/S Jyoti Vandana CO is Recommended for Approval

27/12/24
J.E.

Sr.Divisional Accounts Officer
R.W.D. (W) Division, Motihari

Lowest Rate Quoted by M/S Jyoti Vandana CO is Recommended for Approval

27/12/24
AE

Executive Engineer
R.W.D. (W) Division Motihari.

Approved

27/12/2024

Superintending Engineer
R.W.D. (W) Circle, Motihari

M/s Jyoti Vandana Construction Company

कार्यपालक अभियंता का कार्यालय
ग्रामीण कार्य विभाग,कार्य प्रमंडल मोतिहारी।
अति– अल्पकालिन कोटेशन आमंत्रण सूचना संख्या– 02/2024–25

जिलाधिकारी, पूर्वी चम्पारण मोतिहारी के पत्रांक 4298 दिनांक 22.12.2024 एव विभागीय निर्देशानुसार ग्रामीण कार्य विभाग, कार्य प्रमंडल मोतिहारी के तुरकौलिया प्रखंड अन्तर्गत माननीय मुख्यमंत्री बिहार के प्रगति यात्रा के अवसर पर कार्यक्रम स्थल के आगे(पुलिया के आगे) कारकेड के यू (U) टर्न हेतु Diversion निर्माण का (Initial Rectification with Surface Renewal) शीर्ष नई अनुरक्षण नीति–2018 योजना अन्तर्गत कराने का आदेश प्राप्त हुआ है।

ग्रामीण कार्य विभाग, बिहार सरकार के उक्त आदेश के आलोक में ग्रामीण कार्य विभाग, कार्य प्रमंडल मोतिहारी द्वारा निम्नाकित कार्यो जिनसे संबंधित विवरणी निम्नांकित है कि क्रम में ग्रामीण कार्य विभाग, बिहार सरकार में पूर्व से निबंधित सक्षम संवेदकों/आपुर्तिकर्त्ता से कार्य को पूर्ण कराने हेतु कोटेशन आमंत्रित किया जाता है। कार्यादेश प्राप्त होने के पश्चात तीन दिनों के अन्दर कार्य प्रारंभ करना होगा एवं 03 दिनों के अन्दर कार्य समाप्त करना होगा। कोटेशन आमंत्रण सूचना एवं इससे संबंधित आदेश बिना कारण बताये रद्द या स्थगित करने का अधिकार अधोहस्ताक्षरी को सुरक्षित रहेगा। कोटेशन देने वाले संवेदक/आपूर्तिकर्त्ता कार्य कि स्थिति के संबंध में पूर्ण रूपेण स्थल जॉच करने के पश्चात अपनी सक्षमता के अनुरूप निदृष्ट कार्य हेतु अपना Quotation Finished Item Rate Basis पर कार्य हेतु अपना दर उद्धृत करेंगे।

क्र0सं0	प्रखंड	पथ का नाम
1	तुरकौलिया	माननीय मुख्यमंत्री बिहार के प्रगति यात्रा के अवसर पर कार्यक्रम स्थल के आगे(पुलिया के आगे) कारकेड के यू (U) टर्न हेतु Diversion निर्माण

1. **कोटेशन प्राप्ति की तिथि, समय एवं स्थान :–** दिनांक 12.12.2024 से 24.12.2024 को पूर्वाहन 11:00 बजे से अपराह्न 3:00 बजे तक, कार्य प्रमंडल, मोतिहारी कार्यालय में।
2. **कोटेशन खोलने की तिथि, समय एवं स्थान :–** दिनांक 24.12.2024 को अपराह्न 3:30 बजे, कार्य प्रमंडल, मोतिहारी कार्यालय में।

कार्य की विवरणी इस प्रकार है।

Sl.No.	Item Of Work	Quantity	Unit	Rate/unit	Quoted rate by Contractor/ Supplier (inclusive of all taxes
1	Construction of embankment with approved material obtained from borrow pits with a lift upto 1.5 m, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per Technical Specification Clause 301.5	518.85	Cum		

M/s Jyoti Vandana Construction Company

Partner

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. GRADING - II	129.00	Cum		

1. कार्य के लिए विभाग द्वारा कोई भी सामाग्री या श्रम बल उपलब्ध नहीं कराया जायेगा किन्तु करवाये गये कार्य की गुणवत्ता जॉच विभागीय/तृतीय पक्ष/स्वंय के स्तर से भी की जायेगी एवं पथ का कार्य Specification for road, MORD/ MORTH Standard Data Book में उल्लेखित विशिष्टताओं के अनुरूप ही मान्य होगा।
2. कोटेशन दाता को ग्रामीण कार्य विभाग के अन्तर्गत निबंधन होना अनिवार्य होगा।
3. कोटेशन दाता का PAN No एवं GST Clearance अनिवार्य होगा।
4. आचरण प्रमाण पत्र सक्षम प्राधिकार द्वारा निर्गत होना चाहिए।
5. E.P.F. अनिवार्य होगा।
6. अधोहस्ताक्षरी को किसी भी उद्धरण को असामान्य पाए जाने पर बिना कारण बताए कोटेशन को रद्द करने का अधिकार होगा।
7. कोटेशन दो लिफाफा में जमा करना होगा।प्रथम लिफाफा में तकनीकी रूप से योग्य संबंधी कागजात रहेगा।
8. दूसरे लिफाफा में कोटेशन का दर उद्धत रहेगा। तकनीकी रूप से योग्य होने के उपरान्त ही कोटेशन दर वाला लिफाफा खोला जाएगा।
9. कोटेशन दाता को शपथ पत्र देना अनिवार्य होगा कि प्रथम लिफाफा में दिए गए सभी कागजात सही है एवं गलत पाए जाने पर निबंधन नियमावली के तहत कार्रवाई की जाएगी।
10. टूल्स एवं प्लान्ट संबंधित सभी कागजात एवं अभियंता संबंधी कागजात संलग्न करना अनिवार्य होगा।

प्रत्येक उद्धरणदाता पथ निर्माण विभाग के अधिसूचना सं0 –1725(S) दिनांक 18.02.2019 एवं वित्त विभाग के संकल्प सं0–3758 दिनांक 31.05.2017 को उद्धरण देने के पूर्व पढ़ लेंगे। उक्त दोनो पत्रांक का अक्षरस पालन करना होगा।

शर्त्तः– 1. विभाग द्वारा आवंटन प्राप्त होने के उपरान्त ही भुगतान किया जाएगा।
2. विभाग द्वारा स्वीकृत दर ही मान्य होगा।

22/12/24

कार्यपालक अभियंता,
ग्रामीण कार्य विभाग,
कार्य प्रमण्डल,मोतिहारी।

M/s Jyoti Vandana Construction Company

Partner

कार्यपालक अभियंता का कार्यालय
ग्रामीण कार्य विभाग, कार्य प्रमण्डल, मोतिहारी।

पत्रांक 2118 / दिनांक 28/8/25

प्रेषक,

कार्यपालक अभियंता,
ग्रामीण कार्य विभाग,
कार्य प्रमंडल मोतिहारी।

सेवा में,

पोस्टमास्टर
मोतिहारी, एच0ओ0।

विषय – एन0 एस0 सी0 /टी0 डी0 पास बुक सत्यापन के सम्बंध में ।

महाशय,

उपर्युक्त विषय के सम्बंध में कहना है कि संवेदक **M/s Jyoti Vandan Construction Co.** के द्वारा **PMGSY** एवं **M/R 3054** के एकरारनामा में निम्नलिखित NSC आपके डाक घर से निर्गत अधोहस्ताक्षरी के पदनाम से प्रतिज्ञित करा कर दिया गया है। उक्त NSC की राशि का सत्यापन करवा कर अधोहस्ताक्षरी को सूचित किया जाए।

क्रम सं0	एन0 एस0 सी0 पंजीयन सं0/ पास बुकखाता सं0	वैधता तिथि	संख्या	राशि
1	2		3	4
1	020002859485	30.01.2026	10000 x 1	10000.00
2	020153573970	21.03.2030	20000 x 1	20000.00
3	020010247366	09.04.2026	100000 x 1	100000.00
			Total	**130000.00**

Dy. Postmaster (HSG-I)
Motihari Head Post Office
PIN-845401

विश्वासभाजन

for Ram 28/8/25

कार्यपालक अभियंता
ग्रामीण कार्य विभाग,
कार्य प्रमंडल, मोतिहारी।