



Bihar State Milk Co-Operative Federation Ltd.

DAIRY DEVELOPMENT COMPLEX, P.O. - BIHAR VETERINARY COLLEGE, PATNA-800014 (BIHAR)

E-Mail: engineeringcomfedpatna@gmail.com, Website: www.sudha.coop

Notice Inviting Tender

(Though e-tendering mode only on website- www.eproc2.bihar.gov.in)

NIT No.: Comfed:Engg: 8041

Date : 11/ 06/2026

- 1.0 Name & address of advertiser** : Managing Director,
Bihar State Milk cooperative Federation Ltd.(COMFED),
Dairy Development Complex,
P.O. – B.V. College, Patna – 800014.
- 2.0 Bid submission Start Date** : From 16.06.2026 (Tuesday) through above website.
- 3.0 Date & time of pre bid meeting** : 22.06.2026 (Monday) at 11.00 AM at COMFED HQ,
Dairy Development Complex,
P.O. – B.V. College, Patna-800014.
- 4.0 Bid submission End date & time by the bidders** : 06.07.2026 (Monday) up to 17.00 Hours on
www.eproc2.bihar.gov.in
- 5.0 Physical document submission End Date & Time as allowed in the tender Document.** : 08.07.2026 (Wednesday) up to 15.00 Hours at
COMFED HQ, Dairy Development Complex,
P.O. – B.V. College, Patna-800014.
- 6.0 Date, time & place of opening of Techno commercial bid (Bid Part 1)** : 08.07.2026 (Wednesday) up to 15.30 Hours on
www.eproc2.bihar.gov.in
- 7.0 Date & time of opening of price bid** : Date & time will be communicated later subsequent
to approval of techno commercial bid.
Place - **www.eproc2.bihar.gov.in**
- 8.0 Validity** : 90 Days (Ninety days)
- 9.0 Details of work :**

Sl. No	Name of the work/item	Estimated Cost	Cost of tender document fees to be paid through online	Earnest money to be deposited.	Bid processing fees to be paid through online (Non refundable)	Completion Period.
01	Civil construction of BMC Building and Boundary wall at Chitrakoli Rajauli District Nawada Under Nalanda Dairy Project, Biharsharif	Rs. 1,17,77,627.00	Rs. 10,000.00	Rs. 2,35,600.00	As per Eproc2 website	09 (Nine) Months

- 10.0** For participation in the above e- tender process the bidders are required to get themselves registered as per details given at www.eproc2.bihar.gov.in so that the user ID, Password and digital signatures are issued to them.
- 11.0** Tender Document can be seen and purchased on web site www.eproc2.bihar.gov.in. Any modification/amendment in tender will be notified on e-portal.
- 12.0** The undersigned reserves the right to reject any or all tenders without assigning any reason.

AGM (Engg)



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13. Project scope & work

To undertake the Construction of Dairy/Allied civil works which mainly includes foundation/ R.C.C. Work/ Brick Work/ Water supply & sanitary fittings/ Electrification/and other related & specific work.

14. Bid Validity: 90 Days.

15. Any Contractor registered with the Central Government/any State Government of any PSU or an agency of international or national repute may participate in the tender but registration with the Comfed, Bihar will be essential after issue of L.O.A and before executing the agreement.

16. Detailed NIT can be seen on web site www.sudha.coop or www.eproc2.bihar.gov.in or on the notice board of the office of the undersigned.

17. For participating in the above E-Tendering process, the contractors shall have to get themselves registered with the service provider so that user ID, password and Digital Signature are issued, to them. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in E-Tender, For this, intending bidders may contact E-procurement **Bihar State Electronic Development Co-operative Ltd, (Beltron), Beltron Bhavan Shastri Nagar, Patna-800023, Telephone No 0612- 2281856 / 2284745**

18. The undersigned reserves the right to extend or cancel the tender/tenders at any time without assigning any reason thereof, No cost what so ever shall be claimed on such account by the bidder.

19. For any information/complaints, may be contacted to Office of the M.D. Comfed, Patna.

20. Earnest money in any form as prescribed in rule 161 of the revised PWD code and duly endorsed/pledged to **Bihar State Milk Co-operative Federation Ltd.**, payable at Patna, can be in any other following shapes or combination thereof :-

(a) To be paid through e-payment mode only i.e. Internet payment gateway, (Credit/Debit Card), Net Banking, NEFT/RTGS at EPROC2 portal.

OR

(b) Fixed Deposit receipt of Nationalized/ Bank and valid for 180 days after last date of receipt of tender.

(c) One, two or three years Post Office time deposit.

(d) NSC issued within the State of Bihar.

The above instrument(s) shall remain valid for the minimum period of 180 days after date of receipt of tender

21.(a) **Bid processing fee** will be deposited by the bidder before uploading the tender document through **online mode** only ie. internet payment gateway (Credit/debit card) Net Banking, NEFT, RTGS and scanned copy of the receipt must be submitted along with Bid through e-procurement portal www.eproc2.bihar.gov.in before the date and time specified in NIT.

(b) **Cost of B.O.Q.**—BOQ cost as mentioned is mandatory to be paid through e-payment mode only i.e. Internet payment gateway, (Credit/Debit Card), Net Banking, NEFT/RTGS on EPROC2 portal (Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/Corrigendum. He shall also upload details of the instrument(s) including amount, date, serial no, Bank on which drawn. Scanned copy of must be submitted along with Bid through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in NIT.

(c) **Earnest Money Deposited (EMD)** paid for described in clause 19 above to be uploaded along with the tender documents (To be paid through e-payment mode only i.e. Internet payment gateway, (Credit/Debit Card), Net Banking, NEFT/RTGS at EPROC2 portal) and the original hard copy of the EMD should be submitted in the tendering authority office. It should be sent through registered post or courier before given in N.I.T. He shall also upload details of the instrument (s) including amount, date, serial no, bank on which drawn, office in favour of whom it is drawn/pledge and the place where they are payable.



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22. Bidders/Contractors can access tender documents on the website and must fill them and submit the completed tender documents in electronic form on the website itself; Bidders/Contractors shall upload scanned copies of all required papers, DD and certificates as required in the eligibility criteria. All the uploaded documents shall have the signature of bidder or their authorized signatories. The scanned copies should be of the original papers and certificates.
23. Corrigendum/ Addendum, if any will be published on the website itself.
24. Tenderers will have to declare by Affidavit that they have not been declared defaulter or blacklisted by any state Government/ central Government/ public Undertaking and scanned copy must be submitted along with Bid through e-Procurement portal www.eporc2.bihar.gov.in before the date and time specified in NIT. If such affidavit is subsequently found to be false, their tender shall not be considered and further legal action shall be initiated. Tenderers also upload an affidavit to the effect that they are not ineligible to participate in the tender.
25. For any information/complaints the departmental helpline (0612-2220387) may be contacted.
26. Before uploading tenders, bidders are advised to go through General Conditions, special Conditions and the conditions of the "Bihar Public Works Department Form no. F2 based rules, circulars and direction.
27. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of Download ability/visibility of the scanned & uploaded file by them.
28. No claim shall be entertained on account of disruption of internet service being used by bidders; Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
29. Bids along with necessary online/Offline payment's details must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT and the original hardcopy of D.D / NSC. and TD etc. should be submitted in the tendering authority office within specified period in NIT. The department does not take any responsibility for the delay /Non Submission of Tender/Non Reconciliation of online payment caused due to none availability of internet connection, network traffic / holidays or any other reason."
- 30 Bidders must upload scanned copy of PAN, VAT/ GST registration, Labour license with bid through e-procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT.
- 31 **Civil contractors who are registered with the COMFED, are not required to submit experience certificate under clause of eligibility criteria up to the estimated cost of Rs. 50.00 Lakhs (Rupees Fifty Lakhs only.)**

The undersigned reserves the right to reject any or all tenders without assigning any reason.

AGM (Engg.)



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BIHAR STATE MILK CO-OPERATIVE FEDERATION LIMITED

Part- I (Tech. & Commercial.)

TENDER PROFORMA

(Scanned copy duly filled & signed to be uploaded on www.eproc2.bihar.gov.in)

1. Name & full address of the Tenderer:-

(a) Correspondence address:

(b) Permanent address with mobile no.

2. Name of Tenderer :-

3. Name of the work for which tender submitted:-

4. Tender Notice no. with due date:-

5. Time of completion:-

6. Validity of the Tender:

(It should be till finalization of tender)

7. Amount of Earnest Money deposited in shape of Bank draft, (Issued from Nationalised Bank), 5 years NSC, 5 years T.D.

8. Up to date Character certificate granted by D.M. / S. P.:- Yes/ No

9. Up to date labour license certificate: Yes/ No.
(Up to date renewal validity)

10. Experience certificate & performance report: - Yes/ No
For Comfed registered contractor - Mention registration No. with date.

11. List of Tools and plants, if any shall be submitted along with Yes/ No.
Technical and Commercial
Part- I As required in work.)

12. Evidence of financial soundness: Yes/ No.

13. Photo copy of registration and deed of the firms Yes/ No.
And power of attorney to sign the tender documents:

Signature of contractor :-



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GENERAL CONDITIONS OF CONTRACT

1. All relevant ISI, PWD and Irrigation specifications will be allowed during course of work.
2. The contractors will be responsible for providing medical facilities, accommodation, drinking water and other amenities to the worker employed by them at the site as per requirement of the labour at their own cost.
3. The quantities of work given in the bill of quantities may increase or decrease in quantities or elimination of items tendered.
4. The Contractor will have to maintain at site a bound inspection book. Any extra item ordered by the Engineer-in-charge and the day to day instruction regarding the work shall be entered in that book.
5. No claim for idle labour under any circumstances will be entertained by the department.
6. The Contractor or his authorized agent shall always be present at site while the work is in progress and at the time of measurement. Payment will be made in running account system for continuous nature of work.
7. The bill will be submitted by the Contractor once in a month for substantial quantity of work done. The COMFED is not bound to make monthly payment for works considerably lower than warranted by the proportionate time.
8. All existing labour laws and regulations shall have to be followed by the contractors. The Tenderers have to submit a photo copy of Labour license under contract labour (Regulation & abolition) Act 1970 along with the tender.
9. Conditional tender shall not be acceptable in the COMFED.
10. All prevalent rules including minimum wages act revised from time to time will be binding upon the contractor and all the relevant labour laws shall have to be observed by them strictly.
11. The contractor will have to maintain necessary records regarding payment of minimum wages of the labourers and exhibit before the officials of labour department and Company as and when so required by them.
12. In case of any dispute, the decision of the Managing Director, COMFED will be final and binding.
13. The work will be carried out in protected area. Hence all the rules and regulation of the department which are enforced from time to time shall have to be followed.
14. Before submission of the tender, the tenderers shall acquaint themselves with the site conditions so that they may get an idea of the working conditions and incorporate all exigencies and cost effect in the quoted rates.
15. The contractor will have to co-ordinate their work with other agencies working in the area and no claim for delay in work due to idle labour on any account will be entertained. Tenderer must deposit the required Earnest Money as mentioned in the tender notice in the shape of Bank draft of any Nationalised Bank payable at Patna and drawn in the favour of



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Bihar State Co- Operative Milk Federation Ltd., 5 yrs. NSC or 5 yrs. term deposit, No adjustment of pending dues lying with the department in any shape will be made towards earnest money. Earnest Money is not acceptable by Cheque. Tender without the requisite Earnest Money will not be considered valid and hence it may be rejected.

16. Sales Tax Certificate and Experience Certificates for similar nature of works done previously, must accompany the tender otherwise the tender shall be liable for rejection. Bank Certificate or Statement submitted by the Tenderers in support of their financial soundness should not more than six months. Before submission of tender.
17. The competent authority reserves the right to distribute the work to one or more than one tenderer or reject any or all the tender without assigning any reasons thereof.
18. Permanent address for correspondence along with mobile no. should be furnished in tender Documents. The Rates may be quoted in percentage above, below or estimated cost both in words and in figures.
19. The contract shall be eventually drawn on F2 Form. General and Special Conditions of contract shall be read with the terms and conditions laid down in F2 Form, but for anything mentioned to the contrary in F2 Form, provision laid down in General Conditions of contract/special conditions of contract shall prevail.
20. Tenderers should satisfy that the statements submitted along with the tender documents are correct and complete in every respect. Any inaccuracy detected later on shall be liable to be proceeded against him.
21. **FORCE MAJEURE:-**
 - (i) If during the continuance of the contract either of the parties or both are prevented from fulfilling the obligation under the contract due to force measure such as fire, act of natural war, Military operation or such other circumstances beyond the control of the party, the date of fulfilment of their obligations shall be extended in proportion to the time during which such circumstances prevail.
 - (ii) The party affected by the force majeure detailed above shall immediately notify in writing the other party, in the beginning of such circumstances as also the cessation thereof.
 - (iii) In case of force majeure as detailed above the parties shall immediately meet for consultation and shall work out the measures to be taken.
22. In super session of the clause in F-2 contract in respect of arbitration the jurisdiction of M.D. Comfed, Patna to decide any differences / dispute / claims for and against by the contractor arising out of this contract.
23. Monthly progress report of the work will be submitted by the Contractor to the I/c Engineer COMFED, Patna for the works being executed directly under control of COMFED.
24. Tender may be rejected if the rate quoted in price part is more than above 10% or more than below 10% of the estimated rate.

Signature of the tenderer



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SPECIAL CONDITIONS OF CONTRACT

SECURITY MONEY:-

1. The contractor shall have to deposit 10% of the contract value as security Deposit, 5% being the initial security, which shall have to be furnished in shape of Demand Draft, 5 yrs. NSC / 5 Yrs. T.D (duly pledged in favour of The Bihar State Co-operative Milk Producers Federation Limited, Patna. at the time of execution of agreement within indicated time in letter of intent or work order. In case of successful tenderer, the amount of earnest Money @ 2% to be deposited at the time of tender will be adjusted toward 5% Security deposit. The balance 5% shall be recovered from the running account bills.
2. Idle charges:- No charges for idle men, machine, plant and equipment will be allowed to the agency for some reason or the other beyond the control of the department.
3. Maintenance period and Refund of Security: - Maintenance period will be counted from the date of completion of the work. The period will be One Year, thereafter Security will be returned after getting a certificate from the Engineer-in-charge that the work has been done as per drawing and specification and there is no due with the contractor in any shape.
4. Extra work:- Any extra work done by the contractor will be paid as per schedule of rates prevalent in that area or if no such rates exists in the schedule, the rates to be mutually agreed upon before taking up the extra works as per analysis by the Engineer-in-charge Before taking the work of extra item, it must be got approved by the competent authority to avoid subsequent dispute and delay in decision.
5. Date of commencement: - The date of commencement of work will be considered from the date of issue of work order given to the contractor in writing.
6. Variation in quantities of work: - The quantity indicated in the bill of quantity for item of work may increase or decrease/ elimination of item of work.
7. Liquidated Damage: - For any delay in completion of work liquidated damages will be charged as per relevant clause of F2 Agreement.
8. Monthly payment: - The contractor shall submit monthly bill for work done to the E/I, and the department will make monthly payment to the contractor after checking of bill provided the fund is available, No interests will be paid in case of delay in any payments but delay in payment shall entitle the contractor for consequential extension of time.
9. In case, if there would be same rate for more "than one lowest tenderers, in that case the work would be awarded to one of the lowest tenderer amongst them on the basis of "Draw of Lots" only.
10. The contractor is not allowed to sublet the work without written permission of the competent authority. Violation of this would invite cancellation of the Agreement and forfeiture of Earnest Money and Security deposit besides other penal actions as deemed fit.



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Eligibility Criteria

1. Experience of having successfully completed similar works during last 5 (Five) years ending last day of month previous to the one in which N.I.T's are invited should be either of the following:-
 - (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost,
Or
 - (b) Two similar completed works costing not less than amount equal to 50% of the estimated cost,
Or
 - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
2. Annual financial Turnover of last 05 (Five) years (At least Annual Turnover of 03 (three) year should be audited by chartered Accountant) shall be uploaded. Annual turnover in each of the last three year should not be less than the estimated cost.
3. Registration certificate of contractor having registration with central Government/any State government/ any PSU/ COMFED must be uploaded.
4. Copy of PAN, GST registration certificate, labour license & certificate must be uploaded.



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[Form No. F – 2]

PERCENTAGE 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 Managing Director COMFED. 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 Engineer In charge shall also be open for inspection by the contractor at the office of the Engineer-in-charge 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 COMFED and their issue rates shall be filled in and completed in the Office of the Engineer In charge 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 an 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



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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 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 (**Not Applicable**).
8. The competent Authority 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 competent Authority 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. (**Not Applicable**).

10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in required form may be enclosed as per clause 1 of Special Condition of Contract. 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 scrutinize 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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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 COMFED on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash of Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit of any part thereof.

The work should not be considered until such date as the Engineer In charge shall certify as the date on which the work is finished after necessary rectification of defects as pointed by the Engineer In-charge to his authorized agents

or 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 contractor 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 uncompleted 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 failing 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 personal security deposit forfeited

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 COMFED (where paid in one sum or deducted by installments) the Competent Authority/(Engineer In-charge) on behalf of COMFED shall have been powered to adopt any of the following courses, as he may deem best suited to the interest of COMFED.

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

(b) To employ labour paid by the COMFED 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



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out by the contractor under the terms of his contract, the certificate of the Engineer In-charge 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 Engineer In-charge shall be final and conclusive) shall be borne and paid by the original contractor and made be deducted from any money due to him by COMFED 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 Engineer In-charge, 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 Engineer In-charge 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.



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Clause 4 :- In any case in which any of the powers, conferred upon the Engineer In-charge by clause 3 thereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of the conditions here and such power shall notwithstanding 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 Engineer In-charge 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 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 Engineer In-charge whose certificate thereof shall be final, otherwise the Engineer In-charge may notice in writing to the contractor or his clerk of the work, foreman or other authorized 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 of the contractor failing to comply with any such requisition the Engineer In-charge 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 Engineer In-charge 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.

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 Engineer In-charge within 40 days from the date of starting of the hindrance on account of which he desires such extension as aforesaid and the Engineer In-charge shall, if in his opinion (which shall be final) reasonable grounds be shown there of authorized such extension of time, if any, as may in his opinion be necessary or proper. The Engineer In-charge shall at the same time inform the contractor whether he claims compensation for the delay.

Extension of time

Final certificate

Clause 6 :- On completion of the work, the contractor shall be furnished with a certificate by the Engineer In Charge (hereinafter 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 contract 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 Engineer In Charge 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 COMFED 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



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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, except for any sum actually realized by the sale there of.

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 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.

Certificate
to be
regarded as
advance
and Bill to
be
submitted
monthly.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% as 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 repudiation 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 bill shall be prepared by the officer of the COMFED 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.



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Materials
supplied by
COMFED

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 or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedule require 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 thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof, if the same is held in COMFED 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 COMFED and shall not on any accounts be 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.

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 contractors shall, if he so requires 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
accordance
with
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

Alteration in specifications
and design/drawing.



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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 schedule of 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 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 Managing Director will be final.

Provided always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from the Engineer-in-charge for the additional work The contractor shall be bound to

submit his claim for any additional work done during any month on or before the

15th days of following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and the contractor shall not be entitled to any payment in respect of such additional work if he submits his claim within date as aforesaid period.

Clause 12 :- If at any time after the commencement of the work the COMFED 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

Do not invalidate contract Time in consequence of alteration 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.



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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 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 COMFED in the supply of materials as stores which the COMFED 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 Managing Director or the Competent Authority as to the extension of time shall be accepted as finally by the contractor.

Action
and
compensa
tion
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 un skilful 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 inadvertently 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 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.

Work to
be taken to
inspection

Clause 14 :- All work under in course of execution or executed in presence of the contractor shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other 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



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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.

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 twelve months after a certificate final or other of its completion shall have been given by the Engineer-in-charge.

The contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other works 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 a sufficient portion thereof the security deposit of the contractor shall not be refunded before the expiry of twelve month 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.

Contractor liable for
damage done and for
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 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

Contractor to
supply the plant
and scaffolding

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



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to be satisfied which he is entitled to require together with carriage therefore to and from etc.
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 defense 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.

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.

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

Work not to

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.

be subject

Clause 19 :- The contract shall not be assigned or sublet without the written approval of the Engineer In-charge. And if the contractor shall assign or sublet 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 employment of COMFED in any way relating to his officers or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge 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 COMFED 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

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



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performed under contract.

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 COMFED 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 shall be forthwith notified by the contractor to the Engineer-in-charge of 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 give notice in writing to rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of COMFED 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 Competent
Authority

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 Competent Authority 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 thereupon 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 or alter the completion or atonement 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 Managing Director of COMFED 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-



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in-charge shall be final and conclusive against the contractor with regard to any sum payable 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 I certify that I clearly understand them.