

**Bihar Police Building Construction Corporation, Patna
Bihar
(A Government of Bihar Undertaking)**

Name of work: Construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode.

TENDER DOCUMENT

(Volume – 1)

ITB, GCC & SCC

(General Condition and Special Condition of contract)

Bihar Police Building Construction Corporation, Patna, Bihar

(A Government of Bihar Undertaking)

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बिहार सरकार
बिहार पुलिस भवन निर्माण निगम,
मुख्य अभियंता का कार्यालय
कौटिल्य नगर, पटना।

केवल ई-निविदा पद्धति के अनुसार वेबसाइट एवं www.eproc2.bihar.gov.in पर
ई-निविदा आमंत्रण सूचना

S.B.D (EPC Based) ई- निविदा संख्या-01 / EPC / 2026-27

1. विज्ञापनदाता का पदनाम एवं पता : मुख्य अभियंता, बिहार पुलिस भवन निर्माण निगम
— पटना।
2. निविदा आमंत्रित करने की तिथि : दिनांक-09.06.2026
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3. निविदा कागजात प्राप्त करने (डाउनलोड) करने की अंतिम तिथि एवं समय : दिनांक-18.06.2026 से 10.07.2026 के 17:00 बजे तक।
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4. निविदा जमा करने (अपलोड) करने की अंतिम तिथि एवं समय : दिनांक-13.07.2026 के 15:00 बजे तक।
—
5. तकनीकी बीड खोलने की तिथि एवं समय : दिनांक-15.07.2026 को 15:30 बजे।
—
6. वित्तीय बीड खोलने की तिथि एवं समय : तकनीकी बीड निष्पादन के पश्चात्।
—
7. प्री-बीड मीटिंग की तिथि, समय एवं स्थान : दिनांक-22.06.2026 को 11:00 बजे सभागार भवन,
— बिहार पुलिस भवन निर्माण निगम, मुख्यालय, कौटिल्य नगर, पटना-14।
8. निविदा वैधता की अवधि : 120 दिन
—
9. निविदा स्वीकृत करने वाले पदाधिकारी का पदनाम : सक्षम प्राधिकार
—
10. परिमाण विपत्र बिक्री का स्थान : केवल वेबसाइट (www.eproc2.bihar.gov.in) पर
—
11. निविदा प्राप्ति का स्थान : केवल वेबसाइट (www.eproc2.bihar.gov.in) पर
—

कार्य की विवरणी:-

क्र.सं.	कार्य का नाम	निर्माण कार्य हेतु प्राक्कलित राशि (रु0) में	अग्रधन की राशि (रु0) में	निविदा विपत्र का मूल्य (अप्रत्यर्पणीय) (रु0) में	ई-निविदा प्रक्रिया सेवाकर सहित शुल्क (रु0) में	कार्य समाप्ति की अवधि (माह में)
1	2	3	4	5	6	7
1	Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode.	₹66,16,06,187/-	₹ 76,16,100/-	10,000/-	As Per eproc2	18 (अठारह माह)

10. निविदा स्वीकृत करनेवाले पदाधिकारी का पदनाम एवं पता :- सक्षम प्राधिकार

11. कोई भी संवेदक जो केन्द्र सरकार / किसी राज्य सरकार / किसी सार्वजनिक क्षेत्र के उपक्रम में समुचित श्रेणी में निबंधित हो अथवा अंतराष्ट्रीय / राष्ट्रीय स्तर के ख्याति प्राप्त एजेन्सी निविदा में भाग ले सकते हैं, परन्तु उक्त कार्य का लेटर ऑफ एक्सेप्टेंस निर्गत होने के बाद तथा एकरारनामा के पूर्व बिहार पुलिस भवन निर्माण निगम में समुचित श्रेणी में निबंधन अनिवार्य होगा।

12. विद्युतीकरण सहित कार्य की निविदा के लिए विद्युतीकरण कार्य का लाईसेंस होना अनिवार्य होगा,। विद्युतीकरण कार्य के संवेदक को सब कांट्रैक्टर के रूप में रखकर भी निविदा में भाग लिया जा सकता है जिसके लिए उभयपक्ष द्वारा इस आशय का शपथ-पत्र मूल में समर्पित करना अनिवार्य होगा।
13. वैसे संवेदक निविदा में भाग लेने से वंचित रहेंगे, जिन पर पूर्व से आवंटित योजना का कार्य अकारण लंबित चला आ रहा है या जो आवंटित कार्य का एकरारनामा निर्धारित समय के दौरान नहीं किये हैं, या फिर एकरारनामा के उपरांत निर्धारित समय में कार्य शुरू नहीं किये हैं। राज्य सरकार के किसी भी विभाग या संस्थान में किसी भी श्रेणी में काली सूची में डाले गए / निलंबन/डिबार किये गये संवेदक इस निविदा में भाग लेने हेतु पात्र नहीं होंगे।
14. योजना की राशि घट/बढ़ सकती है। तदनुसार अग्रधन की राशि संशोधित होगी। निविदा प्रपत्र में Uploaded योजना की राशि के अनुसार ही अग्रधन की राशि जमा करना अनिवार्य होगा।
15. निविदा केवल ई-निविदा पद्धति के अनुसार www.eproc2.bihar.gov.in पर निष्पादित किया जाएगा। निविदा संबंधी जानकारी Help Desk के Toll Free No. 18005726571 या E-mail ID eproc2support@bihar.gov.in के माध्यम से प्राप्त की जा सकती है।
16. ई-निविदा में भाग लेने के इच्छुक संवेदकों को ई-प्रोक्योरमेंट के साथ निबंधन कराना अनिवार्य होगा। वेबसाइट पर आवश्यक निबंधन प्रपत्र उपलब्ध है। इस निबंधन से उन्हें user id तथा password मिलेगा। संवेदकों को DSC (Digital Signature Certificate) भी प्राप्त करना होगा। user id, password, DSC एवं इन्टरनेट के उपयोग से ही संवेदक ई-निविदा में भाग ले सकेंगे।
17. निविदा प्रपत्र एवं अन्य जानकारी वेबसाइट पर Tender preview में उपलब्ध है जिसे सिर्फ वेबसाइट से ही प्राप्त (डाउनलोड) किया जा सकता है।
18. ई-निविदा के Excel format में Qualification of bidders को पूर्ण रूप से भरा जाना अनिवार्य है। निविदा कागजात भरकर वेबसाइट पर ही जमा (अपलोड) किया जा सकेगा। निविदा खुलने की जानकारी वेबसाइट से ही प्राप्त होगी। निविदा संबंधित किसी भी प्रकार का शुद्धि पत्र निगम के वेबसाइट पर प्रकाशित किया जायेगा।
19. Bid-Processing charge+service tax का भुगतान संवेदक internet payment gate way (credit/Debit cards) अथवा internet banking अथवा NEFT/RTGS CHALLAN के माध्यम से B.S.E.D.C. के Bid Processing Fee Account में Credit करेंगे।
20. निविदा कागजातों के मूल्य की राशि का भुगतान संवेदकों द्वारा Eproc2.0 portal online mode में जमा करना अनिवार्य है। किये गये भुगतान से संबंधित कागजात की Scanned Copy साक्ष्य के तौर पर निविदा कागजातों के साथ अपलोड करना अनिवार्य होगा।
21. निविदादाता द्वारा अग्रधन की राशि (EMD) केवल BG (Bank Guarantee) or internet payment gate way अथवा internet banking के माध्यम से ही स्वीकार किया जाएगा जिसका Verification Online किया जाएगा। अग्रधन की राशि (EMD) कार्यपालक अभियंता, पटना प्रमण्डल के पदनाम से विधिवत प्रतिज्ञापित होना अनिवार्य है।

यदि निविदादाता के द्वारा अग्रधन की राशि BG (Bank Guarantee) के रूप में दी जाती है तो BG (Bank Guarantee) की मूल प्रति दिनांक- 14.07.2026 के 15:00 बजे तक लेखा शाखा, बिहार पुलिस भवन निर्माण निगम, मुख्यालय, पटना के कार्यालय में जमा करना अनिवार्य होगा अन्यथा निविदा मान्य नहीं होगी।

22. सशर्त बैंक गारंटी स्वीकार नहीं किया जायेगा। निविदा के विहित प्रपत्र के अनुरूप ही बैंक गारंटी स्वीकार किया जायेगा। संबंधित कार्य प्रमण्डल के लिए जो निविदाकार बैंक गारंटी दे रहे हैं तो, BG (Bank Guarantee) में निम्न उल्लेखित करें।
(i) पटना प्रमण्डल — ICICI Bank Account No. :- 194305500196

IFSC Code No. :- ICIC0001943

For issuing Bank Gurantee, applicant Must mention receiver's details as: ICICI Bank IFSC ICIC0001943, Branch- Ashiana Nagar, Patna, at which SFMS IFN 760 message shall be sent by issuing bank through SFMS, to establish the authenticity of issued BG.

23. कम्पनी एक्ट के तहत निबंधित संवेदक को निविदा के साथ Certificate of Incorporation, Memorandum of Association and Article of Association तथा Partnership firm/ LLP में Partnership Deed संलग्न करना अनिवार्य होगा।
24. कम्पनी एक्ट अथवा साझेदारी अधिनियम के तहत निबंधित संवेदक के अग्रधन की राशि कम्पनी/फर्म के नाम से ही मान्य होगी। ऐसे मामले में व्यक्तिगत नाम से अग्रधन की राशि मान्य नहीं होगी।
25. बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने/रद्द करने/ स्थगित/निविदा तिथि विस्तार करने का अधिकार सक्षम प्राधिकार को सुरक्षित है।
26. संवेदक कार्य में समुचित अनुसूचित दर एवं बिहार पुलिस भवन निर्माण निगम के मुख्य अभियंता द्वारा अनुमोदित विशिष्ट के अनुसार सामग्रियों का उपयोग/प्रयोग करेंगे।
27. डिफेक्ट लाईबिलिटी पिरियड तीन वर्ष का होगा। यह तिथि Successful handing over of Project date से लिया जा सकेगा।
28. कुल प्राक्कलित राशि में वास्तविक खर्च का एक प्रतिशत राशि श्रमिकों के लिए कोष (Labour cess) के रूप में बिल भुगतान के समय काट लिया जायेगा। बिहार सरकार खान एवं भूतत्व विभाग के अद्यतन नियमानुसार मालिकाना फीस (Seigniorage Fee) एवं स्वामित्व (Royalty) की कटौती/वसूली संवेदक के विपत्रों से की जायेगी, तद्आलोक खान एवं भूतत्व विभाग में जमा की जायेगी।

29. निविदाकर्ता को सलाह दी जाती है कि अंतिम तिथि के पूर्व ही समय रहते हुए परिमाण विपत्र डाउनलोड एवं निविदा अपलोड कर दें, अन्यथा अंतिम समय में इंटरनेट सेवा बाधित रहने अथवा लिंक नहीं होने अथवा किसी तरह के बाध्यता के कारण निविदा नहीं डाले जाने के लिए कोई दावा मान्य नहीं होगा।
30. **कार्यादेश के उपरान्त अद्यतन लेबर लाइसेन्स देना अनिवार्य होगा।**
31. कार्य की गुणवत्ता के लिए संवेदक पूर्ण रूप से जिम्मेवार (Responsible) होंगे। कार्य की गुणवत्ता की जाँच राष्ट्रीय परीक्षण और अंशशोधन प्रयोगशाला प्रत्यायन बोर्ड (NABL) से मान्यता प्राप्त प्रयोगशाला / भारतीय मानक ब्यूरो (BIS) / अभियंत्रण संस्थान / सरकारी प्रयोगशाला से अपने खर्च पर एवं बिहार पुलिस भवन निर्माण निगम, मुख्यालय में स्थित गुणनियंत्रण प्रयोगशाला में कराना अनिवार्य है। जाँचफल प्रतिवेदन, संबंधित कार्य प्रमण्डल में समर्पित करने के पश्चात् ही, किये गये कार्य का भुगतान होगा।
32. निविदाशर्त के प्रावधानों के अनुरूप सभी कागजातों के अलावा पहला (i) G.S.T निबंधन प्रमाण-पत्र, (ii) पैन कार्ड, (iii) जिला पदाधिकारी / पुलिस अधीक्षक द्वारा प्रदत्त वैध चरित्र प्रमाण-पत्र के संबंध में पथ निर्माण विभाग के पत्रांक- प्र0-7 / विविध-04-26 / 2021-2033 (E) दिनांक- 11-04-2022 लागू रहेगा, तथा (iv) परिमाण विपत्र की राशि Online भुगतान करने के उपरान्त Challan की प्रति एवं अग्रधन के रूप में जमा की जाने वाली कागजात की प्रति भी अपलोड करना अनिवार्य होगा, ऐसा नहीं करने पर निविदा मान्य नहीं होगी। निविदाकार द्वारा समर्पित सभी प्रमाण पत्र की वैधता निविदा प्राप्ति की तिथि तक होना अनिवार्य है। पथ निर्माण विभाग द्वारा निर्गत एवं भविष्य में निर्गत होने वाले सभी परिपत्र निविदा पर लागू होगा।
- नोट:- एकरारनामा के समय जिला पदाधिकारी / पुलिस अधीक्षक द्वारा प्रदत्त वैध चरित्र प्रमाण पत्र, कार्यावली संवेदक / फर्म (कम्पनी एक्ट के तहत निबंधित कम्पनी के सभी निदेशकों का अलग-अलग चरित्र प्रमाण पत्र एवं पार्टनरशिप फर्म में सभी पार्टनर का चरित्र प्रमाण पत्र) एवं योजना क्रियान्वयन में संबद्ध सभी तकनीकी तथा अन्य कर्मियों के प्रमाण पत्रों की अभिप्रमाणित छायाप्रति पुनः समर्पित करना अनिवार्य होगा।
33. निविदाकार को विगत पाँच वर्षों का Financial Turnover (In all classes of civil construction work) Balance Sheet, Profit & Loss Statement एवं Audit Report समर्पित करना होगा। साथ ही 1 जुलाई 2019 के बाद चार्टर्ड एकाउन्टेन्ट के स्तर से निर्गत सभी रिपोर्ट / सर्टिफिकेट पर UDIN अनिवार्य होगा।
34. निविदा में केन्द्र सरकार / राज्य सरकार / सार्वजनिक क्षेत्रों में समान प्रकृति के कार्य कराने का अनुभव, साक्ष्य सहित संलग्न (अपलोड) करने वाले संवेदक का ही निविदा मान्य होगा।
35. माननीय उच्च न्यायालय, पटना के CWJC No.- 9941/2022 दिनांक- 06-07-2023 के द्वारा पारित न्यायादेश के क्रम में पथ निर्माण विभाग, पटना के पत्रांक- प्र0- 7 / मुक0-02-25 / 2022- 4439 (E) पटना, दिनांक- 17-07-2023 को निर्गत आदेश के द्वारा पथ निर्माण विभाग के पत्रांक- 2046 (S) दिनांक- 06-03-2014 को अगले आदेश तक Stay (स्थगित) किया गया है। तद्आलोक में पथ निर्माण विभाग की अधिसूचना 447(S) दिनांक- 16-01-2020 सह पठित ज्ञापांक- 448(S) दिनांक- 16-01-2020 के आलोक में प्रतिशत दर निविदा पद्धति में निविदित दर की न्यूनतम सीमा को तत्काल प्रभाव से समाप्त किया जाता है साथ ही परिमाण विपत्र की दर से कम उद्धृत दर वाले निविदा के लिए पथ निर्माण विभाग का अधिसूचना सं0 448 / पटना दिनांक 16.01.2020 के अन्तर्गत Additional Performance Guarantee लेने का प्रावधान किया जाता है। तद्आलोक में Additional Performance Guarantee एकरारनामा के पूर्व निम्न प्रकार से लिया जाएगा।
- a) परिमाण विपत्र की दर से 0 से 5 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 0.25 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
- b) परिमाण विपत्र की दर से 5 से 15 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 0.5 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
- c) परिमाण विपत्र की दर से 15 से 20 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 01 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
- d) परिमाण विपत्र की दर से 20 प्रतिशत से उपर कम उद्धृत दर वाले निविदा के लिए 02 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
36. एकाधिक सफल निविदाकारों का उद्धृत दर समान होने पर लॉटरी के आधार पर चुने गये निविदाकार के साथ दर वार्ता की जा सकती है एवं नियमानुसार कार्य आवंटित किया जायेगा।
37. निविदा की विज्ञापित तिथि को यदि किसी कारणवश निविदा प्राप्त करने वाले पदाधिकारी का कार्यालय बन्द हो जाय तब निविदा अगले कार्य दिवस को उसी प्रक्रिया से चार बजे अपराह्न तक प्राप्त की जायेगी।
38. किसी कार्य की प्रथम बार एकल निविदा प्राप्त होने पर उसकी पुर्ननिविदा के रूप में आमंत्रित की जायेगी। निविदाकारों द्वारा जमा किये गये अग्रधन की राशि पर किसी प्रकार का सूद निगम द्वारा देय नहीं होगा। संबंधित कार्य का आवंटन उपलब्ध रहने पर ही भुगतान किया जायेगा।

39. कार्य की पूर्ण जानकारी के लिए कार्यपालक अभियंता, बिहार पुलिस भवन निर्माण निगम सम्बन्धित कार्य प्रमण्डल या अधीक्षण अभियंता, बिहार पुलिस भवन निर्माण निगम, अंचल कार्यालय पटना या मुख्य अभियंता, बिहार पुलिस भवन निर्माण निगम, पटना से किसी कार्य दिवस के कार्य अवधि में, सम्पर्क किया जा सकता है।
40. संवेदक द्वारा निम्नलिखित आशय का शपथ पत्र मूल में समर्पित करना अनिवार्य है—

(क) मेरे/हमारे द्वारा निम्नलिखित कार्य कराये जा रहे हैं :-

क्र० सं०	कार्य का नाम संस्था का नाम	एकरारनामा की राशि	एकरारनामा के अनुसार कार्य समाप्ति की तिथि	अद्यतन स्थिति/ भुगतान की राशि	अगर एकरारनामा की अवधि के बाद कार्य लम्बित है तो क्यों
1	2	3	4	5	6

उपर्युक्त स्तम्भ 2 में वर्णित कोई भी कार्य अकारण अर्थात् मेरे / हमारे कारण लम्बित नहीं है

- (ख) मेरे/हमारे विरुद्ध किसी प्रकार का आपराधिक मामला किसी भी न्यायालय /थाना में विचाराधीन नहीं है।**
- (ग) मुझे/हमें किसी सरकारी/अर्द्धसरकारी प्रतिष्ठान द्वारा वंचित (Debar), काली सूची में दर्ज (Blacklisted) एवं विगत एक वित्तीय वर्ष के अन्दर एकरारनामा रद्द (Rescind) नहीं किया गया है। एकरारनामा के अनुसार कार्य समाप्ति की तिथि के पश्चात् अकारण कार्य लम्बित नहीं है, कार्य आवंटन के उपरान्त निर्धारित अवधि में एकरारनामा लम्बित नहीं है तथा एकरारनामा के पश्चात् निर्धारित अवधि में कार्य प्रारम्भ कर दिया हूँ। मेरे द्वारा निर्मित / निर्माणाधीन भवनों में गुणवत्ता से संबंधित कोई आरोप नहीं है।
- (घ) मेरा/हमारा कोई निकट संबंधी (अभिप्रेत है पति/पत्नी, माता/पिता, भाई/बहन तथा इस तरह के ससुराल पक्ष के संबंधी) संबंधित कार्य प्रमण्डल में कनीय अभियन्ता/सहायक अभियन्ता/ कार्यपालक अभियन्ता/प्रमंडलीय लेखा पदाधिकारी/लेखापाल के रूप में कार्यरत नहीं हूँ
- (ङ) निविदा में संलग्न सभी प्रमाण-पत्र, कागजात, विवरणी सत्य है।
- (च) उपरोक्त कंडिका 'क' :ख' 'ग' एवं 'घ' में गलत सूचना देने का दोषी पाये जाने अथवा कंडिका 'ड' में से कोई तथ्य असत्य पाये जाने या कोई अभिलेख जाली पाये जाने पर निगम के सक्षम प्राधिकार, मेरे उपर विधिसम्मत दण्ड यथा मेरे निबंधन को काली सूची में दर्ज करने तथा प्राथमिकी दर्ज करने एवं निविदा अमान्य करने की कार्रवाई तथा अग्रधन की राशि जब्त करने के लिए स्वतंत्र होगा।
- 41.. ई. निविदा से संबंधित कार्यों के परिमाण विपत्र की राशि Online भुगतान करने के उपरान्त Challan की प्रति तथा विधिवत रूप में अग्रधन की देय राशि एवं **शपथ पत्र मूल रूप में** कार्यपालक अभियंता, संबंधित कार्य प्रमण्डल/अधीक्षण अभियंता, बिहार पुलिस भवन निर्माण निगम कार्य अंचल पटना/ मुख्य अभियंता, बिहार पुलिस भवन निर्माण निगम, मुख्यालय, पटना, के लेखा शाखा में, तकनीकी बीड खोलने की तिथि एवं समय तक, जमा करना अनिवार्य है। ऐसा नहीं करने पर निविदा मान्य नहीं होगी।
42. जाँच के क्रम में कोई भी अभिलेख गलत पाए जाने पर बिहार पुलिस भवन निर्माण निगम कार्रवाई करने के लिए स्वतंत्र होगा।
43. **“Contract Clause-25 of SBD Settlement of Dispute and Arbitration –**
The Settlement of Disputes and Arbitration shall be done in accordance with the Provisions made in Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008.”
44. निविदाकार द्वारा उपलब्ध कराये गये ई-मेल पर, निगम की ओर से प्रेषित कोई भी सूचना आधिकारिक तौर पर उन्हें प्रदत्त /उपलब्ध मानी जायेगी।
45. यह EPC आधारित निविदा है। निविदाकार को वर्तमान GST को सम्मिलित करते हुए निविदा राशि अंकित करनी होगी। GST गणना के लिए अलग से कोई दावा मान्य नहीं होगा।
46. निर्माण कार्य प्रारंभ करने से पूर्व निविदादाता को राज्य एवं केन्द्र सरकार द्वारा निर्धारित सभी वैधानिक स्वीकृति लेनी होगी एवं इसके लिए वांछित राशि का बैंक ड्राफ्ट / बैंक गारंटी भी देनी होगी।
47. पथ निर्माण विभाग, बिहार, पटना के पत्रांक-8131 (S), दिनांक-24.07.2012 द्वारा निर्गत दिशा-निर्देश के आलोक में Joint Venture मान्य होगा।

मुख्य अभियंता,
बिहार पुलिस भवन निर्माण निगम, पटना

ज्ञापांक— एच0क्यू—

पटना, दिनांक—

प्रतिलिपि— कार्यपालक अभियन्ता/सहायक अभियन्ता, परिमाण विपत्र शाखा, बिहार पुलिस भवन निर्माण निगम, मुख्यालय, पटना को परिमाण विपत्र अपलोड करने हेतु सूचनार्थ प्रेषित ।

मुख्य अभियंता,
बिहार पुलिस भवन निर्माण निगम, पटना

ज्ञापांक— एच0क्यू— पटना, दिनांक—
प्रतिलिपि— कार्यपालक अभियन्ता, बिहार पुलिस भवन निर्माण निगम, कार्य प्रमण्डल— पटना को सूचनार्थ एवं आवश्यक क्रियार्थ
प्रेषित ।

मुख्य अभियंता,
बिहार पुलिस भवन निर्माण निगम, पटना

ज्ञापांक— एच0क्यू— पटना, दिनांक—
प्रतिलिपि— अधीक्षण अभियंता, कार्य अंचल— 1/2, बिहार पुलिस भवन निर्माण निगम, पटना/ सचिव/ कार्यपालक अभियंता,
प्रमंडल— मोनिटरिंग/ विद्युत/सहायक प्रावैधिक सचिव/ निरूपण—1/2/मुख्य लेखापदाधिकारी/ सहायक अभियन्ता,
कार्य अंचल—2/ कार्यालय अधीक्षक (कार्य), बिहार पुलिस भवन निर्माण निगम, मुख्यालय पटना को सूचनार्थ प्रेषित ।

मुख्य अभियंता,
बिहार पुलिस भवन निर्माण निगम, पटना

ज्ञापांक—एच0क्यू— पटना, दिनांक—
प्रतिलिपि— वरीय पुलिस अधीक्षक, पटना को सूचनार्थ प्रेषित ।

मुख्य अभियंता,
बिहार पुलिस भवन निर्माण निगम, पटना

BRIEF PARTICULARS OF WORK

SCOPE OF WORK: - Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode.

THE WORK SHALL INCLUDE: -

A. ARCHITECTURAL DESIGN

- 1A.1 Detail Architectural & Structural Design of all components of building inclusive of 3D view of building, internal office partitions and chambers inclusive of furniture layout.
 - 1A.2 Development all drawings related to Mechanical, Electrical, Plumbing, STP, WTP, ESS, AC, Solar system, Lift, Fire Fighting System, Signage's, Furniture layout and all other services.
 - 1A.3 Development of all drawings related to external and internal drainage systems, sewerage system, water supply system including rain water harvesting etc.
 - 1A.4 Development of all drawings related to Landscaping, Horticulture and Campus Development along with Boundary wall, Internal Roads/Path, Gate and Security system.
 - 1A.5 All other details as indicated in Schedule.
 - 1A.6 Getting all statutory clearance (fire Clearance, forest clearance, airport clearance, municipal, Environmental, Electrical Equipment's etc.) as required for the project including all mandatory fee (to be paid by the Agency) chargeable by the competent authority of Government of Bihar Undertaking / Semi Government under Govt. of Bihar.
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1A.7 Building materials and resources as well as the quality of the indoor climate must be preserved. When executing, the agency's main objective will be to carry out the works without affecting the environment and ecology of the space. It is suggested that materials be GRIHA-rated and ECBC compliant to achieve higher points for GRIHA rating.

1A.8 The details design submitted by Agency must be in conformity with Design Basis Report & Conceptual Plan with latest specification.

1A.9 Submission of as built drawing, OEM documents, inventory list of all equipment/furniture fixed or movable with relevant document/s and any other document/record originated during construction phase required to be maintained.

1A.10 Prior to the execution of work, EPC contractor must get full survey of the proposed construction site and submit to the department tree relocation plan. All statutory clearance related to translocation/transplantation of trees (required for project) of various girths must be taken from forest department. All fees related to transplantation/felling/compensatory afforestation has to be borne by EPC contractor. The scope of work includes transplantation/translocation of live trees of various girths and species including preparation before transplantation digging up trees, wrapping and transporting, planting and maintenance of trees during project execution stage with all lead, lift, complete job as per direction of EIC. Trunks/branches of Trans located trees and timber of felled/cut trees shall be deposited to forest depot including cost of loading from site and unloading at depot.

The EPC contractor is also responsible for dismantling of remaining existing structures present at site and removal of all unserviceable material from site and disposal as per norms with all lead, lift, complete job as per direction of EIC. The price quoted by the contractor shall include the cost of these jobs and must be done by specialized agencies after approval from EIC.

1A.11 DBR should be the basic document for guiding the technical detail / parameter and specification for more clearance as per Architectural, Structural, Electrical, P.H., campus development and any other related drawings as per approval from the competent authority shall/should be referred only.

B. Construction, Execution and Monitoring

1B.1 Construction and completion of whole projects as required as per the specification and

direction of Engineer in Charge.

1B.2 Contractor must submit as built drawings along with detailed estimate within 15 days after completion and handing over of project.

1B.3 Maintenance/Operating Manual and SOP of each equipment/machinery installed at site should be provided.

1B.4 Contractor must complete all necessary work regarding handing over the project to the Parent Department.

1B.5 The defect Liability period is Three years from the date of official completion of the project. Landscape shall be maintained till 12 months after official handing over of the whole project. For this agency will not be paid any extra charges / claims.

1B.6 The Contractor must deploy a team of technical staff (like Electrician, Plumber, Carpenter, Painter, Mechanical staff along with one supervisor) as required for defect liability period. The response time for defect during the Defect Liability Period should not exceed 6 hours.

1B.7 Payment shall be made according to actual detailed measurement (subjected to maximum of payment according to payment schedule) along with reinforcement schedule(BBS). When the Contractor submits the bill for payment, detailed measurement, reinforcement sheet (BBS) and analysis of material should be attached along with joint verification by J.E. and A.E. BPBCC.

1B.8 The Contractor must maintain quality test register for on-site testing of material on regular basis as per IS codes and must submit quality test report of material which are used for construction duly verified from N.I.T/I.I.T as per direction of Engineer in Charge.

Note: - All Design and drawings (structural, electrical, MEP, AC, campus development, internal and external services drawings) provided by the agency must be vetted by the NIT/IIT Patna (via primary consultant and divisional office) before submitting it to the department. All design calculations along with its analysis file (on the same date as of the drawing submission via mail) must be submitted to the department/division/primary consultant and NIT/IIT Patna for vetting purpose and later checking by the department in an approved format. If necessary, various Consultants of the Contractor shall have to visit the offices of department/division and IIT/NIT to get the same checked. Only after review and vetting of drawing by NIT/IIT Patna, corrected analysis file of structural analysis and drawings should be sent to the department for final approval. Maximum response time for the queries raised during the drawing approval process will be 2 working days. Deadline for drawing submission etc will be as per the SOP provided.

C. GENERAL SPECIFICATION: -(INFORMATION & INSTRUCTOPN FOR BIDDERS)

- 1.1 Bid for Technical Qualification shall be made through Letter of transmittal and forms of Technical Qualification given in Section III.
 - 1.2 All information called for in enclosed forms should be furnished against the relevant columns in the form. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case “entry should be made in the column. if any particulars / query is not applicable in case of the Bidder .it should be stated as not applicable “The Bidders are cautioned that not giving complete information called for in the Bid forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bidder being summarily disqualified. Bids made by email or telegram or telex and those received late will not be entertained.
 - 1.3 The Bid should be type-written. The Bidder should sign each page of the Bid.
 - 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Page of the Technical Qualification document is numbered.
 - 1.5 References, information and certificates the respective clients certifying suitability, technical Know-how or capability of the Bidder should be signed by an officer not below the rank or **Executive Engineer** or equivalent.
 - 1.6 The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Technical Qualification document unless it is called for by the Employer.
-

1.7 Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up work in Bihar Police Building Construction Corporation.

1.8 Deleted

2.0 **Definitions:**

2.1 In this document the following words and expressions have the meaning hereby assigned to them.

2.2 Employer: Means the Bihar Police Building Construction Corporation acting through the EXECUTIVE ENGINEER, Patna Division, BPBCC, PATNA

2.3 Bidder: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation. J V should be formed according to guideline attached annexure 1

2.4 “Year” Means “Financial year “unless stated otherwise.

3.0 **Method of Participation:**

3.1 If the Bidder is an individual, the Bid shall be signed by him above his full type written name and current address.

3.2 If the Bidder is a proprietary firm, the Bid shall be signed by the proprietor above his full type written name and the full name of his firm with his current address.

3.3 If the Bidder is a firm in partnership, the Bid shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the power of attorney should accompany the Bid. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the Bid.

3.4 If the Bidder is a limited company or a corporation, the Bid shall be signed by a duly authorized persons holding power of attorney for signing the Bid accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.

4.0 **FINAL DECISION-MAKING AUTHORITY**

The employer reserves the right to accept or reject any Bid/Tender and to annul the Technical Qualification process and reject all Bids at any time, without assigning any reason thereof.

5.0 **PARTICULARS PROVISIONAL**

The particulars of the work given in section -I are provisional. **They are liable on approved below**

5.1. The W.C. & Office Accommodation: The contractor shall provide at his own expense adequate accommodation for his workmen and keep the same in good order, in conformity with the bye-laws laid by the local bodies.

Similarly, the contractor shall also provide Site office with adequate facilities. The structure shall be removed on the completion of works at contractor's own cost. All materials shall belong to the contractor.

6.0 **SITE VISIT**

Before participating in tender, Bidders are advised to visit the site and verify the actual condition of the construction site and check the details of the tender document and be fully satisfied then participate in the bid. No any claim will be entertained by the department regarding present construction site/situation.

7.0 TECHNICAL QUALIFICATION ELIGIBILITY CRITERIA

(a) The Contracting Firm/Agency shall be a well- established and reputed firm specialized in the trade and registered as a legal entity for a minimum period of FIVE YEARS and having experience and capacity in the execution of similar works.

(b) The contracting Firm/Agency should have achieved during last five years in any one year a minimum annual financial turnover [in all classes of Civil Engineering Construction works only] of at least 50.00% (fifty percent) of the estimated cost of work, ending on **31st March 2025**. The annual turnover of previous years will be adjusted to **2025-2026** price level based on annual inflation of 8.00% (eight percent).

(c) The contracting Firm/Agency should have satisfactorily completed similar works as a Prime contractor during the last Five years, (ending on 31 May 2026) ending last day of month previous to the

one in which application are invited should be either of the following :-

- (i) Satisfactorily completed three similar works each costing not less than 40% (forty percent) of the estimated cost or completed, two similar works each costing not less than 60% (sixty percent) of the estimated cost or completed and one similar work costing not less than 80% (eighty percent) of the estimated cost.
- (ii) Similar Nature of works means Construction of Multistoried RCC Framed Structure for State Govt./ Central Govt./PSU Sector in India only.

The above must include Specialized Services like **Electrical HT & LT works, VRV/VRF/HVAC Work, Electrical Sub-Station work, Lifts, Fire Fighting, Internal and External Plumbing, Sewerage, Landscape work** for State Govt./Central Govt./PSU Sector in India only.

The completion certificate shall be issued by employer not below the rank of Executive Engineer or Senior Project Manager. In this regard clarifications as per need may be asked. The bidders shall have to also submit good quality digital photographs of the completed projects.

- (iii) The contracting Firm/Agency should have to submit list of consultancy firms (A panel of three consultants) having Architect, Structural Designer, MEP experts, VRV/VRF/HVAC Expert, Interior Designer / Consultant etc. along with their consent letter to do work till completion.

Completed Project in case of consultant shall mean that the consultant has completed / started. (Certificate for the same has to be attached).

After the award of work to construction agency, presentation will be made by all 3 consultancy firms in panel to Building Construction Deptt./ BPBCC or any recognized consultancy firm. Based on presentation, one consultancy firm will be finalized. Contracting firm/agency shall upload the experience certificate for work done of completed projects of the consultancy firms.

Consultancy firms have to give experience certificate of work done of the completed project of three similar works each costing not less than 40% (forty percent) of the estimated cost or completed two similar works each costing not less than 60% (sixty percent) of the estimated cost or completed one similar work costing not less than 80% (eighty percent) of the estimated cost. The completion Certificate shall be issued by employer not below their rank of Executive Engineer or Senior Project Manager

The bidder shall have to also submit good quality digital photographs of the completed projects.

- (iv) The contracting Firm/Agency should have adequate capacity of carrying out plumbing works, electrical works [through "1A CLASS" Electrical Contractor], Firefighting work and AC Works. They should also indicate name of the specialized agencies for execution of above services.

- (v) The contracting Firm/Agency should have to submit list of Architect, Structural Designer, MEP experts, HVAC Expert, Interior Designer / Consultant etc. along with their consent letter to do work till completion.

- (vi) **Experts consultants** have to give experience certificate of work done of the completed Project.

. The bidder shall have to also submit good quality digital photographs of the completed projects.

- (d) The contracting Firm / Agency should have to produce Banker's solvency certificate or Revenue

solvency Certificate of Value not less than 50.00% of the estimated cost. Solvency certificate must issue after the date of notice inviting tender.

- (e) The contracting firm / Agency should have to produce evidence of access to lines of credit and availability of other financial resources facilities (10.00% of contract value), certified by the Bankers mentioning name of the work (Not more than 3 months old from the date of tender and valid till six months after date of tender.)
- (f) The Bidder shall furnish undertaking that they would be able to invest a minimum cash up to 25% of contract values of work, during implementation of work.
- (g) Joint Venture (JV) is acceptable as per annexure 1 of Tender document (RCD, Bihar Letter no 8131 (S) dt24-07-2012 (also uploaded with Tender)

Technical -Qualification eligibility criteria:

(h) The bidding capacity of the contractor should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the formula, Bidding capacity = (A x N x 3-B).

Where,

A= Maximum value (Indexed) of construction works executed in any one year ending the last five years taking into account the completed as well as works in progress.

N= Numbers of years prescribed for completion of work for which Technical Qualification Bid has been invited.

B= Value of existing commitments and ongoing works as on date of this bid.

8.0 FINANCIAL INFORMATION

Bidder should furnish the following financial information:

Annual financial statements for the last five years (in Form “A”)

**9.0 EXPERIENCE IN CIVIL WORKS HIGHLIGHTING EXPERIENCE IN
SIMILAR WORKS**

9.1 Bidder should furnish the following:

- (a) List of all works of similar class successfully completed during the last five years (in form “B”)

(b) List of the projects under execution or awarded (in Form “C”)

(c) Works for which bids already submitted (in form “C1”)

- 9.2** Particulars of completed works and performance of the Bidder duly authenticated / certified by an officer not below the rank of EXECUTIVE ENGINEER or equivalent should be furnished separately for each work completed or in progress (in Form “D”)

10.0 ORGANIZATION INFORMATION

Bidder is required to submit the following information in respect of the organization (in Form “E” & “E-1”) :

- (a) Name & postal address. I/C telephone & Telephone Number etc.
- (b) Copies of original documents, defining the legal status, place of Registration and principal places of business.
- (c) Names & Title of Chief Engineer and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- (d) Information on any litigation in which the Bidder was involved during the last five years, including any current litigation.
- (e) Authorization for employer to seek detailed references.
- (f) Number of Technical & Administrative Employees in the company and how these would be involved in this work (in Form “E-1”)

11.0 CONSTRUCTION PLANT & EQUIPMENT

Bidder should furnish the list of construction plant and equipment including steel shuttering centering and scaffolding likely to be used in carrying out the work (in Form “F”) Details of any other plant & equipment required for the work (not including in form “F”) and available with the Bidder may also be

12.0 SELECTION OF TENDERER

After evaluation of Technical Qualification Bid, a list of qualified agencies will be prepared. Thereafter the Financial bid of only those agencies will be opened who qualify in the technical bid.

13.0 An affidavit /undertaking to follow labour rules and regulations of Govt.

14.0 An affidavit on Rs 1000/- (One Thousand) Non judicial stamp for Form-G.

15.0 An affidavit/undertaking for no litigation history.

16.0 An affidavit /undertaking for No Relation to BPBCC

SECTION – IV

LETTER OF TRANSMITTAL

From

To,
The Executive Engineer,
Bihar Police Building Construction Corporation,
Patna.

Sub: - Submission of Technical Qualification for the work of Design and Construction of Proposed Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode.

Sir,

Having examined the details given in Technical Qualification document of the above work I/We hereby submit the Technical Qualification and other relevant information. I/We hereby certify that all the statements made and information supplied in the enclose forms A to F and accompanying statement are true and correct.

1. I / We have furnished all information and details necessary for Technical Qualification and have no further pertinent information to supply.

2. I / We submit the requisite certified solvency certificate and authorize the **EXECUTIVE ENGINEER, Patna Division, BPBCC, Bihar Police Building Construction Corporation, Patna**. To approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize **EXECUTIVE ENGINEER, , Bihar Police Building Construction Corporation, Patna** to approach individuals, employers' firms and corporation to verify our competence and general reputation.

3. I/We submit the following certificates in support of our suitability technical know-how and capability for having successfully completed the following works.

Name of work

Certificate form

.....
.....
.....

Enclosures:

Seal of Bidder

Date of Submission

Signature of Bidder (S)

SECTION V

QUALIFICATION INFORMATION

FORM "A"

1 Financial Statement

a) Annual turnover 2020-21
for construction work

b) Annual turnover 2021-22
for construction work

c) Annual turnover 2022-23 _____
for construction work

d) Annual turnover 2023-24 _____
for construction work.

e) Annual turnover 2024-25 _____
for construction work

Providing copies of annual reports or audited balance sheets, Profit and loss accounts along with Audit reports and statements for the last 5 years.

2 Details of loans and other financial commitments

3 Current Financial Position Amount (in Rs.) As on date

a) Cash & Bank Balance

b) Current Assets

c) Current Liabilities

d) Working Capital _____

e) Net Worth _____

4 a) Name and address of auditors

b) Can the employer make a written Permission reference to the Auditors directly-No/Yes

5 Bidder's financial arrangements for the proposed work

Amount (in Rs.)

a) Own resources

b) Bank Credit

c) Others (Specify)

6 Certificate of financial soundness from the Banker's of Bidder. Enclosed at ` page

7 (a) Name and address of the Bankers (from whom references can also be obtained)

b) Can such reference be obtained directly by the Employer? No / Yes

Authorization letter enclosed at page _____

8 Business Association to which the Company belongs

9 Number of years' experience as a Contractor

Signature of Bidder (S)

Form "B"

**Details of all works of similar class successfully completed during the last five years
ending last day of the Month, 31st March -2026**

Sl. No.	Title Location and Brief description of work	Value in crore s	Clie nt	Co nsu lta nt	Comm ent Date	Stipu lated Date	Actual Date of Comple tion	Client Certifica te at page	Litigation/ Arbitration pending/in progress with details	Rema rks

* Indicate gross amount claimed and amount awarded by the Arbitrator.

** Performance certificate should be given by an officer not below the rank of EXECUTIVE ENGINEER or equivalent and should be obtained in sealed cover.

Signature of Bidder(S)

Form "C"

Projects under Execution or Awarded

Sl. No.	Title Location and Brief description of work	Value in crores	Client	Consultant	Comment Date	Stipulated Date	Actual Date of Completion	Name and address/ Tel no. of officer to whom reference may be made	Litigation / Arbitration pending/in progress with details	Remarks

** Performance certificate should be given by an officer not below the rank of EXECUTIVE ENGINEER or equivalent and should be obtained in sealed cover.

Signature of Bidder(S)

Form "C1"

Works for which Bids already submitted

Sl. No .	Description of work	Place and State	Name and address of employers	Tender value of works (Rs. in Crores)	Stipulated Date of completion	Date when decision is expected	Remarks, if any

Signature of Bidder(S)

Form "D"

Performance Report of works referred to in for "B" & "C"

- 1 Project Name and location _____
- 2 Clients, Owner's reference name _____
- 3 Project Architects _____
- 4 Overall Cost of Project _____
- 5 Agreement No. and Amount _____
- 6 Date of Commencement, _____
date of Completion (Stipulated/Actual), current Status
- 7 Amount of compensation levied for delayed completion, if any _____
- 8 Amount of reduced rate item, if any _____
- 9 Performance reports _____

Quality of work -	Very good / Good / Fair /Poor
Financial soundness -	Very good / Good / Fair /Poor
Technical Proficiency -	Very good / Good / Fair /Poor
Resourcefulness -	Very good / Good / Fair /Poor
General behavior -	Very good / Good / Fair /Poor

Date:

**EXECUTIVE ENGINEER or
Equivalent**

Form "E"

STRUCTURE AND ORGANIZATION

- 1 Name and address of Bidder _____
- 2 Telephone No. / Mobile No. / Fax No./ e-mail _____
- 3 Legal status of the Bidder (attach Copies of
Original document defining the legal status) _____
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or corporation
- 4 Particulars of registration with various
Government bodies (attached attested copy) _____

S.No. Organization / place of Registration	Registration No.
i.	
ii.	
- 5 Name and Titles of Engineer (P)s and officers with _____
designation to be concerned with this work
- 6 Designation of individuals authorized to act for _____
the organization.
- 7 Was the Bidder ever suspended construction, for
period of more than six months continuously after they
commenced the construction? if so, give the name of the
project and reason for not Completing the work.
- 8 Has the Bidder, or any constituent partner _____
in case of a partnership firm, ever abandoned,
the awarded work before its completion? If so
give name of the project and reasons for abandonment.
- 9 Has the Bidder or any constituent partner _____
in case of partnership firm, ever been
debarred / black listed for tender in any
organization at any time? If so, give details.
- 10 Has the Bidder or any constituent partner _____

in case of partnership firm, ever been convicted
by a court of law? If so, give details.

11 In which field of Civil Engineering Construction the Bidder has specialization and
interest? _____

12 Any other information considered necessary _____
but not included above.

Signature of Bidder (S)

Form 'E-1'

Details of Technical & Administrative Personnel

To be employed for the work

Sl. No .	Designatio n	Total Numbe r	Number Availabl e for this Project	Name	Quali- fication	Professio nal Experien ce and detai ls of work carried out	How Those would be involve d in this work	Remark s
1	2	3	4	5	6	7	8	9

Signature of Bidder (S)

FORM 'F'

**Details of Construction Plant and Equipment Likely to be used in
Carrying out the work**

S. No.	Name of Equipme nt	No s.	Capacit y or type	Age	Condition	Ownership status			Curren t Locatio n	Re makr s
						Presently owned	Leas ed	To be purch as ed		
1	2	3	4	5	6	7			8	9

i. Earth moving Equipment

1. Excavators (various sizes)

ii. Equipment for hoisting & lifting

1. Tower crane
2. Builder's hoist
3. Mobile crane

iii. Piling Equipment

1. Pile boring Machine

iv. Equipment for concrete work

1. Concrete batching plant
2. Concrete pump
3. Concrete transit mixer
4. Concrete mixer (diesel)
5. Concrete mixer (electrical)
6. Needle vibrator (electrical)
7. Needle vibrator (Petrol)
8. VDF Machinery (Elec / petrol)
9. Power Floats
10. Table vibrator (elec./petrol)

v. Equipment for building work

1. Block Making machine
 2. Bar bending machine
 3. Bar cutting machine
 4. Wood thickness planer
 5. Drilling machine
-

6. Circular saw machine
7. Welding generators
8. Welding transformers
9. Cube testing machine
10. M.S pipes
11. Steel shuttering
12. Steel scaffolding
13. Grinding / polishing machine
14. Aluminum Scaffolding
15. Asphalt Road laying machines
16. Roller Compactors
17. Hand compactors
18. Vibro compactors
19. Ply shuttering for fair face concrete works
20. CNC Steel bending Machine
21. Welding Machines

Equipment for transportation

1. Tippers
2. Trucks
3. Tractors
4. Bobcats

Pneumatic equipment

1. Air compressors (diesel)

Dewatering equipment

1. Pump (diesel)
 2. Pump (electric)
-

Power equipment

1. Diesel generators

Any other Plant / equipment

Signature of Bidder (S)

FORM 'G'

AFFIDAVIT

1. I the undersigned do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/S
has been debarred or black listed, nor has abandoned any work in any government department/ PSU / Undertaking nor any contract awarded to us have been rescinded, during last five years prior to the date of this bid.

3. The undersigned do hereby authorize and request (S) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that any further qualifying information may be requested, and agrees to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the Firm)

Title of officer

Name of Firm

Date

UNDERTAKING

I, the undersigned, do hereby undertake that our firm M/s

Would invest a minimum amount up to 25% of the value of the work during implementation of the Contract.

(Signed by and Authorized Officer of the Firm)

Title of Office

Name of firm

DATE

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES
BANK CERTIFICATE**

This is to certify that M/s_____is a reputed company with a good financial standing.

If the contract for the work, namely_____awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent Rs_____to meet their working capital requirement for executing the above contract during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Tender Undertaking

I/We have read and examined the notice Inviting Tender, Instructions to Tenderers, Schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, & other document and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified in the NIT within the time specified in NIT /Schedule 'F' viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-I of General Rules and Directions of contract and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender open for One hundred twenty (120) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

EMD of amount Rs. 76,16,100.00/- (Seventy Six lakhs Sixteen thousand and One hundred only) only is hereby forwarded in IPG/ Bank Guarantee of a Scheduled Bank as earnest money in favour of **EXECUTIVE ENGINEER**, Patna Div., Bihar Police Building Construction Corporation, Patna. If I/we, fail to execute agreement within stipulated period, in the work specified I/we agree that the office of the Executive Engineer, Bihar Police Building Construction Corporation, Patna shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Bihar Police Building Construction Corporation

Dated

Signature of Contractor

Detailed Address

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the, Bihar Police Building Construction Corporation for a sum of Rs..... (Rupees

.....
.....
.....)

The letters referred to below shall form part of this contract Agreement: -

- a)
- b)
- c)

For & on behalf of the Bihar Police Building Construction Corporation

Signature _____

Dated

Designation –

(13) Mode of Submission: -

The tender is to be submitted by e-tendering (www.eproc2.bihar.gov.in) only and cost of tender document to be paid online. For evaluation of tender, only uploaded tender document on e-tendering portal shall be considered. For e-tendering process and registration the bidder may contact eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar

The tender will be of two bid systems: - Technical and Financial Bid

(13.1) Technical bid: - Consists of all documents related to eligibility criteria, design basis report for detailed design as mentioned in scope of work which will be vetted by any NIT/IIT after award of work and tender drawings. The vetting cost will be paid by agency himself. Bidders have to submit detailed design of all the components of Building, all services as mentioned in DBR along with shop drawings and detailed quantity calculation of each work i.e., Detail Project report after award of work.

(13.2) FINANCIAL BID: -

Financial bid consists of :-

(i) cost for each scope of work and total cost of whole operation as mentioned above inclusive of all taxes (GST, Sinorage Fee, etc.).

(ii) 5- year warranty for all MEP.

(14) Mode of payments: -

Payments will be made based on stage of construction which has been defined in payment schedule.

(15) Important Dates: -

1	Date of Invitation of Bid	
2	Last date and time of sale (download) of Bid Document	
3	Last date of submission of tender documents (uploading)	

4	Date of pre -bid meeting	AS PER NIT
5	Date and time of opening of bid (technical bid)	

- (16) Any Contractor Registered with Central Government / Any State Government / Any Public Sector Undertakings or an Agency of National or International repute may take part in tender, but Registration with Bihar Police Building Construction Corporation will be essential after issue of Letter of Acceptance. Any contractor debarred from work or blacklisted will not be allowed to participate in this tender.
- (17) Tender shall be carried out only through e-tender procedure at the website (www.eproc2.bihar.gov.in). For any information regarding e-tender procedure, bidder may contact at Toll free Helpline no. 1800 5726 571 , E-mail id- eproc2support@bihar.gov.in.
- (18) Bidder desiring to participate in the tender shall have to get registered with e-procurement. Necessary registration forms are available at the website. Bidder will get user id and password by registration. Bidder shall have to obtain DSC (Digital Signature Certificates) also. Bidder shall be able to participate in tender using user id, password, DSC and internet.
- (19) Bidder shall have to obtain (download) tender papers and submit (upload) their bids only at the website. Prescribed forms filled up at specified places and necessary documents shall be submitted. Information regarding tender opening or any corrigendum regarding tender shall be available at the website only.
- (20) Cost of Tender document of Rs. 10,000.00 will be paid online i.e. by way of IPG and Bid Processing fees as per eproc2 (to be paid online) to BSEDC Ltd. (Beltron) through IPG, RTGS or NEFT.
-
- (21) The cost of tender document is non-refundable. EMD (Original copy of BG) shall be submitted at the office of the Executive Engineer, Patna Division, BPBCC, Patna or, the Superintending Engineer, Circle-1, BPBCC, Patna or, the Chief Engineer, BPBCC, Patna, till date and time of opening of technical bid.
- (22) Earnest money shall be in the form of Bank Guarantee (B.G.) only which shall be verified online. Apart from this, Earnest Money can be paid using Internet Payment Gateway IPG, but all the payment shall be valid as per www.eproc2.bihar.gov.in e-NIT Module. Tenderer must scan and upload the required Bank Guarantee (BG) in e-tender, otherwise tender shall not be accepted. EMD submission in the form of e-BG is also acceptable.

- (23) Regarding any information of the proposed work, bidder should contact the Executive Engineer, Patna Division, BPBCC, Patna or, the Superintending Engineer, Circle-1, BPBCC, Patna or Chief Engineer on any working day, before submission of bid.
- (24) The undersigned has right to extend or cancel the Bids without declaring any reason.
- (25) Any query or clarifications regarding the works etc can be made on or before the date of Pre-Bid meeting. After this no representation in this regard will be entertained.
- (26) All drawings and specifications & schedule of quantities issued with the tender must be returned duly stamped signed on each page/drawing by the Tender. It will be obligatory on the part of Tenderer to stamp and sign the tender documents for all the component parts so that after the work is awarded, he will have to enter into a contract with the Chief Engineer / EXECUTIVE ENGINEER, Patna Div., Bihar Police Building Construction Corporation for the due execution of works by signing an agreement in accordance with the articles of agreement, general, technical and special conditions of contract, specification, priced schedule of quantities and the tender drawings shall form part of the Contract. Any tender with any of the document not signed will be rejected.
-
- (27) (a). Tenderer shall check the numbers of the pages of all the documents and should ensure that all documents should be legible, any illegible documents shall be rejected for evaluation. Any Tenderer having questions regarding the true meaning of any part of the Tender / Contract documents or who finds discrepancies in, or omission from any part of the Tender / Contract Documents may get it clarified in writing from Engineer in-charge Bihar Police Building Construction Corporation, for which a written request made pre bid meeting only.
- (b) The Tenderer should read the specifications and study the tender drawings carefully before submitting the tender. In case of any doubt, Tenderer shall take suitable clarification from the Engineer in-charge Bihar Police Building Construction Corporation, during pre-bid meeting only.
- (28) The Bid cost quoted shall include for the provision of all Labour, Materials, Tools, Supplies, Equipment, Services, Facilities, Supervision, Administration, Taxes, GST, Licenses, Permits, Insurance and bonds as may be applicable, incidentals and all other things necessary to perform and incidental to the performance of the work in strict

accordance to the performance of the work and to the satisfaction of the Bihar Police Building Construction Corporation, Engineer in-charge.

- (29)** Project cost shall include for shop drawing of fabrication, loading & unloading for fabricating, installation, mock up, prototype and hoisting of his own materials and equipment supplied by bidder, if any own scaffolding rig and access equipment, arrangement & distribution of site temporary electrical, water and other utility services and maintaining sufficiency of supply of these services, protection of adjacent trades; own clean up and trash disposal. Bihar Police Building Construction Corporation does not warrant to provide for supply of electrical, water or other utility services. Tenderer is deemed to have allowed for alternative standby services at his own cost to ensure work progress is not suffered on this account.
- (30)** Project cost shall include all Taxes like GST, Royalty/Seigniorage Fee or any other Tax, duty of levy on materials to be supplied by the Tenderer in respect of this contract shall be payable by the Contractor and the Bihar Police Building Construction Corporation will not entertain any claim whatsoever in this

respect. The quoted rate shall be inclusive of all such taxes and be complete.

- (31)** Project cost shall be quoted on the bid form.
- (32)** The Progress Schedule provided here in is a time and progress schedule at tender stage.
- (33)** (a) Which gives the period and key milestone for the proposed works. The Tenderer shall fully develop his tender Program taking into account the requirement of the time and progress thus provided.
- (b) The Tenderer shall submit a Program with his tender. This Program will demonstrate the periods, sequencing and timing of the works and must show the start and finish dates for each activity and as specified in General Requirements.
- (c) The Tenderer Program is to include all activities for which he is responsible, including the preparation of drawings, fabrication of parts, delivery to site, installation, testing commissioning etc.
- (34)** No Price Escalation is permitted in this tender; the Contractor shall keep his prices firm for the entire period.
- (35)** The Tenderer, whose tender is accepted shall permit the Engineer in charge at the time of making any payment to him for work done under the Contract to deduct towards Retention money (Security Deposit) such sum to 8.00% of the gross amount of bill.
- (36)** (a) Each page of the tender documents is required to be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the Special Conditions, General Condition of contract, technical Specifications and schedule of quantities etc. as laid down. Any tender with any of the documents not so signed will be liable for rejection.
- (b) If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and attach such Power of Attorney with the tender. Otherwise, the tender will be liable for rejection. If the tender is made by or on behalf of Company incorporated under the Companies Act, it shall be signed by their
-

Managing Director or one of the Director duly authorities on that behalf.

(c) With the tender bid, Tenderer should indicate the name (s) of accredited representative (s) of the Tenderer who would be responsible and authorized to discuss, clarify, negotiate and receive clarification and instruction from the Chief Engineer (s) Bihar Police Building Construction Corporation during post tender opening stage.

- (37) All erasures and alterations made while completing the tender must be attested by initials of the Tenderer. Over writing of figures is not permitted. Failure to comply with these conditions after opening of the tender shall make it void. No advice of any change in rate conditions after opening of the tender will be entertained.
- (38) The Chief Engineer, Bihar Police Building Construction Corporation is not bound to accept the lowest tender and reserves the authority to reject any or all tenders received without assigning any reason(s). The OWNER / EMPLOYER also reserves the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at his quoted rates.
- (39) Other information can be obtained and downloaded from web site www.eproc2.bihar.gov.in.
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Section I. Instructions to Bidders (ITB)

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A. GENERAL

1. Scope of Bid

1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the Work and Related Services incidentally as specified in Section V, Schedule of works (SW). Throughout this Bidding Document:

1.2 Throughout this Bidding Document:

- a. the term “in writing” means communicated in written form with proof of receipt;
- b. if the context so requires, singular means plural and vice versa; and
- c. “day” means calendar day.

1.3 E-Tendering process shall be adopted for issue of bid document, pre bid queries, on [http:// www.eproc.2bihar.gov.in](http://www.eproc.2bihar.gov.in) Further Bidders who wish to participate in online tenders will have to procure a Digital Certificate as per Information Technology Act- 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. The same can also be procured from M/s BELTRON (Bihar State Electronics Development Corporation Limited., BELTRON Bhavan Shastri Nagar, Patna 23, which is Registration Authority of various Certifying Agencies and they can be contacted at below address: clarifications, addendums and receiving of bids. For participating in E – tendering process, the contractor shall have to get themselves registered to get user ID, Password and digital signature. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in E tender. Bidders who wish to participate in this tender will have to register

e-Proc. 2.0 Help Desk Address:

**m junction services limited RJ Complex, 2nd Floor, Canara Bank Campus,
Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014,Bihar (Tel:- 1800
572 6571). (Working Hours-8.00 am to 7.00 pm) Email [Id.-
eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in)**

1.4 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (Bidder / Tenderer, Bid/Tender, Bidding/Tendering, Notice Inviting Tender (NIT) / Invitation for Bid (IFB) etc.) are Synonymous.

1.5 E-Tendering means submission of a digitally signed bid which is stored in Time Stamped electronic sealed tender box provided it has been signed by a valid digital certificate which has been issued by a licensed Certifying Agency, as approved by the Controller of Certifying Agency.

2. Source of Funds

2.1 State Govt. Fund (Administrative approval by the Department)

3. Corrupt Practices

3.1 Bihar Police Building Construction Corporation Anti-Corruption Policy requires bidders, Bidders, consultants and contractors under Bihar Police Building Construction Corporation-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bihar Police Building Construction Corporation:

(A). defines, for the purposes of this provision, the terms set forth below as follows:

- a. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(B) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

(C) will cancel the portion of the work allocated to a contract if it determines at any time that representatives of the bidders, consultants and contractors or of a beneficiary of Bihar Police Building Construction Corporation engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to Bihar Police Building Construction Corporation to remedy the situation;

- a. will sanction a firm or an individual, at any time, in accordance with Bihar Police Building Construction Corporation Anti-Corruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in Bihar Police Building Construction Corporation administered activities or to benefit from an Bihar Police Building Construction Corporation administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices; and
- b. Will have the right to require that a provision be included in bidding documents and in contracts administered by Bihar Police Building Construction Corporation, requiring bidders, Bidders and contractors' consultants to permit Bihar Police Building Construction Corporation or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by Bihar Police Building Construction Corporation.

4. Eligible Bidders

4.1 The Contracting Firm/Agency shall be a well-established and reputed firm specialized in the trade and registered as a legal entity for a minimum period of five years and having experience and capacity in the execution of similar works; Any Contractor Registered with Central Government / Any State Government / Any Public Sector Undertakings
or

an Agency of National or International repute may tender, but Registration with Bihar Police Building Construction Corporation will be essential after issue of Letter of Acceptance.

- 4.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.3 Pending Litigation: The Bidder will be required to provide the details of all pending litigation related to historic contracts nonperformance to be filled in the form enclosed.
- 4.4 The firms which are debarred / blacklisted / having major litigation history, even if the matter of debarring & blacklisting is under litigation, will be treated as technically disqualified and their financial bids will not be opened.
- 4.5 Bihar Police Building Construction Corporation considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Bihar Police Building Construction Corporation Anti- Corruption Policy. In pursuance of Bihar Police Building Construction Corporation's Anti- Corruption Policy's requirement that Borrowers as well as bidders, Bidders, consultants and contractors under Bihar Police Building Construction Corporation administered contracts, observe the highest standard of ethics. Bihar Police Building Construction Corporation will take appropriate actions, which include terminating of the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this Bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

4.6 A firm shall not be eligible to participate in any procurement activities under any Bihar Police Building Construction Corporation administered or Bihar Police Building Construction Corporation supported project while under sanction by Bihar Police Building Construction Corporation pursuant to its Anti-Corruption Policy (see ITB 3), whether such sanction was directly imposed by Bihar Police Building Construction Corporation, or imposed by Bihar Police Building Construction Corporation pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.

4.7 Deleted.

4.8 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Works and Related Services

5.1 For purposes of this Clause, the term “Works” includes **Design and Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode. (Engineering Procurement and Construction) Basis** as per employer requirements.

B. Contents of Bidding Document

6. Sections of the Bidding Document

6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section Schedule of Works

PART 3 Contract

- Section VI. General Conditions of Contract (GCC) 1 &2
- Section VII. Special Conditions of Contract (SCC) 1 &2

Section VIII. Contract Forms

6.2 The Invitation for Bids issued by the Employer is part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Employer.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may Result in the rejection of the Bid.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in Pre-bid meeting source. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of the Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and will be communicated in writing to all who have obtained the Bidding Document directly from online or website
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 All documents relating to the bid shall be in English / Hindi.

11. Documents Comprising the Bid

- 11.1 The Bid shall be done online only [http:// www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in). simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, 11.2.

The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
 - (c) Alternative bids, if permissible, in accordance with ITB 13;
-

(d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(e) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;

(f) Technical Proposal in accordance with ITB 16;

(g) Any other document required in the BDS.

11.2 Deleted

11.3 Deleted

12. Bid Submission Sheets and Price Schedules

12.1 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank Spaces shall be filled in with the information requested.

12.2 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Work and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms. Although the Financial Bid will be submitted along with the Technical Bid, it will be opened only after completing the verification of the Qualification Information and Technical Bid. Prior to the opening of the Financial Bid, Bihar Police Building Construction Corporation may determine whether each Bid or Bidder, as the case may be:

a) Continues to meet the eligibility criteria as given in this IFB;

b) Is in complete compliance with the documentation requirements;

c) Has been properly signed and contains any required representations or commitments;

d) Is presented in a manner that matches with the requirements of the IFB document

and follows the required formats;

e) Conforms to all terms, conditions, and specifications of the IFB documents without material deviation or reservation. A material deviation or reservation is one

i). Which affects in any substantial way the scope, quality, or performance of the Project; and/or

ii). Which limits in any substantial way, inconsistent with the IFB document, Bihar Police Building Construction Corporation's rights or the Bidder's obligations under the Contract Agreement; and/or

iii). Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive proposals.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered. Conditional Bid will be rejected forthwith.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Price Proposal Submission Sheet and in the Price, Schedules shall conform to the requirements specified below.

14.2 Deleted

14.3 The price to be quoted only in the Price Proposal Submission Sheet.

14.4 The Bidder shall quote any unconditional discounts and the methodology of their Bid the Price Proposal Submission Sheet

14.5 Deleted

14.6 Prices proposed in the Price Schedule Forms for Works and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Employer. This shall not in any way limit the Employer's right to contract on any of the terms offered. The price proposal shall be inclusive of all custom duties, GST and other similar taxes applicable in the Employer's country, payable on the Related Services, if the Contract is awarded to the Bidder

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price. Quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 Deleted.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the Indian Rupees Only

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall:

(a) Complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and

(b) Delete

(c) Delete

17. Documents Establishing the Eligibility for Work and Related Services.

- 17.1 To establish the eligibility of the Works and Related Services, in accordance with ITB Clause 5, in the Price Schedule Forms, included in Section IV, Bidding Forms.

18. Documents Establishing the Conformity of the Work and Related Services to the Bidding Document

- 18.1 To establish the conformity of the Work and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Section V, Schedule of Work.

- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Work and Related Services, demonstrating substantial responsiveness of the Work and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of works.

- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Employer in the Schedule of Works, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Work.

19. Documents Establishing the Qualifications of the Bidder

- 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.
-

19.2 Deleted

19.3 Deleted

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period specified (120 days) in the BDS after the bid submission deadline date prescribed by the Employer. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids.

The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the BDS.

21.2 Deleted

21.3 The Bid Security shall be in the form of an unconditional Bank Guarantee issued by any Scheduled Banks at Patna. The Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, or another form acceptable to the Employer. The form must include the complete name of the Bidder. The Bid Security shall be valid for 180 days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

21.4 If a bid Security is required in accordance with ITB Sub-Clause 21.1, any Bid not

accompanied by a substantially responsive Bid Security shall be rejected by the Employer as nonresponsive.

21.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB 43 and ITB Clause 44.

21.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

21.7 The Bid Security shall be forfeited:

(a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 20.1, except as provided in ITB Sub-Clause 20.2; or

(i) If the Bidder refuses to accept the correction of errors in his Bid; or

(ii) If the Bidder submits a conditional Bid, or

(iii) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or

(iv) Bidder tries to influence Bihar Police Building Construction Corporation or any of its employees/ agencies/ consultants/ advisors in relation to the Bidding Process and /or decision relating to award of the Project; or

(v) For any other reason warranting the forfeiture of the bid security in accordance with the terms and condition of the IFB documents; or

(b) If the successful Bidder fails to:

(i) Accept the Letter of Award in writing, within the time specified in this IFB, or any extension thereof granted by Bihar Police Building Construction Corporation, or sign the Contract in

accordance with ITB Clause 43;

(ii) Furnish a Performance Security in accordance with ITB Clause 44; or

(iii) Accept the correction of its Bid Price pursuant to ITB Clause 31.

21.8 Deleted

22. Format and Signing of Bid

22.1 Deleted

22.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

The Bidders shall prepare its bid in accordance with
ITB and shall submit his bid through online e-proc 2 Bihar as per NIT only

23.1 Deleted

23.2 Deleted

23.3 Deleted

- 23.4 Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 22 and 23, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate

24. Deadline for Submission of Bids

- 24.1 Online e-proc 2 Bihar as per NIT only.

- 24.2 Deleted

25. Late Bids

- 25.1 Deleted

26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be -

(a) Submitted in accordance with ITB Clauses 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and

(b) Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24. In case of “Withdrawal” of offer actions will be taken as specified in BDS.

- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
-

26.3 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 20.1 or any extension thereof.

27. Bid Opening

27.1 Online e-proc 2 Bihar as per NIT only.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

28.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so, in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic

errors discovered by the Employer in the evaluation of the Price Proposals, in accordance with ITB Clause 31.

30. Responsiveness of Technical Proposal

30.1 The Employer's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

30.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Work and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

30.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Non-conformities, Errors, and Omissions

31.1 Provided that a Technical Proposal is substantially responsive, the Employer may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

31.2 Provided that a Technical Proposal is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a

reasonable period of time, to rectify non-material, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Technical Proposal is substantially responsive, the Employer will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria

31.4 Provided that the Technical Proposal is substantially responsive, the Employer will correct arithmetical errors during evaluation of Price Proposals on the following basis:

(a) Deleted;

(b) Deleted;

(c) If there is a discrepancy between words and figures, the amount which ever is less that shall prevail.

31.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction Of errors, its Bid shall be disqualified and its Bid Security may be forfeited, or its bid securing declaration shall be executed.

32. Preliminary Examination of Bids

32.1 The Employer shall examine the Technical Proposal to confirm that All documents and technical documentation requested in ITB Sub-Clause 11.4 have been provided, and to determine the completeness of each document submitted

.

32.2 The Employer shall confirm that the following documents and information have been

provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1;

(b) Written confirmation of authorization to commit the Bidder;

(c) Bid Security, if applicable; and

(d) Manufacturer's Authorization, if applicable.

32.3 Likewise, following the opening of Price Proposals, the Employer shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub- Clause 11.5 have been provided, and to determine the completeness of each document submitted.

32.4 The Employer shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1; and

(b) Price Schedules, in accordance with ITB Clauses 12, 14, and 15.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Employer shall examine the Bids to confirm that all terms and conditions specified in the GCC, ITB and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Employer shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, Schedule of Works of the Bidding Document have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 Deleted

35. Margin of Preference

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

36. Evaluation of Bids

36.1 The Employer shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.

36.2 To evaluate a Price Proposal, the Employer shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria.

No other criteria or methodology shall be permitted.

36.3 To evaluate a Price Proposal, the Employer shall consider the following:

(a) The Bid Price;

36.4 In the calculation of the evaluated cost of the Bids, the Employer shall exclude and not take into account:

(a) in the case of Work and Related Services offered from within the Employer's country, all service/GST and all other taxes, applicable in the Employer's country and payable on the Work if the Contract is awarded to the Bidder;

(b) in the case of Work and Related Services offered from outside the Employer's country, all customs duties, service tax, GST, and other taxes, applicable in the Employer's country and payable on the Work if the Contract is awarded to the Bidder; and

36.5 The Employer's cost evaluation of a Bid may require the consideration of other factors,

in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of execution the Work and

Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate

comparison of the Bids, unless otherwise specified in Section III, Evaluation and Qualification

Criteria. The factors to be used and the methodology of Bid shall be as indicated in Section III,

Evaluation and Qualification Criteria.

37. Comparison of Bids

37.1 The Employer shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Post-qualification of the Bidder

38.1. The Employer shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.

38.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.

38.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Proposal to the Bidder.

39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding Process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

40. Award Criteria

40.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

41. Employer's Right to Vary Quantities at Time of Award

41.1 Deleted

42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

43. Signing of Contract

43.1 Promptly after notification, the Employer shall send to the successful Bidder the Agreement GCC and the Special Conditions of Contract.

43.2 Within fourteen (14) days of receipt of the LOA, the successful Bidder shall sign, Agreement, with the Engineer in charge.

44. Performance Security

44.1 Within twenty one (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VII, Contract Forms, or another form acceptable to the Employer.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II.
Bid Data Sheet (BDS)

A. Introduction

ITB1.1 The Employee is:

IITB 1.1

ITB 1.1 The name of the IFB is:

Design and Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode. on EPC (Engineering Procurement and Construction) Basis. The work shall include Design, Drawings, Civil construction works, Internal and external electrification, public health engineering works, internal roads, Lift, DG set, electrical substation, UPS System, Access Control System, IPBX System, LAN system, Solar Panel, Solar Water Heating, Mechanical Boom Barrier, Sensor based car parking, Electric Vehicle charging, Illuminated signages, motorized steel gate, Biometric, VRV -VRF System, Drain, Boundary wall, Signages, Furniture, air conditioning works, Firefighting, sewerage system and any other item of work as indicated in the schedule/DBR of work and all work to be done as per Green Building Code as mentioned.

B. Bidding Document

ITB 7.1 For clarification purposes only, the Employer's address is: **EXECUTIVE ENGINEER Patna Div. Bihar Police Building Construction Corporation, Patna**

C. Preparation of Bids

ITB 10.1 The language of the Bid is: **English**

ITB 11.4(i) The Bidder shall submit with its Technical Proposal the following Additional documents:

1. Proposed plans (structural, external service i.e., water supply sewerage, Firefighting, storm water drains, Boundary wall, signages, Furniture, electrical,

Sections, elevations of the Structures proposed to be constructed and all the items indicated in the Schedule of works (scale 1:500 minimum)

2. Salient features proposed in design (structural, water supply, sewerage, Firefighting, storm water, and electrical designs and all other related items of work as indicated in the schedule of work), drawings and the proposal being offered including detailed write up of the proposed system to be used in completing the project including their soft copies.

3. Specifically for this work technical persons proposed to be deployed on the work – their name and number, experience & qualifications.

4. Specifically for this work plant and machinery proposed to be deployed on the work – their number, availability, age and capacity.

5. The bidder shall submit an undertaking that there is no condition attached with the Financial Bid.

6. Any other relevant documents as desired by the bidder.

-

7. Quality Assurance Plan.

8. Method Statement-indicating the methodology proposed to be used for the design and construction.

9. Proposed program schedule for design and execution of work.

ITB 13.1 Alternative Bids are not permitted

ITB 14.6 Price quoted shall be in Indian Rupees

ITB 14.7 The prices quoted by the Bidder shall be: Fixed for the entire construction Period.

ITB 15.1 The currency of the Bid shall be: Indian Rupees

ITB 20.1 The bid validity period shall be **120** days from the date of submission.

ITB 21.1 Bid security shall be paid in the form of Bank Guarantee (in original) or as mentioned in NIT in Favour of **EXECUTIVE ENGINEER, Patna Division, BPBCC, Patna** before the date and time of opening of technical bid. The Bid Security shall remain valid for a period of 180 days from the Bid validity due date inclusive of a claim period of 45 (Forty-Five) days, and may be extended as may be mutually agreed between the Authority and the bidder from time to time.

The Bid Security of unsuccessful Bidders will be returned as promptly as possible, but not later than (60) days after the expiration of the bid validity period, or selection of the Preferred Bidder, whichever is later.

The Bid Security of the Preferred Bidder shall be released on receipt of construction performance security from it, in accordance with the provisions of Contract Agreement.

The amount and currency of the Bid Security shall be **as per NIT**.

ITB 22.2 The written confirmation of Authorization to sign on behalf of the Bidder

shall consist of: Power of Attorney

D. Submission and Opening of Bids

ITB 24.1 For **bid submission purposes** only, the Employer's address is :
E-TENDER : www.eproc2.bihar.gov.in

ITB 26.1

The Earnest money shall be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;**
- (b) if the Bidder does not accept the correction of the Bid Price, or**
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to**
 - (i) sign the Agreement; or**
 - (ii) furnish the required Performance Security.**

(d) If contractor gives false / Misleading information to satisfy the absolutely eligibility criteria, Earnest money will be forfeited absolutely.

ITB 27.1 **Technical Bid opening will take place at:**
 Through website: www.eproc.bihar.gov.in.
 Date: as per NIT
 Time: as per NIT

E. Evaluation, and Comparison of Bids

ITB 34.1 All the quote shall be in Indian Rupees. Evaluation of technical and financial bid will be done only on the basis of uploaded documents.

ITB 35.1 A margin of preference: Not Applicable.

F. Award of Contract

ITB 41.1 Not applicable

ITB 44 Performance security is 2% of Contract Cost

Section III.
Evaluation and Qualification Criteria

Table of Criteria

Evaluation Criteria

- 1) Scope
- 2) Multiple Contracts
- 3) Technical Criteria
- 4) Economic Criteria
- 5) Margin of Preference

Qualification Criteria

- 1) Financial Criteria
 - 2) Experience Criteria
 - 3) Supply Capacity
 - 4) Litigation History
-
-

1. Evaluation

In addition to the criteria listed in ITB 36 the following criteria shall apply

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work method, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirement stipulated in Section-V of this IFB.

1.2 Quantifiable Nonconformities, Errors and Omissions

The evaluated costs of quantifiable nonconformities, errors and/or omissions are determined as follows:

- a) Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids
- b) For the purpose, the Employer shall base its assessment on the highest price quoted for the same component(s) are not available in the received bids, the Employer will base its assessment on the current market rate (s). However, if the bidder is awarded the contract, pursuant to provision in Sub-clause 14.2, of ITB. These component(s) will not be paid for by the Employer during execution and shall be considered deemed covered by total price

1.3 Price Bid Evaluation:

The Price Bid will be evaluated on the basis of the lowest quoted total Price inclusive of discounts offered if any.

2. Qualification

As per Technical Qualification Eligibility Criteria

2.1 The interested Bidder shall be a body corporate incorporated under the Indian Companies Act, 1956 Bidder for its eligibility shall also meet the criteria as specified in below table

Table-1		
	<u>Criteria</u>	<u>Entity</u>
	Requirement	
2.1.1	No conflict of interests in accordance with ITB Sub Clause 4.3	Must meet the requirement
2.1.2	History of Non-Performing Contracts Non-performance of any contract did not occur within the last 5 (Five) years prior to the deadline for Bid submission, based on all information on fully settled disputes or litigation.	Must meet the requirement by itself or as partner
2.1.3	Self-declaration: Submission of affidavit that Bidder firm is not blacklisted and /or debarred in any department of state or central government.	Must meet the requirement

2.2 Pending Litigation

The Bidder should provide accurate information in the format as specified about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder will result in failure of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the BPBCC reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the BPBCC at any time without requiring giving any notice to the Bidder in this regard. The requirement under this head is provided in the below table:

Table-2		
	<u>Criteria</u>	<u>Entity</u>
	Requirement	
2.2.1	All pending litigation shall in total not represent more than 10% (ten percent) of the Bidder's net worth and shall be treated as resolved against the Bidder	Must meet the requirement

Table-3		
	<u>Criteria</u>	<u>Entity</u>
	<u>Requirement</u>	
2.3.1	<p>1.The overall cash flow requirements for this contract and its current works commitment calculated as:</p> <p><u>*Bid Capacity= $A \times N^3 - B$ =Rs.... where A=Maximum value (Indexed)of work executed in one year during last five years, N=numbers of years for completion of works, B= value of existing commitments and ongoing works as on date of this bid.</u></p> <p><u>**cash-flow requirement = [(Estimated Cost of the project) / (E Constructed Period) X (3)]</u></p>	

Table-4		
<u>2.4</u> <u>Experience</u>	<u>Criteria</u>	<u>Entity</u>
	<u>Requirement</u>	
2.4.1	<p>Design and Construction Experience</p> <p>The Bidder should have experience of construction, installation, testing, commissioning and handover OR Relevant work Design-Build contract for at least last 5 years prior to the Bid</p>	Must meet the requirement
2.4.2	<p>The Bidder should have completed within last 5 years in India:At least one similar work of value not less than 80% of the indicative project cost.</p> <p>OR At least Two similar work of value not less than 60% of the indicative project cost</p> <p>OR At least three similar work of value not less than 40% of the indicative project cost</p>	

Note

Bidders are required to submit the Project completion certificate from the client along with contact details so that if required, BPBCC may contact the same for verification purposes. Only those Projects would be considered for evaluation purposes, whose project completion certificate containing the desired details i.e., from the client has been provided in the bid submissions by the Bidders.

Section IV. Bidding Forms

Table of Forms

- 1) Technical Proposal Submission
Sheet.....
 - 2) Form Bidder Information
Form.....
 - 3) Bid Security
 - 4) Historical Contract Non-
Performance.....
 - 5) Financial
Situation.....
.....
 - 6) Financial
Summary.....
.....
 - 7) Financial
Resources.....
....
 - 8) Current Contract
Commitments.....
 - 9) Similar Work
Experience.....
 - 10) Bankers Certificate From a Scheduled Bank
Form.....
-

11) Performance Assessment

Forms.....

12) Detail of Structure And Organization

13) Details Of Technical And Administrative Personnel To Be Employed For The Work

14) Details Of Construction Plant And Equipment Likely To Be Used In Carrying Out
The Work

15) Price Proposal Submission

Sheet.....

16) Price

Bid.....

.....

Technical Proposal Submission Sheet

Date: _____

IFB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Works, the following Goods and Related Services:

(c) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the A Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have

nationalities from the following eligible countries _____

;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance A with the Bidding Document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been A declared ineligible by the BPBCC;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(j) We agree to permit BPBCC or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by BPBCC.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Form Bidder Information Form

Date: *[insert day, month, year]*

IFB No. and title: *[insert IFB number/s and title/s]*

Bidder's legal name

[insert full legal name]

Bidder's Actual or Intended country of constitution:

[indicate country of Constitution]

Bidder's actual or Intended year of constitution.

[indicate country of Constitution]

Bidder's legal address in country of constitution:

[insert street/number/ town or city/ country]

Bidder's authorized representative information

Name : *[insert full legal name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

Attached are copies of original documents of

* Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above.

* Authorization by the Bidder to its Authorized signatory (Authorized representative) in form of Power of Attorney of Board Resolution

Name

In the capacity of

Signed

Duly authorized to sign the Bid Security for and on behalf of

Date

Date:.....

IFB No.:.....

Invitation for Bid No.:-----

To:_____

Whereas _____

(hereinafter “the Bidder”) has submitted its Bid dated _____ for
ICB No. _____ for the supply of _____
_____ hereinafter
called “the Bid.”

KNOW ALL PEOPLE by these presents that WE _____
of _____ having our registered
office at _____ (hereinafter “the
Guarantor”), are bound unto _____
_____ (hereinafter
“the Employer”) in the sum of _____

for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor
binds itself, its successors, or assignees by these presents. Sealed with the Common Seal of
this Guarantor this _____ day of _____.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified
by the Bidder in the Bid Submission Sheet, except as provided in ITB Clause 21; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:

- (a) execute the Contract; or
- (b) accept the correction of its Bid by the Purchaser; or
- (c) furnish the Performance Security

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of defect liability, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Historical Contract Non-Performance

Historical Contract Non-Performance

[The following table shall be filled in for the Bidder]

Bidder's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

IFB No. and title: *[insert IFB number/s and title/s]*

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements.

☐ Contract non-performance did not occur during the 5 (Five) years specified in Section III, Qualification Criteria and Requirements.

>Year	>Non performed portion of contract	>Contract Identification	>Total Contract Amount (Current value, INR equivalent)
>[Insert year]	>[Insert amount and percentage]	>Contract Identification: [indicate complete contract name/number, and any other identification] Name of Employer /Developer: [insert full name] Address of Employer/Developer:[insert street/city/country] Reason(s) for non-performance:[indicate main reason(s)]	>[Insert amount]

> Pending Litigation in accordance with Section III, Qualification Criteria and Requirements

> Requirements

☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements

Requirements.

> Pending Litigation in accordance with Section III, Qualification Criteria and Requirements, as indicated below:

Year	Outcome as percentage of Assets	Contract Identification	Total Contract Amount (Current value, INR equivalent)
>[Insert Year]	>[Insert Percentage]	1. contract name, number, and any other identification] Name of Employer/ Developer:[Insert Street/city/country] Matter in dispute :[indicate main issues in dispute].	

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Financial Situation

[The following table shall be filled in for the Bidder]

Financial information in	Historic information for previous 5 (Five) Years				
	Year 1	Year 2	Year 3	Year 4	Year 5
Mention the Tenure (e.g., 2020-2021 to 2024-2025)	(Tenure)	(Tenure)	(Tenure)	(Tenure)	(Tenure)
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Net Working Capital (NWC)					
Information from Profit Loss Statement					
Turnover (Excluding other and extra ordinary income)					
(Excluding other and extra ordinary income)					
Average Annual turnover on construction works (average of					

Bidder's Legal Name: *[insert full name]*

Date: *[insert day,*

Bidder's Party Legal Name: *[insert full name]*

Financial Summary

Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or Profit Loss statements for 5 (Five) years pursuant Section III, Qualifications Criteria and Requirements, The financial statements shall:

- (a) reflect the financial situation of the Bidder.
 - (b) be audited by a certified accountant/Auditors.
 - (c) Be complete, including all notes to the financial statements.
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the 5 (Five) years required above; and complying with the requirements

Average Annual Turnover

Each Bidder must fill in this form

Year	Amount and Currency	INR
2020-21		
2021-22		
2022-23		
2023-24		
2024-25		
Average		

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for contract in progress or completed.

Financial Resources

Each Bidder must fill in this form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

Financial Resources		
Sl.No.	Source of financing	Amount in Indian Rupees
1		
2		
3		

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Current Contract Commitments

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
Sl.No.	Name of Contract	Employer's Contact, Tel, e-Mail	Value of Outstanding work (Current INR equivalent)	Estimated Completion Date	Average Monthly Invoicing over last six Month (INR/Month)

Similar Work Experience

[The following table shall be filled in for contracts performed by the Bidder]

Bidder's Legal Name: *[insert full name]*

Date: *[insert day, month, year]]*

IFB No. and title: *[insert IFB number/s and title/s]*

Similar Project NO. [insert number] of [insert number of similar contracts required]	Information
Project Identification	[Insert Project name and number, if applicable]
Award date	[insert day, month, year, e.g. Till 31May 2026]
Date of Commissioning	[insert day, month, year, e.g. Till 31May 2026]
Completion date	[insert day, month, year, e.g. Till 31May 2026]
Project Scope	[insert Project details and scope of works. Mention details as per the requirement of the document]
Role in Contract [Check the appropriate box]	Sole Contractor
Total Project Amount	[insert total Project amount in INR]
Employer/Developer's Name	[Insert full name]
Address:	[indicate street/number/town or city/country]
Telephone/e-mail	[insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]
Project Completion certificate from client /Employer/Developer	[insert whether attached or not]

***Note: Please use one form for one Project Experience. You may use multiple forms for
submitting more than one Project Experience.***

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Bankers Certificate from a Scheduled Bank Form

(Solvency certificate from a schedule bank)

This is to certify that the best of our knowledge and information that M/s .

_____ having marginally noted address, a

customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Performance Assessment Forms

**A.1: Details Of Works Completed During The Last Five Consecutive Years Ending Last
Day Of The Month March 2025**

S. No	Name of works/pr jects and location	Owner or sponsor ing organiz ation	Cost of work s in Rs.C rore	Date of commence ment as per contract	Stipula ted date of comple tion	Actual date of comple tion	Litigation/Ar bitration pending/in progress with details	Name & address/tele phone of officer to Whom reference maybe Made	Rem arks

Indicate gross amount claimed and amount awarded by the Arbitrator.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____ / _____ / _____

A. 2: Details Of Projects Under Execution Or Awarded

S. No	Name of works/projects and location	Owner or sponsoring organization	Cost of works in Rs.Cr ore	Date of commencement as per contract	Stipulated date of completion	Upto date percent age progress of works	Slow progress, if any, and reasons thereof	Name & address/telephone of officer to Whom reference maybe made	Remarks (Mention technology used in construction of work)
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date / /

Performance report of works referred to in for “A1 & A2” Above

1. Name of work/ Project and Location

2. Agreement No.

3. Estimated Cost

4. Tendered Cost

5. Date of Start

6. Date of Completion

(a) Stipulated date of completion

(b) Actual date of completion

7. Amount of compensation Levied for delayed completion if any

8. Amount of reduced rate items, if any

9 Performance reports

i)	Quality of work	<input type="checkbox"/>	Very Good	<input type="checkbox"/>	Good	<input type="checkbox"/>	Fair	<input type="checkbox"/>	Poor
ii)	Finance Soundness	<input type="checkbox"/>	Very Good	<input type="checkbox"/>	Good	<input type="checkbox"/>	Fair	<input type="checkbox"/>	Poor
iii)	Technical Proficiency	<input type="checkbox"/>	Very Good	<input type="checkbox"/>	Good	<input type="checkbox"/>	Fair	<input type="checkbox"/>	Poor
iv)	Resourcefulness	<input type="checkbox"/>	Very Good	<input type="checkbox"/>	Good	<input type="checkbox"/>	Fair	<input type="checkbox"/>	Poor
v)	General behaviour	<input type="checkbox"/>	Very Good	<input type="checkbox"/>	Good	<input type="checkbox"/>	Fair	<input type="checkbox"/>	Poor

Date:

EXECUTIVE ENGINEER or Equivalent

Detail of Structure and Organization

1. Name and address of Bidder
2. Telephone No./Telex No./Fax No. email
3. Legal Status of the Bidder (attach copies of original document defining the Legal status)
 - a. An Individual
 - b. A Proprietary firm.
 - c. A Firm in partnership.
4. Particulars of registration with various Government bodies (attach attested photocopy)

<u>S.No</u>	<u>Organization/Place of registration</u>	<u>Registration No.</u>	
1			
2			
3			
4			
5	Name and tiles of Directors and Officers with designation to be concerned with this work for this organization.		
6	Construction for period of more months continuously after you commenced the construction? If so, give the name of the project and reasons for suspension of work.		
7	Partner in case of partnership firm, ever abandoned the awarded work before its Completion? If so, give name of the project And reasons for abandonment ever been debarred / black listed for tendering in any organization at any time? If so, give details.		
8	Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.		
9	In which field of Civil Engineering		

	construction, you claim specialization and interest.		
10	Any other information considered necessary but not included above.		

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date / /

Details of Technical (Including Design Staff) And Administrative Personnel to Be Employed for The Work

Sl. No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date ____/____/____

Details of Construction Plant And Equipment Likely To Be Used In Carrying Out The Work

[illegible]

S. No	Name of equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current Location	Remarks
						Presently owned	Leased	To be Purchased		
1	2	3	4	5	6	7	8	9	10	11
	EQUIPMENT FOR TRANSPORTATION									
1	Tippers									
2	Trucks									
3	Mobile Cranes									
	PNEUMATIC EQUIPMENT									
1	Air Compressor (Diesel)									
	DEWATERING EQUIPMENT									
1	Pump (Diesel)									
2	Pump (Electrical)									
	DETAILS OF EQUIPMENTS TO BE USED IN CONSTRUCTION									
1	Tower Cranes									
2	Battery Moulds									
3	Tilting table									
4	Costing Bed									
5	Extruder/Bed master									

6	Column Moulds									
7	Beam Moulds									
8	Staircase Moulds									
9	Lintel/Chajja Moulds									
10	EOT Cranes/A-Frame Cranes									
	Jib Cranes									
	Concrete Cutter									
	Concrete buckets									
	Spot welding machine									
	Mesh bending machine									
	Steel shuttering, scaffolding									

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____ / _____ / _____

Price Proposal Submission Sheet

Date: _____

IFB No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (b) We offer to execute in conformity with the Bidding Document and in accordance with the terms specified in Section V, Schedule of Works, the following Work: _____
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
- (d) The discounts offered and the methodology for their Bid are: _____
- (e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

(If none has been paid or is to be paid, indicate “none.”)

- (f) We agree to permit BPBCC or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by BPBCC.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Bid

Abstract of Bid Prices

Date:.....

IFB Number:

Name of Bidder _____

Section V
Schedule of Works

CONTENTS

- 1) Layout Plan and Architectural Drawings- Attached with the Bid Document.**
 - 2) Detailed Specifications- Attached with the Bid Documents.**
-

Section VI

General Conditions of Contract (G.C.C.) Part 1

Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode.

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General Conditions of Contract (GCC)

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The **Activity Schedule** is a schedule of the activities comprising the mobilization, design construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.1 here under.
 - (d) **Deleted**
 - (e) **Compensation Events** are those defined in GCC 41.1 here under.
 - (f) The **Completion Date** is the date of completion of the Works as certified by the Project Director/Executive Engineer, in accordance with GCC 52.1.
 - (g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
 - (h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
-

- (i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
 - (j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (k) **Days** are calendar days; months are calendar months.
 - (l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (m) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (n) The **Defects Liability Certificate** is the certificate issued by EXECUTIVE ENGINEER upon correction of defects by the Contractor.
 - (o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
 - (p) **Drawings** include calculations and other information provided or approved by the EXECUTIVE ENGINEER for the execution of the Contract.
 - (q) The term "**Employer**" means BPBCC and/or Engineer-In-Charge or any other authorized person designated by BPBCC. **The references "EXECUTIVE ENGINEER", "Engineer In-charge", "EXECUTIVE ENGINEER", "Engineer" are synonymous.**
 - (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
 - (s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
-

- (t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the **EXECUTIVE ENGINEER** by issuing an extension of time or an acceleration order.
- (v) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (w) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the **EXECUTIVE ENGINEER**.
- (x) The **Start Date** is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (y) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (z) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (aa) A **Variation** is an instruction given by the **EXECUTIVE ENGINEER** which varies the Works.
- (bb) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.

2. **Interpretation**

2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no

- (cc) Materials are all supplies, including consumables, used by the Contractor for incorporation
-

in the Works.

(dd) **“Party”** means the Employer or the Contractor, as the context requires

(ee) **PCC means Particular Conditions of Contract.**

(ff) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(gg) The **Project Director** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the EXECUTIVE ENGINEER) who is responsible for supervising the execution of the Works and administering the Contract.

(cc) **Retention Money** means the aggregate of all money retained by the Employer

(dd) The **Site** is the area defined as such in the PCC.

(ee) **Site Investigation Reports** are those that were included in the significance. Words have their normal meaning under the language of the Contract unless specifically defined. The EXECUTIVE ENGINEER shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (Other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Letter of Acceptance,

(c) Contractor’s Bid,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract,

(f) (Prices for Lump sum Contract)

- (g) Drawings,
- (h) Employers' requirement –section 6 of volume –I technical bid
- (i) Volume – III Standard Specifications, and
- (j) Any other document listed in the PCC as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the PCC.

4. EXECUTIVE ENGINEER's Decisions

4.1 Except where otherwise specifically stated, the EXECUTIVE ENGINEER shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The EXECUTIVE ENGINEER may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the EXECUTIVE ENGINEER, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other

Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the EXECUTIVE ENGINEER. The EXECUTIVE ENGINEER shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the EXECUTIVE ENGINEER asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employers Risks

11.1 Risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

12. Contractor's Risks

12.1 From the Starting Date until the completion of Defects Liability period, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor,

insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the EXECUTIVE ENGINEER for the EXECUTIVE ENGINEER's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the EXECUTIVE ENGINEER.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall refer to Site Investigation Reports referred to in the PCC, supplemented by any information available to the Bidder.

15. Contractor to Design and Construct the Works

15.1 The Contractor shall design and construct and install the Works in accordance with Section V – Schedule of Works.

16. The Work to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the EXECUTIVE ENGINEER, and complete them by the Intended Completion Date.

17. Designs by Contractor and Approval by the EXECUTIVE ENGINEER.

17.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the EXECUTIVE ENGINEER, who is to approve them if they comply with the Specifications and Drawings.

17.4 The EXECUTIVE ENGINEER's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.6 All Designs and Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project. Director before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the EXECUTIVE ENGINEER of such discoveries and carry out the EXECUTIVE ENGINEER's instructions for dealing with them.

20. Possession of the site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the EXECUTIVE ENGINEER and any person authorized by the Project Director/Executive engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instruction, Inspection and Audit

22.1 The Contractor shall carry out all instructions of the **EXECUTIVE ENGINEER**, which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit the BPBCC to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the BPBCC. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the BPBCC.

23. Appointment of the Adjudicator

Deleted

24. Procedure for Disputes.

Deleted.

B. Time Control

25. Program

25.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the EXECUTIVE ENGINEER for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the **EXECUTIVE ENGINEER**, for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the EXECUTIVE ENGINEER may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the EXECUTIVE ENGINEER.

25.4 The **EXECUTIVE ENGINEER**'s approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Director again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The **EXECUTIVE ENGINEER** shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The **EXECUTIVE ENGINEER** shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the EXECUTIVE ENGINEER for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 Deleted

28. Delays Ordered by the EXECUTIVE ENGINEER

28.1 The **EXECUTIVE ENGINEER** may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management meetings

29.1 Either the **EXECUTIVE ENGINEER** or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The **EXECUTIVE ENGINEER** shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the **EXECUTIVE ENGINEER** either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. **Early Warning**

30.1 The Contractor shall warn the **EXECUTIVE ENGINEER** at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, or delay the execution of the Works, and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the **EXECUTIVE ENGINEER** in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the **EXECUTIVE ENGINEER**.

C. **Quality Control**

31. **Identifying Defects**

31.1 The **EXECUTIVE ENGINEER** shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The **EXECUTIVE ENGINEER** may instruct the Contractor to search for a Defect and to uncover and test any work that the **EXECUTIVE ENGINEER** considers may have a Defect.

32. **Tests**

32.1 If the **EXECUTIVE ENGINEER** instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

33. Correction of Defects

33.1 The **EXECUTIVE ENGINEER** shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the EXECUTIVE ENGINEER notice.

34. Uncorrected of Defects

D. Cost Control

35. Contract Price

35.1 Payment will be done as per payment schedule attached

36. Changes in the Contract Price

36.1 deleted

37. Variations

Deleted

38. Cash Flow Forecasts

38.1 Deleted

39. Payment Certificates

39.1 The Contractor shall submit to the EXECUTIVE ENGINEER monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The EXECUTIVE ENGINEER shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the EXECUTIVE ENGINEER.

39.4 The value of work executed shall comprise:

(a) Deleted

40. Payments

40.1 As per availability of fund

41. Compensation Events

41.1 The following shall be Compensation Events:

(a) The Employer does not give any Compensation Events:

42. Tax

42.1 The employer will not pay any additional tax to the contractor

43. Currencies Indian rupees

44. Price Adjustment

44.1 Price adjustment not allowed

45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.

45.2 Upon the issue of a Certificate of Completion of the Works by the EXECUTIVE ENGINEER, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the **EXECUTIVE ENGINEER** has certified that all Defects notified by the **EXECUTIVE ENGINEER** to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” bank guarantee.

46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor.

47. Bonus

47.1 Price adjustment not allowed

48. Advance Payment

The Employer shall not make any advance payment to the contractor

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

50. Day works

50.1 No applicable, the Day works rates

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

52. Completion

52.1 The Contractor shall request the EXECUTIVE ENGINEER to issue a certificate of Completion of the Works, and the EXECUTIVE ENGINEER shall do so upon deciding that the work is completed.

53. Taking Over

53.1 Deleted

54. Final Account

54.1 The Contractor shall supply the EXECUTIVE ENGINEER with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period.

55. Operating and Maintenance Manuals

55.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC 55.1, or they do not receive the EXECUTIVE ENGINEER’s approval, the EXECUTIVE ENGINEER shall withhold the amount stated in the PCC from payments due to the Contractor.

56. Termination

56.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage have not been authorized by the EXECUTIVE ENGINEER;

(b) the EXECUTIVE ENGINEER instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) the EXECUTIVE ENGINEER gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the EXECUTIVE ENGINEER;

(f) the Contractor does not maintain a Security, which is required; and

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC.

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the EXECUTIVE ENGINEER for a cause other than those listed under GCC

56.2 Above, the EXECUTIVE ENGINEER shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

57.1 BPBCC requires that Contractors, Subcontractors, manufacturers, and Consultants under BPBCC financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the BPBCC:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of BPBCC financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to BPBCC to remedy the situation; and

(d) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in BPBCC financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an BPBCC financed contract.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the EXECUTIVE ENGINEER shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC.

58.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the EXECUTIVE ENGINEER shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works,

59. Property

9.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the EXECUTIVE ENGINEER shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate

61. Suspension of BPBCC Loan or Credit

61.1 Deleted

62. Eligibility

62.1 The Contractor shall have the Indian nationality.

F. Other General Conditions

63. Indemnities

63.1 Contractor shall be liable for indemnify the other Party against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions, subject to the exception defined in Clause 63.2

63.2 The Contractor shall be solely responsible for and shall indemnify and hold harmless against all claims, liabilities and costs of action in respect of injury to or death of any person in the employment of the Contractor or any of his Subcontractors subject to exceptions defined in clause 63.3.

64 Conditional Bids

64.1 Conditional Bids will not be considered.

65 Royalties

65.1 Except otherwise stated, the Contractor shall pay all tonnage and other royalties, payments or compensation, if any for getting stone, sand, gravel, clay or other materials required for the works. **As per state gov. rule**

66 Third Party Inspection and Testing

66.1 One agency among the agencies appointed by the Employer will undertake independent third-party inspections and testing for supply of flow meters CI valve chambers, pipes and valves used for water supply distribution and all works and any civil structure or material or

work as may be applicable and as desired by the EXECUTIVE ENGINEER. The Contractor shall be wholly responsible to make his own arrangements with the approved third-party inspection agencies for carrying out the required tests. The Contractor shall be responsible to obtain permission for and provide all facilities to such agency for carrying out such inspections or testing as may be required. The Third-Party Inspection charges of the agency only will be paid by the contractor and all the other costs for such independent inspection and testing shall be borne by the contractor. **The Agencies for third party inspection shall be IIT/NIT or decided by Bihar Police Building Construction Corporation. The extent to which Materials and works will be tested by third party shall be decided by the competent authority.**

66.2 A mutually agreed quality assurance plan with minimum requirements as per Indian Standards will be developed which provides for inspection and certification by the third-party (NIT/IIT) inspection agency at specified times.

66.3 No material shall be delivered to the site without formal inspection or testing unless otherwise waived in writing by the EXECUTIVE ENGINEER with a certificate issued by the contractor, which is endorsed by the Engineer that the item confirms to the requirement of contract in all respects.

66.4 The Employer or his authorized representative may make inspections at any of the manufacturing or shipping points at any time in addition to the schedule provided in this specification at the cost of Employer. However, during such inspection, if it is found that any of the items are not being manufactured or shipped in accordance with the specifications, the contractor shall bear all expenses including fees incurred by the employer in respect of such inspection.

66.5 The contractor shall perform or make arrangements for all tests required when requested by the Employer.

66.6 The Contractor shall agree with the EXECUTIVE ENGINEER on the time and place for the inspection of any materials or plant. The EXECUTIVE ENGINEER shall give the contractor not less than 24 hours' notice of his intention to carry out inspection or to attend the tests. If the EXECUTIVE ENGINEER or his duly authorized representative does not attend on the date agreed, the Contractor may, unless otherwise instructed by the EXECUTIVE ENGINEER, proceed with the test reports.

66.7 If at the time and place agreed in accordance with as mentioned in the clause 66.4 and 66.6, The materials or Plant if, as a result of the inspection or testing referred to in this Clause, the EXECUTIVE ENGINEER determines that the materials or plant are defective or otherwise not in accordance with the contract, he may reject the materials or plant and shall notify the contractor there of immediately. The notice shall state the EXECUTIVE ENGINEER's observations with reasons. The Contractor shall then promptly make good the defect or replace the same. If the EXECUTIVE ENGINEER so requests, the tests of such material or plant shall be made or repeated under the same terms and conditions. All costs incurred by the EXECUTIVE ENGINEER or the Third-Party inspection agency for the inspection of the tests shall be determined by the EXECUTIVE ENGINEER and shall be recoverable from the contractor and may be deducted from any money's due that the Contractor and the EXECUTIVE ENGINEER shall notify the Contractor accordingly.

66.8 Any inspection carried out by the EXECUTIVE ENGINEER shall not relieve the contractor of his obligations under the contract.

67 License for Explosives

67.1 The Contractor should take necessary licenses under the current explosive rules to enable him to manufacture and process the quantity of gunpowder / explosive and perform the blasting as necessary according to prevailing rules.

68 Contractor's General Responsibilities

68.1 The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labor, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall promptly notify the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

68.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all

Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated here under or as may be otherwise agreed) for the design or specification of Permanent Works, not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Employer.

68.3 The Contractor shall provide all necessary superintendence during the execution of the Works and as long as thereafter as the EXECUTIVE ENGINEER may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized representative approved of by the EXECUTIVE ENGINEER, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Engineer. If the approval of the representative is withdrawn by the EXECUTIVE ENGINEER, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the EXECUTIVE ENGINEER.

68.4 The Contractor shall be responsible for:

- (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
- (b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

68.5 If, any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the EXECUTIVE ENGINEER shall, at his own cost, rectify such error to the satisfaction of the EXECUTIVE ENGINEER, unless such error is based on incorrect data supplied in writing by the EXECUTIVE ENGINEER, in which case the EXECUTIVE ENGINEER shall determine an

addition to the Contract Price as per the relevant provisions of the contract and shall notify the Contractor accordingly.

68.6 The checking of any setting-out or of any line by the **EXECUTIVE ENGINEER** shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

69 Water for works and workforce

69.1 The contractor at his own expenses should provide water from municipal mains or other sources for the use of work and workmen.

70 Engineer in Charge and Engineer in Charge representative:

70.1 The **EXECUTIVE ENGINEER** is the representative of the Employer and the contractor is bound to take all his instructions as that of the employer. The **EXECUTIVE ENGINEER** shall represent the employer in all dealings with the Contractor concerning the work, including administering contract, certifying payments due to the contractor, issuing and valuing variations, awarding extension of times and valuing compensation events as per the powers delegated to him by the employer and after taking necessary approvals.

70.2 The **EXECUTIVE ENGINEER**'s representative who would be appointed to assist the **EXECUTIVE ENGINEER** would be notified to the Contractor. The Employer / **EXECUTIVE ENGINEER** may employ any other additional representative for managing this contract.

70.3 The **EXECUTIVE ENGINEER** may from time-to-time delegate the **EXECUTIVE ENGINEER**'s representative any of the duties and authorities vested in the **EXECUTIVE ENGINEER** and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

70.4 The Project Manager's representative may appoint any number of persons to assist the **EXECUTIVE ENGINEER**'s representative in carrying out his duties. He shall notify to the

Contractor the names, duties and scope of authority of such persons.

71. Alterations Additions and Omissions

71.1 The EXECUTIVE ENGINEER shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any reason it shall, in his opinion appropriate he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works, or
- (f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with relevant provisions of the Contract. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

72. All leads and lift

72.1 The works would be quoted for all lead and lift unless otherwise specified particularly in the document.

73. Site Order Book

73.1 A site order book is to be maintained at site by the contractor for issue of necessary Instructions during the site visits. It is binding on the contractor to enforce such instructions and if the compliance of such instructions would have financial implications, the contractor need to inform the EXECUTIVE ENGINEER on the financial implications on executing the instruction, obtain his permission, and sanction before executing such works. No additional payment would be made on the basis of the instructions of the site order alone. The site in charge of the Employer and the Contractor should sign both while issuing the order and after compliance. The site order book needs to be serially numbered. The site order should be maintained by the

contractor throughout the work and submitted to the EXECUTIVE ENGINEER before the payment of the final bill.

74. Measurement Book:

74.1 All measurements should be recorded directly in the Measurement Book as per the instructions printed in the Measurement Book.

75. Safety, Security and Protection of the Environment

75.1 Accidents – Hoarding – Lighting – Observations – Watchmen:

The contractor shall be responsible for the safety of the labor employed by him and he shall be liable for payment of necessary compensation in the case of accidents as per workers compensation act.

(a) When excavations have been made or obstacles have been put in public through-fares or in places where there is likelihood of accidents, the contractor shall comply with any requirement of law on the subject and shall provide suitable Hoarding- Lighting, watchmen when and where necessary or required by the **EXECUTIVE ENGINEER** or by any duly constituted authority, for protection of works and safety and convenience of the public or others. In case of excavations on roads, a traffic diversion plan should be made and got approved by the concerned authorities.

(b) It shall be the contractor's sole responsibility to protect the public and its employees against the accident from any cause and he shall indemnify the Government against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against any claims thereafter.

(c) On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accidents, intimate the employer in writing, the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable

by the Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise confirm to said Act in regard to such accident.

(e) In the event of an accident in respect of which compensation may become payable under the workmen's Compensation Act VIII of 1923 whether by the Contractor or by the Government as principal it shall be lawful for the Project Manger to retain out of moneys due and payable to the contractor such sum or sums of money as may, the opinion of the **EXECUTIVE ENGINEER** shall be final in regard or all matters arising under this clause.

(f) The Contractor shall provide and maintain upon the Works and the Site sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO Convention No.62. The appliances and equipment shall be available for use at all times during the Contract Period.

75.2. Noise, Disturbance and Pollution: Works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbances created while executing the Works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability. Necessary permissions as may be required from Pollution Control Board or any other regulatory authority shall have to be obtained by the Contractor for erecting and operating any plant or machinery and for other operations required for the execution of the Works in the Contract.

75.3 Site Sanitation: The contractor should provide and erect prior to commencement of the work sufficient latrines, drinking water, pucca shed and first Aid for the use of workmen, both males and females and should keep the same disinfected and clean a all times during the progress of the work and remove the same and restore to original ground on completion of the works.

75.4 HIV/AIDS/H1N1/Covid19 awareness and prevention program: It is obligatory as a part of the Contractor to carryout HIV / AIDS/H1N1/Covid awareness and prevention program and dissemination of information on worksites on risks of sexually transmitted diseases and HIV/AIDS as a part of health and safety measures for those employed under the Contract.

76. Labor

76.1 The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

76.2 The Contractor shall, if required by the **EXECUTIVE ENGINEER**, deliver to the **EXECUTIVE ENGINEER** a return in detail, in such form and at such intervals as the **EXECUTIVE ENGINEER** may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such other information as the **EXECUTIVE ENGINEER** may require.

77. Compliance with Labor Regulations

77.1 During continuance of the contract, the Contractor shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor law that are applicable to construction industry are given below. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or Rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ Regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

77.2 The employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

77.3 Salient feature of some major labor laws applicable to establishments engaged in building and other construction work:

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of
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injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- Pension or family pension on retirement or death, as the case may be.
- Deposit linked insurance on the death in harness of the worker.
- Payment of P.F accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract labor (Regulation and Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labor and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. the Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employments as per the act.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male and Female workers and for not making discrimination against Female Employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a

minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/ per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/-per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock – out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
 - k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50) The Act provided for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
 - l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
 - m) Child Labor (Prohibition and Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.
 - n) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter- state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to establishment and back, etc.
 - o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Chess Act of 1996: All the Establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay chess at the rate not exceeding 2% of the cost of construction as may be modified by the Government.
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The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First Aid facilities, Ambulance, housing accommodations for workers near the work place etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

77.4 Notwithstanding what is given in the above the acts as amended late stly shall apply from time to time.

78. Fair Wage Clause:

78.1 The following should be followed in respect of payment of wages to the labor.

- (a) The contractor shall pay not less than fair wages to laborers engaged by him on the work. "Fair Wages" means wage whether for time or piece work notified at the time of inviting Bids for the work and where such wages have not been so notified the wage prescribed by the Central PWD for the District in which the work is done".
- (b) The contractors shall not withstand the provisions of any contract to the contrary cause to be paid a fair wage to laborer's indirectly engaged on the work including any labor engaged by his subcontractor in connection with the said work as if the laborer's had been immediately employed by him.
- (d) In respect of all labor directly or indirectly employed in the works for the performance of the Contractor's part of this agreement, the contractor shall comply with or cause to be complied with (the Central P W D Contractor's labor) regulations made by Government in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wages register, other terms of employment, inspection and submission of periodical returns and all wages cards, publication of scale of wages and returns and all other matters of a like nature.
- (e) The Executive **EXECUTIVE ENGINEER** or Subdivision Officer concerned shall
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have the right to deduct from the moneys due to the contractor and any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of works, nonpayment of wages or deductions made from his or their wages which are not justified by their terms of contract or non-observance of the regulations.

(f) Vis – a Vis the Central Government the Contractor shall be primary liable for all payment to be made under the observance of the regulations aforesaid without prejudice to his right to claim from this subcontractor.

(g) The regulation aforesaid shall be deemed to be a part of this contract and breach there shall, be a breach of this contract.

79. Pollution

79.1 Subject and without prejudice to any other provision of the contract and the law of the land and its obligations as applicable the contractor shall take all reasonable precaution.

(a.) Procurement and renewal of the NOC from State Pollution control board, till the expiry of the contract will be the sole responsibility of the contractor. The Employer shall be indemnified against any claim arising out of non-obtaining of the NOC by the Contractor.

(b.) Procurement and renewal of the NOC from Jal Nigam/Nalkoop Nigam for boring etc., till the expiry of the Contract will be the sole responsibility of the Contractor. The Employer shall be indemnified against any claim arising out of non-obtaining of the NOC by the Contractor.

(C.) Procurement and renewal of the NOC from the Department of Geology and Mines, till the expiry of the Contract will be the sole responsibility of the Contractor. The Employer shall be indemnified against any claim arising out of non-obtaining of the NOC by the Contractor.

(d.) In connection with rivers, streams, waterways, drains, water-courses, lakes, reservoirs and the like to prevent:

- I.) Silting;
 - ii.) Erosion of their beds or banks; and
 - iii.) Pollution of the water so as to affect adversely the quality of appearance thereof of cause injury or death to animal and plant life.
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(e.) In connection with underground water resources including percolating water to prevent:

- i.) Any interference with the supply to or obstruction from such sources; and
- ii.) Pollution of the water so as to affect adversely the quality thereof.

80. The Apprentices Act 1961

80.1 The contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) the rules made there under word and any order that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so be shall be subject to all liabilities and penalties provided by the said Act and the said rules.

81. Details to be Confidential

81.1 The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Employer whose determination shall be final.

82. Customs and Security Requirements

82.1 The Contractor shall comply with all regulations for the time being imposed by the Customs and Security Authorities in respect of the passage of Plant, Vehicle, materials and personnel through Customs barriers.

83. Generic Environmental Management and Monitoring Plan

83.1 Environmental Management and Monitoring Plan (EMP) is the key to ensure a safe and clean environment. The desired results from the environmental mitigation measures proposed in the project may not be obtained without a management plan to assure its proper implementation and function. The EMP envisages the plans for the proper implementation of mitigation measures to reduce the adverse impacts arising out of the project activities. The Contractor shall follow the generic environmental management plan given as Annex-1, General Conditions of Contract. However, based on the site requirements, mitigation measures worked out in project

specific EIA/IEE reports shall be adopted in coordination with Site Engineer.

84. Social Liability

84.1 The following should be followed:

- I.) The Contractor shall bear the cost of any impact on structure or land due to movement of machinery during construction.
- ii.) All temporary use of lands outside ROW to be through written approval of Land owner.
- iii.) Location of construction camps to be set up in consultation with PWD.

85. Stamp Duties

85.1 The stamp duty on security deposits as applicable shall be paid by the contractor as per guideline of Government of Bihar Undertaking Undertaking

86. Use of Local Labor and Material

86.1 The contractor should as far as possibly attempt to use the Local Labor and Material for they said work.

87. Escrow Account

87.1 Employer will release all advances and payments in an Escrow account hence contractor shall open an Escrow account in Patna within 15 days of contract signing. In case of delay in opening an Escrow account the project work shall not hamper and contract shall manage work progress from its own source of funds.

88. Invoke Contract

88.1 If the Performance of contractor is not found satisfactory, the Employer may invoke the contract.

BLANK

Annexure 1. Generic Environmental Management and Monitoring Plan

[Clause 83 of General Conditions of Contract]

(Note: Contractor shall follow this generic environmental management plan. However, based on the site-specific requirements, mitigation measures worked out in project specific EIA/IEE reports shall be adopted in coordination with site Engineer)

Activity	Potentially Negative Impacts	Mitigation Measures	Location
Establishment and shifting of construction camps	Deforestation and poaching by laborers in forest/protected areas. Improper waste disposal. Loss of aesthetic beauty. Negative impacts on public health. Disturbance to nearby settlements. Unfriendly use of community resources such as non-timber forestry products by construction workers. Leaving dirty and waste material after shifting form one camp site to another	Provision of cooking gas to contractors' Staff. Illegality of cutting trees, hunting and fishing and other prohibited activities in community areas to be avoided, Provision of proper waste disposal facilities and health facilities, Health screening of imported workers, Prior information to nearby communities and Sanctuary warden posts of camp establishment. Ensure clean area left behind when shifting camp. Contractor shall follow the Guidelines in Appendix 1- A to 1- C.3	All sites of project

Removal of vegetation and uprooting of trees	Negative changes in micro level wildlife habitat/environment. Soil erosion. Scarring of landscape.	Removal of only necessary vegetation. Suitable bio-engineering and re-vegetation of the road shoulders. Compensatory tree plantation.	All sites of project
Cutting of hill slope and earth removal from borrow areas	Soil erosion and landslides scarring of landscape due to improper disposal of debris. Dust pollution. Disruption of local drainage. Siltation in nearby water bodies and hence negative effects on aquatic ecology. Noise and disturbance to wildlife and nearby communities.	Confine cutting activities to dry season. Use "full cut" method. Disposal of debris at proper sites or re-use material for construction. Use of appropriate bio-engineering techniques immediately after cutting to maintain stability of slope above and below row. Proper restoration of borrow areas. Provision of appropriate drainage structures/facilities. Confine construction activities to day	Location of Curves, Cut and ill locations, landslide prone locations landslide prone locations

		times.	
Quarrying	Landslides (rockslides/falls), scarring of landscape, Disturbance to wildlife and nearby community	Use of controlled and environmentally friendly techniques for quarrying. Inform nearby community areas before any quarrying /blasting activities, Restrict quarrying operation	Quarry sites

Activity	Potentially Negative Impacts	Mitigation Measures	Location
	From quarrying activities	Only during the day time.	
Crushing of stone and transport of stone /materials.	Dust pollution affecting construction laboures and local vegetation. Air pollution from machinery and vehicle exhausts. Noise pollution and disturbance to nearby wildlife and communities.	Water sprinkling of stone crushing site. Proper covers for vehicles transporting stone and materials. Regular maintenance of machinery and vehicles. Confine stone crushing and transportation activities to day times.	Stone crushing sites and all project sites
Dust generation	Temporary-medium	Remove the excess soil immediately from the sit Minimize on-site storage. Bring construction sand/gravel only when required wet the soil and site regularly wet/cover the material/soil during transport	All location
Impacts due to soil disposal	Temporary-medium	Find beneficial uses of excess soil use excess soil/construction debris for road construction, Filling up low-lying and excavated areas like quarries Utilize the soil in STP construction	Pipeline replacement sites

		<p>in the city</p> <p>Identify disposal site before start of construction</p> <p>Stabilize top soil to arrest erosion</p>	
Impacts due to silt runoff from construction sites	Temporary –low	<p>Avoid construction activities during rains</p> <p>Minimize on –site soil storage</p> <p>Dispose excess soil immediately</p> <p>Provide temporary interception drains to avoid submergence of trenches and drain runoff quickly</p>	Pipeline replacement sites
Noise and air emissions from construction	Temporary –/low	<p>Carry out noise producing activities only during day time take special precaution to minimum the noise near hospitals/schools by change of technology</p> <p>Employ equipment/vehicles that comply with emission standards</p> <p>Ensure regular maintenance to control emissions</p>	All location

Activity	Potentially Negative Impacts	Mitigation Measures	Location
Access blockage to residential/commercial buildings, traffic disruption and public safety.	Temporary-medium	<p>Do no block access to any property</p> <p>Provide planks as foot bridges over trenches to provide access</p> <p>Ensure work completion on time. In very narrow lanes speed-up construction by increasing workforce</p> <p>Minimize disturbance to traffic. Ensure traffic diversions where required. Provide signboards.</p> <p>Provide public information on construction and traffic diversions.</p> <p>Provide signboards and barrier nets to ensure public safety</p> <p>Implement resettlement plan to address livelihood issues</p>	All sites of project
Damage and disturbance to other infrastructure in the construction site	Temporary-medium	<p>Confirm location of infrastructure.</p> <p>Finalize alignment in coordination with respective agencies like</p>	All sites of project

		UPCL,BSNL, DDN etc. Ensure permission before construction Public information in case of service disturbances	
Damage of drainage structures and hence disruptions to traffic, failure to enable proper drainage and Increased sedimentation.	Temporary-medium	Quality construction and maintenance.	All sites of project
Soil contamination by construction wastes, fuel etc	Temporary –low	Adopt good O & M practice Provide spill trays to oil containers	Protected areas/Forests areas along the project road
Social conflicts from employment generation	Temporary –/low	Employ workforce, especially unskilled, from local community Only	All sites of project

Activity	Potentially Negative Impacts	Mitigation Measures	Location
Contamination due to waste disposal from labour camps	Temporary /Low	Avoid construction camps by drawing workforce from local community Provide proper water supply and sanitation facilities in labour camps	All sites of project
All above impacts	Temporary	Prepare and implement a construction site management plan (To cover site preparation, construction and site clearance after construction) incorporating all the above mitigation measures	All sites of project

Source: Anon 1996-97, National Ambient Air Quality Monitoring Series NAQMS/a/1996-97, Central Pollution Control Board, Delhi.

* Average Arithmetic mean of minimum 104 measurements in a year taken for a week
24 hourly at uniform interval

** 24 hourly/8 hourly values should meet 98 percent of the time in a year.

Appendix 1-C-2				
National Ambient Noise Quality Standards				
Sl. No	Area Code	Category Of Zone	Limit Leq in dB(A)	
			*Day	**Night
1	A	Industrial	75	70
2	B	Commercial	65	55
3	C	Residential	55	45
4	D	Silence Zone	50	40
* Day Time – 6.00am – 9.00pm (15 hours)				
**Night Time – 9.00pm – 6.00am (9 hours)				

Appendix 1-C-3**Primary Water Quality Standards**

Sl. No.	Designated Best Use	Class of Water	Criteria
1	Drinking water source (With conventional treatment)	A	1 Total Coliforms MPN/100 ml shall be 50 or less 2 P ^H between 6.5 to 8.5 3 Dissolved Oxygen 6 mg/1 or more 4 Biochemical Oxygen demand (BOD) 5 days 20°C 2 mg/1 or less
2	Outdoor bathing (organized)	B	1 Total Coliforms MPN/100 ml shall be 500 or less 2 P ^H between 6.5 to 8.5 3 Dissolved Oxygen 5 mg/1 or more 4 Biochemical Oxygen demand
3	Drinking water source (Without conventional treatment)	C	1 Total Coliforms MPN/100 ml shall be 5000 or less 2 P ^H between 6 to 9 3 Dissolved Oxygen 4 mg/1 or more 4 Biochemical Oxygen demand (BOD) 5 days 20°C 3 mg/1 or less
4	Propagation of Wildlife	D	1 P ^H between 6.5 to 8.5 for fisheries 2 Dissolved Oxygen 4 mg/1 or more 3 Free Ammonia (as N) 1.2 mg/1 or Less
5	Irrigation, Industrial	E	1 P ^H between 6.0 to 8.5

Section VII
Particular Conditions of Contract (P.C.C.) Part 1

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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Appendix-1 Summary of Environmental Monitoring Plan

Appendix-2 Summary of Mitigation Measures for Managing Environmental Impacts

A. General	
GCC 1.1 (q)	The Employer is Bihar Police Building Construction Corporation, PATNA.
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall as mentioned in Notice to Proceed
GCCs 1.1 (aa) & 4.1	
GCC 1.1 (cc)	Site is located in Anandpur Bihta, Patna, Bihar.
GCC 1.1 (ff)	Start Date shall be reckoned from the date mentioned in Notice to proceed by the employer.
GCC 1.1 (jj)	The work consists of “ Design and Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode. on EPC basis based on the approved Layout Plan and Architectural Drawings of Bihar Police Building Construction Corporation.
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(I)	<p>The following documents also form part of the Contract Agreement:</p> <p>Filled Bid Document</p> <p>Detailed Specification of work for each item.</p> <p>All the design and drawing submitted by the contractor.</p> <p>QA/QC procedure/manual submitted by the contractor</p> <p>If any addendum issued.</p> <p>Minutes of pre-bid meeting</p> <p>Letter of clarifications and replies.</p>
GCC 3.1	<p>The language of the contract is English.</p> <p>The law that applies to the Contract is the laws of Bihar State. The bidder should be familiar with the tax laws of the country.</p> <p>This contract shall be governing law construed in accordance with laws of Bihar and</p>

	suit or other proceedings relating the contract shall be filed or taken up by the contractor in any court of law except in High Court which has the jurisdiction in which the work lies, to hear and determine all actions and proceedings in connection with and arising out of the Contract and Contractor shall submit to the Jurisdiction of the aforesaid Court of Law for the purpose of any such action of proceedings.
GCC 5.1	The EXECUTIVE ENGINEER Delegates his power to his representative as per the requirement of the work for supervision and execution of works under contract.
GCC 7.1	Deleted
GCC 8.1	Schedule of other contractors: Not Applicable
GCC 9.1	Add 9.3 – In the event of failure of the Contractor to deploy the personnel and equipment's as agreed in the Bid Document, an amount equivalent to 0.05% of the Contract value or Rupees 0.10 million, whichever is greater, shall be deducted from the next payment as per direction of E/I.
GCC 12.1	Add: The Defects Liability Period is for 3(three) year after complete handover of Works
GCC 13.1	<p>13.1.1 The minimum insurance amounts and deductibles shall be:</p> <p>(a) for the Works, Plant and Materials: Full replacement cost</p> <p>(b) For loss or damage to Equipment: Full replacement / repair cost</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Full replacement / repair cost</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: / other people.</p> <p>13.1.2 The above insurances shall be in the names of the contractor shall cover:</p> <p>(a) Contractor against all loss or damage from whatsoever cause arising, other than as provided Sub-Clause 13.1.3, from the first working day after the commencement date until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and</p> <p>b) the Contractor for his liability;</p> <p>(i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and</p> <p>(ii) for loss or damage occasioned by the Contractor in the course of any operations</p>

	carried out by him for the purpose of complying with his obligations under Clause GCC 33.
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13.1.3 Exclusions: There shall be no obligation for the insurance in Sub-Clause 13.1.1 to include loss or damage caused by

(a) War, hostilities, invasion, act of foreign enemies.

(b) Rebellion, revolution, insurrection or military or usurped power, or civil war.

13.1.4 Adequacy of Insurance: The Contractor shall notify the insurers of changes in the nature, extent or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premium.

13.1.5 Remedy on Contractor's failure to Insure: If the Contractor fails to effect and to keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Clause 13.1.7, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time and deduct 125 % of the amount so paid from any money due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

14.1 Employer which would be allowed for examination to the interested bidders for reference in the office of the Employer and it is the responsibility of the bidder to assess the adequacy of such reports. Other points to be noted are:

(i) The Employer does not undertake to construct or make available any approach road to the proposed worksite and the bidder shall get acquainted with available means of approaches to the proposed site and quote for various items. The Employer shall not be liable for any claim raised later on the plea of non-availability or non-access to the site

(ii) The contractor, before the submission of the Bid, can refer to any such available data as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the works. But the contractor shall be responsible for his own interpretation thereof. The Contractor

shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting the bid, as to;

(a) The form and nature thereof, including the subsurface conditions.

(b) The hydrological and climatic conditions

(c) The extent and nature of work and materials necessary for the execution and completion of the works and the remedying of any defects therein, and

(d) The means and access to the site and the accommodation he may require, and in general deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

GCC 17.1 The contractor is required to carry out design work for all the permanent works proposed under the contract.

GCC 19.1 Please add the following after the last sentence of GCC 19.1 All old curiosities, relic coins, minerals etc., found in the excavation or pulling down shall be the property of the Government. Should any ancient masonry or other old work of interest be opened up, or any religious edifice or relic is involved in removal or destruction, in the execution of a work, a clear report on the matter should be sent to Government through the Employer and orders obtained before the demolition or removal of such works or relics. Similarly, regarding old curiosities etc., obtained during excavation, the EXECUTIVE ENGINEER should consult the District Collector through appropriate channel regarding disposal of the same.

GCC 20.1 The site would be handed over to the successful contractor as per program of works. How-ever, if delay is caused then that much extension of time would be granted. No compensation would be entertained on account of delay in handing over the site.

GCC 24.1 Deleted

B. Time Control

GCC The Contractor shall submit for approval a Program for the works within 28 (Twenty-eight)

25.1 days from the date of signing of agreement.

GCC The period between Program updates is 30 days.

GCC 25 .4 Add 25.5 read as

If the works are required to be carried out during the night hours, prior approval of Engineer is required for such works. However, no extra payment shall be made on this account.

Add

GCC26 Extension of time for completion of works will not be granted on the basis of reasonably predictable events, festivals and site conditions. The contractor shall on his own expense conduct a site survey, horological survey, climatic survey and Social cum cultural survey be-fore start of works to identify site conditions, temperature, rainfall conditions, cultural & festive events and any other event which is certain to hamper works on the basis of past records. These conditions shall be incorporated in the Project Execution Plan and Resource Plan submitted to BPBCC within 30 days from Contract signing.

GCC 29 The Management meeting shall be conducted. The meeting shall include the review of the progress of work other than the matters specified above. The authorized representative of the contractor (EXECUTIVE ENGINEER / Site-in- charge) shall attend this meeting. The contractor shall submit his monthly progress report of works as per the approved for-mat.

C. Quality Control

GCC 33 The Defects Liability Period is 3 Years from the date of handing over of completed site in all respects.

D. Cost Control

GCC35 Add – Add Sub Clause

35.1 – Provisional Sum:

Provisional Sum means a sum included in the contract and so designated in the Indicative Quantities for execution of any part of the work or for contingencies, where sum may be used, in whole or part, or not at all, on the instruction of the Engineer. The Contractor shall be entitled to only such amounts in respect of work, supply or contingencies to which such provisional sums related as the Engineer shall determine in accordance with this clause. The Engineer shall notify

the Contractor of any determination made under this sub-clause, with a copy to Employer

35.2 – Use of Provisional sum

The Contractor shall produce the Engineer all quotations, invoices, vouchers and accounts of receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the bid

GCC36.1 DELETED

GCC40 Add – No interest shall be paid for the late payments.

Add -GCC 40.1

GCC 40.1 Schedule of payment terms is enclosed separately

All milestone completions shall be certified by employer or its authorized representative and duly signed completion certificate shall be submitted by contractor along with in-voice/bills raised.

All advances will be released against submission of security in terms of Bank Guarantee or equivalent.

GCC41 Add: Deleted

GCC43.1 The currency of the Employer's country is: Indian Rupees.

GCC 44 Replace the existing price adjustment clause with following new clause: The Price quoted by the Bidder shall be fixed for the entire duration of the Contract and are not subject to any adjustment under any circumstances. The bidder shall include adequate provisions in his item rates to cover any contingencies on account of the rise or fall of costs during the Contract period.

GCC45 Not Applicable

GCC 46.1 Replace as “Time is the essence of the Contract. The Contractor shall be liable to pay to the Employer, the liquidated damages as follows

(a)0.05% of the unaccomplished work value against the targeted work at the end of the one fourth Contract period

(b)0.05% of the unaccomplished work value against the targeted work at the end of the half Contract period

(c)0.05% of the unaccomplished work value against the targeted work at the end of the three fourth Contract period

(d)0.05% of the full Contract value at the end of the Contract period

The above rate of penalty shall be per day till the progress is covered proportionately.

The Employer is entitled to recover any penalty mentioned in the bid document as applicable from the next Running Accounts Bill raised by the Contractor and /or through encashment of Bank Guarantee / Security Deposit that will be submitted by the contractor. If the value of the Bank Guarantee is more than the amount to be recovered then the remaining amount after recovery will be released to the contractor after submission of fresh Bank Guarantee for the revised amount as per the contract.
requirement.

The maximum amount of liquidated damages for the whole of the Works is limited to 10%. (ten percent) of the total Contract Price.

GCC47

Not Applicable

GCC 48.1 The Advance Payments shall be paid to the Contractor no later than 28 days after receiving the necessary Bank Guarantee, duly confirmed from the issuing bank as security valid for up to the expected date of completion of works. The bank guarantee shall be from nationalized or scheduled bank. The bank guarantee shall be valid up to the expected date of the Time for Completion of work mentioned in the contract document. In the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor.

GCC 48. 2 As specified in Clause No GCC 40.5

GCC49 Add the Contractor shall provide a Performance Security of 10% percent of the Contract Price.

E. Finishing the Contract

GCC 55.1 Replace by – The date by which as-built Drawings and Operations and Maintenance Manuals are required is within one month of completion of the work Or along with the submission of the final invoice of the contractor, whichever is earlier.

GCC 55.2 The amount to be withheld for failing to produce “as built” drawings by the date required in GCC 55.1 is: In case of “As Built Drawings” – The final payment will be withheld until submission of “As-built Drawings”.

GCC56 AddGCC56.2(I)The maximum number of days is: 200If the contractor does not follow the conditions in respect of (a) Prohibition of Child Labour, (b) Compliance with all statutory provisions of the labour (including equal pay for equal work), health safety, welfare, sanitation and working conditions and (c) carrying out HIV/AIDS/Corona19 awareness and prevention programs, and dissemination of information on risks of sexually transmitted diseases.

GCC 58. Deleted

F. Other General Conditions

- GCC 68 Add as 68: The Contractor shall establish site office for his staff and also make provision of space and furniture for Employer's Representative at his own cost.
- GCC 69 Add it: The contractor shall be fully responsible to arrange such electricity, power, water, and fuel as may be necessary to complete the works and fulfill his obligations under the Contract.
- GCC 70 Add: It is binding on the Contractor to carry out such extra work(s) as may be ordered by the **EXECUTIVE ENGINEER** with the approval of the Employer when, in the opinion of the **EXECUTIVE ENGINEER**, the same can conveniently and economically be carried out by the Contractor.
- GCC 71 Contractor shall comply with all applicable national, state, and local environmental laws and regulations. The Contractor shall (a) establish an operational system for managing environmental impacts (b) carry out all of the monitoring and mitigation measures set forth in the Environmental Management Plan for the subproject attached hereto as Appendix 1 and Appendix 2. The Contractor shall submit to the Employer quarterly reports on carrying out of such measures. The Contractor shall prepare a detailed Site Environmental Plan (SEP) for the work site, base camp, etc. showing arrangements for disposal of sanitary and other waste, location of fuel, oil and lubricant depots, sheds for equipment, labour and housing facilities, etc. prior to the construction for approval of the **EXECUTIVE ENGINEER**.
- GCC 72 Sample Appendix 1 and 2 are given, which may be modified as per the Project's requirement. Add. If the project progress is found below 50% of target project progress after 6 months from the date of signing of contract, it will be considered as sufficient ground for employer to invoke Part Contract. The employer on invoking Part Contract shall be entitled to float separate tender for works of this project which are not yet started by the contractor and/or works for which there has been no significant progress for the last 60 day as on the date of invoking the part contract and does not qualify for any extension of time. The contractor shall not be eligible for participation in the tenders floated by invoking Part Contract.
-

The employer on his discretion may revoke the Part contract if the contractor recovers the delays in project progress.

GCC 73 As per DBR

GCC 74 The contractor shall follow SOP for approval of various

documents. (i) Master consultant (ii) Engineer in charge (ii) Sanctioning officer of BPBCC. If contractor breach the above mention cycles they will be fined by Engineer in charge

GCC 75 The Contractor will have to maintain and care of Horticulture items for three years (up to DLP period) after handing over of work

GCC 76 The content of DBR shall be the sole criteria for execution of work in execution procedure. If some item specification is superior in G.F.C. drawing from DBR. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation. If the under-specification item is accepted from DBR in GFC drawing then Difference rate of item will be deduct from contractor bill.

GCC 77. FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR.

(i) The contractor has to provide site office with adequate facilities.

(ii) The contractor shall also make sufficient arrangement for documentary film of all project (submitted to EXECUTIVE ENGINEER office at end of every month) / photography / Videography / drone photography and Videography so that photographs/ video can be taken of any specific activity at any point of time. The contractor shall also provide software like MS Project etc. for the purpose of preparing progress report etc.

(iii) The contractor shall make all arrangements for foundation laying ceremony/ inaugural function/visit of senior offices/accommodation of EXECUTIVE ENGINEER, Assistant Engineer / Junior Engineer at site during project period etc for the project as required at his own cost. Any expenditure to be incurred by Bihar Police Building Construction Corporation shall be recovered from the contractor.

Summary of Environmental Monitoring Plan

Parameters to be Monitored	Location	Measurement	Frequency
Preparation of construction Management plan	NA	Inspection of Plan	One-off before start of construction
Implementation of mitigation measures	Construction sites	Verification with site activities	Weekly
Ambient air quality as per CPCB guidelines	Construction Sites	Suspended Particulate Matter (SPM), Respirable Particulate Matter (RSPM) and other parameters as directed by Environmental expert of DSC	Once in a month (2 monitoring stations in consultation with environmental expert/Environmental coordinator of DSC)
Noise quality as per CPCB guidelines	Construction Sites	Sound level, leq	Same as above

Appendix -1			
Summary of Environmental Monitoring Plan			
Parameters to Be	Location	Measurement	Frequency
Preparation of Construction management Plan.	NA	Inspection of Plan	One off before the construction.
Implementation of mitigation measures	Construction Sites	Verification of Site Activities	Weekly
Ambient air quality as per CPCB guidelines.	Construction Sites	Suspended Particulate Matter (SPM), Respirable Particulate Matter(RSPM) and other parameters as directed by the environmental expert of DSC	Once in a month (2 monitoring stations in consultation with environment expert / environmental coordinator of DSC)
Noise quality as per CPCB guidelines.	Construction Sites	Sound Level , Leq	Same as above

DSC-design and supervision consultant; CPCB-Central Pollution Control Board

Appendix-2

Summary of Mitigation Measures for Managing Environmental Impacts

Description of Impact	Magnitude of Impact	Mitigation Measures Proposed	Location
Tree cutting and removal of vegetation.	Permanent –low	<ul style="list-style-type: none">· No trees shall be cut outside actual construction area· Obtain prior of the Forest Department (FD) for tree cutting· Plant and maintain two trees (of same species or as suggested by the FD) for each tree felled	All location
Dust generation	Temporary-medium	<ul style="list-style-type: none">· Remove the excess soil immediately from the site· Minimize on-site storage. Bring construction sand/gravel only when required· Wet the soil and site regularly· Wet/cover the material/soil during transport	All location
Impacts due to soil disposal	Temporary-medium	<ul style="list-style-type: none">· Find beneficial uses of excess soil· Use excess soil/construction debris for road construction, filling up low-lying and excavated areas like quarries· Utilize surplus soil in back filling and filling of low areas in the city if possible.· Identify disposal site before start of construction· Stabilize top soil to arrest erosion	All location
Impacts due to silt runoff from constriction sites	Temporary-low	<ul style="list-style-type: none">· Proper precautions to be taken during monsoon season for	All location

		<p>construction activity</p> <ul style="list-style-type: none"> · Minimize on-site soil storage · Dispose excess soil immediately · Provide temporary interception drains to avoid submergence of trenches and drain run off quickly 	
Noise, and air emissions from construction	Temporary-low	<ul style="list-style-type: none"> · Schedule high noise generating activities during the day Take special Precaution to minimum the noise near hospitals/schools (by minimizing equipment use or change of construction method) .Employ equipment/vehicles that comply with emission standards Ensure regular maintenance to control emissions 	All location

Description of Impact	Magnitude of Impact	Mitigation Measures Proposed	Location
Blockage of access to residential /Commercial buildings, and traffic disruption and public safety	Temporary-medium	<ul style="list-style-type: none"> · Leave space for access between mounds of excavated soil · Provide footbridges for pedestrians and metal sheets for vehicles to allow access across trenches · Ensure work completion on time. In very narrow lanes speed-up construction by increasing the workforce · Minimize disturbance to traffic. Ensure traffic diversions where required. Provide signboards. · •No section of road shall be blocked for construction work unless there is an alternative access; provide sign boards indicating road diversions/alternative routes. Alternative roads shall be identified in consultation with the Traffic Police. · In congested sections, conduct the work during light traffic, and restore the road quickly · Consult affected business people to inform them in advance when work will occur · Provide signboards and barrier nets to ensure public safety · Address livelihood issues; Implement resettlement plan to address these issues 	All location

Damage, and disturbance to other infrastructure in the constriction site	Temporary-medium	<ul style="list-style-type: none"> · Confirm location of infrastructure. <p>Finalize alignment in coordination with agencies Ensure prior permission of respective agency</p> <ul style="list-style-type: none"> · Provide public information in case of service disruptions 	All location
Soil contamination	Temporary-Low	<ul style="list-style-type: none"> · Adopt good O&M practice 	All location

SECTION 8 - CONTRACT FORMS

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LETTER OF ACCEPTANCE

(Letter head paper of the Employer)

_____Date

To,

----- (Name and Address of the Contractor)

Dear sirs,

This is to notify you that your Bid dated _____for execution of the

_____ (name of the contract and
identification number,

as given in the instructions to Bidders) for the contract Price of Rupees

_____ (
(amount in words and figures), as corrected and
modified in

accordance with the instructions to Bidders' is hereby accepted by our agency.

We accept/ do not accept that _____be appointed
as the

Adjudicator. Your are hereby requested to furnish Performance Security, in the form
detailed in Para

34.1 of ITB for an amount equivalent to Rs. _____within 21 days of the receipt
of this letter

of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up
to

_____and sign the contract, failing which action as
stated in

Para 34.3 of ITB will be taken.

Yours faithfully

Authorized

Name and title of

Name of

Signature

Signatory

Agency

CONTRACT AGREEMENT

THIS AGREEMENT made theday of,, between
. *name of the Employer* .

. (hereinafter “the Employer”), of the one part, and*name of the Contractor*.
.....(hereinafter “the
Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as*name of the Contract*.
.should be executed by the Contractor, and has accepted a Bid by the Contractor for
the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Contract documents referred to.
2. In consideration of the payments to be made by the Employer to the Contractor as
indicated in this Agreement, the Contractor hereby covenants with the Employer to
execute the Works and to remedy defects therein in conformity in all respects with the
provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the
execution and completion of the Works and the remedying of defects therein, the
Contract Price or such other sum as may become payable under the provisions of the
Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part
of this Agreement. This Agreement shall prevail over all other Contract documents.

Contract Agreement and the Appendices hereto

- (a) Notification of award
- (b) Letter of Price Bid and Schedules submitted by the Contractor
- (c) Letter of Technical Bid and technical proposal submitted by the bidder
- (d) Employer's requirement with the addendum to the bidding document
- (e) Special Conditions
- (f) General Conditions
- (g) Other completed Bidding Forms submitted with the proposal
- (h) Drawings
- (i) Any other documents part of the Employer's Requirements
- (j) Any other documents

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

In Witness whereof the parties here to have caused this Agreement to be executed the day and year first before written.

The common Seal

of.....
.....

Was hereunto affixed in the presence of:

Signed Sealed and Delivered by the

said.....
.....
.....

In the presence of:

Binding Signature of

Employer.....
.....

Binding Signature of

contractor.....
.....

ADVANCE PAYMENT SECURITY

..... **Bank's Name, and
Address of issuing Branch or Office**

.....
**Beneficiary Name
and Address of Employer**

.....
Date:

.....
.....

Advance Payment Guarantee No.:

.....

We have been informed that *name of the Contractor* (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract*. dated with you, for the execution of
name of contract and brief description of Works. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *name of the currency and amount in figures**. (. *amount in words*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures**. (.

amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the

costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number

..... ***Contractor's account number.***

at ***name and address of the Bank.***

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . day of **, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules
for Demand Guarantees, ICC Publication No. 458.

.....

Seal of Bank and Signature(s)

- Note -

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date

established in the guarantee. In preparing this guarantee, the

Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

General Condition of Contract (2)

CONDITION OF CONTRACT

Definition:

- 1 The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of Bihar and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time from one contract and shall be complementary to one another.
- 2 In the contract the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:-
 - i) The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The site shall mean the land / or other places on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The Engineer-in-Charge means the Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor of Bihar as mentioned in schedule 'F' hereunder.
 - v) Government of Bihar Undertaking Undertaking shall mean the Governor of Bihar.
 - vi) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military or usurped power,

any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority Provide that the contractor is also to show that he has taken all due precautions to avoid / un minimize any adverse after / damage from the above or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to government's faulty design of works.

- vii) Bill of quantity means the priced and completed DBR forming part of the Bid.
 - viii) The defect liability certificate is the certificate issued by engineer-in-charge after defect liability period has ended and upon correction of defects by the contractor.
 - ix) The defect liability period will be decided by the department for different nature of works from date of completion of the work and must be mentioned in the agreement. It will be decided by the department for different nature of work from time to time as mentioned in contract data.
 - x) The intended completion date is the time intended to complete the work by the contractor.
 - xi) The start date is given in the contract data it is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession date.
 - xii) A sub contractor is a person or corporate body who has a contract with contractor to carry out a part of the construction work in the contract, which includes work on the site.
 - xiii) Temporary works are works designed, constructed, installed and removed by the contractor that are needed for construction or installation of the works.
 - xiv) Market Rate shall be the rate as decided by the competent authority on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule 'F' to cover, all overheads and profits.
 - xv) Schedule (S) referred to in these conditions shall mean the relevant schedule (S) annexed to the tender papers or the standard schedule of government mentioned in schedule 'F' hereunder, with the amendments thereto issued up to date of receipt of the tender.
-

- xvi) Department means any department of Government of Bihar Undertaking Undertaking, which invite tenders on behalf of Governor of Bihar as specified in schedule 'F'
- xvii) Specifications means the specifications followed by relevant department of the Government of India / State government.

3 Scope and performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

- 4 Heading and Marginal notes to these General Condition of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

- 5 The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of this documents shall be used for any purpose other than of this contract.

6 Works to be carried out:

The work to be carried out under the contract shall, except as otherwise provided these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities (schedule –A) shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7 Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provide, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

8 Discrepancies and Adjustment of Errors

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimension in preference to scale and special conditions in preference to general conditions.

8.1 In the case of discrepancy between the schedule of quantities, the specifications and / or the drawings, the following order of preference shall be observed: -

- i) Description of schedule of quantities.
- ii) Particular specification and special condition. If any.
- iii) Drawings
- iv) CPWD specifications
- v) Indian Standard Specifications of BIS

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or form any of his obligations under the contract.

9 Signing of contract

The successful tenderer / contractor, after submitting the performance guarantee i.e. within 7 days of receipt of letter of acceptance shall attend the office of the Engineer-in-charge for authentication signing and completion of the contract document and execute the agreement consisting of:-

- i) The notice inviting tender, all the documents including drawings forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii) Standard PWD form as mentioned in schedule 'F' consisting of:
- iii) Drawings

Various standard clauses with corrections up to the date stipulated in schedule 'F' along with annexure thereto.

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The Contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 2% (two percent) of the tendered amount including earnest money in the shape as mentioned in the Bihar Financial Rules or Bank Guarantee (for work costing more than one crore) or any other deposits mentioned for his proper performance of the contract agreement (not withstanding and / or without prejudice to any other provisions in the contract) within period specified in schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of N.S.C. of Post Office / pledged in favour of department: DD of any scheduled Bank or State Bank or India or Bank Guarantee (for work costing more than rupees one Crore)
 - (ii) The performance Guarantee shall be initially valid up to 28 days beyond the defect liability.
 - (iii) The engineer-in-charge shall not make a claim under the Performance Guarantee except for amounts to which the Governor of Bihar is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance guarantee.
 - (b) Failure by the contractor to pay Governor of Bihar any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.
 - (c) Failure by the contractor to rectify any defects as defined in the defect liability clause in the schedule –F of contract data to the satisfaction of the Engineer in charge.
-

- iv) In the event of the contract being determined or rescinded under provision of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Bihar.

CLAUSE 1 A

Recovery of Security Deposit

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at 8% (eight percent) from the gross amount of each running bill till full amount of security deposit 10% (ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to 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 deductions or sale as aforesaid, the contractor shall within 10days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money at the time of tenders will be treated a part of the Security Deposit.

CLAUSE 2A

Deleted.

CLAUSE 3

When contract can be Determined / Rescinded

Subject to the other provisions contained in this clause the Engineer-in-charge may,

without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
 - (i) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
 - (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
-

- (iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- vi) If the contractor commits any acts mentioned in clause 21 hereof:
- (vii) If the work is not started by the contractor within 1/8th of the stipulated time subject to the maximum of 45 days.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Bihar shall have powers:

- (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the government.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case the work cannot be started due to reasons not within the control of the contractor as decided by Chief Engineer within 1/4th of the stipulated time for completion of work either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance guarantee of the contractor shall be refunded, but no payment account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4

Contractor for liable to pay compensation even if action not taken under clause 3

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 are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials by the contractor and intended to be used for the execution of the work, or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for delay

The time allowed for execution of the works as specified in the schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid Government shall without prejudice to any to other right or remedy available in law, be liberty to forfeit the security deposit absolutely.

5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time and Progress Chart of each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Program has been agreed upon) complete the work as per milestone given in schedule 'F'

5.2 If the work (s) be delayed by:-

- i) force majeure, or
- ii) abnormally bad weather or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the Contract, or
- vi) non-availability of stores, which are the responsibility of Government to supply or
- vii) non-availability or break down of tools and plant to be supplied by government or

- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 5.3 Request for the rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the hindering event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request. No Bid by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

- 5.5 The basic centerlines, reference points and benchmarks will be fixed by the department. The contractor shall establish at his own cost at suitable points, additional reference lines and bench marks as may be necessary and instructed by the Engineer-in-Charge. The contractor shall remain responsible for the sufficiency and accuracy of all the bench marks and reference lines.

CLAUSE 5A

Minutes of Meeting

The Engineer-in-Charge may require contractor to attend progress review meetings during execution of work.

The Engineer shall record the minutes of the meeting and provide a copy to the contractor for compliance. These minutes will be a part of evidence in case of any request for extension of time or imp punitive action against the contractor.

CLAUSE 6

Measurement of Work Done

Engineer-in-charge shall, except as otherwise provided, ascertain and determine measurement and the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative at least once in a month during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in Charge or his representative shall be deemed to be accepted by the contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method or measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of India Standards and if for any item no such standard is available then a mutually agreed method as approved by the department shall be followed.

The contractor shall give not less than seven days notice to the Engineer-in-charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of 7 days inspect the work and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates not shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect's inability period.

CLAUSE 7

Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work for less than the estimated work of Rs. 2.5 lacs till the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 2.5 lacs the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances of material collected, if any, since the last such payment is less than the amount specified in schedule 'F' in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bill in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-charge the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall be preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it related is / are in accordance with the contract and

specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per clause-2, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Payment shall be made according to actual detailed measurement along with reinforcement. When the Contractor submits the bill for payment, detailed measurement, reinforcement sheet (BBS) and analysis of material should be attached along with joint verifying of J.E. and A.E. B.C.D.

CLAUSE 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduce rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor (s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this

clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect on scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Contractor to Keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these item of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 8 B

Completion plans to be submitted by the contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 1972 and (Part-II External) 1974 as applicable within thirty days of the completion of the work.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

- (i) If the Tendered value of work is up to Rs. 1 crore : 2 months
- (ii) If the Tendered value of work exceeds Rs 1 crore : 4 months

CLAUSE 9A

Payment of Contractor's Bill to Bank

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provide that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer- in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Governor of Bihar.

CLAUSE 10

Materials supplied by Government

Materials which Government will supply in rare case are shown in schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the Program for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings / or schedule of quantities of the work. The contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge in accordance with the agreed phased Program of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from security deposit. At the time of submission of the bill, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter / section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the materials issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as directed by the Engineer-in-Charge. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the PWD code) all stores / materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores / materials, and the said stores / materials shall not be removed / disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores / materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores / materials the contractor shall have no claim for compensation on any account of such stores / materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores / materials.

On being required to return the stores/ materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores / materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to the throwing himself open to account for contravention of the terms of the licenses or permit and / or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non- supply thereof of all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the

materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good / original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue. Quantities issued in excess of requirement with respect to work done and not returned back to the department, recovery will be made at double the issue rate.

Clause 10A

Materials to be provided by the contractor

The contractor shall, at this own expense; provide all materials, required for the works other than those, which are stipulated, to be supplied by the Government.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-charge shall within fifteen days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in- Charge shall be issued after the test result are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all time have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-charge shall have full powers to require that removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall borne by the contractor.

CLAUSE 10D

Dismantled Materials Govt. property

The contractor shall treat shall materials obtained during dismantling of a structure, excavation of the site for a work, etc. as government's property and such materials shall be disposed off to the best advantage of government according to the PWD codal provision.

CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specification, designs, drawings and instruction as are not included in the standard specifications of Public Works Department specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provision of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools, and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and method of construction.

CLAUSE 13

Foreclosure of Contract due to Abandonment or Reduction in scope of work

If at any time after acceptance of the tender Government shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates for works executed at site only.

CLAUSE 14

Cancellation of Contract in Full or Part

If the contractor:

- i) At any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge or .
- ii) Commits default to comply with any of the terms and conditions of the contract and does not remedy or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- iii) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- iv) Shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government; or Shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment there of have previously disclosed in writing to the Accepting Authority / Engineer-in-Charge. or
- v) Shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vi) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or any Bid be made under any Insolvency Act for time being in force the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- vii) Being a company, shall pass a resolution or the court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
- viii) Shall suffer an execution being levied on his goods and allow it to be continued for

a period of 21 days; or

ix) Assigns, transfers, sublets (engagements of labor on piece-work basis or of labor with materials not to be incorporated in the work, shall not deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority; The competent authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a notice in writing to cancel the contract as a whole or only such items of work in default form the contract.

The Engineer-in-charge shall on such cancellation by the competent authority have powers to:

- a) Take possession of the site and any materials, constructional plant, implements stores, etc. thereon; and / or
- b) Carry out the incomplete work by any means at the risk and cost of the contractor. On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or incase the works or part of the work is not to be completed, the loss of damage suffered by Government in determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over an incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the works or part of the works or the excess loss or damages suffered or which may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 31 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due to from the contractor under the contract and if thereafter there be any balance is outstanding from the contractor, it shall be recovered in accordance with the provision of the contract.

Any sums in excess of the amounts due to Government and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or

anticipated cost of completion by government of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

CLAUSE 15

Suspension of work

i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:

- a) On account of any default on the part of the contractor or ;
- b) For proper execution of the work or part thereof for reasons other than the default of the contractor; or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

iii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in contract and of which the suspended work forms a part, and ;

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quantity Control Organization of the Department and of the Cabinet (Technical) vigilance, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officer has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the

contractor himself.

If it shall appear to the Engineer-in-Charge or his higher authority or his authorized subordinates in charge of the work or to the Cabinet (Technical) Vigilance or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by him or the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within the period specified in schedule –‘F’ of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and

reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

CLAUSE 17

Contractor liable for damage, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of defect liability period

after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. The defect liability period shall be three years.

In case of Maintenance and Operation works of Electrical and Mechanical services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract which ever is earlier.

CLAUSE 18

Contractor to supply tools and plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-Charge's stores) , plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether including the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or compiling with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting weighing and assisting the measurement for examination at any time and from time to time of the work or materials failing his so doing the same may be provided by the Engineer-in-Charge at expense of the contractor and the expenses may be deducted from any money due to the contractor under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof .

Clause 18 A

Recovery of compensation paid to workman

In every case in which by virtue of the provisions sub-section (1) or Section 12 of the workmen's Compensations Act 1923, Government of obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the right of the Government under sub-section (2) of section 12, of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it from the

security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) section 12 of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring payment and amenities to workers if contractor falls

In every case in which by virtue of the provisions of the contract Labour (Regulation and Abolition) Act 1970, and of the contract labour (Regulation and Abolition) Central Rules 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the work, or to incur any expenditure in providing well-fare and health amenities required to be provided under the above said Act and the rules under clause 19 under the PWD Contractor's Labour Regulation and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by PWD contractors Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of section 20 and sub section (4) of section 21 of the contract labour (Regulation and Abolition) act, 1970 Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise government shall not be bound to contest any claim made against it under sub-section (1) of section 20 sub-section (4) of section 21 of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which government might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the contractor

The contractor shall obtain a valid license under the State Labour Act and the Contract Labour (Regulation and Abolition) Central rules 1971 before the commencement of the work, and continue to have a valid licence until the completion of the work. The contractor shall also abide by the provisions of the child Labour (Prohibition and Regulation) Act 1966.

The contractor shall also comply with the provisions of the building and other construction workers (Regulations of Employment & Conditions of Service) act 1986 and the building and other Construction Workers Wel-fare Cess Act 1996

Any failure to fulfill these requirements shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labor below the prescribed age shall be employed on the work.

CLAUSE 19B

Payment of wages

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub contractors, wages not less than fair wages as defined in PWD contractor's labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or caused to be complied with the Public Works Department contractor's labour regulations made by Government from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labor (Regulation and Abolition) Act 1970 and the Contract Labor (Regulation and Abolition) central rules, 1971 wherever applicable
- iv) a) The Engineer-in-charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or

of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

- b) Under the provision of Minimum Wages (Central) rules 1950, the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to the deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled there to from any money due to the contractor by the Engineer-in-Charge concerned.
- v) The contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948 Employees Liability Act 1938, Workmen's Compensation Act 1923 Industrial Disputes Act 1947, Maternity Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi) The contractor shall indemnify and keep indemnified government against payments to be made under and for the observance of the laws aforesaid and the PWD Contractor's Labor Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract
- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such a wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provision as per PWD safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty or Rs. 200/- per each default and in addition the Engineer-in-charge shall be at

liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 20

Minimum wages act to be complied with

The contractor shall at least pay and comply with all the provisions of the Minimum Wages Acts and rules framed there under other labour laws related to contract labour.

CLAUSE 21

Work not to be sublet, Action in case of insolvency

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 his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisites, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office 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 on behalf of the Governor of Bihar shall have power to adopt the courses specified in clause 3 hereof in the interest of Government and in the event of such course being adopted the consequences specified in the said clause 3 shall ensure.

CLAUSE 22

Compensation

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

Clause 23

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern

such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 21 thereof and the same action may be taken and the same consequences shall ensure as provided in the said clause 21

CLAUSE 24

Approval of Engineer-in-Charge

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Settlement of dispute and arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in-before mentioned and as to the quality of workmanship or materials used on the work are as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment there of shall be default with as mentioned hereinafter.

i) if the contractor considered any work demanded of him to be outside the requirements of the contract, or dispute any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the contract or carrying out of the work to be unacceptable, he shall promptly within 7 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of fifteen days from the receipt of the contractor's letter.

If the Superintending engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of

the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of sub para (i) above disputes or difference shall be referred for adjudication through arbitrator appointed by Engineer-in-Chief or the administrative head of the said PWD. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by such Engineer-in-Chief or the administrative head of the department as aforesaid should act as a arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 45 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be demand to have entered on the reference on the date issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. All arbitration shall be held at PATNA and at no other place.

CLAUSE 26

Contractor to indemnify Govt. against Patent Rights

The contractor shall fully indemnify and keep indemnified the Governor of Bihar against any action, claim or proceeding relation to infringement or use of any patent of design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under the action brought against Government in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there form , provided that the contractor shall not be liable to indemnify the governor of Bihar if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-charge in this behalf.

CLAUSE 27

Lump sum provisions in tender

When the estimate on which tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in- Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount 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 or sums payable to him under the provisions of the clause.

CLAUSE 28

Action where no specifications are specified

In the case of any class of work for which there is no such specifications as referred to in clause 11 such work shall be carried out in accordance with the Bureau of Indian Standard Specifications, Indian Road Congress for road work and Indian Building Congress for building works or any central government agency. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications. If not available then as per Department Specifications. In case there are no such specifications as required above the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

With-holding and lien in respect of sums due from contractor

i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to with hold and also have a lien to retain such sum or sums in whole or in part from the security. if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract the that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-charge or government till the claim

arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor for the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company as the case may be, whether in his individual capacity or otherwise.

ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over –payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

CLAUSE 29A

Lien in respect of claims in other contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-Charge or Government of such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained

as such by the Engineer-in-Charge or the Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that he contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30

Unfiltered water supply

The contractor (s) shall make his / their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor (s) shall be fit for construction purpose to the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31

Return of surplus material

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or license issued by Government the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, it required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials

.the price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the licence

or permit and / or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him reason of such breach.

CLAUSE 32

Hire of Plant and Machinery

- i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T & P) required for execution of the work except for the Plant & Machinery listed in schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from the T & P available will if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.
- ii) Plant and Machinery when supplied on hire charges shown in schedule 'C' shall be made over and taken back at the departmental equipment yard / shed shown in schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his program of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major

break down due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in- Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown occurs before lunch period or major breakdown will be computed considering half a day's break down on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final and binding of the contractor.

v) The hire charges shown above are for each day of 8 hours (inclusive of the one- hour lunch break) or part thereof.

vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power, fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time Chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safe guard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

vii) Ordinarily no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in- Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for over time to charge (1/8) of the daily charges subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as on hour and a period of less than half an hour will be ignored.

viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full days shall be recovered from the contractor for the day of servicing / wash out irrespective of the period employed in servicing.

ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials etc. on his part the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed.

x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each as per Standard norms stipulated by the Department.

xi) In case of concrete mixers, the contractors shall arrangement to get the hopper cleaned and the drum washed at the close of work each day or each occasion.

a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any item to be consolidated for each roller day shall also be same as per the Standard norms stipulated by the Department. For less use of rollers recovery for the less roller days shall be made at the stipulated issue rate.

xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to him failure to return the same soon after the completion of the work for which it was issued. The Divisional engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

xiii) The contractor will be exempted for levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the

work provided Government plant and machinery in question have, in fact remained idle with the contractor because of the suspension.

xiv) In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without in any way affecting the right of the Engineer-in-charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 33

Employment of Technical staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor along with bidding of the tender, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in charge of the work. If there is any change then the new incumbents qualifications and experience shall not be lower than specified in schedule in ITB (Annexure-I). The Engineer-in-Charge shall within 15 days of issue of letter of acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority / superintending Engineer shall be final and binding on the contractor in this respect. Technical staff shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm / company) himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and / or the contractor or his responsible authorized agent shall be actually available at site at least two working days every week, these days

shall be determined in advance and also during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative in the site order book and in token of acceptance of measurements. There shall be no objection if the representative / agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-charge and he shall be satisfied that the provisions and the purpose of the clause are fulfilled satisfactorily. If the Engineer-in-Charge whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in schedule 'F' and the decision of the Engineer-in-charge as recorded in the site order book and measurement record in measurement books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall submit a certificate of employment of the technical representative / responsible agent along with every on account bill / final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as in necessary for proper and timely execution of the work.

The Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 34

Levy / Taxes payable by Contractor

- i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor according to law in effect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand, chips bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable to the Government of India and does not at any time become payable by the contractor to the State Government, local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

CLAUSE 35

Condition for reimbursement of levy / taxes if levied after receipt of tenders

- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th amendment) act 1982, if any further tax or levy is imposed by statute after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Chief Engineer (whose decision shall be final and binding on the contractor) attributable or delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and / or the Engineer-in-Charge and further shall furnish such other information / document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the constitution (forty sixth amendment) Act 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 36

Termination of contract in case of imprisonment of contractor

If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporation goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the department shall be at liberty.

- a) To give such liquidator, receiver, or other person in whom the contract may become vested, the option of carrying out the contract or a portion thereof to be determined by the department, subject to his providing an appropriate guarantee for the performance of such contract or.
- b) To terminate the contract, forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the relevant clauses of the contract.

CLAUSE 37

Termination of contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Divisional Officer on behalf of the Governor of Bihar shall have the option of terminating the contract without compensation to the contractor after the affidavit of his / their legal heir / heirs that they are not going to be in this profession in future.

CLAUSE 38

If relation working in any work & department. then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the Concerned Division (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Any work &

Department or in the concerned department. Any breach of this condition by the contractors of this Department shall lead to blacklisting. If the contractor is registered in any other department, he shall be debarred from tendering in PWD for any breach of this condition.

Note: By the term “near relatives” are meant wife, husband, parents and grand parents, children, and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 39

No Gazetted Engineer to work as contractor within two years of retirement

No Engineer or gazetted rank of other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of Bihar Undertaking shall work as a contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of State Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees are found at any time to be such a person who had not obtained said permission prior to engagement in the contractors service, as the case may be.

CLAUSE 40

Return or material and recovery for excess material issued

i) After completion of the work and also at any intermediate stage in the event of non-reconciliation materials issued consumed and in balance (see clause 10) theoretical quantity of materials issued by the government for use in the work shall be calculated on the basis and method given hereunder :-

a) Quantity of cement and bitumen shall be calculated on the basis of quantity of cement and bitumen required for defendant items of work as shown in the schedule of rates mentioned in schedule ‘F’. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule / statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-charge.

b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such

theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category-wise separately.

c) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer –in-charge to this effect shall be recovered at the rates specified in schedule 'F' without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of the Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in schedule 'F' shall be final and binding on the contractor. For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 41

Release of Security deposit

On completion of the whole of the work, half of the total amount of security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period and after the Engineer has certified that all defects notified by him to the contractor before the end of this period have been corrected and also after recovery of any dues.

CLAUSE 42

Responsibility of Technical Staff and employees

Technical officers / staff deployed by the contractor at any construction site will also be responsible for inferior quality / poor performance of any work and his name will be

circulated to all works division of the PWD to debar from any other site, if his name is being proposed by other contractor.

CLAUSE 43

Contractor's risk

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the contractor risks:-

CLAUSE 44

Insurance

The contractor shall provide, in joint names of the employer and the contractor, insurance cover from the start date to the end of the Defects Liability Period, in the amounts and deductibles stated in the contract data for the following events which are due to the contractors risks.

- a) Loss of or damage to the works, plant and materials.
- b) Loss of or damage to equipment
- c) Loss of or damage of property (except the works, plant materials and equipment in connection with the contract) and
- d) Personal injury or death

Policies and certificates for insurance shall be delivered by the contractor to the Engineer for the Engineer's approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the contractor does not provide any of the policies and certificates required, the employer may effect the insurance which the contractor should have provided and recover the premium the employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be debt due. Alteration to the terms of insurance shall not be made without the approval of the Engineer.

Both parties shall comply with all conditions of the insurance policies.

CLAUSE 45**Cash flow estimate to be submitted**

The contractor shall, within the time stated in special conditions of contract after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the contractor will be entitled under the contract and the contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer-in-charge.

CLAUSE 46**Safety, Security and Protection of the Environment**

The contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (so as far as the same are not completed or occupied by the employer) in an orderly state appropriate to the avoidance of danger to such persons.
- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watchmen and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others, and
- c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

CLAUSE 47**Cost of samples**

All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the contract.

CLAUSE 48**Cost of Tests**

The cost of making any test shall be borne by the contractor if such test is:

- a) Clearly intended by or provided for in the contract, or

- b) Particularized in the contract (in case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the contractor to price or allow for the same his tender.

CLAUSE 49

Cost of Tests not Provided for

If any test required by the Engineer which is:

- a) Not so intended by or provided for in the contract or
- b) (In the cases above mentioned) not so particularized, or
- c) (Though so intended or provided for) required by the Engineer to be carried out at any place other than the site or the place of manufacture, fabrication or preparation of the materials or plant tested.

Shows the materials, plant or workmanship not to be in accordance with the provisions of the contract to the Engineer then the cost of such test shall be borne by the contractor but in any other case department will bear the cost.

CLAUSE 50

Commencement of works

The contractor shall commence the works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to Tender after the date of the letter of Acceptance. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

CLAUSE 51

Substantial completion of parts

If any part of the permanent works has been substantially completed and has satisfactory passed any test on Completion prescribed by the Contract the Engineer may issue a Taking-Over Certificate in respect of that part of the permanent works before completion of works and upon the issue of such certificate the contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the permanent works during the Defects Liability Period.

CLAUSE 52

Force Majeure

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of GOD such as unprecedented flood, Volcanic eruption, Earthquake or other convulsion of nature and other acts such as general / partial strikes by a section of government employees / invasion, the act of foreign countries / hostilities or war like operations before or after declaration of war, rebellion / military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by prudent person.

CLAUSE 53

Recovery

Any amount found recoverable from the contractor shall be recovered as public demand under the Bihar Public Demand Act. without prejudice to any other mode of recovery.

CLAUSE 54

Man power deployment:

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s), qualifications, experience, age, address and other particulars alongwith certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than as specified below:-

(i) The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be

appointed by the contractor soon after receipt of the approval from Engineer-in- Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative. The principal technical representative and other technical representative(s) shall be present at the site of the work for supervision at all time (s) when any construction activity is in progress and also present himself/ themselves, as required by the Engineer in Charge and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor.

The principal technical representative and/ other technical representative shall be actually available at site fully during all stages of execution of work during recording/ checking/ test checking of measurement of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his / their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative(s) shall not look after any other work. Substitutes duly approved by Engineer in- in charge of the work in similar manner as aforesaid shall be provided in the events of absence of any of the representative by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is /are effectively appointed or/ is are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified below and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/ test checked in Measurement Books shall be final and binding on the contractor.

Further if the contractor fails to appoint suitable technical representative and/ or other technical representatives and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date a suitable other technical representative (s) is/ are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative along with every on- account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experience in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Details of technical staff to be employed with their minimum qualifications and experience.

Note: - Other supportive staff shall also be adequately deployed by the contractor as per the requirements or as directed by the Engineer-in-Charge.

Replacement/substitution of Project in charge and Project Manager only be done with prior approval from Engineer in charge.

SCHEDULE 'E'

S. no	Position	Qualifications	Minimum Exp in Building works	Nos Required	Per month Recovery to be made not deployed
1	Project in charge	Degree in Civil Engineering	10 Years	1	100000
2	Planning Engineers	Degree in Civil Engineering (Well versed with MS project / Primavera)	7 Years	1	75000
3	Project Manager	Degree in Civil /Electrical/Mechanical Engineering	10 Years	1 For Civil works & 1 each for Electrical , Mechanical & PH works	75000
4	Project Engineers	Degree in Civil /Electrical/Mechanical Engineering	7 years	4 (For Civil Electrical , Mechanical & PH works)	50000
5	Junior Engineers	Diploma in Civil /Electrical/Mechanical Engineering	8 years	5 (For Civil Electrical , Mechanical & PH works)	35000
6	Billing Engineers	Degree in Civil /Electrical/Mechanical	10 years	2nos	40000

		Engineering			
7	Quality Control Engineers	Degree in Civil /Electrical/Mechanical Engineering	5 years	2 nos	40000
8	Lab Technician	Degree / Diploma in Civil /Electrical/Mechanical Engineering	5 years	2 nos	25000
9	Draft Man	Diploma in Architecture/Civil/Electrical with Auto Cad	5 years	2 nos	25000
10	Computer Operator		5 years	2 nos	20000
11	Health, Safety & Environment Engineer	Graduate in respective field	5 years	2nos	25000
12	Surveyor		5 years	2 nos	20000

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work: Design and Engineering Procurement and construction of proposed construction of Fire Station cum Training & classroom, Industrial training tower, Rescue Tower Training gallery and Simulation Building for Fire training Institute and other infrastructure including Parade Ground and Fire Hydrant facilities at Bihta in the state of Bihar on EPC mode. on EPC (Engineering Procurement and Construction) Basis

Estimated cost of work : **Rs** As per NIT

(i) Earnest Money: **Rs.** As per NIT

(ii) Performance Guarantee **2% of tendered value**

(iii) Security deposit **8% of tendered value**

(IV) Defect Liability period : **36 Months from date of completion/Hand Over the project**

(V) Rate of Interest : **10% P.A. simple interest on mobilization advance**

General Rules & Directions	Officer inviting tender	Chief Engineer (Patna), BPBCC
2(v)	Engineer-in-Charge	Executive Engineer, Patna Div.
2(viii)	Accepting Authority	BPBCC
2(x)	Percentage on cost of materials And labour to cover all overheads and profits	15%

2(xi)	Standard Specification	Latest CPWD Specification and relevant IS Code
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2(xii)	Department	BPBCC
Clause 1	Time allowed for submission of performance guarantee from the date of issue of	15 days
	(i) letter of acceptance, in days Maximum allowable extension beyond the period provided in (i) above in days	10 days
Clause 2	Authority for fixing compensation under clause 2	Chief Engineer (P) ,BPBCC
Clause 5	(i) Time allowed for execution of work. (ii) Mobilization time to start the work from the date of issue of LOI . Authority to give fair and reasonable extension of time for completion of work	Group : 30 months 15 days Chief Engineer (P),BPBCC
Clause 7	Gross work to be done together with net payment/ adjustment of advances for material of collected, if any, since the last such payment for being eligible to interim payment.	5 Crore (Preferably) Not Applicable
Clause 10 CC		
Clause 11	Specifications to be followed for execution of work	(i)BSR/Latest CPWD Specifications with up to date correction slips for all works/Engineer-in-charge

Clause 16	Competent Authority for deciding reduced rates The Law which applies to the contract is The Language of contracting The currency of the contract is	Superintending engineer The Law of Union of India English Indian Rupees

Mile Stone as per Table given below:

SN	Description of Mile stone (Financial Progress)	Time allowed (from date of start)	Amount to be with held in case of Non achievement of mile stone
1	1/8 th (of whole work)	1/4 th (of whole work)	In the event of not achieving The necessary progress as assessed from the running payments, 0.5 % of the tendered value of work will be with hold for failure of each Mile stone.
2	3/8 th (of whole work)	1/2 th (of whole work)	
3	3 / 4 th (of whole work)	3/4 th (of whole work)	
4	Full	Full	

Note: A comprehensive milestone chart taking in consideration the payment schedule must also be made for progress monitoring and work execution for timely completion. The same should be submitted quarterly in case of failure of the previous submitted plan/milestone chart.

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS _____ (name of bidder) (hereinafter called 'the bidder' has submitted his bid dated _____ (date) _____ for the construction of _____ (name of the contract hereinafter called "the Bid") KNOW ALL PEOPLE by these presents that We _____

_____ (name of country] having our registered office at _____ (hereinafter called "the bank") are bound unto _____ (name of Employer] (hereinafter called 'the bank') are bound unto _____ *for which payment

well and truly to be made to the said Employer by the bank itself, his successors and assigns by these presents. SEALED with the common seal of the said bank this _____ day of _____ 20____ THE CONDITIONS of this obligation are:

1) IF after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

2) IF the Bidder having been notified to the acceptance of his bid by Employer during the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the instruction to Bidders, if required: or

b) Fails or refuses to furnish the performance security, in accordance with the instruction to Bidder; or

c) Does not accept the correction of the Bid Price pursuant to concerned Clause.

We under take to pay to the employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions (specifying the occurred condition or conditions)

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the instruction to bidders or as it may be extended by the Employer, notice of which extension(s) to the bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____
WITNESS _____ SEAL _____

[Signature, name and address]

PERFORMANCE OF BANK GUARANTEE

To,

_____[Name of Employer]
_____[Address of employer]

WHEREAS _____[name and address of contractor] hereafter called the contractor) has under taken in pursuance of contract no _____ dated _____ to execute _____[name of contract and brief description of works' (hereinafter called the contractor)

AND WHEREAS it has been stipulated by you in the said contract that contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee:

Now thereafter we hereby affirm that we are the guarantor and responsible to you on behalf of the contractor, up to a total of _____(amount of guarantee] _____(in words) such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or to the modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability period

Signatures and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT

_____[Name of Employer]
_____[Address of Employer]
_____[Name of Contractor]

Gentlemen:

In accordance with the provision of the Condition of Contract ("Advance payment") of the above mentioned contract _____[name and address of contractor] (hereinafter called "the contractor") shall deposit with _____[name of employer] a bank guarantee to guarantee his proper and faithful performance under the said clause of the contract in an amount of _____[amount of guarantee]* _____[in words].

We the _____[bank of financial institution], as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to _____[name of employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the contractor in the amount not exceeding _____[amount of guarantee] * _____[in words].

We further agree that no change or addition to or other modification of the terms of the Contract or works to be performed there under or any of the contract documents which may be made between _____[name of employer] and the contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the contract until _____[name of employer] receives full repayment of the same amount from the contractor.

Yours truly

Signature and seal: _____

Name of Bank / Financial institution _____

Address _____

Date _____

An amount shall be inserted by the Bank or Financial Institution representing the amount of the advance Payment and denominated in Indian Rupees

INDENTURE FOR SECURED ADVANCES

Form 31

(for use in case in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time) This indenture made the _____ day of _____ 20

BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of one part and the Employer of the other part.

Whereas by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed.

AND WEREAS the contractor has applied to the Employer that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the contractor the sum of rupees _____ on the security of materials the quantities and other particulars of which are detailed accounts of secured advances attached to the running account bill for the said works signed by the contractor on _____ and the employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these presents paid to the Contractor by the employer (the receipt where of the contractor does hereby acknowledge) and of a such further advances (if any) as may be made to him as aforesaid the contractor both hereby covenant and agree with the President and declare as follows:

1 That the said sum of Rupees _____ so advanced by the Employer to the contractor as aforesaid and all or any further sum of sums advance as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

2 That the materials details in the said Account of Secured Advances which have been offered to and accepted by the employer as security are absolutely the contractor's own propriety and free from encumbrances of any kind and the contractor will not make any Bid for or receive a further advance on the security of a materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnified the employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.

3 That the materials detailed in the said account of secured advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the contractor safety in the Execution of the said works in accordance with the directions of Engineers.

4 That he contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

5 That the said materials shall not by any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.

6 That the advances shall be repayable in full when or before the contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make recovery from the contractor's bill for such payment by deducting there from the value of the said materials that has been actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7 That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the contractor to the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.

8 That the contractor hereby charges all the said materials with the payment to the Employer of the said sum of Rupees _____ and any further sum of sums advances as aforesaid and all costs, charges, damages, and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best.

a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he has carried it out in accordance with the said agreement and at the rests thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the money arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the contractor.

c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the contractor under the said agreement.

9 That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

10 That in the event of any conflict between the provisions of these present and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlements of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Letter Of Acceptance

(Letter head paper of the Employer)

_____Date

To,

- ----- (Name and Address of the Contractor)

Dear sir,

This is to notify you that your Bid dated _____ for execution of the
_____ (name of the contract and
identification number, as given in the instructions to Bidders) for the contract Price of
Rupees _____ (_____) (amount in words
and figures), as corrected and modified in accordance with the instructions to Bidders' is
hereby accepted by our agency.

We accept/ do not accept that _____ be appointed
as the Adjudicator. You are hereby requested to furnish Performance Security, in the form
detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days
of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of
defects Liability Period i.e. up to _____ and sign the
contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully

Authorized Signature

Name and title of Signatory

Name of Agency

Issue Of Notice To Proceed With The Work

(Letterhead of the Employer)

_____(Date)

To

_____(Name of address of the Contractor)

Dear Sir,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of

_____ at a Bid

Price of Rs. _____.

Your are hereby instructed to proceed with the execution of the said works in accordance with the contract document.

Yours faithfully

(Signature, name and title of signatory authorized to sign of behalf of Employer)

Special Conditions for Contract. (2)

INTRODUCTION

These Special Conditions of Contract shall be read in conjunction with General Conditions of Contract, Instructions to Tenderers (ITT), Notice Inviting Tenders (NIT), BDS, Tender Drawings and Technical Specifications & Other Tender Documents.

SET OF CONTRACT DOCUMENTS

The following documents will complete a set of tender documents:

Volume-I

Notice Inviting Tender (NIT), ITB, General Conditions of Contract (GCC) including correction slips & errata, Special Conditions of Contract (SCC)

Volume-II

Technical Specifications & List of Approved Make

Volume – III

(Price Bid)

Volume – IV

Tender Drawings

1. The tenderer shall acquaint him with the proposed site of work, its sub soil strata, Level of ground for filling earth, Local earth and sand availability for carriage, nearest electrical 33KV line to energise the project, nearest sewage disposal for disposal of waste water, nearest water supply line for supply water supply, underground water and electrical cable, over ground water supply line and electrical cable, tree, service road, any type of hindrance, underground water table
-

and its approach roads before quoting his rates in bid. The construction of new approach road or repair of the existing approach and its maintenance during the execution of the work shall all be carried out by the tenderer and nothing extra shall be payable over his quoted rates.

2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him. No any extra claim has been given by Bihar Police Building Construction Corporation and correspondence will be entertained by client.

3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.

The contractor shall make his own arrangement for water suitable for construction work as well as drinking and other purpose for the labour engaged by him for the execution of the work.

4. The water for construction work shall be got tested quarterly from the laboratory approved by the Engineer-in-charge to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Contractor. In the event of water found unsuitable for construction, the contractor shall make alternative arrangement for suitable water from any other source to the satisfaction of the Engineer-in-charge.

5. The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work and contractor should submit pre-level survey sheet/ contour survey to

Engineering in charge before filling the good earth in campus of project for approval.

6. The contractor shall construct a sample unit / mock up complete in all respect as per the directions of the Engineer-in-charge/ Architect. This sample unit shall be got approved from the Engineer-in-charge/ Architect /competent authority of BPBCC before commencing the mass work of plastering, flooring, Door, windows, Door fixture, window fixture, granite, tiles, finishing and fixing the fixtures of water supply fittings, sewerage fittings, Sanitary fittings, Furniture, electrical fittings, truss sheet, signages, Furniture, sand stone cladding, Parking tiles, RO water cooler, Modular Kitchen, VDF flooring, water proofing work, Man hole cover, grill, SS railings, etc. all civil, Firefighting items, electrical and MEP works without any extra cost and nothing extra shall be payable on this account.
 7. The contractor shall take care of all safety precautions pertaining to construction of work, such as excavation, trenching, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphaltic materials, electric arc/ gas welding, use of hoist and construction machinery. He shall be governed by relevant provisions of safety code and as directed by the Engineer-in-charge and nothing extra shall be payable on this account. Any loss of Human life/Damages of materials during construction will be total responsibility of contractor.
 8. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
 9. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused
-

to traffic during the execution of the work. No claim on this account, whatsoever, shall be payable.

10. The contractor shall be responsible for the watch and ward of the building, Campus, Landscape work, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the department.
 11. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an 'All risk policy' from any unit of General Insurance Co., for the amount at least equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favoring the BPBCC, nothing extra on this account shall be payable to the contractor for maintaining such Insurance Policy.
 12. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
 13. The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body bye-laws and the contractor shall produce necessary completion certificates, wherever required, from such authorities after completion of work.
 14. Water tanks, taps, pipes, fittings and accessories shall conform to bye-laws and specifications of the Municipal body/ corporation. The contractor should engage licensed plumbers for the work and get the materials, (fixtures and fittings) tested
-

by the Municipal Authorities, wherever required, at his own cost and nothing extra shall be payable.

15. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
16. The contractor shall give due notices to Municipal, Police and/ or other authorities that may be required under the law/ rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be livable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
17. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.
18. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.
19. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge/ Architect / Competent authority of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
20. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved Government laboratory (IIT, NIT, etc.) as per the direction of the
Engineer-in-charge. The quality report materials / test report / MTC of materials /

material analysis/ detail measurement of work / detail calculation must be submitted by the agency to the Junior engineer before 15 days of submission of every bill. The testing charges and conveyance from the site shall be borne by the contractor.

21. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect / Competent authority and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time and proposal of penalty will be made on agency by engineer in charge as per rule.
22. The treads (with molding) and risers in staircase shall be in single piece stone only, unless otherwise shown on the drawings.
23. In order to ensure quality of work during its execution, the Engineer-in-charge/ Architect may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
24. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI marked, materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However, cement/ steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications, and will not be used till test certificates are obtained and approved by Engineer-in-Charge.
25. Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch approved by Engineer-in-charge with weatherproof roofs and walls. Each godown shall be provided with a single door with double

lock arrangement. The keys of one lock shall always remain with authorized representative of Engineer-in-charge of work and that of the other lock with the authorized agent of the contractor at site of work so that the cement from the godown is removed according to daily requirement with the knowledge of both the parties and proper account of issue of cement is maintained in the prescribed proforma.

26. The cement godown of the capacity to store a minimum of 25000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge at any time.
 27. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
 28. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the Engineer-in-charge.
 29. The actual issue and consumption of steel on work site shall be calculated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
 30. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated, are for guidance only). The figures in the drawings shall be followed.
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31. For measurement purpose the floor level shall mean the top surface of main structural RCC slabs of that floor and not the top of sunken floor of toilets or any other depressed floor.
 32. In respect of projected balconies or slabs at any level, RCC work and related centering shuttering shall be measured under the normal RCC/ Shuttering work at that level.
 33. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
 34. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates shall include cost of all materials including royalty and taxes (GST) if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account. The cost of unloading cement and steel from the trucks & its carriage to store/site of work shall be born by the contractor
 35. The rate shall be inclusive of making design, pattern and execution of work as per Architectural and structural drawings, at all levels and heights. Nothing extra shall be paid on this account.
 36. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish. Nothing extra shall be paid on this account.
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37. The rate of items of flooring shall be inclusive of work for sunken or depressed floors. Nothing extra shall be paid on this account.
 38. The rate shall be inclusive of working under water and adverse or foul conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any sources such as rains, floods and any other cause whatsoever and including sub-soil water.
 39. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works
 40. The contractor shall leave necessary holes, sheet-pile during the foundation and other work, extra support, openings etc. as may be directed by the Engineer-in-charge for laying, burying or fixing, conduits, pipes, boxes, hooks, fans etc. Conduits for electrical wiring/ cables will be laid in a way that they leave enough space for concreting and do not adversely affect structural members. Nothing extra shall be paid on this account.
 41. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.
 42. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
 43. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
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44. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements as per payment schedule taken at site.
 45. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
 46. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer-in-Charge. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
 47. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock (24x7) including public, gazette holidays in all-weather condition and Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
 48. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-Charge / Architect/ before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Architect/ Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
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49. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge / Architect / Competent authority of Bihar Police Building Construction Corporation.
 50. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractor. The TDS and Contract Tax or any other statutory levies/ taxes / prevailing GST incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
 51. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.
 52. statutory authority administration, Local authority, Court, Police etc. as and when called for. The Engineer-in-Charge does not hold any responsibility, on account of any lapses in this regard.
 53. For any clarification/ doubt, the BPBCC may organize regular meetings with Contractor & Architect/ Higher authority. The contractor shall attend such with presentation and necessary documents in meetings invariably as and when required.
 61. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction program, it
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shall be the responsibility of the Contractor to complete such portions and maintain such progress.

Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.

62. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using electrically operated tools such as drills/ chase cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only.

No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Engineer-in charge in writing.

63. All chases and openings made by the contractor for his pipe lines shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.

64. The contractor shall prepare and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations, and submit to the Engineer-in-Charge in (5) copies at the time of handing over. The manual shall generally consist of the following:

- a). Description of the project
 - b). Operating instructions
 - c). Maintenance instructions including procedures for preventive maintenance
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- d). Manufacturers catalogues
 - e). Spare parts list
 - f). Trouble shooting charts
 - g). Drawings
 - h). Type and routine test certificates of major items.
 - i). One (1) set of reproducible 'as built' drawings on polyester film.
65. The Contractor shall employ competent fully licensed/ qualified, plumber for the work of PLUMBING/ SANITARY installations in accordance with the drawings and specifications. The licensed plumber shall be available at all times at site to receive instructions from the Engineer-in-Charge in the day-to-day activities throughout the duration of execution of plumbing/ sanitary work.
66. On completion of the PLUMBING/ SANITARY installation a certificate shall be furnished by the contractor countersigned by the licensed plumber, under whose direct supervision the installation was carried out. This certificate shall be in the form as required by the Engineer-in-charge.
67. The contractor shall be provided adequate area for construction of storage/ office space for his use. The space has to be maintained/ constructed by the contractor as per his usage requirements.

All spaces allotted to the contractor, as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any reservation. The Engineer- in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his

structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.

It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.

68. The contractor will arrange to erect, at his own cost, barbed wire or other appropriate fence around the infrastructure site, with entry/ exit gates at suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men, materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites.

The security of workmen, materials, equipment stores etc, within the area allotted to the contractor shall be the responsibility of the contractor.

69. The contractor has to get executed the works from specialized agencies for the specialized nature of works such as aluminum works, wood works, false ceiling works, flooring works, finishing items, Horticulture, electrical works, Firefighting works, Interior work, Structural steel work and any other specified work as decided by Engineer In charge. The contractor has to obtain the approval from Engineer In charge for execution of specified nature of work.

70. In case of basements, the plinth level shall be the level of the top of RCC roof slab of basement irrespective of its height from ground level. All related items below the top of basement slab under the subhead RCC, Brick work & other sub heads shall be measured.

- 71** The rate for Centering and shuttering shall be for all heights and levels. Nothing extra shall be paid for additional height of centering & shuttering wherever required with adequate bracing, propping etc. including its de-shuttering and de- centering at all levels even if the floor height is over 3.5M.
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- 72 As per DBR**
- 73 The contractor shall be submitted of following SOP for approval of various documents. (i) Master consultant (ii) Engineer in charge (ii) Sanctioning officer of B.C.D. If contractor breaks the above mention cycles they will be fine by Engineer in charge**
- 74 The Contractor will have to maintain and care of Horticulture items for three years (up to DLP period) after handed over of work**
- 75 DBR will be Superior in work execution procedure. If some item specification is superior in G.F.C. drawing from DBR. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation. If the less specification item is accepted from DBR in GFC drawing then Difference rate of item will be deduct from contractor bill.**
- 76 Nothing extra shall be paid for the additional thickness of cement mortar bed wherever required over and above thickness mentioned in the nomenclature of various items of flooring for providing the slope and / or matching the floor levels of various type of floor finishes like ceramic/ vitrified tiles/ Kota /marble/Granite /Parquet /wooden and cement concrete flooring etc.**
- 77 The face of gang saw cut (diamond cut) white sand stone (Dholpur Stone) in contact with bed of cement mortar used for the items of wall lining etc. (veneering work) shall be roughened adequately to have proper bonding with backing and nothing extra shall be paid for the same.**
- 78 The Contractor, at his own cost, shall obtain NOC from CFO & completion certificate of the building from the local body for occupation of the building. The Architect and Owner will render all assistance. Similarly, the Contractor, at his own cost, shall be responsible for getting the water and sewer connection sanctioned from the concerned Local Authority. For obtaining the above completions/ clearances/ connections, the contractor shall collect necessary drawings/ documents/ load calculations from the architect/ owner and submit the**
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same to the concerned authorities along with prescribed receipted fee (which shall be paid by the Owner or reimbursed to contractor by the Owner) and do all running about/ persuasion for issue of the completion certificate / clearances/ connections at the earliest. The security deposit of the contractor shall be released only after the completions/ clearances/ connection as above are obtained or the period prescribed for release of Security Deposit in the tender documents whichever is later.

79 SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, Bid of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, streams & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & General Conditions of Contract other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the BPBCC at a later date.

80 If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, nallahs etc. at his own cost as per direction of Engineer-in-charge and the contractor shall not be entitled for any extra payment whatsoever in this regard.

81 Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to demolished during execution for smooth progress of the project, shall be rehabilitated to* its original status and condition (including black topping) by the contractor at his own.

The cost to be incurred by contractor in these regards shall be deemed to be included in the quoted rates of DBR items and contractor shall not be entitled for any extra payment whatsoever, in these regards.

82 The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site unencumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.

83 The work in general shall be carried out as per the latest BSR Schedule/ CPWD specifications with up-to-date correction slips, unless otherwise specified in the nomenclature of the individual item or as per specifications provided with this tender. In case any item is not covered in any of these documents, the same shall be carried out as per the latest BIS Code in practice or as per approval of Engineer in Charge.

84 SITE DOCUMENTS

The following site documents shall mainly be maintained by the contractor at site:

- Copy of contract documents and drawings.
 - Computerized bill format.
 - Site Order Book.
 - Material testing registers/ Quality Inspection Reports.
 - Computerized Measurement books (Hard and Soft /Copy)
 - Progress bar chart.
 - Sample approval register.
 - Visitors register.
 - Any other detail and specific requirement as deemed necessary.
 - Hindrance Register
 - Work Diary,
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Stage passing Register

In case the above are not provided at site within 10 days of placement of LOI, BPBCC shall provide the same and necessary expenditure shall be deducted from the bills for documents.

85 PLANTS & MACHINERY: All plant and machinery required for execution of work shall have to be arranged by the contractor adequately at his own cost. However, the contractor shall have to provide the following minimum machinery at site.

Sl. No.	Description of items	Qty
1	Hyd. Mixer with Diesel Engine/Electrically Operated with Digital inbuilt weigh Batching	2 No
2	Batching plant electrically operated with automatic load cell weigh batching system (30 cum capacity per hour)	1No
3	Mobile crane (wheel mounted) capacity 20 tones	1 No.
4	Tower Hoist with winch machine (750kg gross load and height Upto 110 ft	2No
5	Excavator cum loader (JCB 3D model or equivalent)	1No
6	Compressor Machine with Jack Hammer	1 No.
7	DG Sets of adequate capacity	As per Requirement
8	Any other Machinery as required for completion of the work	Actual
9	Mini batching plant (5 Cub's./Hr.)	01 No.
10	Transit Mixer	03 No.
11	Concrete Pump (30 Cum/Hr. min capacity & lift 50M)	01 No.
12	Vibrators	10 No.
13	Dumper	4 No.
14	Reinforcement banding machine	3 No.
15	Reinforcement cutting machine	3 No.
16	Power driven earth rammer	2 No.
17	Total station	01 No.
18	Auto Level & staff	01 No.
19	Transit Concrete mixers	2nos
20	Tractor with trolley	02 No.
21	Water Tanker	01No

86 EQUIPMENTS FOR TESTING OF MATERIALS & CONCRETE AT SITE LABORATORY

All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the contractor at his own cost. The following minimum laboratory equipments shall be set up at site office laboratory:

- (i) Digital Cube testing machine.....
-2 Nos.
 - (ii) Slump Cone
.....8 Nos.
 - (iii) Tensile Briquette testing machine-----
.....1 Nos.
 - (iv) Vicats apparatus with Desk Pot
.....2 Nos.
 - (v) Megger & earth resistance tester-----
.....4 Nos.
 - (vi) Pumps and pressure gauges for hydraulic testing of pipes-----
- ----- 4 Nos.
 - (vii) Weighing scale platform type 100 Kg capacity-----
.....4 Nos.
 - (viii) Graduated glass cylinder.....As
per requirement
 - (ix) Sets of sieves for coarse aggregate [40; 20;10;4.75mm]-----
.....4Nos.
 - (x) Sets of sieves for fine aggregate [4.75;2.36;1.18;600;300 & 150 micron-----
.....4Nos.
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- (xi) Core cutter for soil compaction with accessories-----
-----2 Nos.
- (xii) Cube moulds size 70mm X70mmX 70mm -----
-----18 Nos.
- (xiii) Cube moulds size150mmX150mmX150mm -----
-----90 Nos.
- (xiv) Moisture Content Rapid moisture meter standard,-----
- ----- 04 nos.
- (xv) Hot Air Oven Temp. Range 50°C to 300°C-----
- ----- 02 Nos.
- (xvi) Electronic balance 600g x 0.01g. 10kg and 50kg-----
- ----- 03 Nos.
- (xvii) Physical balance weight up to 5 kg -----
-----01 No.
- (xviii) Digital Thermometer up to 150°C -----
-----02 Nos.
- (xix) Poker Thermometer (Concrete Road) 0°C to 50°C &150°C-----
:02 Nos. Each
- (xx) Measuring Jars 100ml,200ml,500ml ----- 02Nos.
set of each size
- (xxi) Gauging trowels 100mm & 200mm with wooden handle--- -----
- ---04 Nos.
- (xxii) Spatula 100mm & 200mm with long blade wooden handle ----- 02
Nos. each size
- (xxiii) Vernirecallipers 12” and 6” sizes-----
--02 Nos. each
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(xxiv) Digital PH motor least count .01mm -----
01 No.

(xxv) Digital Micrometer least count .01mm-----
--- 01 No.

(xxvi) Digital paint thickness meter for steel 500-micron range-----
- ---- 02 Nos.

(xxvii) GI tray 600 x450x50mm., 450x300x40mm, 300x250x40mm-----
02 Nos. each

(xxviii) Electric Mortar mixer 0.25 CUM capacity-----
- ---- 01 Nos.

(xxix) Rebound hammer test Digital rebound hammer-----
01 Nos.

(xxx) Screw Gauge 0.1mm-10mm, least count 0.05-----
- ----02 No.

(xxxi) Water testing Kit -----
-----02 Nos.

(xxxii) Aggregate impact value testing machine with blow counter-----As
per Requirement

(xxxiii) Crushing value apparatus -----
- ----- As per Requirement

(xxxiv) Thickness gauge for measuring flakiness index ----- As
per Requirement

(xxxv) Elongation gauge -----
- ----- As per Requirement

(xxxvi) Measuring Cylinder 3,5,10 & 15 Liter cylinder -----
- -----As per Requirement

(xxxvii) Pycnometer.....
- ----- 02 Nos.

(xxxviii) Motorized Sieve shaker
- ----- 02 Nos.

Any other equipment for site tests as outlined in BIS and as directed by the Engineer-in-charge.

Three qualified laboratory engineers shall be posted at site by the contractor for collecting samples and conducting regular testing at his own cost.

All relevant IS codes, CPWD manual, specifications, schedule of rates, etc in hard as well as soft copy shall be made available at site by the contractor at his own cost.

87 FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR.

On acceptance of tender, the contractor at his own cost will construct a suitable furnished site (site Office Plan to be approved by Engineer in charge) office with Toilets along with Conference Hall (for 25 person) and Projector (approx. 100 sqm.) at site equipped with all basic facilities such as Furniture's, AC, s, telephone(s), fax, internet, photocopier, computer(s) and printer(s) along with operator(s), regular electric, RO drinking water supply, Refreshment for client/ Consultant. **From acceptance of tender till handed over of the building the Contractor shall provide two no. permanent public transport vehicles including driver, fuel (Scorpio/Innova, model should not below 2023) and along with all other maintenance of vehicle (for 24 hour) for Client. If there any default/delay in providing the vehicle by contractor, then rupee**

5.0 lack per month will be deducted from his bill at the rate of 2.5 lakh per vehicle per month. The contractor shall Provide consumable as required and maintain the aforesaid facilities intact / operational during the tenancy of the contract or maximum up to 6 months beyond the contractual completion date if the work is delayed due to any reasons excluding the defect liability period. The contractor shall also make sufficient arrangement for photography / Videography so that photographs/ video can be taken of any specific activity at any point of time. The contractor shall also provide software like MS Project etc. for the purpose of preparing progress report etc.

88 The contractor shall make all arrangements for Higher officers at site visit, accommodation of higher officer during site visit, vehicle for higher officer during visit, foundation laying ceremony/ inaugural function etc for the project as required at his own cost. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.

89 A quality control Format & Check list to be provided by the Engineer in Charge for various works, contractors to fill the Format & Check list before execution of respective works. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.

90 The Insurance coverage as stipulated in General Conditions of Contract clauses shall be in the combined name of BPBCC and the Contractor for the whole contract period upto successful completion and handing over. The Insurance coverage shall be on the Total value of the work awarded to the contractor by BPBCC.

91 Design mix concrete shall only be used for all RCC/PCC (minimum grade of concrete is M25) works, produced through Batching plant using PSC Only.

Design Mix: The Contractor shall conduct the design mix of requisite grade for reinforced cement concrete work in accordance with the relevant latest IS Code at his cost from any reputed engineering institution/ IIT through the Engineer-in-charge. The Contractor shall conduct and submit minimum 03 design mix test / reports from different sources of materials to the Engineer-in-charge for approval. Nothing extra shall be paid for the same. Design of concrete mix is to be repeated / redone afresh as and when directed by the Engineer-In-charge of BPBCC / Local Bodies / State Government / Central Government. Cost of admixtures to be also inclusive.

92 Only PSC shall be used and no blending of fly ash /secondary cementing material shall be permitted. During design mix if cement content shall be worked out less than as specified in the item then necessary recovery shall be affected from the bill of the contractor. If cement shall be worked out more than as specified in the item then no extra payment shall be made to the contractor.

93 The acceptance letter as mentioned in Instructions to tenderers in general Conditions of Contract is to be given on the letter head of the company / organization and the same is to be signed by an authorized representative of the company / organization who is empowered to sign the documents.

94 The contractor shall ensure that before energizing the E&M installation the inspection of the Electrical Inspector / Inspector of Electrical Machinery have carried out pre-commissioning test and shall be responsible for all safety / security aspects as per I E and other rules.

95 The Contractor shall be responsible for smoke test for sewage and manhole system, hydraulic pressure test for pipe line system, slope test for drain and sewage and other relevant tests applicable at different stages.

96 The Contractor shall submit the test report of water to be used from a reputed Lab for his quality/suitability for construction and curing before use in the work and this test is to be conducted at least quarterly or as an when directed by Engineer-Incharge.

97 Manufacturer's Warranties: The Contractor shall:

a) Ensure that all the manufacturer's warranties are made available to the Employer/BPBCC / Local Bodies/Owner and the legal documentation between the Contractor and the Supplier must have a transparent pass through of the warranty benefits to the Local Bodies/ Owner/ BPBCC as the user/maintenance Body of the Asset for the entire duration of each available warranty.

b) warranty that the material is new and free from all defects and faults in workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings.

c) The contractor shall be responsible for any defects that may develop under proper use but arising from faulty materials, design or workmanship and shall remedy such defects at its own cost, or get them remedied from the supplier, when called upon to do so by the Local Bodies/BPBCC/Owner, who shall state in writing in what respect the material is faulty. **This warranty shall** survive inspection and acceptance of material but shall expire **thirty- six months** after the issue of Performance Certificate, except in respect of complaints notified prior to such date.

d) If it becomes necessary for the Contractor, or on its behalf by the supplier, to replace or renew any defective portion/portions of the material/equipment supplied in the work, the provisions above would also apply to the portion/portions of materials so replaced or renewed until the end of the aforesaid period of twenty-four months, whichever

may be later. If any defect is not remedied within a reasonable time, the Employer/BPBCC/ the

Local Bodies/Owner may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects. However, for such components, which require immediate replacement, BPBCC/the Local Bodies/State Government/Central Government or the Employer shall take action and the Contractor shall be required to reimburse the cost.

98 Witnessing of Tests by the Engineer-in-Charge: The Contractor shall make under the direction and in the presence of Engineer-in-charge, such tests and inspections as have been specified or as the engineer-in-charge shall consider necessary to determine whether or not the full intent of requirements of the specifications and the other related contract documents have been fulfilled. In case the work does not meet the full intent of the specifications and the other related contract documents it shall be rectified by the Contractor at no extra cost and the Contractor shall bear all the expenses for any further tests considered necessary.

99 Inspection of materials & Equipment's: - The Contractor before supplying of any materials/ equipment shall give a inspection notice well in advance for inspection & testing of the same at the manufacturing units/ shop. The expenditure on account of TA/ DA of inspecting officials of BPBCC& Representatives of Ministry & Consultants for the inspection of the said items shall be borne by the contractor. However, inspection report issued by the inspecting officials BPBCC does not waiver of quality /performance of equipment & due quality/performance & successful commissioning of equipment is the responsibility of contractor.

100 The final bill will be submitted by the Contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents: -

Completion certificate issued by the Engineer In-Charge / Local Bodies/State Government/Central Government/ Owner specifying the handing over of the work.

- 1) Computerized Measurement Books.
 - 2) No claim certificate by the Contractor.
 - 3) 'As built' drawings.
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- 4) Periodical services and measurement books.
- 5) Road Register.
- 6) Plant Record books.
- 7) History Sheet of Machines.
- 8) Drawings for lay out of underground cables and details showing location of sluice valve etc.
- 9) All operation and maintenance manuals.
- 10) All statutory approval from various state / central Govt. / local bodies /Owner if required for completion & handover of work.
- 11) All test certificates of manufacturers and test conducted at site as well as outside agencies.

97 During post construction phase the contractor shall be responsible for carrying out the following activities but not limited to the following:

- i) Rectification of the defects promptly as pointed out by Engineer In-Charge /Owner's representative(s) during the defects liability period.
- ii) Preparation & submission of "As Built Drawings", Road register, Plant record book, History sheet of machines, drawings for layout of underground cables, pipelines showing locations of sluice valves etc. The formats in respect of above documents shall be got arranged by Engineer In-Charge from the Local Bodies/State Government/Central Government/ Owner.
- iii) Submission of all operation & maintenance manuals.

Submission of "FINAL REPORT" of the completed project containing all technical & other related details

98. HANDING OVER OF PROJECT:

The contractor within 15 days from actual completion of Project including services shall prepare a list of all inventory all building civil , electrical and MEP materials i/c fitting & fixture and submit to Engineer In-Charge and the contractor shall be liable to maintain the building up to defect liabilities period. If the project is not taken over by the Local Bodies/ Engineer In-Charge / Owner due to any reason the contractor shall provide

necessary watch & ward at his own cost till the project is handed over to the Local Bodies/ Engineer In-Charge / Owner.

99. The contractor may have to carry out work under water/liquid or slush as per DBR and rate quoted by him shall be deemed to be included pumping out water or dewatering etc. Also proper disposal of concrete spoil Malba/Solid Waste shall be responsibility of the contractor. Along with monthly computerized running bill / final bill, the contractor shall submit a monthly progress report showing various details, photographs of works etc as per direction of the Engineer-in-charge in four hard copies and six soft copies.

100. The contractor shall also submit video-grapy of the site showing progress of work monthly. Please note that the running payment shall only be released after submission as aforesaid.

The contractor must have to produce a making of project documentary film to engineer-in-charge on every month and finally submit full documentary film of making of project after successful hand over of project to engineer-in-charge. Nothing extra Cost and claim over agreement rates shall be paid on this account to the agency by Bihar Police Building Construction Corporation.

101 Tender drawings enclosed with the tender documents are indicatives only. However, the work shall be executed based on the good for construction drawings issued at site from time to time and nothing extra shall be paid or no claim will be entertained if any GFC drawing varies from tender drawings.

102 MINOR DETAILS OF CONSTRUCTION:

The rates quoted by the Contractor shall be deemed to cover for all the minor details / requirement of construction which may not have been specifically shown on the drawings or given in particular specifications, BOQ, but are required as per established engineering practice.

103 DISCREPANCIES IN DRAWINGS:

The Contractor shall be responsible to ensure correlation in Structural drawings Architectural Drawings and DBR, before quoting for the work and also before commencement and execution of work. In case of discrepancy, the Contractor shall bring it to the notice of the Engineer-in-Charge for clarifications within 28 days of the issue of Letter of Acceptance. In the event of such discrepancy arising during the course of the work for which drawings are given after the date of issue of Letter of Acceptance, the Contractor shall seek clarifications within 14 days of receipt of such drawings. The Contractor shall take into consideration such contingencies in the completion schedule the Program of work is finalized and the Contractor shall not be eligible for any extension of time for such occurrences. The decision of the Engineer-in-Charge shall be final and binding in this case. The bidder is also advised to visit the site and seek clarifications before submitting his bid.

104 DOCUMENTS FOR SUPPLY ITEMS

For supply items in BOQ the Supplier shall submit the following documents to Engineer-in-Charge

- a) Warranty Cards.
- b) Manufacturer's test certificate.
- c) Any other test certificate from an external laboratory to determine the Technical Spécification.
- d) Catalogues
- e) Pollution Control Certificat.
- f) Documents required for registration of vehicle with the local transport Authority and other interstate movement of vehicle.
- g) List of recommended spares with specification and costs thereof.
- h) Operation & Maintenance manuals.

105 SURVEYORS

Contractor shall provide a team of skilled Surveyors for marking layout of buildings and making permanent survey pillars/burgies for individual buildings at the beginning of the work, which shall be preserved till completion of the Project. One theodolite and sufficient

nos. of levelling machines shall be made available at site till completion for day-to-day work.

106 Some of the common safety rules to be followed during working are as follows:-

- No body is allowed to enter at construction site without Safety Shoe.
 - Never enter work area without Safety helmet & chin strap in place.
 - No climbing/working allowed without proper safety belt above 2 m. height.
 - Do not exceed the speed limit 25 Kmph within premises.
 - No debris obstacles allowed on the roads & passages.
 - Do not walk on pipelines or false ceiling.
 - Maintain good Housekeeping at work site.
 - No photography/ Videography allowed without permission
 - All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
 - Availability of qualified & trained Site Engineer at site during all working hours.
 - Site Safety training to be imparted to all workers & plan to be made to cover every worker.
 - Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
 - All accident / incidents (Near Miss) to be reported & investigated. (formats & procedure should be finalized)
 - Daily Safety Checking by Each Site Engineer along with Safety engineer.
 - Weekly co-ordination meeting of all Safety engineers with BPBCC safety officer.
 - Monthly safety meeting with Site In-charges.
 - All Safety equipment must be ISI marked & checked by Safety officer before use.
 - Tag system for erection & use of scaffoldings.
 - Bamboo/wooden Scaffolding material not allowed.
 - LPG cylinders not allowed for gas cutting.
 - Good Housekeeping. Separate waste bins to be used for flammable & non flammable material.
 - Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
 - Deployment of Safety Supervisors for every 250 workers and part thereof at work site.
 - Display of List of First Aid trained persons.
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- Testing certificates for lifting tools & tackle.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- For confined space entry Gas test must be done before & at regular intervals.
- Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

107 Contractor shall ensure following:

1. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency including Ambulance.
2. Contractor has to ensure pre-employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities with trained nurse & ambulance are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following Male nurse (in shifts)
 - Oxygen set up
 - Breathing apparatus
 - Eye wash facility
 - Stretcher
 - Trauma blanket
 - Medicines.

108 Any conditions either in GCC or in SCC appeared more than one location decision of Engineer In-Charge on those conditions final and binding on Contractors.

109 The scope of work covered in this tender shall be as per DBR, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be Executed according to the drawings to be released as “GOOD FOR CONSTRUCTION” from time to time by the

Engineer-in-charge and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.

110 The scope of defined in the “DBR” are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in DBR. The variation of quantities will be governed as per clause of contract.

111. The contractor shall prepare and submit shop drawings for HVAC, Fire Fighting & Fire Alarm, Structural Steel work, Aluminum Work, Structural Glazing, Electrical Work, Plumbing etc.or as directed by Engineer In charge), to Engineer In charge for approval before execution of work.

112. The contractor shall prepare and submit Bar Bending Schedule to Engineer In charge based on Good for Construction Structural Drawings for approval before execution of work.

113. QUALITY ASSURANCE AND SUPERVISION FOR EXECUTION PART of WORK

Quality of Materials and Workmanship

- (i) The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.
 - (ii) The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by Engineer-in-Charge, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practice.
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Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

(i) The Contractor shall, submit to the Engineer-in-Charge, its Quality Assurance Plan 15 (fifteen) days in advance of start of the execution stage specified in the NIT. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:

(a) Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non-conformities and corrective action, inspections and documentation.

(b) Internal quality audit system.

(c) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.

(d) Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.

(e) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials. All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.

(f) Check-list for various items and materials. (g) Formats for site documentation, monthly reports on implementation of QAP.

(ii) Sampling of materials

All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the Engineer-in-Charge or his authorized representatives as specified in NIT. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing

charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site

(iii) Testing of Materials

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications. All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Engineer-in- Charge or his authorized subordinates as specified in NIT. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory as indicated below. Contractor shall endeavour to obtain test reports for tests conducted from outside laboratory in a reasonable time.

(iv) Maintenance of Register of Test -

- All the entries in the register of test are to be made by the designated QA Engineers of the contractor and same is to be regularly reviewed by the field officers as well as the Engineer-in-Charge. The contractor shall allow inspection of such records any time as desired by Engineer-in-Charge or his authorized representative.
- All the tests carried out at construction site or outside laboratories are to be maintained by the contractor in the prescribed format in the test registers provided by the contractor and duly authenticated by Engineer-in- Charge. The test reports shall also be maintained in hard file.
- Contractor is responsible for maintenance and safe custody of all the test registers and test records.
- Mandatory test conducted as per approved proforma shall be attached with each Running bill. Submission of copy of all test registers and material at site register along with each alternate Running Account Bill and with Final Bill is mandatory.

(v) Maintenance of Material at Site (MAS) Register-

MAS register of the key materials including Cement and Steel Registers shall be maintained in the proforma approved by Engineer-in-Charge. All the entries in the MAS registers are made by the designated staff of the contractor and same is regularly reviewed by the field officers as well as the Engineer-in-Charge. Contractor is responsible for maintenance and safe custody of MAS registers. (vi) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan.

(vii) All the cost of testing including cost of samples, packaging, transportation, testing charges of Construction, Materials and workmanship under this clause shall be borne by the contractor.

(viii) The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the Engineer-in- Charge.

114 Inspection of records

The Engineer-in-Charge or his authorized representative shall have the right to inspect the records of the Contractor relating to the works.

Inspection of Works

(i) The Engineer-in-Charge and his authorized subordinates shall at all times;

(a) have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and

(b) during production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.

(ii) The Contractor shall give the Engineer-in-Charge and its authorized representative access, facilities and safety equipment for carrying out their obligations under this Agreement.

Examination of work before covering up/ Test Check of item of Work

In respect of the work which the Engineer-in-Charge or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-Charge whenever any such work is ready and before it is covered up. The Engineer-in-Charge shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the Engineer-in-Charge does not require him to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the Engineer-in Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer- in-Charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in- Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspections.

Rejection

- (i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-Charge may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.
 - (ii) If the Engineer-in-Charge requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the department to incur any additional costs, such costs shall be recoverable by the Engineer-in-Charge from the Contractor and may be deducted by the Engineerin- Charge from any amount due to be paid to the Contractor.
 - (iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.
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(iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer-in-Charge or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge be liable for the same in any manner.

Remedial work

(i) Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:

(a) remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.

(b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and

(c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.

(ii) If the Contractor fails to comply with the instructions issued by the Engineer-in-Charge under aforesaid para, within the time specified in the notice or as mutually agreed, the Engineer-in-Charge may get the work executed by another agency. The cost so incurred by the Engineer-in-Charge for undertaking such work shall, without prejudice to the rights of the Engineer-in-Charge to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.

115 Damages and Defects liability

During progress of work

If the contractor or his working staff or workers damage any part of the work in the scope of contract, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass, grassland, cultivated ground, etc. contiguous to the premises on which the work or any part of it is being executed, the contractor shall make good the same at his own cost. Contractor shall repair/replace and restore the damaged structures/services in a time bound manner as required and as directed by the Engineer-in-Charge. Contractor shall not be given any benefit of hindrance caused

in the execution of the work owing to such damaged structure/service and time taken in its restoration by the contractor.

During defect liability period

The contractor shall be responsible for all the defects and deficiencies in the work within the scope of this contract, during the defect liability period which shall be for 3 (three) years after the date of actual completion of work as recorded by the Engineer-in-Charge. The liability of contractor for defects and deficiencies may arise due to:

- (a) Improper planning and design of the project, if in the scope of contract.
- (b) Works, Tools, Plant & Machinery, Materials or Workmanship not being in accordance with this contract.
- (c) Improper upkeep & maintenance during construction of the work.
- (d) Improper upkeep, operation and/or maintenance during defect liability period, if these are in the scope of this contract.
- (e) Failure by the contractor to comply with any other obligation under this contract.

Such defects and deficiencies shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice.

However, contractor need not wait for instructions/notice from Engineer-in-Charge for rectification of defects in work which come to his notice and he should initiate action for needful rectification of defect on priority, under intimation to Engineer-in-Charge, to avoid any untoward incident.

Structural soundness

The contractor shall follow the good engineering practice for safety, serviceability and structural soundness of the building/ structure/road work etc. as covered in the scope of contract.

Structure design in the scope of contract

The contractor shall have obligation to rectify all defects in the structural elements or any other part of building/structure/road etc. due to design deficiency at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by the Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost

after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice and as per the methodology duly approved by the Engineer-in-Charge.

Liability for execution

The contractor shall be fully liable for any deficiency in structural soundness of work owing to execution of the work under the scope of this contract. The contractor shall have obligation to rectify all defects in the structural elements owing to any deficiency in execution of work at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer- in-Charge within the time period specified in such instructions/notice and as per methodology duly approved by the Engineer-in-Charge.

Methodology for rectification of defects

The design, methodology and quality of rectification of defects carried out by the contractor shall be as per sound engineering practice.

SAFETY CODE

- 1.** Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)
 - 2.** Scaffolding of staging more than 3.6m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
 - 3.** Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
 - 4.** Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3ft).
 - 5.** Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ "") for ladder upto and including 3m (10ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm (1foot) of length.
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Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching - All trenches 1.2m (4ft) or more in depth, shall at all times be supplied with the least one ladder for each 30m (100ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition – Before any demolition work is commenced and also during the progress of the work,

- i). All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- ii). No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- iii). All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take

adequate steps to ensure proper use of equipment by those concerned. The following safety equipments shall invariably be provided:

- i). Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii). Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii). Those engaged in welding works shall be provided with welder's protective eye shields.
 - iv). Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v). When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manholes are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a). Entry for workers into the line shall not be allowed except under supervision of the Engineer-in-charge or any other higher officer.
 - b). At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c). Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d). Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e). Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f). The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
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- g). No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h). The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i). Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j). Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k). Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metros away for the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l). The workers engaged for cleaning the manholes/ sewers should be properly trained before allowing to work in the manhole.
 - m). The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n). Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o). If a man received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p). The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case well be final.
 - vi). The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :-
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- a). No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- b). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
- c). Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii) (i) of Safety Code (iv)

10. the Contractor shall not employ women and man below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

- i). While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- ii). Measures shall be taken, wherever required in order to prevent danger arising from the Bid of a paint in the form of spray.
- iii). Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
- iv). Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- v). Overall shall be worn by working painters during the whole of working period.
- vi). Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- vii). Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of BPBCC
- viii). BPBCC may require, when necessary medical examination of workers.
- ix). Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

11. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

12. Use of hoisting machines and tackle including their attachment, anchorage and supports shall conform to the following standards or conditions :-

i). a). These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

b). Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii). Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii). In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv). The contractors shall notify the safe working load of their machines to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-charge.

13. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots and may be necessary should be provided. The worker

should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

14. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

15. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

16. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-charge or their representatives.

17. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS FOR
THIS WORK**

BID

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

1. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

2. FIRST-AID FACILITIES

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -

a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments:

1. 6 small sterilized dressings
 2. 3 medium size sterilized dressings
 3. 3 large size sterilized dressings
 4. 3 large sterilized burn dressings.
 5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing Sai volatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet
 8. 1 (30gms) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
-

10. 1 copy of the first-aid leaflet issued by the BPBCC General, Factory Advice Service and LabourBPBCCs, BPBCC of India.

11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.

12. Ointment for burns

13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50. Each first- aid box shall contain the following equipments:

1. 12 small sterilized dressings.

2. 6 medium size sterilized dressings

3. 6 large size sterilized dressings

4. 6 large size sterilized burn dressings.

5. 6 (15 gms.) packets sterilised cotton wool.

6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.

7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

8. 1 roll of adhesive plaster.

9. 1 snake bite lancet.

10. 1(30 gms.) bottle of potassium permanganate crystals.

11. 1 pair scissors.

12. 1 copy of the first-aid leaflet issued by the BPBCC General Factory Advice Service and LabourBPBCCs/ BPBCC of India.

13. A bottle containing 100 tables (each of 5 gms.) of aspirin.

14. Ointment for burns

15. A bottle of suitable surgical antiseptic solution.

iii). Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv). Nothing except the prescribed contents shall be kept in the First-aid box.

- v). The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi). A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vii). In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii). Where work places are situated in places, which are not towns, or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

3. DRINKING WATER

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for, drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

4. WASHING FACILITIES

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
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- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

5. LATRINES AND URINALS

i) Latrines shall be provided in every work place on the following scale namely:-

- a) Where females are employed, there shall be at least one latrine for every 25 females.
- b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

iv) a) Where workers of both sexes are employed, there shall be displayed out side each block of latrine and urinal, a notice in the language understood by the majority of the workers “ For men only” or “For Women Only” as the case may be.

b)The notice shall also bear the figure of a man or of a woman, as the case may be.

v) There shall be at least one Urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeding 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

vi) a) the latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

6. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 s ft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

7. CRÈCHES

i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.

- ii) The rooms shall be provided with suitable and sufficient openings in for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- iv) The contractor shall provide one ayaa to look after the children in the crèche when, the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- iv) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

8. CANTEENS

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, and adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or color washed at least once in each year.
Provided that the inside wall of the kitchen shall be lime washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10sft) per diner to be accommodated as prescribed in sub-Rule 9.

xi) A) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

B) Washing places for women shall be separate and screened to secure privacy.

xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule.

xiii) a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic conditions.

b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for food for stuffs, beverages and any other items served in the canteen shall be based on "No profit", "No loss" and shall be conspicuously displayed in the canteen.

xiv) In arriving at the price of food stuffs and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

a) The rent of land and building.

b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.

d) The water charges and other charges incurred for lighting and ventilation.

e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

9. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expenses, confirm to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

10. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

11. AMENDMENTS

BPBCC may from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

1. PRESERVE AND PROTECT LANDSCAPE DURING CONSTRUCTION

1.1 Collection, storage and reBid of topsoil

1.1.1 Soil Test has to be carried out and also soil boring test needs to be carried out.

1.1.2 Contractor to ensure that the soil on -site is protected from erosion in accordance with NBC 2005 – Part 10 – Landscaping, Signs and Outdoor Display Structures, Section 1 – Landscape planning and design, Subsection 4 – Protection of landscape during construction)

1.1.3 This should be done from areas likely to be disturbed by construction activities (especially in cases where the site area is larger than 10 000 m²), topsoil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads,

paved areas, and external services.

1.1.4 It should be stockpiled to a height of 40 cm in designated areas and reapplied during plantation of the proposed vegetation. The topsoil should be separated from the subsoil debris and stones larger than 50 mm in diameter.

1.1.5 The adjoining areas shall be barricaded to prevent construction activities damaging the surrounding areas.

1.2 Sedimentation basin

1.2.1 Sedimentation basin, a temporary dam or basin at the lowest convenient point of the site should be constructed for collecting, trapping, and storing sediment produced by the construction activities.

1.2.2 A flow-detention facility must also be constructed for reducing peak run-off rates. This would allow most of the sediments to settle before the run-off is directed towards the outfall.

1.3 Contour trenching

1.3.1 Contour trenching is an earth embankment or ridge-and-channel arrangement constructed parallel to the contours, along the face of the slope, at regular intervals on the lengths and slopes greater than 10% (1:10).

1.3.2 They are used for reducing run-off velocity, increasing the distance of overland run-off flow. They are also used to hold moisture and minimize sediment loading of surface run-off.

1.4 Mulching

1.4.1 Mulch is a protective layer of material that is spread on the top of the soil, which can either be organic (such as grass clippings, straw, bark chips, and similar materials) or inorganic, (such as stones and brick chips).

1.4.2 Mulching should be used with seedlings and plantings on steep slopes (slopes > 33%). Steep slopes are prone to heavy erosion and, therefore, netting or anchoring should be used to hold it in place.

1.5 Topsoil improvement

1.5.1 Topsoil needs to be tested before preservation to ensure that it is worth preserving, and will help conserve resources and money in the long run.

1.5.2 The soil should be tested at a laboratory accredited by the Indian Council of Agricultural Research (ICAR) for primary plant nutrient and pH. In case the soil test conducted yields a result that is not up to the requisite standard, then adequate measures need to be adopted to ensure that the fertility of the soil is restored to a usable level as per the direction of Engineer-In-Charge.

1.6 Preservation of existing Trees and preventing damage to the same During Construction

During construction, protection of existing vegetation (including trees, shrubs, grasses and other plants) where possible, by preventing disturbance or damage to specified areas is recommended. This practice minimizes the amount of bare soil exposed to erosive forces. Trees retained on the project site shall be protected during the construction period as per National Building Code – Part 10: Landscaping, signs, and outdoor display structures.

Copy of permission letter to be provided for cutting of trees.

1.7 Documentation

1.7.1 Site plan showing staging and spill prevention measures, erosion and sedimentation control measures.

1.7.2 Document to be submitted after completion of the project, a brief description along with photographic records to show that other areas have not been disrupted during construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation control measures and measures adopted for top soil preservation during construction).

1.7.3 Site plan (one CAD drawing) along with a narrative to demarcate areas on site from which topsoil has to be gathered, designate area where it will be stored, measures adopted for topsoil preservation.

1.7.4 Obtaining Certificate from landscape architect confirming proper protection and preservation of existing trees during construction process.

1.7.5 Landscape plan, clearly highlighting the areas where trees were removed (indicating the number of trees), if applicable, with the number of replanted trees in the proportion of 1:3 in the proposed landscape design. List details about species, which existed, and the species that have been replanted on-site.

1.7.6 Narrative explanation about the methods of soil stabilization used, wherever required, accompanied by photographs with brief description.

1.7.7 Certificate by the landscape architect on topsoil laying, soil stabilization, and adequate primary soil nutrient and pH [(supported by test results performed at Indian Council of Agricultural Research (ICAR)–accredited laboratory)].

2. PROVIDE MINIMUM LEVEL OF SANITATION/SAFETY FACILITIES FOR CONSTRUCTION WORKERS

2.1.1 Drinking water facility provided for workers, all such points shall be legibly marked "Drinking Water" in a language understood by a majority of the persons employed in such place and no such point shall be situated within six meters of any washing place, urinal or latrine.

2.1.2 Contractor shall provide minimum level of sanitation facilities and ensure safety of construction workers as per guidelines given in The National Building Code of India (Latest version). Toilets provided for workers, the temporary accommodation provided shall have separate cooking place, bathing, washing and lavatory facilities.

2.1.3 Provision for crèche if female workers: Such rooms shall- provide adequate accommodation; be adequately lighted and ventilated; be maintained in a clean and sanitary condition; be under the charge of women trained in the care of children and infants.

2.1.4 To provide and maintain in every place wherein not less than two hundred and fifty building workers are ordinarily employed a canteen for the use of the workers;

2.1.5 Safety helmets, vests, boots and safety harness should be provided mandatorily.

2.1.6 In case of any death or injury on the site, by reason of which the person injured is prevented from working for the period of forty- eight hours or more immediately following the accident, or which is of such a nature as may be prescribed.

2.2 Documentation

Contractor shall take regular photographs showing the health, safety and sanitation measure followed during construction and maintain the record of the same.

Contractor shall submit the detailed narrative on provision for safe drinking water and sanitation facility for construction workers and site personnel accompanied by the photographs taken at regular intervals during construction.

3 REDUCE AIR POLLUTION DURING CONSTRUCTION

Contractor shall prepare a dust and air pollution control plan and get the same approved by Engineer-In-Charge prior to start of construction.

3.1.1 Barricading

Temporary and permanent barricading shall be provided in height around construction area of either full brick wall or dust screens, sheeting or netting has to be provided along the sides of existing building and road.

3.1.2 Wheel Washing Pit

Construct and maintain the wheel washing pit to prevent erosion by construction vehicles at all entrances of the site.

3.1.3 Water spraying

Use water as a dust suppressant. Spray water over areas where demolition work is being carried out. Ensure that all vehicles and gensets use cleaner fossil fuels like ultra low sulphur diesel.

3.2 Cover and enclosure

Cover all loose stored material with geotextile or any impervious fabric or covering.

Cover all dusty loads on vehicles with impervious sheeting before they enter or exit the site.

Store loose materials in enclosed spaces. Provide wind barriers or fences or wind breakers around the area where loose soil, sand, etc., are stored.

Store materials on site in an area away from sensitive areas surrounding the site like schools, hospitals, etc.

All gensets should be maintained properly. The gensets used on site should meet the recommended pollution norms. Minimum stack height should be provided for all gensets based on height of the building and capacity of the gensets

The contractor shall submit the narrative document with support of site photographs demonstrating implementation of actual measure and a short description of each measure.

3.3 Documentation

Contractor to submit the narrative (not more than 300 words) explaining the air pollution preventive measures that have been adopted on-site. Site photographs showing different stages of construction along with preventive measures to support of the same.

4 EFFICIENT WATER USE DURING CONSTRUCTION

4.1.1 Contractor shall use curing compound for curing the concrete as per the specifications mentioned elsewhere in the tender document.

4.1.2 Curing water should be sprayed on concrete structures; free flow of water should not be allowed for curing.

4.1.3 After liberal curing on the first day, all concrete structures should be painted with curing chemical to save water. This will stop daily water curing hence save water.

4.1.4 Concrete structures should be covered with thick cloth/gunny bags and then water should be sprayed on them. This would avoid water rebound and will ensure sustained and complete curing.

4.1.5 Ponds should be made using cement and sand mortar to avoid water flowing away from the flat surface while curing.

4.1.6 Water ponding should be done on all sunken slabs

4.1.7 Adequate provision for recycling of waste water generated on site during construction activities.

4.1.8 Adequate storage provision for rain-water and reuse on site.

4.1.9 Recycled treated water to be used for curing

4.2 Documentation

Contractor to submit the narrative explaining the efficient water use during construction accompanied by regular photographs of curing showing the use of concrete compound as per the direction of Engineer-In-Charge.

5 USE OF LOW-VOC PAINTS/ADHESIVES/SEALANTS

Contractor to ensure that all the Adhesives, Sealants, Paints and Coatings used in the project have a VOC level within the following limits. Maintain Proper documentation in the form of manufacturer cut sheets, technical data sheets, and lab test reports as conformation for compliance.

100% of all paints should be under the provided VOC limits for paints and to use water-based rather than solvent-based sealants and adhesives.

Paint Bids	VOC limits (g of VOC per lt)	
Interior coating	Flat	<50
Non Flat	< 150	
Exterior Coating	Flat	<200
	Non Flat	<100
Anti Corrosive	Gloss/semi gloss/flat < 250	

6 STORM WATER MANAGEMENT DURING CONSTRUCTION:

Contractor needs to take measures to ensure that the storm water runoff during construction does not exceed the runoff before construction. To this effect there is need to provide rain water recharge pits right around the periphery of the site & have rain water harvesting wells to capture rain water and then filter all suspended solids and other materials before recharge into the earth.

7 CONSTRUCTION WASTE MANAGEMENT

7.1. REDUCTION IN WASTE DURING CONSTRUCTION

7.1.1 Separate bins to be constructed for storage of sand and aggregate.

7.1.2 Separate bins to be constructed for storage of construction waste like scrape steel, cement debris, empty cement bags, paint buckets etc and other construction wastes.

7.1.3 Hazardous wastes like spent diesel and batteries be also sold to designated vendors

7.1.4 Spent diesel shall not be reused as shuttering oil or for any other construction purpose.

7.2 Documentation

Contractor to submit the narrative indicating the quantum of waste generated during construction and storage facility for segregated inert and hazardous waste before recycling and disposal accompanied by necessary documents and photographs.

Contractor to submit the layout (showing the location & capacity) and photo of the storage facility for segregated inert and hazardous waste

Contractor to ensure that a plan is in place to ensure that more than 75% of the waste generated by weight or volume, on-site due to construction activities is either reused, recycled or sold as scrap and is diverted from going into landfills.

Contractor to submit the proper records/documents in the form of logs, photographs, gate passes, hauler certificates, etc. for compliance of the same.

Contractor to submit the proper records/documents in the form of logs, photographs, gate passes, hauler certificates, etc. for compliance of the same.

8 RECYCLED CONTENT IN MATERIALS

Contractor to submit the letters confirming the recycled content (post-consumer and pre-consumer) in the materials from the manufacturers. Recycled content in the various materials is given below:

- a. Glass- Minimum recycled content of 10-15%
- b. Steel – Minimum recycled content of 25%
- c. Gypsum Board- Minimum recycled content of 20-25%
- d. Aluminum - Minimum recycled content of 25%
- e. Flyash in AAC Blocks, Cement Plaster, RMC- Minimum recycled content of 25-50%

Contractor to maintain documentation records in the form of Manufacturer cut-sheets, technical data sheets and/or test reports to confirm compliance of the same. Post- consumer material is defined as waste material generated by households or by commercial, industrial and institutional facilities in their role as end-users of the product, which can no longer be used for its intended purpose. Pre-consumer material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that generated it.

9 REGIONAL MATERIALS

Contractor to procure materials which are extracted, harvested or recovered and manufactured/ processed within a 250mile (400km) radius of the project site as far as possible and ensure that more than 20% of the materials by cost are extracted, harvested or recovered and manufactured / processed regionally within a 250mile (400km) radius.

Contractor to maintain and submit documentation records in the form of Manufacturer letters indicating the place of manufacture/process and place of raw material

extraction/harvesting and the distance of both from the project site to ensure compliance with the above.

10 COMPOSITE WOOD AND AGRIFIBER PRODUCTS

Composite wood and Agri fiber products used in the interior of the building must contain no added urea-formaldehyde resins. Composite wood and Agri fiber products are defined as: particleboard, medium density fiberboard (MDF), plywood, wheat board, strawboard, panel substrates and door cores. Substitute resins include Phenol Formaldehyde, Melamine Formaldehyde or Epoxy resins

Contractor to submit and maintain proper documentation in the form of manufacture cut sheets, technical data sheets, lab test reports indicating the resin used for all composite wood and agrifiber products as conformation for compliance.

ADDITIONAL SPECIAL CONDITIONS

I. Site Boundary

Boundary shall be fenced with an opaque material which shall not allow air pollution and soil erosion due to wind. Temporary and permanent barricading shall be provided in height around construction area of either full brick wall or dust screens, sheeting or netting has to be provided along the sides of existing building and road.

II. Site preparation

- Clear vegetation only from the areas where work will start right away
- Vegetate / mulch areas where vehicles don't ply. Mulch is a protective layer of material that is spread on the top of the soil, which can either be organic (such as grass clippings, straw, bark chips, and similar materials) or inorganic, (such as stones and brick chips). Mulching should be used with seedlings and plantings on steep slopes (slopes > 33%). Steep slopes are prone to heavy erosion and, therefore, netting or anchoring should be used to hold it in place.
- Apply gravel to the area where mulching/paving is impractical
- Identify roads on site that would be used for vehicular traffic. Add surface gravel to reduce source of dust emission
- Limit vehicular speed on site to 10 km/hour

III. Existing Site Features

- Conserve existing natural areas or existing natural features on site such as water bodies, trees etc to integrate in the design and to provide habitat and promote biodiversity
- Carry out a comprehensive site analysis to identify site characteristics that can be used to harness natural resources (like solar energy, wind, and water) and the potential qualities of the landforms that could contribute to making different areas of the site visually and thermally more comfortable for users. Locate various activities of the scheme after careful site analysis and assessment so as to protect ecologically sensitive areas and reduce damage to the natural ecosystem

IV. A. Preserve and protect existing vegetation on site

- Inventory of existing vegetation including the number of trees and native shrub coverage and their species types. This has to be done before any construction activity starts on site
 - Preserve existing mature trees on-site during the course of construction by preserving and transplanting them. Preservation and protection of existing vegetation by non-disturbance or damage to specified site areas is recommended. Site vegetation includes trees, shrubs, grasses and other plants. Where ever possible, existing site vegetation has to be included in the landscape design of the
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site. This practice enables retention of fully-grown mature trees and also reduces avoidable erosion of bare soil

- The contractor shall undertake the responsibility to ensure that the site is not 'levelled' or 'cleared' before undertaking this study
- Site plan, with photographs, clearly highlighting the trees and native shrub coverage that is protected, transplanted or removed has to be recorded or maintained by the site engineer

B. Procedure to Monitor and Protect Site Vegetation

- All existing vegetation shall be marked on a site survey plan
- A vegetation survey in the prescribed format shall be carried out by an accredited landscape architect and attached to the site survey plan
- *The above specifications to be implemented at site as per NBC part 10 – Landscaping, Signs and outdoor display*
- Copy of permission letter to be provided for cutting of trees.

C. Transplanting Existing Trees on Site

- If trees have to be removed from their location or have to be felled for any of the above reasons, efforts should be made to transplant them as much as possible. For this
- Large trees identified for transplantation should be replanted at a different location immediately
- Young trees or saplings identified for transplantation can be uprooted and preserved for replanting after the completion of construction. Young trees are those that have a height less than 2 m, and a 0.1 m trunk girth at 1 m height from ground, and a 2 m crown diameter
- Non-Applicability *condition*: Sites that are devoid of trees

D. Compensatory Plantation on Site

- Where trees cannot be transplanted due technical and economical reasons, compensatory plantation has to be undertaken on the site.
-

- Compensate the loss of vegetation (trees) due to the construction activity by compensatory plantation.
- Replant the same number of mature or fully grown trees as eliminated during the construction of the proposed landscape design. Replant the same, native and/or non-invasive species, which existed on the site before elimination in the proportion of 1:3.
- Plant in excess of 25% to the minimum required within the site premises
- *The above specifications to be implemented at site as per NBC part 10 – Landscaping, Signs and outdoor display.*

V. Construction management process requirements

A. Timing of construction

- Select proper timing for the construction activity to minimize site disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater

B. Staging

- Staging is dividing a construction area into two or more areas to minimize the area of soil that will be exposed at any given time. Staging should be done to separate undisturbed land from land disturbed by construction activity and material storage
- Use staging and spill prevention and control plan to restrict the spilling of the contaminated material on site
- Specify and limit construction activity in pre-planned/designated areas

C. Soil erosion and sedimentation control measures

- Soil Test has to be carried out and also soil baring test needs to be carried out. Topsoil needs to be tested before preservation to ensure that it is worth preserving, and will help conserve resources and money in the long run.
 - The soil should be tested at a laboratory accredited by the Indian Council of Agricultural Research (ICAR) for primary plant nutrient and pH. In case the soil test conducted yields a result that is not up to the requisite standard, then adequate
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measures need to be adopted to ensure that the fertility of the soil is restored to a usable level as per the direction of Engineer-In-Charge.

- Preserve topsoil by employing measures as following -
 - Contractor to ensure that the soil on -site is protected from erosion in accordance with NBC 2005 – Part 10 – Landscaping, Signs and Outdoor Display Structures, Section 1 – Landscape planning and design, Subsection 4 – Protection of landscape during construction)
- Protect the top soil from erosion. Use collection storage and reBid of the top soil, sediment basin, contour trenching, mulching, soil stabilization methods to protect the top soil from erosion during construction
- Measures shall be followed for collecting drainage water runoff from construction areas and material storage sites through temporary drainage trenches, silt fences, bio-infiltration ponds or structural controls such as sedimentation tank or water collection chambers to reuse water for curing etc.
- The Contractor shall construct Sedimentation basin, a temporary dam or basin at the lowest convenient point of the site. This should be constructed for collecting, trapping, and storing sediment produced by the construction activities, together with a flow detention facility for reducing peak runoff rates. This would allow most of the sediments to settle before the runoff is directed towards the outfall

D. Soil conservation (till post-construction)

- Proper topsoil laying, stabilization of the soil, and maintenance of adequate fertility of the soil to support vegetative growth. The top soil conservation should be done from areas likely to be disturbed by construction activities (especially in cases where the site area is larger than 10 000 m²), topsoil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas, and external services.
 - It should be stockpiled to a height of 40 cm in designated areas and reapplied during plantation of the proposed vegetation. The topsoil should be separated from the subsoil debris and stones larger than 50 mm in diameter.
 - The adjoining areas shall be barricaded to prevent construction activities damaging the surrounding areas
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- ***Non applicability condition proposed (for top soil preservation only):*** Contaminated sites/sites that do not have good quality top soil (as per soil test report) that is considered worth storing for reuse. Soil test has to be carried out as per criteria 3 and the test report has to be endorsed by the landscape architect. The landscape architect has to provide certificate that the top soil is not worth storing for landscaping purposes and cannot be restored to applicable standard

VI. Reduce air pollution during construction

- The contractor shall undertake the responsibility to prevent air pollution dust and smoke; ensure that there will be adequate water supply / storage for dust suppression; devise and arrange methods of working and carrying out the work in such a manner as to minimize the impact of dust on the surrounding environment, and provide experienced personnel with suitable training to ensure that these methods of working, plant, equipment and air pollution control system to be used on the site should be made available for the inspection and approval of the engineer-in-charge of construction to ensure that these are suitable for the project
- The contractor shall comply to CPCB standards to prevent air pollution, dust and smoke on the site. These standards shall be applicable to the use of DG sets during construction and the stack height of the DG stack to control air pollution should be as per the CPCB standards

SITE MAINTENANCE POLICIES SHOULD INCLUDE -

A. Water spraying.

- This will be done by wetting the surface by spraying water on-
- Any dusty materials before transferring, loading, and unloading.
- Areas where demolition work is being carried out
- Any unpaved main haul road
- Areas where excavation or earth-moving activities are to be carried out

B. Cover and Enclosure

- Providing hoardings/ GI sheet barricading of not less than 3m high along the site boundary, next to a road or other public area. An existing brick boundary wall
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exists at site on some sides. The Contractor shall be required to erect a GI sheet barricading over the same

- Providing dust screens, sheeting or netting along the perimeter of a building
- Covering fully stockpile of dusty material with impervious sheeting
- Covering dusty load on vehicles by impervious sheeting before they leave the site.
- Transferring, handling/storing dry loose materials like bulk cement, dry pulverized fly ash inside a totally enclosed system
- Stack height of the DG stack to control air pollution should be as per the CPCB standards

VII. Reduce Noise Pollution during construction on site

- To use appropriate noise controls for providing acceptable levels of outdoor and indoor noise levels to enhance comfort ensure that the outdoor noise level conforms to the Central Pollution Control Board- Environmental Standards-Noise (ambient standards)
- *The report on measured average ambient noise level at site-* Noise measurement should be conducted by an organization recognized by a competent authority and it should follow procedures laid down by a competent authority.
- Mechanical, electrical, air conditioning, heating and mechanical ventilation and other services if are provided -noise control measures should be incorporated during the design and installation of such services to adhere to the recommended outdoor and indoor noise criteria for the kind of occupancy
- Some basic techniques to achieve the same are given in National Building Code, Part - VIII, Section 4, Annex G

VIII. Aggregate Utility corridors

- Use aggregate utility corridors
 - Consolidate utility corridors along the previously disturbed areas or along new roads, in order to minimize unnecessary cutting and trenching and to ensure easy maintenance. Local codes and requirements for water, sewer, and electrical/telecommunication lines should be considered.
 - Consolidate services, pedestrian, and automobile paths
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IX. Efficient Water Use during Construction

- Minimize use of potable water during construction activity by-
- Controlling wastes of curing water
- To avoid wastage of curing water, follow the following guidelines
- Curing water should be sprayed on concrete structures; free flow of water shall not be allowed.
- After liberal curing on the first day, all concrete structures shall be painted with curing chemical to save water. This will stop daily water curing hence save water. (to be covered under tender items)
- Concrete structure shall be covered with thick cloth/gunny bags and then water should be sprayed on them. This would avoid water rebound and ensure sustained and complete curing.
- Ponds shall be made using cement and sand mortar to avoid water flow away from the flat surface while curing (to be covered under tender items)
- Water ponding shall be done on all sunken slabs; this would also highlight the importance of having an impervious formwork.
- Use recycled treated water
- **Storm water management during construction**
 - Contractor needs to take measures to ensure that the storm water runoff during construction does not exceed the runoff before construction. To this effect there is need to provide rain water recharge pits right around the periphery of the site & have rain water harvesting wells to capture rain water and then filter all suspended solids and other materials before recharge into the earth.

X. Utilization of flyash in building structure

- **Fly ash use in RC:** Minimum 15% replacement of cement with fly ash by weight of cement used in the total structural concrete. Provide supporting document from the manufacturer of the cement specifying the fly ash content in PPC used in reinforced concrete.
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- **For use of fly ash in building blocks of load bearing and non-load bearing wall:** Minimum 40% replacement of cement with fly ash by weight, for 100% load bearing and non-load bearing walls. Provide supporting document from the manufacturer of the pre-cast building blocks specifying the fly ash content of the blocks used in an infill wall system.
- **For use of fly ash in plaster and masonry mortar:** Minimum 30% use of fly ash in place of cement by weight in overall plaster and mortar requirement. Provide supporting document from the manufacturer of the cement/ready mix concrete, specifying the fly ash content in PPC used in plaster and masonry mortar

XI. Use of low VOC paints adhesives and sealants

Contractor to ensure that all the Adhesives, Sealants, Paints and Coatings used in the project have a VOC level within the following limits. Maintain Proper documentation in the form of manufacturer cut sheets, technical data sheets, and lab test reports as conformation for compliance. 100% of all paints should be under the provided VOC limits for paints and to use water-based rather than solvent-based sealants and adhesives.

Paint Bids

VOC limits (g of VOC per lt)

Interior coating	Flat <50
	Non Flat < 150
Exterior Coating	Flat <200
	Non Flat <100
Anti Corrosive	Gloss/semi gloss/flat < 250

XII Recycled Content in materials

Contractor to submit the letters confirming the recycled content (post-consumer and pre-consumer) in the materials from the manufacturers. Recycled content in the various materials is given below:

- f. Glass- Minimum recycled content of 10-15%
 - g. Steel – Minimum recycled content of 25%
 - h. Gypsum Board- Minimum recycled content of 20-25%
 - i. Aluminum - Minimum recycled content of 25%
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- j. Flysash in AAC Blocks, Cement Plaster, RMC- Minimum recycled content of 25-50%

Contractor to maintain documentation records in the form of Manufacturer cut-sheets, technical data sheets and/or test reports to confirm compliance of the same. Post- consumer material is defined as waste material generated by households or by commercial, industrial and institutional facilities in their role as end-users of the product, which can no longer be used for its intended purpose. Pre-consumer material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that generated it.

XIII Regional Materials

Contractor to procure materials which are extracted, harvested or recovered and manufactured/ processed within a 250mile (400km) radius of the project site as far as possible and ensure that more than 20% of the materials by cost are extracted, harvested or recovered and manufactured / processed regionally within a 250mile (400km) radius.

Contractor to maintain and submit documentation records in the form of Manufacturer letters indicating the place of manufacture/process and place of raw material extraction/harvesting and the distance of both from the project site to ensure compliance with the above.

XIV. Reduce volume and weight and time of construction by adopting efficient technologies

Structural Bid

- Use of low-energy technologies in structural Bid clearly demonstrating a minimum 5% reduction in high energy materials such as cement, concrete, steel, sand, bricks by absolute volume when compared with equivalent products for the same Bid, for 100% structural system used in a building, meeting the equivalent strength requirements. For e.g. Post tensioned systems, precast systems etc.
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Non-structural Bid

- Use of low-energy technologies/materials (not based on the utilization of industrial waste), which are used for non-structural Bids such as infill wall system and cause a minimum 5% reduction in the use of high-energy materials such as cement, concrete, steel, and so on. by absolute volume when compared with equivalent products for the same Bid, for 100% infill wall system used in a building, meeting the equivalent strength requirements. For e.g. light weight concrete blocks over dense concrete blocks, pre-cast brick panels, composite ferrocement walling, interlocking concrete blocks etc

XV. Reduction in the Waste during Construction

- The contractor is required to develop Waste Management Program (WMP) during the construction of the project for his works, which may include: -
 - The Contractor shall ensure maximum recovery and safe disposal of wastes generated during construction and reduce the burden on landfill.
 - Employ measures to segregate the waste at site into inert, chemical, or hazardous wastes. For this the contractor shall construct separate coloured bins for collection of different categories of waste at site and maintain strict discipline among the labour in segregating the waste.
 - The Contractor shall recycle the unused chemical/ hazardous wastes such as oil, paint, batteries and asbestos. The Contractor shall dispose off the inert waste by Municipal Corporation at landfill sites.
 - Recycle the hazardous waste and dispose the inert waste to municipal approved landfill sites.
 - Minimize factors that contribute to waste such as over-packaging, improper storage, ordering errors, poor planning, breakage, mishandling, and contamination of construction materials. For waste volumes generated, identify and institute reuse, salvage and recycle opportunities whenever economics and logistics allow
 - Develop and institute a construction waste management plan that identifies proposed deconstruction and salvage opportunities, on-site reprocessing and reuse opportunities
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XVI. Storage of materials and equipment at site

- The Contractor shall, at his own cost, provide adequate storage sheds and yards at the Site, at locations pre-approved by the Engineer, for all materials and equipment that are to be incorporated in the Work. This shall be for all the materials and equipment, supplied by the Contractor or any Sub-Contractor or supplied by the Employer / Engineer
- In addition to being watertight and weatherproof, the storage facilities shall be of such a manner that all the materials and equipments are adequately protected in every way from any deterioration or contamination or damage whatsoever, to the complete satisfaction of the Engineer. The method of storing of all the materials and equipment shall be in conformity with the Specifications and/or to the directions and instructions of the Engineer. At no time shall any material or equipment be stored in open or in contact with the ground. Should any of the materials or equipment deteriorate or be contaminated or damaged in any way due to improper storage or for any other reason than such materials and equipment shall not be incorporated in the Work and shall be removed forthwith from the Site and the replacement of all such materials and equipment shall be entirely at the cost and expense of the Contractor
- Wherever applicable the storage of materials shall be in accordance with the relevant Indian Standard Specifications

XvII. Provide at least the minimum level of accessibility for persons with disabilities as applicable

- Ensure access to facilities and services by adopting appropriate site planning to eliminate barriers as per the recommended standards (NBC 2005 [BIS 2005f]), layout and designing of interior and exterior facilities as per principles of universal design such as prescribed by the National Building Code of India, building management policies and procedures, provision of auxiliary aids and appliances, and staff training in disability awareness, and
- Comply with planning and design guidelines as outlined in NBC 2005 Annex D (Clause 12.21) (BIS 2005f)

XVII. Documentation

- Site plan showing staging and spill prevention measures, erosion and sedimentation control measures.
 - Document to be submitted after completion of the project, a brief description along with photographic records to show that other areas have not been disrupted during construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation control measures and measures adopted for top soil preservation during construction).
 - Site plan (one CAD drawing) along with a narrative to demarcate areas on site from which topsoil has to be gathered, designate area where it will be stored, measures adopted for topsoil preservation.
 - Obtaining Certificate from landscape architect confirming proper protection and preservation of existing trees during construction process.
 - Landscape plan, clearly highlighting the areas where trees were removed (indicating the number of trees), if applicable, with the number of replanted trees in the proportion of 1:3 in the proposed landscape design. List details about species, which existed, and the species that have been replanted on-site.
 - Narrative explanation about the methods of soil stabilization used, wherever required, accompanied by photographs with brief description.
 - Certificate by the landscape architect on topsoil laying, soil stabilization, and adequate primary soil nutrient and pH [(supported by test results performed at Indian Council of Agricultural Research (ICAR)–accredited laboratory)].
 - Contractor shall take regular photographs showing the health, safety and sanitation measure followed during construction and maintain the record of the same.
 - Contractor shall submit the detailed narrative on provision for safe drinking water and sanitation facility for construction workers and site personnel accompanied by the photographs taken at regular intervals during construction.
 - Contractor to submit the narrative (not more than 300 words) explaining the air pollution preventive measures that have been adopted on-site. Site photographs
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showing different stages of construction along with preventive measures to support of the same.

- Contractor to submit the narrative indicating the quantum of waste generated during construction and storage facility for segregated inert and hazardous waste before recycling and disposal accompanied by necessary documents and photographs.
- Contractor to submit the layout (showing the location & capacity) and photo of the storage facility for segregated inert and hazardous waste
- Contractor to ensure that a plan is in place to ensure that more than 75% of the waste generated by weight or volume, on-site due to construction activities is either reused, recycled or sold as scrap and is diverted from going into landfills.
- Contractor to submit the proper records/documents in the form of logs, photographs, gate passes, hauler certificates, etc. for compliance of the same.
