



बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड  
BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

(A Govt. of Bihar Undertaking)  
ISO 9001:14001; OHSAS 18001

Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna - 800 004  
Tel. No. : 0612 - 2660850 • Fax No. : 0612 - 2660256

E-mail : bseidc@gmail.com • Website : http://www.bseidc.in • CIN : U80301BR2010SGC015859

पत्रांक:-BSEIDC/TECH/1977/2024- 6973-

दिनांक:- 28/11/2024

प्रेषक,

मुख्य अभियंता,  
BSEIDC, पटना।

सेवा में,

Chandra Mauleshwar,  
New Area, P.O+P.S-Nawada  
District- Nawada, Bihar,  
Mob No: - 9470424750.

विषय:-

Construction of +2 School Buildings on Bihar- (Group No- HSS-11), High School at Targir, Project Girl's High School at Akbarpur & High School at Sahpur in the District of Nawada के संबंध में।

महाशय,

उपर्युक्त विषयक के संदर्भ में निविदा आमंत्रण सूचना सं०-22/2013-14 के क्रम सं०-11 Construction of +2 School Buildings on Bihar- (Group No- HSS-11), High School at Targir, Project Girl's High School at Akbarpur & High School at Sahpur in the District of Nawada के संबंध में सूचित करना है कि इस ग्रुप अंतर्गत विद्यालय के निर्माण हेतु एकरारनामा संख्या-45 SBD of 2014-15 जिसकी अवधि दिनांक-02/05/2014 से 15 माह की थी इस एकरारनामों की कंडिका-25 में यह अंकित है कि "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/Chief Consultant (Technical) 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" जबकि आपका दिनांक- 30/10/2024 का अभ्यावेदन इस कार्यालय को 13/11/2024 को उपलब्ध कराया गया है और इस अभ्यावेदन में अंकित तथ्यों के अनुसार कोई भी साक्ष्य संलग्न नहीं है।

उपर्युक्त संबंध में आपके अभ्यावेदन में अंकित तथ्यों के अनुसार साक्ष्य इस कार्यालय में अविलम्ब उपलब्ध कराया जाय।

विश्वासभाजन,

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मुख्य अभियंता,  
BSEIDC, पटना।

ज्ञापांक:-BSEIDC/TECH/1977/2024- 6973

दिनांक:- 28/11/2024

प्रतिलिपि:- श्रीमति सविता कुमारी, ICT, BSEIDC, पटना को सूचनार्थ एवं Website पर upload करने हेतु प्रेषित।

मुख्य अभियंता,  
BSEIDC, पटना।

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 ensue as provided in the said Clause 21.

#### CLAUSE 24

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 point or points and in what manner they are to be commenced, and from time to time carried on.

Approval of  
Engineer In  
Charge

#### CLAUSE 25

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or 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 thereof shall be dealt with as mentioned hereinafter.

Settlement of  
Disputes &  
Arbitration

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/Chief consultant(Technical) 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/Chief consultant(Technical) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer/Chief consultant(Technical) the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Executive Officer 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 Executive Officer 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 Executive Officer 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 Managing Director of the Corporation. 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 Executive Officer of the appeal.

It is also a term of this contract that no person other than a person appointed by Managing Director of the Corporation as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitrator 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 Corporation 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 (26 of 1996) or any statutory modifications 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 deemed to have entered on the reference on the date he 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**

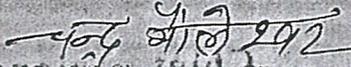
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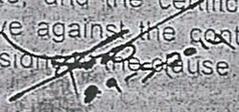
The contractor shall fully indemnify and deep indemnified the M.D. of Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof 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 therefrom, provided that the contractor shall not be liable to indemnify the M.D. of Corporation 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**

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When the estimate on which a 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

  
Signature of Tenderer)  
B.S.E.I.D.C. Ltd. Patna

  
Chief Engineer  
B.S.E.I.D.C. Ltd. Patna