

NOTICE INVITING OFFERS

**BIRLA INSTITUTE OF TECHNOLOGY,
Mesra, Ranchi**

**FOR
ROOF TREATMENT OF RESIDENTIAL AND
NON-RESIDENTIAL BUILDINGS (ROOF
WATERPROOFING)
BIT MESRA, RANCHI**

Office of:
The Registrar
Birla Institute of Technology
Mesra, Ranchi.



BIRLA INSTITUTE OF TECHNOLOGY
MESRA

RANCHI-835 215 (JHARKHAND) - INDIA

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Invitation for Offers

Ref No.: **GPE00075**

Date: 19th Sept 2018

BIT Mesra, established in 1955 by Mr. B M Birla, is a premier technical institute and deemed University u/s 3 of UGC Act, 1956. You are invited to submit your most competitive quotation for the Services required for Institute use.

Sl. No.	Name of the work	Duration of Contract	EMD (Rs.)	Cost of Document (Rs.)	Single/ Two / Three Bid
1.	Roof Treatment of Residential And Non-Residential Buildings (Roof Waterproofing) at BIT Mesra (Indent Nos.1819/178,179& 356)	9 months	Rs.3.50 Lakhs	1,000/-	3 Parts

1. The address for submission of Quotations and for obtaining further information:

**REGISTRAR
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) – INDIA**

2. Cost of bidding document to be downloaded from www.bitmesra.ac.in and the same to be deposited along with a non-refundable fee as indicated in the form of demand draft of any scheduled Bank payable at Ranchi in favour of Birla institute of technology, Mesra.
3. Bids must be accompanied by EMD amount specified for the work in the table above, payable at Ranchi and drawn in favour of Birla Institute of Technology, Mesra. EMD will have to be in anyone of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. In the event of the date specified for Quotation receipt is declared as a closed holiday, the due date for submission of Offers will be the following working day at the appointed time
4. The Schedule for Submission of Quotations is as follows:-

	Date	Time in hours (IST)	Submit to / Venue
Submission of Quotations	24th October 2018	Upto 13:00 hrs	Registrar Office, BIT Mesra
Opening of Quotations	24th October 2018	at 15:30 hrs.	

5. Tenderer(s) shall enclose self-attested Xerox copy of his/her valid registration, Sales tax, Income Tax Clearance, TIN, PAN, Audited turnover, Character Certificate (Proprietorship Companies), Labour License, EPF Registration, ESIC Registration, partnership deed etc.
6. The Vice-Chancellor, BIT Mesra reserves the right to accept or reject any or all Quotations / offers either in part or in full or to split the order without assigning any reasons thereof.

Sd/-
REGISTRAR

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SECTION-2

INSTRUCTIONS TO THE BIDDERS

INSTRUCTIONS TO THE BIDDERS

1 GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, 'BIT Mesra' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.

1.1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

1.2 The sealed bidding documents should be delivered in the office of the Registrar, BIT Mesra by the stipulated date and time.

1.3 The tender documents may also be downloaded from this office website www.bitmesra.ac.in. Those bidders who wish to download the tender documents from the office website should furnish the Tender Document cost specified in NIT through Bank Draft/Pay Order from a Scheduled Bank alongwith the Bidding Documents and EMD.

1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.5 **Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client.NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**

1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.8 The Bidding Company should preferably be a Limited / Private Limited Company, registered under the Companies Act, 1956.

1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the BIT Mesra, Ranchi.

1.10 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to BIT Mesra. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3 EARNEST MONEY DEPOSIT:

3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand only) in the form of Bank Guarantee/Demand Draft of any scheduled bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of BIT Mesra and payable at Ranchi.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 The bids without Earnest Money shall be summarily rejected.

3.5 No claim shall lie against BIT Mesra in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.6 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - a) Fails to sign the contract in accordance with the terms of the tender document
 - b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - c) Fails or refuses to honor his own quoted prices for the services or part thereof.

4 VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.

4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5 PREPARATION OF BIDS

5.1 Language : Bids and all accompanying documents shall be in English or in Hindi

5.2 Minimum Eligibility Criteria: PART I of the Bid; to be submitted in 1st inner sealed envelope consisting of:

- a. **Cost of Document:** Rs.1000 / **EMD:** Rs.3,50,000/-
- b. Bid Submission Form duly signed and printed on Company's letterhead. **Annexure – A**
- c. Qualification information (Minimum Eligibility Criteria) as indicated in the Bid Document and documents as required with accordance with stipulations of bid document and any other material required to be completed and submitted by the Bidder in accordance with these instructions. All these documents are required to be signed by signatory as per format given in bid document. **Annexure –B to D**

The Qualification Information, Part I, should be kept in a separate sealed envelope, superscribed as "Minimum Eligibility Criteria for Tender No. GPE00075 Dated 19th September 2018 with the Name and address of the Bidder.

5.2 Technical Bid: PART II of the Bid; to be submitted in the 2nd sealed envelope, comprising of:

- b. Technical Offer along with technical specifications of equipment / know-how offered, drawings, pamphlets, etc., strictly in terms of tender enquiry.
- b. The Bid Document downloaded from website, signed and stamped by authorized signatory of the bidder on each page of the tender document.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender No. GPE00075 Dated 19th September 2018 with the Name and address of the Bidder.

5.3 Financial Bid: PART III of the Bid; as per the Price Schedule as provided in the Tender Document.

The financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid for Tender No. GPE00075 Dated 19th September 2018 with the Name and address of the Bidder.

6 SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid in a sealed envelope containing three separate sealed envelopes consisting of (i) Minimum Eligibility Criteria; (ii) Technical Bid and (ii) Financial Bid, clearly subscribing so and the three envelopes shall be kept in another single sealed envelope and duly superscribed.

6.2 The Bid shall be submitted not later than 1300 hours of (Date) 24th October 2018 addressed to Registrar, Birla Institute of Technology, Mesra, Ranchi-835215.

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the BIT Mesra reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.5 Late Bids : Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7 BID OPENING PROCEDURE

7.1 The Bids shall be opened in the Conference Room of BIT Mesra, Ranchi on (Date) 31st August 2018 at 15:30 hours by the Committee authorized by the competent authority of BIT Mesra in the presence of such bidders who may wish to be present or their representatives.

7.2 The financial bids of only those bidders who meet the Minimum Eligibility Criteria and selected in Technical Bid are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the technical Bids and financial bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.

7.6 After opening of the Bids and verifying the EMD amount, the bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.

7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.

7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

7.1 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining

8 CLARIFICATION ON TECHNICAL BID EVALUATION.

8.1 The Eligibility Criteria and the technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client 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 Client shall not be considered. The Client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

9 TECHNICAL BID EVALUATION

9.1 The Minimum Eligibility Criteria, technical bid and financial bid shall be evaluated separately.

9.2 The Bidder shall be required to produce attested copies of the relevant documents in support of eligibility criteria for being considered during technical evaluation.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 9. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

- i. The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- ii. Receipt of valid EMD with requisite amount in acceptable format.
- iii. Documents in proof of meeting the minimum eligibility criteria.
- iv. Any other documents as required to support the responsiveness of the bidder, as per tender.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening.

10 FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.5 The final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.

11 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

11.1 The Bidder meeting the minimum eligibility criteria and quoted L-1 rates shall be deemed as the successful Bidder for further process. In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

11.2 If there is a discrepancy between words and figures, the amount in words shall prevail.

12 RIGHT OF ACCEPTANCE:

12.1 BIT Mesra reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of BIT Mesra in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

12.3 The competent authority of BIT Mesra reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the BIT Mesra reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

12.5 BIT Mesra may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

13 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.

13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power and other resources.

14 SIGNING OF CONTRACT AGREEMENT

14.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the works and services.

14.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

14.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

14.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

15 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

15.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

15.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.

15.3 The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

15.4 For the successful bidder the earnest money deposited in the form of Bank guarantee shall be discharged after the bidder has signed the Agreement/ furnished the required Performance Security/security deposit. The Earnest money/ Bid Security deposited in the form of Demand Draft/ECS Transfer shall be adjusted against the Performance Security/security deposit.

PART - I

(To be submitted in a separate envelope)

SECTION-3

MINIMUM ELIGIBILITY CRITERIA

&

OTHER ANNEXURES

(To be filled up, certified by Bidders and submitted along with supporting documents)

2 MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- i. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956, or JV/consortium, Proprietorship, Partnership, etc. A proof for supporting the legal validity of the Bidder shall be submitted.
- ii. **Registration**: The Bidder should be registered with the Income Tax, GST and also registered under the relevant labour laws - Employees Provident Fund Organization, Employees State Insurance Corporation.
- iii. **Clearance**: The Bidder should also have enclosed 3 Years ITR of the same entity.
- iv. **Annual Turnover**: 1 Crore or more.
- v. **Experience**: The Bidder should have experience in the similar field of Waterproofing performed in reputed organizations during last 5 (five) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period). The bidder has to submit the relevant work experience certificates to the tune of 03 works of each Rs.75 Lakhs / 02 works of each of 1 Crore / 01 work of 1.5 Crores in last 5 years. Pre-qualification shall be done based on experience of successfully completed works and not on experience of work in progress.
- vi. **Financial Solvency**: Solvency Certificate from a Scheduled Bank for Minimum 40% of the estimated cost of the work / bid amount.
- vii. **Working Bid Capacity of Contractor / Agency**:
 - a) The Working bid capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The Working Bid capacity shall be worked out by the following formula:

$$\text{Working Bid Capacity} = [A \times N \times 2] - B$$

Where,

A = Average Annual Turnover of the bidder for the last Three years (ending 31st march of preceding Financial Year) from Construction activities. (Annexure D)

N = Number of years prescribed for completion of work for which bids have been invited.

B = Value of existing commitments and ongoing works to be completed (for all the clients of the Bidder) during the period of completion of work which bids have been invited. (Annexure C)

- b) The details submitted by the bidders will be evaluated also considering the Working Bid Capacity of the Bidder apart from other requirements stated in the tender documents to determine bidder's eligibility for the work. In case, the Working Bid Capacity of the Bidder is lesser than estimated cost of the work put to tender, his bid shall be cancelled

and such a bidder not be considered for opening of Financial Bid/Tender opening even if he has been determined eligible in other eligibility criteria / tender requirement.

- c) The Tenderer / Bidder shall submit the details as required in clause 2(vii) above in proforma at Form Annexure C&D.

viii. Bidder/Applicator must obtain and submit Manufacturer Authorization Form from the respective manufacturer specific to this Tender, for carrying out the Works.

Documents supporting the Minimum Eligibility Criteria

- i. In proof of having fully adhered to the minimum eligibility criteria at 2(i), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- ii. In proof of having fully adhered to minimum eligibility criteria at 2(ii), attested copies of GST & PAN Registration, Service Tax Registration, EPFO Registration, ESIC Registration shall be acceptable. **Undertaking as per Annexure – to be provided additionally.**
- iii. In proof of having fully adhered to minimum eligibility criteria at 2(iii), attested copies of Last three years returns from Income Tax Department shall be acceptable.
- iv. In proof of having fully adhered to minimum eligibility criteria at 2(iv), attested copy of the audited balance sheets alongwith audit report for the completed three financial year i.e. for 2017-18, 2016-17 and 2015-16. (However, in support of 2017-18, an attested and signed copy of provisional balance sheet shall be acceptable).
- v. In proof of having fully adhered to minimum eligibility criteria at 2(v), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs / reputed organizations shall be acceptable.
- vi. Solvency Certificate from a Scheduled Bank for at least 40% of estimated value.
- vii. As provided by Bidder at **Page** _____.
- viii. As provided by Bidder at **Page** _____.
- ix. As provided by Bidder at **Page** _____.
- x. As provided by Bidder at **Page** _____.

BID SUBMISSION FORM

Date:

LETTER OF BID

To

REGISTRAR
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) - INDIA

Ref: Invitation for Bid No. **BIT Tender No. GPE00075 Dated 19th September 2018.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for Roof Treatment of Residential And Non-Residential Buildings (Roof Waterproofing) at Birla Institute of Technology, Mesra, Ranchi-835215.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
8. I/We give the rights to the competent authority of the office of BIT Mesra to forfeit the Earnest Money/ Security money deposit by me/us in case of breach of conditions of Contract.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

Annexure - B

BIDDER INFORMATION

1. Name of Tendering Firm / Agency :
(Attach certificate of registration)

2. Registration & incorporation particulars of the Firm / Agency
 - i. Private Limited
 - ii. Public Limited
 - iii. Any other – Please specify :

3. Name of Proprietor / Director(s) :

4. Full Address of Reg. Office (Local) :

Telephone No. :
FAX No. :
E-Mail Address :

5. Full Address of Reg. Office (Corporate) :

Telephone No. :
FAX No. :
E-Mail Address :

6. Bank of Firm / agency :
with full address :
Current Account Number :
IFSC Code :

7. GST No. :
(Attach attested copy)

8. PAN No :
(Attach attested copy)

9. E.P.F. Registration No. :
(Attach attested copy)

10. E.S.I. Registration No :
(Attach attested copy)

FORM

(UPTO THE PRECEDING MONTH OF SUBMISSION OF BID)

S. No	Name of the Work / Project	Details of client along with address and telephone	Contract Value	Start Date	Finish Date	Work done up to the preceding month of submission of bid	Value of existing commitments and ongoing works to be completed (for all the clients of the Bidder) during the period of completion of work for which bids have been invited (i.e. Balance value of work) (B)

Note: The bidder shall also include the value of all such works which are awarded to bidder but yet not started upto the preceding month of submission of bid. Any misrepresentation by the bidder will debar him for 2 years from BIT works.

Date:
Place:

Signature of authorized person

PROFORMA IN RESPECT OF DETAILS ON WORKING BID CAPACITY

NAME OF THE BIDDER : _____

FINANCIAL INFORMATION

1. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last 3 (ending 31st March of preceding FY) years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Certified copies to be attached).

		1 st FY	2 nd FY	3 rd FY (ending 31 st March of preceding FY)	Average annual turnover.
		Rs. (In Lacs)	Rs. (In Lacs)	Rs (In Lacs)	Rs (In Lacs)
		a	b	c	(a + b + c) / 3
(1)	Gross Annual turnover of construction works only.				

11. Provisional balance sheets for FY (ending 31st March of preceding FY), duly certified by Chartered Accountants is also permitted in case the Audited Balance Sheet is not available.

**Signature of Chartered
Accountant with Seal**

**Seal and Signature of
Bidder**

PART - I

(To be submitted in a separate envelope)

SECTION-4

GENERAL CONDITIONS OF CONTRACT (GCC)

GCC INDEX

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1 DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

AGREEMENT	The word "Agreement" and "Contract" has been used interchangeably.
CONTRACTOR	The word "Contractor" and the "Successful Bidder" has been used interchangeably.
OWNER/ CLIENT / BIT	shall mean Birla Institute of Technology, Mesra, Ranchi - 835215 (JHARKHAND).
PARTY	The word "party" means the Successful Bidder to whom the work contract has been awarded by the Client.
LETTER OF ACCEPTANCE	Shall mean the intent of the Client to engage the successful bidder for providing goods and services in its premises
CONFIDENTIAL INFORMATION	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
TERMINATION DATE	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
TERMINATION NOTICE	Shall mean the notice of Termination given by either Party to the other Party
CONTRACTOR	shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company
APPROVAL	means approved in writing including subsequent written confirmation of previous verbal approval

BILL OF QUANTITIES OR SCHEDULE OF QUANTITIES	means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender
CONTRACT VALUE	means the sum for which the tender is accepted as per the letter of Award
DATE OF COMMENCEMENT OF WORK	The date of start of contract shall be reckoned from 10 days after the date of issue of letter of Award, unless and until agreed otherwise
ENGINEER-IN-CHARGE	means the Engineer of BIT Mesra who shall supervise and be in-charge of the work
LETTER OF AWARD	shall mean CLIENT's letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein

2 SECURITY DEPOSIT

Security Deposit shall consist of two parts:

- A. PERFORMANCE SECURITY TO BE SUBMITTED AT AWARD OF WORK
- AND
- B. RETENTION MONEY TO BE RECOVERED FROM RUNNING BILLS.

A.PERFORMANCE SECURITY

2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any scheduled banks, a sum equivalent to 5% of the accepted contract value in favour of BIT Mesra, payable at Ranchi.

2.1.1 The Performance Bank Guarantee shall remain in force throughout the period of the Contract. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.

2.1.2 In case the contractor fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.

2.1.3 BIT reserves the right of forfeiture of the performance guarantee in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

2.1.4 Performance guarantee shall be returned without any interest after successful completion / testing /commissioning and handing over the project to the client up to the entire satisfaction of BIT / Client.

2.2 ADDITIONAL PERFORMANCE SECURITY DEPOSIT

For **identified abnormally low rate (ALR) items**, the contractor will be required to deposit with BIT Mesra the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item. The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

The amount so retained shall be released after successful completion of the individual item ALR items of work.

B. SECURITY DEPOSIT/ RETENTION MONEY

2.1 The Security deposit or the retention money shall be deducted from each running bill of the contractor **@ 10% (five per cent only)** of the gross value of the Running Account bill. The Earnest money deposited in the form of Demand Draft/ECS Transfer shall be adjusted against the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit exceeds the earnest money deductible under this clause. No Interest shall be paid on amount so deducted.

2.2 The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:

- a) Expiry of the defect liability period in conformity with provisions contained in clause 25 (**Defect liability clause**). The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by BIT.
- b) The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate.

2.3 BIT reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

3 MOBILIZATION ADVANCE

3.1 If the Contract Value exceeds 50 Lakhs, Mobilization advance up to maximum of 10% of Contract Value shall be paid to the contractor, if requested by him, on submission of irrevocable Bank Guarantee valid for contract period of an amount 1.2 times of the mobilization advance.

3.1.1 The Mobilization advance shall be interest bearing @ 10% Simple Interest.

3.2.1 The mobilization advance shall be released only after obtaining a bank Guarantee bond from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery together with interest. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive and shall be calculated from the date of payment to the date of recovery (365 days in a year), on the outstanding amount of advance.

3.2.2 This advance shall be paid in **three installments** as follows:

- (i) First Installment of 50% of total mobilization advance shall be paid after the agreement is signed and upon submission of performance guarantee for full amount as specified.
- (ii) 2nd installment of 25% of total mobilization advance will be paid after the setting up of site office and site laboratory, complete mobilization of plant and machinery, scaffolding & shuttering materials etc.
- (iii) The Balance 25% of total mobilization advance shall be paid on completion of 10% of work in terms of cost and after the contractor has fully mobilized the work at site.

3.2.3 It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

3.2.4 The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.

4 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS

Not applicable to this contract.

5 *-deleted.*

6 ESCALATION

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

45 LIQUIDITY DAMAGES / COMPENSATION FOR DELAY

7.1 If the contractor fails to complete the work within the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to BIT Mesra on account of such breach, pay as compensation (Liquidated Damages): half percent (½ %) of the contract /Revised Contract amount whichever is less, per week of delay .

7.2 The aggregate of such compensation/ compensations shall not exceed 10% of the total contract /revised contract value and adjusted against any sum payable to the contractor under this or any other contract with BIT Mesra.

7.3 If BIT Mesra is satisfied, that the works can be completed within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. If the contractor fails to complete within the further extended period, LD shall be imposed

7.4 BIT Mesra may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

7.5 In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document, or the re-scheduled milestone(s) the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount or failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

8 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

8.1 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 and his authorized subordinates.

8.2 If it shall appear to the Engineer-in-charge or his authorized subordinates, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for 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 twelve months of the completion of the work 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 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 7 of the

contract (for non-completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

9 CANCELLATION/DETERMINATION OF CONTRACT IN FULL OR PART

9.1 Subject to 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 un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
- 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 for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge; or
- iii) 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; or
- iv) If the contractor shall obtain a contract with BIT as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or
- v) Transfers, sublets , assigns full or a part of work without prior approval of department.

9.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to BIT, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by BIT because of action under this clause shall not exceed 10% of the tendered value of the work. The Engineer-in-charge 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 the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract and performance guarantee shall be liable to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of BIT. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited; and/ or
- b. To employ labour paid by BIT and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in- Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. If the expenses incurred by BIT are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or
- c. By a notice in writing to withdraw from the contractor any items or items of work as the Engineer-in-charge may determine in his absolute discretion and get the same executed at the risk and cost of the contractor.

9.3 Any excess expenditure incurred or to be incurred by BIT in completing the works or part of the works or the excess loss or damages suffered or may be suffered by BIT as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BIT 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 30 days.

9.4 If the contractor shall fail 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 from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract and law.

9.5 Any sums in excess of the amounts due to BIT and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by BIT 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.

9.6 In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by 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.

9.7 Provided further that if any of the recoveries to be made, while taking action as above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the BIT exceeds the security deposit so forfeited.

10 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 9

In any case in which any of the powers conferred upon the Engineer-in-Charge by relevant clause 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.

11 SUSPENSION OF WORKS

11.1 The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

- i. On account of any default on part of the contractor, or
- ii. For proper execution of the works or part thereof for reason other than the default of the contractor, or
- iii. 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.

11.2 If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above:

- i. The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25% for completion period. No adjustment in contract price will be allowed for reasons of such suspension.
- ii. If such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.
- iii. In the event of the Contractor treating the suspension as an abandonment of the Contract by BIT, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full.

12 FORECLOSURE OF CONTRACT

BIT at any point of time can abandon/reduce scope of work by issuing a notice to the contractor and contractor shall act accordingly. The contractor has no claim for payment of compensation other than those mentioned below:-

- a. The expenditure incurred by the contractor on preliminary works.
- b. Full amount for works executed up to the date of abandonment.
- c. Materials brought out to be delivered at site, which the contractor is legally liable to pay, for the purpose of works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials.
- d. Transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

13 TERMINATION OF CONTRACT

The contract shall also stand terminated under any of the following circumstances:

- a. If the contractor being an individual in case of proprietary concern or in the case of a partnership firm, any of the partners declared insolvent as per provisions of Insolvency Act.
- b. In case of contractor being a company, its affairs are under Liquidation either by a resolution passed by the contractor's company or by an order of court.
- c. On the death of the contractor.
- d. If the contractor shall suffer an execution being levied on his / their goods, estates and allowed it to be continued for a period of 21 days.

14 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

14.1 The time allowed for execution of the Works as specified in the Work Award 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 Work Award or the date on which the Engineer-in-Charge issues written orders to commence the work.

14.2 Within 10 (Ten) days of Letter of Award, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time stipulated in the Contract documents. **This approved Network/ PERT Chart shall form a part of the agreement.** Achievement of milestones as well as total completion has to be within the time period allowed.

14.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/PERT Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.

14.4 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 or 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 responsibility of BIT; or
- vii) Non-availability or break down of tools and plant to be supplied or supplied by BIT; or
- viii) Any other cause which, in the absolute discretion of BIT, 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 within 07 days but shall nevertheless use constantly his best endeavour 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.

14.4 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case BIT may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within a reasonable time from the receipt of such request. Non application 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 the extension of time so given by the Engineer-in-Charge shall be binding on the contractor.

15 TAXES AND DUTIES

15.1 Except as otherwise specifically provided in the contract, the contractor shall be liable and responsible for the payment, of all taxes, such as Goods & Services Tax, excise duty, custom duty, sales tax, Value Added Tax including the purchase tax, consignment tax, work contract tax, service tax, entry tax or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) which may be specified by local/state/ central government from time to time on all material articles / contract job including labour which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all taxes, duties, levies etc.

15.2 The imposition of any new and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax) 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/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of Engineering-in-Charge attributable to delay in execution of work within the control of contractor. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineering-in-charge that the same is

given pursuant to this condition, together with all necessary information relating thereto. In the event of non payment/default in payment of any of the above taxes, BIT reserves the right to with-hold the dues/payments of contractor and make payment to local/state/Central Government authorities or to labourers as may be applicable.

15.3 The rate quoted by the contractor shall be deemed to be inclusive of all taxes. Tax deductions at source shall be made as per laws prevalent in the State as applicable for the work.

15.4 The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the state of work.

15.5 in the event of decrease / relaxation and / or waiver of any of the existing / prevailing tax(es), duties, levies, cess by Central / state Govt. Or any other statutory body(ies), after the last stipulated date for the receipt of tender including extension (if any), and the contractor thereupon has been paid or has raised claims of such tax(es), duties, levies, cess; such sums shall be recovered / deducted (from claims raised but which has not been paid) effective from the date as reckoned in the relevant statutory order / law / ordinance etc. The contractor, shall, within a period of 30 days of any such waiver/relaxation/decrease in tax(es), duties, levies, cess, give a written notice thereof to Engineer-in-charge stating the statutory change with documentary proof thereto. Provided always that Engineer-in-charge shall have full powers to effect recovery/deduction on account of any such statutory change even if contractor has not intimated in the event when any such statutory action comes to his notice.

16 INCOME TAX DEDUCTION (TDS)

Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

17 INSURANCE (CONTRACTOR ALL RISK POLICY)

- a. The contractor is responsible for loss or damage to the work and shall at his own cost repair and make good the loss/damage to the work.
- b. The contractor/contractors shall take following insurance policies during the full contract period at his own cost:
 1. The policy shall cover for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of BIT Mesra and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor
 2. All insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments for the purpose of rebuilding or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by

- the contractor to the Engineer-in-Charge for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of Engineer-in-Charge.
3. The contractor shall at all times during the tenure of the contract indemnify BIT Mesra against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
 - c. The contractor shall ensure that the insurance policy are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of BIT Mesra and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
 - d. In the event of contractor's failure to keep in force the insurance which the contractor is required to effect under the terms of the contract, BIT Mesra may effect and keep in force any such insurance and pay such premium/premiums as may be necessary and recover the amount thus paid from any moneys due to the contractor.

18 PAYMENTS

All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by BIT and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the BIT under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise BIT's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor. Each Running Bills should be accompanied by two sets of at least 20 (twenty) photographs as per direction of Engineer-in-charge taken from various points depicting status of work as on Report/ Bill date and Monthly Progress Report for the concerned month in the pro-forma to be given/ approved by Engineer-in-Charge. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Engineer-in-Charge. No payment of running account bill shall be released unless it is accompanied by photographs and Monthly Progress Report as above.

19 MATERIALS AND SAMPLES

19.1 The contractor shall, at his own expense, provide all materials, required for the works. 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 the same 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 contractor shall at his risk and cost, submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.

19.2 The materials/products used on the works shall be one of the approved make/ brands out of list of manufacturers / brands /makes given in the tender documents. The contractor shall submit samples/ specimens out of approved makes of materials/ products to the Engineer-in-Charge for prior approval. In exceptional circumstances Engineer-in-Charge may allow alternate equivalent makes/brands of products/ materials at his sole discretion. The final choice of brand / make shall remain with the Engineer-in-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor. In case single brand/make are mentioned, other equivalent makes/ brands may be considered by the Engineer-in-Charge.

19.3 The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge.

20 MOBILIZATION OF MEN, MATERIALS AND MACHINERY

20.1 The contractor shall provide at his own cost all materials, machinery, tools & plants as require for completion of work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted.

20.2 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

20.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

21 SAFETY

Precaution should be exercised at all times by the contractor for the protection of persons and equipment. The safety required and recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor. In case of accidents, the contractor shall be bound for compliance with all the requirements imposed by the Workmen Compensation Act or any other similar law in force & the contractor shall indemnify BIT Mesra against any claim on this account.

22 HINDRANCE REGISTER

22.1 A Hindrance register shall be maintained by both department and the contractor at site to record the various hindrances, encountered during the course of execution.

22.2 Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the Engineer-in-Charge and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

23 MEASUREMENTS OF WORKS

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

23.2 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 from time to time 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.

23.3 All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the **Computerized Measurement Book** as per the format of BIT so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to CLIENT a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly numbered and bound, after getting the earlier MB cancelled by the

CLIENT. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the CLIENT.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages numbered along with two spare copies of the "bill.

23.4 It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

24 COMPLETION CERTIFICATE

24.1 Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty 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 reduced rates, shall be issued.

24.1.1 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 the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge.

24.2 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 of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials / debris / malba etc.

24.3 -DELETED.

24.4 -DELETED.

25 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period **SEVEN YEARS** from the date of taking over of the works by BIT whichever is later. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by BIT at the cost and expense of the contractor.

26 RESTRICTION ON SUBLETTING

26.1 The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract. The provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

26.2 The contractor may entrust specialist items of works like MEP services, HVAC, Lifts, Building Management System, Water Proofing, and Data & Communication networking, interiors, landscaping etc. to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of CLIENT. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency. Further, prior written approval is required from CLIENT to deploy such agency / sub-contractor.

27 FORCE MAJEURE

Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. In the event of foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.

28 NO COMPENSATION CLAUSE

The contractor shall have no claim whatsoever for compensation or idle charges against BIT on any ground or for any reason, whatsoever.

29 WORK IN MONSOON AND RAIN, SUNDAYS, HOLIDAYS AND DURING NIGHT

29.1 The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in

monsoon. The contractors' rate shall be considered inclusive of cost of dewatering due to rains required if any and no extra rate shall be payable on this account. The stipulated period for completion of project includes the monsoon period, holidays & festivals.

29.2 For carrying out work on Sunday and Holidays or during night, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain his permission. The Engineer-in-Charge at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If work demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the approval of Engineer-in-Charge at no extra cost to BIT.

30 WATER AND ELECTRICITY

Water and electrical supply will be provided free of cost by the institute. But in the case of major break down, the vendor has to arrange his own Gen Set.

31 WATCH, WARD AND LIGHTING OF WORK PLACE

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, OBSTRUCTIONS, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge.

32 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the CLIENT. In case any Extra/Substituted item is carried out without specific-approval, the same will not be paid.

33 *-Not applicable to this contract.*

34 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

34.1 **Labour License:** The contractor shall obtain a valid license under the contract labour (Regulation & Abolition) Act 1970 and the contract labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also adhere by the provision of the child labour (Prohibition and Regulation) Act. 1986 and as amended from time to time.

34.2 **BOCW:** The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

34.3 Any failure to fulfill above requirement shall attract the penal provisions of this contract arising out the resultant for non execution of the work before the commencement of work. No labour below the age of 18 years shall be employed on the work.

34.4 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 Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (Regulation & Abolition) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

34.5 The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified BIT against effect or non observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labour laws. If BIT or the client/ owner is held liable as "Principal Employer" to pay contributions etc. under legislation of Government or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to BIT and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

34.6 **EPF:** The Contractor shall submit proof of having valid EPF registration certificate. He shall within 7 days of the close of every month, submit to BIT a statement showing the recoveries of contributions in respect of each employee employed by or through him and shall furnish to BIT such information as the BIT is required to furnish under the provisions of para 36 B of the EPF scheme 1952 to the EPF authorities and other information required by EPFO authorities from time to time. He shall also submit a copy of challan every month in token of proof of having deposited the subscription and contribution of workers engaged on the project.

34.6.1 **In case, the contractor is not complying the above provision BIT shall withhold payment to the extent of 4.70% (Four point Seven Zero percent) of the value of the Running Account bill and shall release only after the submission of above mentioned details. If it is incumbent upon BIT to deposit withhold amount with EPF authorities, the withhold amount shall be deposited by BIT with EPF authorities. In such a case BIT shall not refund this withheld amount to the contractor even after the production of EPF registration certificate.**

35 LABOUR RECORDS

The contractor shall submit by the 4th & 19th of every month to the Engineer-in-Charge of BIT a true statement, showing in respect of the second half of the preceding month and the first half of the current month, respectively, of the following data:

- a) The number of the labour employed by him (category-wise).
- b) Their working hours.
- c) The wages paid to them.
- d) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.

- e) The number of female workers who have been allowed Maternity Benefits and the amount paid to them.
- f) Any other information required by Engineer-in-Charge

Failing which the contractor shall be liable to pay to BIT, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the BIT shall be final in deducting from any bill due to the contractor; the amount levied as fine and is binding on the contractor.

36 LABOUR CESS

36.1 The rates of the contractor shall be inclusive of labour cess. BIT MESRA shall make a recovery @ 1% on account of labour cess from each RA bill of the contractor and labour cess so recovered/deducted shall be deposited with the Labour Board of the concerned state. In case the Labour Board is not established in the state, recovery made by BIT MESRA on account of labour cess shall be retained under suspense account and will be deposited with the Labour Board at a later date as & when the Labour Board is constituted in the state.

36.2 The contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form as may be prescribed by the competent authority & the same shall be kept open at all reasonable times for inspection of relevant authority and officials of client / BIT MESRA.

36.3 The contractor shall be further responsible for maintaining such register & records; giving such particulars of Building workers employed by him, the work performed by them, the number of hours of work which shall constitute a normal working day, the wages paid to them, the receipts given by them and, such other particulars in such form as may be prescribed by the authority or BIT MESRA.

36.4 In the event of contractor failing to comply with the above clause(s) in part or in full, BIT MESRA, without prejudice to any other rights or remedy available under law or any other clause(s) of contract, shall be at absolute liberty to forfeit any sum or sums that are payable or could become payable on account of execution of contract work and decision of Engineer-in-charge shall be final & binding in this regard on the contractor.

37 INSOLVENCY

The competent authority of BIT Mesra may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have

accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

38 CURRENCIES OF BID AND PAYMENTS

The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

39 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Ranchi and the decision of the arbitrator shall be final and binding on the parties.

40 JURISDICTION

The agreement shall be executed at **RANCHI** on non-judicial stamp paper purchased in **RANCHI** and the courts in **RANCHI** alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

SECTION-5

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. These special conditions are meant to amplify the general specifications and general conditions of contract.
2. **MANUFACTURER AUTHORIZATION FORM (MAF): Bidder/Applicator must obtain and submit Manufacturer Authorization Form from the respective manufacturer specific to this Tender, for carrying out the Works.**
3. **WARRANTY: Manufacturer Waterproofing Warrantee for minimum 7 Years.**
4. **GUARANTEE BOND: The bidder / applicator shall submit Guarantee Bond that the roof treatment works performed under this tender shall remain water proof and free of any defects and leakages for a period of 7 years from the date of completion of the project**
5. Water and Electricity will be provided free of cost by the Institute. But in the case of major break down, the vendor has to arrange his own Gen Set.

6. PERFORMANCE SECURITY

The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any scheduled banks, a sum equivalent to 5% of the accepted contract value in favour of BIT Mesra, payable at Ranchi. Performance guarantee shall be returned without any interest after successful completion / testing /commissioning and handing over the project to the client up to the entire satisfaction of BIT / Client.

7. RETENTION MONEY

The Security deposit or the retention money shall be deducted from each running bill of the contractor **@ 10% (five per cent only)** of the gross value of the Running Account bill. The Security Deposit shall be released / refunded in the following manner:

- a) 1 year after successful completion / testing /commissioning and handing over the project - 50% of the Retention Money;
 - b) Remaining to be released in 5 equal annual installments.
8. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
 9. The contractor shall give a performance test of the entire installation (s) as per standard specifications and/or as directed by the Engineer and will also submit Test Certificates as are required by Municipal / Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities, which shall be reimbursed on production of receipts.
 10. All the activities related to project shall be properly correlated before executing any work. However in case of any discrepancy, it will be the responsibility of contractor to sort out the matter in consultation with the Engineer in charge of the work. The decision of the Engineer in such cases will be final.
 11. MATERIALS OBTAINED FROM DISMANTLEMENT: The contractors in course of their work should understand that all materials (e.g. stone and other materials) obtained in the work of dismantling,

excavation etc. will be considered BIT Mesra's property and may be issued to the contractor if required for use in this work at rates approved by the Employer.

12. SCOPE OF WORK

WORK TO BE CARRIED OUT IN FOLLOWING AREAS OF BIT MESRA: (1) Hostel Nos.1-4; (2) E-Type Quarters (17 Blocks); (3) Main Institute Building; (4) Space Engg & Rocketry.

Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following: -

- a. Making temporary ladders with bamboo / ballahs for accessing the roofs of all the buildings from the 2nd floor stair landing and to provide external temporary scaffolding with lifting arrangement (by pulley etc) for lifting of materials, if required . This item shall not be separately payable and the quoted rate shall be deemed to be inclusive of the same.
- b. Cleaning and sweeping the roof surface of all the buildings, taking out damaged tarfelt from the roof area including cleaning the exposed surface properly as specified in the BOQ.
- c. All other appurtenant works, additional or varied works which may thereafter be required for successful execution of the work.
- d. All other works as described and set forth in Bill of Quantities, Special Conditions of Special Conditions of Contract, Technical Specification of works, Specification for materials & workmanship and as per direction and up to satisfaction of the Engineer.
- e. Provide all materials, supervision, services, scaffolding, shoring, strutting, form work, reinforcements, vibrators, other tools and plants, transportation, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.
- f. To exercise rigid quality control in execution of the work and to carry out sampling, testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done.
- g. The contractor shall carry out the work in such a way so that normal day to day activities are not affected for which no such extra payment will be allowed.

PART – III

(To be submitted in a separate envelope)

SECTION-6

PRICE BID

The Tender: Price Bid

(To be completed by the contractor)

Description of the works: **Roof Treatment of Residential and Non-Residential Buildings (Roof Waterproofing), BIT MESRA**

Ref: Tender No. GPE00075 Dated 19th September 2018

To:

Date : _____

Birla Institute of Technology,
Mesra, Ranchi

Subject: Roof Treatment of Residential and Non-Residential Buildings (Roof Waterproofing).

Reference: Letter No. _____ dated _____ from _____

Sir,

We offer to execute the works described in your letter referred to above in accordance with the Conditions of contract enclosed therewith at a total contract price of (Including all duties & taxes)

Rs. ** _____ (In figures)

Rs. _____ (In words)

This tender and your written acceptance of it shall constitute a binding contract between us. We understand & accept that you are not bound to accept the lowest tender you receive.

We hereby confirm that this tender is valid for 120 days.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory : _____

Address: _____

BIRLA INSTITUTE OF TECHNOLOGY

BILLOFQTY.FOR ROOF WATER PROOFING TREATMENT

(AT-MESRA,RANCHI)

ALL MATERIALS TO BE APPROVED BY THE ENGINEER-IN-CHARGE, BIT MESRA

SI	PARTICULARS	QTY	UNIT	RATE	TOTAL (in INR)
1	<p><u>Roof water proofing treatment by using APP MODIFIED BITUMEN BASED MEMBRANES for waterproofing</u></p> <p>A. SURFACE PREPARATION</p> <p>1. Removal of existing treatment: Removal of the existing APP Membrane treatment. The bitumen present at site to be removed to the extent possible.</p> <p>2. Screed Repair: The portion of screed concrete wherever found in unsound condition is to be removed. The removed portion should then be repaired with concrete (prepared at 1:2:4 ratio) after applying bonding agent -Pidicrete URP-Super Latex/ Berger Home Shield – Advance Latex Plus / Asian Smart Care Repair Polymer- SBR Latex/ Fosroc-Nitobond – SBR Latex/ OR EQUIVALENT to in Sika / BASF - slurry coating. (As per site requirement)</p> <p>3. Cracks Repairing: All surfaces to be waterproofed should be sound, clean and dry and free of any laitance, grease and oil, dirt and other loose materials. The prepared surface should be dry and free of dust, oil and other contaminants. All protrusions to be removed to level the surface. Algae and fungi must be removed. After treatment leave for 2-3 hrs and then wash down thoroughly with clean water and allow to dry completely. Repairing of Crack by 'U' groove cutting and filling with polymer mortar by using -Pidicrete URP-Super Latex/ Berger Home Shield – Advance Latex Plus,/ Asian Smart Care Repair Polymer- SBR Latex/ Fosroc-Nitobond – SBR Latex/ OR EQUIVALENT to in Sika / BASF and cement as per the manufacture specification.</p> <p>4. Pedestals: All the fixtures like solar panel; water tank etc. should be mounted over the pedestals. This pedestals should be created using b/w. (As per site requirement)</p> <p>5. Fillet/ Watta Preparation: All around on the roof, at the parapet wall junction, an angular fillet of 150 mm X 150 mm shall be trowel applied in cement-sand mortar in 1 : 3 proportion. Curing of the angle fillet shall be done as per regular concrete curing practices, by means of regularly wetting a hessian cloth. (As per site requirement)</p> <p>6. Priming: Priming shall be carried out using Dr. FixitTorch shield Primer / Berger Home Shield – Proshield Primer /</p>	272779	SFT		

	<p>Asian Smart Care Bitumen Primer or equivalent oil based primer Sika / BASF as per the specifications.</p> <p>B. APPLICATION</p> <p>1. APP MODIFIED BITMEN BASED MEMBRANES FOR WATERPROOFING: Providing and laying APP Membrane with per fabricated in 5 layer, 3 mm thick Reinforced using Non-woven polyester, Dr. Fixit Torch shield AP 3160/ Berger Home Shield – Proshield P/ Asian Smart Care WM APP 3MM PY/ Fosroc/ BASF/ Sika. They are applied by torch-on using a standard roofer's torch. The membranes should be heated carefully ensuring the PE film on the underside is completely removed as work proceeds and to ensure adequate adhesion to the substrate. All overlap joints should be properly sealed, during application ensuring that a continuous 5 mm bead of bitumen is extruded from all laps. Side laps must follow the manufactured mineral free selvedge. In any case overlaps should be of minimum 100mm.</p> <p>2. Specification -- The Membrane should attain following parameters:</p> <ul style="list-style-type: none"> • Roll size - 10 M X 1 (±1%) as per M EN-1848 • Thickness 3 mm ± 5% UEAtc M.O.A.T.30 • Carrier (gms /m²) - 160 gms /m² - Polyester as per UEAtc M.O.A.T.30 • Elongation at break L - 30 ± 15 T - 60 ± 20 as per EN-12311-1 • Tensile Strength (N/5cm) L - 700 ± 150 T - 450 ± 90 as per EN-12311-1 • Tear Strength - 300 ± 50 T - 250 ± 50 as per ASTM D-5147 • Cold Flexibility (Up to -2°C) No Crack as per EN – 1109 • Softening Point (°C) ≥ 150 as per EN – 1110 • Water absorption 0.15 as per D 5147 • Water Impermeability Impermeable EN-1928 • Lap Joint Strength (N/5cm) L - 700 ± 150 T - 450 ± 90 as per EN-12311-1 <p>c. FINISHING</p> <p>Termination of membrane: Aluminum flashing has to be mechanically anchored with the parapet walls at the termination point of the membrane. The edge of the flashing has to be then sealed using Polysulphide Sealant Pidiseal PS 43 Grey /Or Equivalent To In Fosroc/Asian Smart Care HYPUS Grey/ BASF/Sika -ensure complete water tightness.</p>				
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II	<p><u>TREATMENT OF EXPANSION JOINT</u></p> <p>A. SURFACE PREPARATION</p> <p>1. Removal of existing treatment: Removal of all dust, dirt, laitance over the substrate, re-profiling of broken edges by polymer modified mortar using Dr. Fixit Pidicrete URP / using Berger Home Shield – Advance Latex Plus/ Asian Smart Care Repair Polymer- SBR Late or equivalent to in Fosroc/ BASF/ Sika.</p> <p>B. APPLICATION</p> <p>1. Supplying & installation compressible backer rod as a filler material for expansion joint. (40 mm Wide Joint)</p> <p>2. Supplying & application of Dr. Fixit Flex shield Membrane/ Asian Smart Care WM EPDM RM/ or Equivalent In Fosroc/BASF/Sika over the Expansion joint. The membrane must be adhered to both the side of the expansion joint by means of Flex shield Adhesive / equivalent. The product must have following properties: Tensile Strength: 9 N/mm² as per ASTM D 412, Elongation at break Min 300% as per ASTM D 412.</p> <p>3. Supply & installation of Aluminum flashing one side fixed & other side slanted to protect the membrane from mechanical damages. The side of plate must be sealed with suitable PU/ Silicone sealant/ Smart Care HYPUS/ Smart Care Unyverseal Silicone sealant..</p>	448	RFT		
TOTAL					
ADD: GST @ _____%					
ADD: BOCW @ _____%					
GRAND TOTAL INCLUDING ALL TAXES					

Total Contract value: -- Rs. _____/-

(In words: Rupees _____) Inclusive of all Taxes and duties.

SECTION-7

STANDARD FORMATS

**BIRLA INSTITUTE OF TECHNOLOGY
MESRA, RANCHI**

Letter No. _____

Date: _____

To,

M/s

Add:

Ph:

Email:

Kind Attn.:

Subject :Letter of Acceptance Cum Notice to Proceed with Roof Treatment of Residential And Non-Residential Buildings (Roof Waterproofing).

References :

1. Your Techno commercial Bid submission dated _____ bearing reference to BIT Tender No. _____ dated _____.
- 2.

Dear Sir,

With reference to your offer, for the above mentioned subject and referred set of correspondences, we are glad to issue this letter of acceptance and notice for commencement of works for the price to be undertaken, as per following clauses:

1. **Contract Documents** : Unless and until a formed contract (as agreed by BIT Mesra, Ranchi, and the contractor) is prepared and executed , the following documents will constitute a binding contractor between the parties :
 - I) Invitation of Bids ;
 - II) Instructions to the Bidders ;
 - III) General condition of the contract including any Amendment /addenda / Corrigenda there to ;
 - IV) The Bid submitted by the bidder including all its attachments and the bill of quantities ;
 - V) Technical specifications and Drawings , including any Amendment / Errata thereto:
 - VI) Agreed Quality Assurance and safety plan;
 - VII) Letter of Acceptance (LOA) along with its Annexure.
2. **Scope of Work**: The scope of work shall be **Roof Treatment of Residential And Non-Residential Buildings (Roof Waterproofing) at BIT Mesra**, which shall include all labor, material, tools, equipments and transport which may be required in transportation, entire execution and completion of the Project.

3. **Contract Price:** The estimate cost of the works for the project is INR Rs. _____/- (Rupees _____) including all the taxes.
4. **Time Schedule:** The date for the commencement of work shall be _____ and the works were to be completed within _____ from the date of commencement.
5. **Terms of Payment:** Only one bill shall be prepared every _____ month which shall be based on the joint measurement by the contractor or his representative and the representative of BIT Mesra, Ranchi.
6. **Contract Performance Guarantee:** The contract performances security / guarantee shall be 5% of the contract value and due contracts, after approval of draft guarantee bond by the owner / client shall arrange to submit the bank guarantee within 15 days of acceptance of LOA.
7. **WARRANTY:** 7 Years; both for material and application.
8. **Remedying Defects:** The contractor shall make good all damages to the works or any thereof, if the damages are attributable to the contracts. This will be applicable from the date of commencement to the end of Defect Liability period. The defect rectification will be at the cost of the contractor.
9. **Work Progress:** Upon acceptance of this LOA, the engineer in charge /clients shall together with contractor, agree upon a work schedule for the execution of the project and the progress of the contract will be based on the terms of agreed schedule.

All the terms and conditions shall be as per bidding document and subsequent amendments/ clarifications issued by the client.

If any of the provisions contained in this LOA are in conflict with the provisions of Bidding documents, then the provisions of this LOA will supersede and prevail. Similarly on signing of the contract, the provisions of the contract shall supersede and prevail the provisions of this LOA.

Please return two originals (duly signed and stamped) by an authorized signatory as a token of acknowledgment and acceptance of this LOA.

For M/s _____.

For Birla Institute of Technology, Mesra, Ranchi.

NAME :

DESIGNATION:

(Authorised Signatory)

PERFORMANCE BANK GUARANTEE

Dated [*]

To
BIT

Subject: Performance Bank Guarantee

This PERFORMANCE BANK GUARANTEE (hereinafter the "**Guarantee**") is made at [] on the [.] day of [*] 2018

WHEREAS

- A. [****], a company incorporated under the Companies Act, 1956 having its registered office at [•] (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) has entered into an Contractor Services Agreement dated [•] (hereinafter such agreement, as amended and supplemented, referred to as the "Agreement") with Birla Institute of Technology, Mesra, Ranchi (hereinafter referred to as "BIT", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) for undertaking the project management in coordination with BIT.
- B. As per the terms and conditions of the Agreement, the Contractor is obliged to furnish to BIT an irrevocable, unconditional and automatic revolving bank guarantee from a scheduled commercial bank in India, of a value and validity as set forth hereunder.
- C. [•] having its registered office at [•] and a branch office at [], India, (hereinafter referred to as the "**Bank**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule commercial bank in India, has at the request of the Contractor, agreed to issue this performance bank guarantee, in accordance with the terms and conditions set forth hereunder, in favour of BIT.

NOW THEREFORE, the Bank hereby undertakes the pecuniary responsibility of the Contractor to BIT for the due performance of the Agreement and hereby issues in favour of BIT this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "**Guarantee**") on behalf of the Contractor.

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to BIT without any demur, reservation, caveat, protest or recourse immediately on receipt of first written demand from BIT, a sum or sums (by way of one or more claims) without BIT needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between BIT and the Contractor in respect of the performance of the Agreement or moneys payable by the Contractor to BIT or any matter whatsoever.

2. The Bank acknowledges that this Guarantee may be invoked more than once and each one of such demands by BIT of the amounts payable by the Bank to BIT shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to BIT.
3. The Bank hereby waives the necessity for BIT from demanding the aforesaid amount or any part thereof from the Contractor and also waives any right that the Bank may have of first requiring BIT to pursue its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with BIT that BIT shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:
 - (i) vary and/or modify any of the terms and conditions of the Agreement,
 - (ii) extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement, or
 - (iii) forbear or enforce any of the rights exercisable by BIT against the Contractor under the terms and conditions of the Agreement.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of BIT or any indulgence by BIT to the Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Agreement. The Bank's obligations shall not be reduced by the failure by BIT to timely pay or perform any of its obligations under the Agreement.
6. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions whatsoever and by whom ever imposed.
7. This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any Affiliate of the Contractor or any other circumstances whatsoever.
8. This Guarantee shall have a minimum validity of at least twelve (12) months and shall be rolled over and renewed at least three (3) months prior to its expiry so as to keep it valid until one year following the expiry or early termination of the Agreement, whichever is earlier. Provided however that in the event the Bank does not renew the Guarantee three (3) months prior to its expiry in the manner provided above, BIT shall, irrespective of due performance of other terms of the Agreement by the Contractor, have the right to encash the entire amount of the Guarantee in one or more demands: This Guarantee shall remain valid and subsisting until released by BIT in writing.
9. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by BIT to secure the performance of the obligations of the Contractor under the Agreement.

10. The Bank agrees that BIT at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Contractor or any other security/ guarantee that BIT may have.
11. The quantum of the Guarantee shall be Rs. [*]/- (Rupees [*]) during the first five (5) years after the EffectiveDate of the Agreement (such amount being the "**Full Amount**" of the Guarantee). In the event any portion of the Guarantee is en-cashed pursuant hereto, then immediately following such encashment, the Bank shall replenish the Guarantee to its Full Amount. In the event the Guarantee is not replenished to its Full Amount within three (3) months of its encashment in any part, BIT shall have the right to en-cash the entire Guarantee.
12. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of **Ranchi**.
13. Capitalised terms not otherwise defined herein shall have their respective meanings given to such terms as set forth in the Agreement.
14. The Bank has power and authority to validly to execute and issue this Guarantee and the undersigned is duly authorised to execute and deliver this Guarantee pursuant to the power granted under _____ and its obligations under this Guarantee will be legally valid and binding and enforceable against the Bank.
15. Notices.

Any demand certificate, notice or any other communication under this Guarantee shall be (i) in writing and (ii) faxed or sent by person, or overnight courier at the following addresses:

**REGISTRAR
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) – INDIA**

if sent by fax, when sent (with the correct answerback), (ii) if sent by person, when delivered, (iii) if sent by courier one (1) Business Day after deposit with an overnight courier, and (iv) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

All such Demand Certificates, notices and communications shall be effective (i) if sent by fax, when sent (with the correct answerback), (ii) if sent by person, when delivered, (iii) if sent by courier one (1) Business Day after deposit with an overnight courier, and (iv) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on

this , day of 2017.

In presence of (1)

(2)

AGREEMENT FORM

This agreement made this day of (Month) (Year), between the **BIRLA INSTITUTE OF TECHNOLOGY MESRA, RANCHI**, established in 1955, a premier technical institute and deemed University, having its Registered Office at Mesra, Ranchi – 835 215 (hereinafter referred to as the “BIT MESRA” which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s(NAME OF CONTRACTOR)** (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, BIT MESRA (hereinafter referred to as “OWNER”), desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the “PROJECT”), had invited tenders as per Tender documents vide NIT No. _____.

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred tender vide their tender dated _____ and BIT MESRA has accepted their aforesaid tender and awarded the contract for **(NAME OF PROJECT)** on the terms and conditions contained in its Letter of Acceptance No. _____ and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptance letter dated _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

BIT MESRA has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its letter of Acceptance No. _____ dated _____ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of Acceptance. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

a) BIT MESRA Notice Inviting Tender vide No. _____ date _____ and BIT MESRA’s tender documents consisting of:

- VIII) Invitation of Bids ;
- IX) Instructions to the Bidders ;
- X) General condition of the contract including any Amendment /addenda / Corrigenda there to ;
- XI) The Bid submitted by the bidder including all its attachments and the bill of quantities ;
- XII) Technical specifications and Drawings , including any Amendment / Errata thereto:

b) **(NAME OF CONTRACTOR)** letter proposal dated _____ and their subsequent communication:

- i) Letter of Acceptance of Tender Conditions dated _____
- ii) _____
- iii) _____

2.2 BIT MESRA's detailed Letter of Acceptance No. _____ dated ____ including Bill of Quantities, agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor.

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by BIT MESRA in its Letter of Acceptance. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by BIT MESRA in its Letter of Acceptance, shall be deemed to have been withdrawn by the Contractor without any cost implication to BIT MESRA. For the sake of brevity, this Agreement alongwith its aforesaid contract documents and Letter of Acceptance shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in BIT MESRA's Letter of Acceptance No. _____ dated ____ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Acceptance.

3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Acceptance.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total contract price for the entire scope of this contract as detailed in Letter of Acceptance is Rs. _____ (Rupees _____ only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

4.1 Neither the inspection by BIT MESRA or the Engineer-in-Charge or any of their officials, employees or agents nor order by BIT MESRA or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by BIT MESRA or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate aswaiver of any provisions of the contract, or of any power herein reserved to BIT MESRA, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Ranchi Court (s) only.

5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein below:

**REGISTRAR
BIRLA INSTITUTE OF TECHNOLOGY, MESRA
RANCHI-835 215 (JHARKHAND) – INDIA**

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at Ranchi.

For and on behalf of:

For and on behalf of:

(NAME OF CONTRACTOR)

(Birla Institute of Technology, Mesra)

WITNESS:

1.

WITNESS:

1.

**GUARANTEE BOND FOR WATER PROOFING WORKS
(On Rs.100.00 Stamp Paper)**

To,

The In-Charge,
Planning & Development Department
Birla Institute of Technology,
Mesra, Ranchi – 835215.

Name of Work : Roof Treatment of Residential and Non-Residential Buildings (Roof Waterproofing) At BIT Mesra. Ref: BIT Tender No.GPE00075 dt. 19th July 2018.

1. We certify that the waterproofing materials and method of installation comply with manufacturers specifications. Thus the works carry a ____ year warranty.
2. We hereby guarantee that the roof treatment works performed under this tender shall remain water proof and free of any defects and leakages for a period of ____ years form the date of completion of the project as certified by the Engineer-in-Charge, BIT Mesra.
3. If any defect(s) are noticed in the water proofing work treatment in the above case due to bad workmanship or due to deviation from specifications, we will rectify the same free of cost at BIT Mesra at any time during the above guarantee period.
4. The question of whether the work is defective as aforesaid shall be decided by the Engineer-in-Charge, BIT Mesra of the said work, and the decision of Engineer-in-Charge, BIT Mesra shall be final conclusive and binding on the contractor. The defect will be rectified free of cost, except if:
 - a. The work is not subject to any undue pressure and tension due to abnormal conditions such as, earthquake or bombardment or natural catastrophe etc.
 - b. On account of the water proofing being tampered with or punctured under any circumstances.
 - c. The RCC base on which water proofing work etc. is done remain safe and does not develop any cracks or gives way or sinks during the guarantee period.
5. In case we are unable/decline or neglect to remedy the defect noticed during the ____ years of guarantee period as stated above, the BIT will rectify these through any other competent contractor and recover (including interest) from us all expenses for doing the job.
6. All disputes arising out of or in any way connected with these be decided to have arisen in Ranchi and only the Courts in Ranchi shall have jurisdiction to determine the same.
7. Terms of this contract, have been read and fully understood by us.
8. 10% of the amount of awarded value shall be retained from the contractor's bills. The amount shall be released stage-wise: 1 year after successful completion / testing /commissioning and handing over the project - 50% of Retention Money; and remaining in 5 equal installments annually.

Yours faithfully,
Authorized Signatory

Name & Title of Signatory: _____
Address: _____