

NOTICE INVITING OFFERS

BIRLA INSTITUTE OF TECHNOLOGY,
MESRA, RANCHI

FOR

CIVIL CONSTRUCTION WORK OF NEW CIF BUILDING AT BIT
MESRA

Tender Date: 01.09.2026

Last date for submission of bids: 14/09/2026, before 3 pm

Duration of the Work: Within 12 Months

Office of: The Registrar
Birla Institute of Technology
Mesra, Ranchi -835 215

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बिरला प्रौद्योगिकी संस्थान

BIRLA INSTITUTE OF TECHNOLOGY

(वि० अनु० आ० अधिनियम १९५६ की धारा ३ के तहत मानित विश्वविद्यालय || A Deemed to be University u/s 3 of UGC Act, 1956)
मेसरा, राँची ८३५२१५ (भारत) || MESRA, RANCHI 835 215 (INDIA)

PABX: +91 651 2275444/2275896, Extn: 4663, Fax: 0651 2275401, Email: ar.purchase1@bitmesra.ac.in
Website: www.bitmesra.ac.in

Ref No.: 25-26/G/PE/00181

Date: 01/09/2026

Invitation for Offers

BIT MESRA, established in 1955 by Mr. B M Birla, is a premier technical institute and Deemed to be 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.	CIVIL CONSTRUCTION WORK OF NEW CIF BUILDING AT BIT MESRA	12 Months	Rs. 13,00,000/-		Two....

- The address for submission of Quotations and for obtaining further information:
REGISTRAR
BIRLA INSTITUTE OF TECHNOLOGY, MESRA RANCHI-
835 215 (JHARKHAND) – INDIA
- 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 60 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
- The Schedule for Submission of Quotations is as follows:-

	Date	Time in hours (IST)	Submit to / Venue
Submission of Quotations	01/09/2026	Before 3 pm	Registrar Office, BIT MESRA
Opening of Quotations			

- 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.
- 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

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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 official website should furnish the Tender Document cost specified in NIT through Bank Draft/Pay Order from **any Nationalized (Indian) Bank** along with 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/herself/ 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 BIDDINGDOCUMENT.

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 or Proprietor**

1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of the 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 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.

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2 EARNEST MONEYDEPOSIT:

- 2.1 This bid should be accompanied by a Scanned Copy of the Earnest Money Deposit in e-Tender Website of Rs. 13,00,000/- in the form of Demand Draft of any scheduled bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Hardcopy of Demand Draft shall be in favor of BIT MESRA and payable at Ranchi should reach before Tender Closing.
- 2.2 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.
- 2.3 The bids without Earnest Money shall be summarily rejected.
- 2.4 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.
- 2.5 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.

3 VALIDITY OF BIDS

- 3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 3.2 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.
- 3.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

4 PREPARATION OF BIDS

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

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

- a. **Cost of Document: Rs. EMD: Rs. 13,00,000/-**
- 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 the 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. 25-26/G/PE/00181 Dtd: 01/09/2026 with the Name and address of the Bidder.

4.3 Technical Bid: PART II (if applicable) of the Bid; to be submitted in the 2nd sealed envelope, comprising of:

- a. 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.
- c. BOQ attached here is indicative and bidders are encouraged to prepare his own BOQ satisfying Fire safety norms as per NBC and Fire advisory issued by Fire department Government of Jharkhand.
- d. For the purpose drawings are attached and bidders are encouraged to visit the site at their own cost for preparing more realistic BOQ.
- e. It will be the responsibility of the bidder to get the system inspected by Fire official and get it cleared before their final payment.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as "Technical Bid for **25-26/G/PE/00181 Dtd: 01/09/2026** with the Name and address of the Bidder.

4.4 Technical Bid: 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 **25-26/G/PE/00181 Dtd: 01/09/2026** with the Name and address of the Bidder.

5 SUBMISSION OF BIDS vendor

- 5.1 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.
- 5.2 The Bid shall be submitted not later than **3:00 pm on 14/09/2026**, addressed to Registrar, Birla Institute of Technology, Mesra, Ranchi-835215.
- 5.3 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.

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- 5.4 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 CLARIFICATION ON TECHNICAL BID EVALUATION.
- 6.1 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.
- 6.2 The Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.
- 7 RIGHT OF ACCEPTANCE:
- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 BIT MESRA may terminate the Contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

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8 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'/ WORK ORDER

- 8.1 After determining the successful evaluated bidder, Client shall issue a Work Order/ 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/her.
- 8.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 8.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the manpower and other resources.

9 SIGNING OF CONTRACT AGREEMENT

- 9.1 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.
- 9.2 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.
- 9.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within a **Week** 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.
- 9.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

10 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 10.1 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.

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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)

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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 labour laws - Employees Provident Fund Organization, Employees State Insurance Corporation.
- iii. Clearance: The Bidder should also have enclosed 3 Years ITR.
- iv. **Annual Turnover: Ten Crore**
- v. Experience: The Bidder should have experience in the similar works 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 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. 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 Tenderer / Bidder shall submit the details as required in clause 2(vii) above in proforma at Form Annexure C&D.

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- vii. All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by the Bureau of Indian Standards up to 30 days before the date of opening the tender.
- viii. The contractor shall give a performance test of the entire installation (s) as per standard specifications and/or as directed by the In-charge CMC / Engineer I/cand 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.

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.
- 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 along with audit report for the completed three financial year i.e. **for 2023-24, 2024-25 and 2025-26.**
- 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. As provided by Bidder at Page_____.
- vii. As provided by Bidder at Page_____.
- viii. As provided by Bidder at Page_____.
- ix. As provided by Bidder at Page_____.

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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 MESRA Tender No. Tender No. **25-26/G/PE/00181 Dtd: 01/09/2026** 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 **25-26/G/PE/00181 Dtd: 01/09/2026** of 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 may be 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 any Government of India or any other Government/Private body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of a 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)

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BIDDER INFORMATION

1. Vendor ID (at BIT MESRA Site) :
2. Name of Tendering Firm / Agency :
(Attach certificate of registration)
3. Registration & incorporation particulars of the Firm /Agency
 - i. Private Limited
 - ii. Public Limited
 - iii. Any other – Please specify :
4. Name of Proprietor / Director(s) :
5. Full Address of Reg. Office (Local) :
- Telephone No. :
- E-Mail Address :
6. Full Address of Reg. Office (Corporate) :
- Telephone No. :
- E-Mail Address :
7. Bank of Firm / agency :
Current Account Number :
IFSC Code :
8. GST No. :
(Attach attested copy)
9. PAN No :
(Attach attested copy)
10. E.P.F. Registration No. :
(Attach attested copy)
11. E.S.I. Registration No :
(Attach attested copy)

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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 up to the preceding month of submission of bid. Any misrepresentation by the bidder will debar him/her for 2 years from BIT MESRA works.

Date:
Place:

Signature of authorized person

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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 Rs Lacs)	(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

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PART - II

(To be submitted in a separate envelope)

SECTION-4

GENERAL CONDITIONS OF CONTRACT (GCC)

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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 inter changeably.
CONTRACTOR	The word "Contractor" and the "Successful Bidder" has been used inter changeably.
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.
INCHARGE P & D	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 **3%** of the accepted contract value in favour of BIT MESRA, payable at Ranchi (if applicable).

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/ adjustment shall be made from RA Bill.

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

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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 MESRA/ 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 @ **7%** (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 up-to-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 In-charge CMC / Engineer I/c. The In-charge CMC / Engineer I/c, 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 MESRA 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.

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3 MOBILIZATION ADVANCE

3.1 If the Contract Value exceeds 50 Lakhs, Mobilization advances up to maximum of 10% of Contract Value shall be paid to the contractor, if requested by him/her, 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 instalments as follows:

- (i) First Instalment 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 instalment 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 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.

6 LIQUIDITY DAMAGES / COMPENSATION FOR DELAY

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6.1 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.

6.2 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.

6.3 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

6.4 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.

6.5 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. With-holding 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.

7 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

7.1 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 In-charge CMC / Engineer I/c and his authorized subordinates.

7.2 If it shall appear to the In-charge CMC / Engineer I/c or his authorized subordinates, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him/her 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 In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 7 of the

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contract (for non-completion of the work in time) for this default. In such case the In-charge CMC / Engineer I/c may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c to be conveyed in writing in respect of the same will be final and binding on the contractor.

8 CANCELLATION/DETERMINATION OF CONTRACT IN FULL OR PART

8.1 Subject to other provisions contained in this clause the In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c (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 In-charge CMC / Engineer I/c
; 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/her in that behalf by the In-charge CMC / Engineer I/c; or
- iv) If the contractor shall obtain a contract with BIT MESRA 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.

8.2 When the contractor has made himself/herself liable for action under any of the cases aforesaid, the In-charge CMC / Engineer I/c 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 MESRA because of action under this clause shall not exceed 10% of the tendered value of the work. The In-charge CMC / Engineer I/c shall have powers:

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- 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 In-charge CMC / Engineer I/c 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 MESRA 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 In-charge CMC / Engineer I/c shall be final and conclusive against the contractor and crediting him/her 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 In-charge CMC / Engineer I/c 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 MESRA 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 In-charge CMC / Engineer I/c may determine in his absolute discretion and get the same executed at the risk and cost of the contractor.

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

8.4 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the In-charge CMC / Engineer I/c 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.

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

8.6 In the event of anyone or more of the above courses being adopted by the In-charge CMC / Engineer I/c the contractor shall have no claim to compensation for any loss sustained by him/her 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 incase

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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 In-charge CMC / Engineer I/c 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.

8.7 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 MESRA exceeds the security deposit so forfeited.

9 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 In-charge CMC / Engineer I/c 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.

10 SUSPENSION OF WORKS

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

- i. On account of any default on the 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 the 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 In-charge CMC / Engineer I/c.

10.2 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 the 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.

11 FORECLOSURE OF CONTRACT

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BIT MESRA 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.

12 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 the 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.

13 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

13.1 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 In-charge CMC / Engineer I/c issues written orders to commence the work.

13.2 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 In-charge CMC / Engineer I/c. 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 (milestones) 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 In-charge CMC / Engineer I/c 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.

13.3 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/her in his work schedule even though the time schedule is approved by the In-charge CMC / Engineer I/c.

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13.4 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 In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c 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 MESRA may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c and the extension of time so given by the In-charge CMC / Engineer I/c shall be binding on the contractor.

14 TAXES AND DUTIES

14.1 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/her in the tender in bill of quantities shall be inclusive of all taxes, duties, levies etc.

14.2 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 In-charge CMC / Engineer I/c 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 In-charge CMC / Engineer I/c that the same is

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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 MESRA 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.

14.3 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.

14.4 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.

14.5 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 In-charge CMC / Engineer I/c stating the statutory change with documentary proof thereto. Provided always that In-charge CMC / Engineer I/c shall have full powers to effect recovery/deduction on account of any such statutory change even if the contractor has not intimated in the event when any such statutory action comes to his notice.

15 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.

16 CONTRACTORS ALL RISK POLICY

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.

17 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 MESRA 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 MESRA 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.

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