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NOTICE INVITING TENDER

for

COMPOSITE WORK FOR RENOVATION of OFFICE SPACE INCLUDING CIVIL, ELECTRICAL, HVAC AND AUDIO/VISUALS WORK UNDER TWO BID SYSTEM

1.0 Letter of Invitation

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi under National Biopharma Mission (NBM) invites sealed BIDS under **Two BID** system from experienced Bidders for Composite work for **RENOVATION of OFFICE SPACE** including civil, electrical, HVAC and Audio/Visuals system.

The salient features of the tender are:

Tender No:	BIRAC/PMU-NBM/2019/ENQ-003
Brief Description:	Composite work for RENOVATION of OFFICE SPACE including civil, electrical, HVAC and Audio/Visual system under two bid system at mezzanine floor, MTNL Building, 9, CGO Complex, Lodhi Road New Delhi-110003
Category:	CIVIL / INTERIORS/ HVAC/ Audio Visual system
Estimated tender value:	INR 1.46 Crores plus GST as applicable
Period allowed for completion of work:	06 (SIX) MONTHS
Tender Originating Location:	NEW DELHI
Type of tender:	Open
Cost of tender document (IN INR):	NIL
Date of Publication of Tender	20.8.2019

Last Date of receipt of queries for Pre-bid Conference:	26.8.2019 upto 2.00 pm
Pre-bid Conference, Date & Venue:	29.8.2019 at 3.00 pm at Biotechnology Industry Research Assistance Council, 9 CGO Complex, 1 st Floor, MTNL Building, Lodhi Road, New Delhi-110003
Last Date & Time for Submission of BID/ Closing of Tender	11.9.2019 at 2.00 pm
Date of opening of tender:	11.9.2019 & 2.30 pm
Issue / Sale of Tender document:	To be downloaded from the BIRAC website between 20.8.2019 to 11.9.2019 (2.00 pm)
Earnest money Deposit:	5% of the estimated tender value (Rs. 7.30 Lakhs) in the form of Demand Draft
Address of bid submission	Tender Box at BIRAC office reception (Biotechnology Industry Research Assistance Council, 9 CGO Complex, 1 st Floor, MTNL Building, Lodhi Road, New Delhi-110003)
Contact Person	Mr. Alok Gupta, Finance & Procurement Officer, NBM, Tel: 011-24389600
Performance Bank Guarantee (IN INR):	10% of the total awarded contract value as Performance Bank Guarantee (PBG) from a scheduled bank in favor of "Biotechnology Industry Research Assistance Council"
Place of Opening of tender:	Biotechnology Industry Research Assistance Council, 9, CGO Complex, 1 st Floor, MTNL Building, Lodhi Road, New Delhi-110003
Pre-Qualification criteria:	As per Section 2
Bid Validity	90 days from date of opening of tender

Prospective bidders should download the Complete Tender Documents from BIRAC's web site www.birac.nic.in. Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on website only. Hence, bidders may visit the same regularly till the bid submission date.

Eligible bidders are invited to send their bids in sealed envelopes in the prescribed format as indicated in the Tender document.

MISSION DIRECTOR,
PMU, NBM

Disclaimer: This BID is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this BID is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this BID. This BID includes statements, which reflect various assumptions and assessments arrived at in relation to the Bid that may not be accurate. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID.

Notice Inviting Tender

Item rate tender are invited under Two Bid System, on behalf of Mission Director PMU, NBM under Biotechnology Industry Research Assistance Council (BIRAC) from firms/Contractors of repute for the work titled “Interior work for BIRAC office at MTNL Building, 9 CGO Complex, Lodhi Road New Delhi”.

1. **Estimated Cost:** For composite work for RENOVATION of OFFICE SPACE including civil, electrical, HVAC and Audio/Visual system at mezzanine floor, MTNL building, 9CGO Complex, Lodhi road New Delhi-110003: **INR 1.46 Crores**
2. **Completion time:** The time shall be the essence of this contract and the entire work as titled above is to be completed within a period of **Six months** reckoned from the 10th day of written orders to commence the work or from the day of handing over the site whichever is later. Any delay in completing the work for reasons attributable to Contractor is liable to liquidated damages as per **clause 17 of NIT**.

Under force-majeure conditions or delay due to reasons beyond the control of the contractor, BIRAC may consider grant of suitable time extension, for which the contractor has to request along with justification/ reasons well in advance to Mission Director PMU, NBM, for approval without prejudice to price escalation. No time extension request shall be considered after expiry of completion period/ contract. The decision of the Mission Director, NBM will be final and binding on the bidder/ contractor.

3. **The Site Conditions:** The site for the work is available. The bidders are advised to visit the site of work at their own cost to acquaint themselves fully with the site conditions and working environment before quoting rates. No compensation on account of any site difficulties will be entertained, at later date after award of works.
4. **Earnest Money:** Applicant has to deposit Earnest Money @ 5% of total estimated value i.e **Rs Seven Lakhs and Thirty Three Thousand only (Rs.7.30 Lakhs), in the form Demand Draft** of a scheduled bank issued in favor of “Biotechnology Industry Research Assistance Council”, BIRAC, payable at Delhi/New Delhi along with tender document. The earnest money shall be submitted in sealed cover super scribed “Earnest money”. Bids without Earnest Money would be rejected.

- a. The Bid Document shall be downloaded directly from the website of BIRAC

@ <<www.birac.nic.in>>

5. **Escalation:** No escalation over and above the item rates quoted by the bidder/contractor shall be paid during execution of the contract.

6. **Deviation:** No deviation from stipulated terms and conditions will be allowed. Tender will be unconditional.
7. **Correspondence:** All the correspondence in respect of tender/ contractual obligations shall be made to **Mission Director, UBM, NBM, C/o BIRAC, 1st Floor, MTNL Building, 9, CGO Complex, Lodhi road New Delhi-110003**
8. **Tax Liability:** Payment of any statutory direct or indirect taxes at the contractor's end, arising out of transactions due to this contract shall be the sole responsibility of the contractor.
9. **Terms of payment:** The payment shall be made on submission of the bills in proper format by the contractor after due certification by the BIRAC Engineer, responsible for the supervision of the work. Contractor can submit one Interim bill after completion of 50% of work (for 80% of the value of work executed) and one Final bill after completion of the work for claiming payment based on actual quantities executed as per BOQ.
(As per clause-7 under Clauses of Contract).
10. The BIRAC reserves the right to accept or reject any prospective tender, without assigning any reason.
11. **Performance Guarantee:** The Contractor whose tender is accepted, will be required to furnish performance bank guarantee (PBG) @ 10% (Ten Percent) of the tendered amount within the period specified in schedule 'F' This guarantee shall be in the form of Bank Guarantee of any scheduled bank or STATE BANK OF INDIA (SBI) in accordance with the prescribed form.
12. **Labour Laws:** The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen Insurance etc. and will be the sole responsibility of the Contractor. NBM/BIRAC will not be party at any stage in any of the disputes relating to above provisions. In case NBM/BIRAC has to bear any expenditure due to non- conformance of the above provisions by the contractor, the same shall be recovered from contractor's bills.
13. **Rules governing the contractor's employees working in BIRAC Premises:** The contractor's employees working inside BIRAC premises will abide by the Centre's rules & Regulations for working inside the premises. Any damage to BIRAC property due to mishandling, carelessness on contractor's part will be recoverable from his bills.
14. **Extra or substituted items:** If any extra or substituted item appears in the work, contractor shall submit rate analysis supported with documents which shall be approved by BIRAC.

If required, BIRAC can make its own analysis based on DSR or based on market rates for determining item rates.

15. Right of BIRAC to modify the contract during execution: BIRAC can make minor alterations in the scope of work during execution to meet the site conditions and new requirements. Contractor will have no extra claim in rates as well as time extension on this account. However, in case of major changes, suitable time extension can be granted to the contractor on his request.

16. Jurisdiction for resolution of any dispute: Any dispute arising out of this contract will be subject to Jurisdiction of Delhi.

17. Special Considerations For MSME

If the bidding entity is registered under (i) Micro & Small Enterprises at District Industry Center or Khadi and Village Industry Board or Coir Board or National Small Industry Corporation or Directorate of Handicrafts and Handlooms or any other body specified under “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & (ii) Start-Ups registered under DIPP (as per G.S.R. 501(E)) it will be exempted from the prior experience & financial criteria.

The participating Bidders who qualify any of the above aspect shall be allowed L1+15% margin of purchase preference in the Price Bid for the purpose of evaluation. After giving such margin, if more than one Bidder stands on equal Price Quote, then the Bidder having more relevant experience can be considered for award of contract.

Mission Director,

PMU-NBM

SECTION - I

BRIEF PARTICULARS OF THE WORK

1. Salient features of the work for which bids are invited are as under:
2. The work is situated at MTNL Building, 9 CGO complex at Lodhi Road New Delhi.
3. General features and major components of the work are as under: -
 - i) Providing and fixing 12mm thick frameless toughened glass partition/door shutter.
 - ii) Providing and fixing MS frame work of hollow tubes for wall lining.
 - iii) Providing & fixing 12mm thick fire -retardant plywood in wall partitions.
 - iv) Providing & fixing 1mm thick decorative high pressure laminated sheet of plain/wood grain in gloss/matt suede finish
 - v) Providing & fixing fire-resistant door frame made out of 16SWG G.I Sheet.
 - vi) Providing & fixing 50mm thick glazed fire- resistant door shutters of 120 minutes rating.
 - vii) Providing & fixing glazing in fire resistant door shutters fixed panels, ventilators and partitions
 - viii) 10mm thick laminate floor Pergo or equivalent.
 - ix) Vitrified tile flooring.
 - x) Granite flooring.
 - xi) Ceramic glazed wall tiling.
 - xii) 12.5 thick tapered edge gypsum fire resistant board false ceiling
 - xiii) Providing & fixing 16mm thick Mineral Fibre false Ceiling.
 - xiv) Minor Dismantling work such as RCC, Brick work, HVAC work and existing internal electrical installations.
 - xv) Plumbing work in Pantry & providing & fixing Plumbing accessories.
 - xvi) Internal electrical work.
 - xvii) VRV & HVAC System
 - xviii) Firefighting & Sprinkler system
 - xix) Providing & fixing aluminum grill (anodized, transparent or dyed)
 - xx) Providing & fixing 12 mm toughened glass in existing window frames
 - xxi) Providing & fixing 3M printed sheets as required.
 - xxii) Providing and installing Audio/ Visual system

SECTION –II
INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0 General :

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 1.2 All information called in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “ no such case” entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.
- 1.3 The bid should be type-written. The bidder should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer/Deputy Director or equivalent.
- 1.6 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document.

2.0 PRE-QUALIFICATION CRITERIA (PQC):

Bidders who fulfill the following Pre-Qualification criteria shall be eligible to apply.

S. No	PRE-QUALIFICATION CRITERIA	SUPPORTING DOCUMENTS
1	The contractor shall be a legal entity, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc.
2	Should have satisfactorily completed the works as mentioned below during the last five years as per 31.03.2019 i) One similar work costing not less than 80% (1.20 Crores) or two similar works each costing not less than 60% (90 Lakhs), or three similar works costing not less than 40% (60 Lakhs) of the total estimated tender value executed under central/state government department/central/state autonomous body/central/state PSUs ii) Similar work shall mean works of complete internal renovation/interior work of buildings including civil, electrical, HVAC and Audio-Visual system executed under central/state government department/central/state autonomous body/central/state PSUs	Self-attested Copy of the work orders and letter of successful completion from the client. (Forms "C" and "D")
3	Should have had average annual financial turn over (gross) of Rs. 2.00 Crores per year during the last 3 consecutive years ending on 31 st March 2019	Audited Annual financial statement for the last three financial year in (Form "A")
4	Should not have incurred any loss (PAT) during the last three years ending 31 st March 2019.	Certificate from the Chartered Accountant of the Organization
5	Should have minimum Net Worth of 25% of the estimated tender value (37.50 Lakhs) as certified by the CA as of 31 st March 2019.	Certificate of Net worth issued by the CA. (Form B)
6	The bidder should have their established office at Delhi/NCR.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company

7	The bidder must have registration with GST.	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
8	The contractor should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Tender and in the execution of agreement.	An affidavit on stamp paper of Rs. 100/- declaring that firm / agency has neither been banned, blacklisted or debarred from tendering by any Govt. Department.
9	For electrical works the bidder will have to produce a valid license from the competent authority in the name of the person engaged for electrical job and should remain valid for the whole tenure of the work	Copy of the valid license from the competent authority

3.0 Submission Details

The bid shall be submitted along with a letter of transmittal (as per Section III) consisting of the following separate sealed envelopes marked as:

1. Earnest Money Deposit (EMD)
2. Pre-Qualification Criteria (PQC)
3. Technical Bid
4. Financial Bid

All the above four envelopes shall be submitted together in another sealed cover. The bids will be received up to 2.00 PM on 9.9.2019. The bids shall be opened in the presence of the bidders by BIRAC Committee at **BIRAC office situated at MTNL Building, 9 CGO Complex, Lodhi Road New Delhi**". on the same day at 2.30 PM.

The time and date of opening of financial bid shall be communicated at a later date to the technically qualified bidders.

4.0 Evaluation Methodology

The details submitted by the bidders will be evaluated in the following manner:

- 4.1 The requisite EMD shall be verified. The bids without requisite EMD will be summarily rejected and will not be considered for further evaluation.
- 4.2 The initial Pre-qualification criteria prescribed in S.No. 1 to 9 of NIT will first be scrutinized and the bidder's eligibility for the work be determined. The bidders not qualifying the PQC will not be considered for further evaluation.

4.3 The bidders qualifying the Pre-Qualification criteria will be evaluated for technical criteria by scoring method on the basis of details furnished by them.

5.0 Technical Evaluation Criteria (TEC)

S.No.	Description	Maximum Marks
	Financial strength & Net worth (Form 'A' & 'B')	25
1	<p>Experience in similar nature of work during last five years (Form C & D).</p> <p>a. The bidder's performance for each work completed in the preceding 3 years and in hand should be certified by the officer of client not below the rank of Executive Engineer/Deputy Director/Nodal Officer or equivalent. The certificate issued by the client should be as per "Form D".</p> <p>b. Experience in design, installation & testing and commissioning of audio-visual system of approx. value of Rs. 30.00 lakhs or above</p> <p>Documents to be submitted (i) Completion certificate for 03 similar projects completed in last 5 years</p>	<p>35</p> <p>15</p>
	<p>Personnel and Establishment (Form "E" & "F") The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the Contract. The bidder should submit a list of employees stating their designations, qualifications and number of years of experience.</p>	25
	Total	100

To become eligible for short listing for financial evaluation the bidder must secure at least sixty percent marks in aggregate i.e. minimum 60 marks out of maximum of 100 marks.

Even though any bidder may satisfy the above requirements; he would be liable to disqualification if he has:

- a) made misleading or false representation of deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,

- b) record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses etc.

6.0 Price Bid

The price bids of only the technically qualified bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their authorized representatives. The bids shall remain valid for 90 days from the last date of its submission.

- 6.1 The authorized representative should carry an authorization letter from the competent authority of the organization.

7.0 Award criteria

- 7.1 **The bidder who quote the lowest price shall be awarded the contract.**

- 7.2 The BIRAC reserves the right, without being liable for any damages or obligation to reject any or all the bids without assigning any reason.

- 7.3 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the BIRAC would result in rejection of his bid. Canvassing of any kind is prohibited.

SECTION III
LETTER OF TRANSMITTAL

From:

To

The Mission Director

Subject: Submission of bids for the work of
.....

Sir,

Having examined the details given in press notice and bid document for the above work, I/We hereby submit the relevant information.

1. I/We hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified net worth certificate and authorize the Executive Engineer..... To approach the Bank issuing the Net Worth certificate to confirm the correctness thereof. I/We also authorize Executive Engineer.....to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works.

Name of work

Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(S) of Bidder (S)

FORM 'A'

FINANCIAL INFORMATION

- I. Financial Analysis - Details to be furnished duly supported by figures in balance sheets/profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)
 - (i) Gross Annual turnover on construction works.
 - (ii) Profit/Loss
- II. Financial arrangements for carrying out the proposed work.
- III. Net Worth from Bankers of the bidder in the prescribed Form "B"

Signature of Bidder (S).

Signature of Chartered Accountant with Seal

FORM "B"

'Net Worth' CERTIFICATE FROM Bank/CA

This is to Certify that to the best of our knowledge and information that M/s./Sh..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.....(Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers (in case of Bank)

(Signature)

Authorized Bank official with designation/CA

- Note (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.**
- (2) In case of partnership firm of C.A., certificate should include names of all partners as recorded with the Bank/Registrar of Companies.**

FORM 'C'

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
LAST FIVE YEARS ENDING LAST DAY OF THE MONTH (31st July 2019).**

S. No	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration cases pending/ in progress with details	Name and address telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Indicated gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder (S)

FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "B" & "C"

1. Name of work/Project & location
2. Agreement no.
3. Estimated cost
4. Tendered cost
5. Date of start
6. Date of completion
 - i) Stipulated date of completion
 - ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report.

1) Quality of work	Very Good/Good/Fair/Poor
2) Financial soundness	Very Good/Good/Fair/Poor
3) Technical Proficiency	Very Good/Good/Fair/Poor
4) Resourcefulness	Very Good/Good/Fair/Poor
5) General Behaviour	Very Good/Good/Fair/Poor

Dated :

Executive Engineer, Deputy Director or Equivalent

FORM "E"

STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization/Place of registration

Registration No.

- 1.
- 2.
- 3.

5. Names and titles of Directors & Officers with designation to be concerned with this work.

Designation of individuals authorized to act for the organization

7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? IF so, give name of the project and reasons for abandonment.
9. Has the bidder or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.
10. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

11. In which field of Civil Engineering construction the bidder has specialization and interest ?
12. Any other information considered necessary but not included above.

Signature of Bidder (S)

FORM 'F'

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE
DEPUTED FOR THIS WORK**

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

TENDER

I/We have read and examined the notice Inviting Tender, Schedule A,B,C,C,D,E& F, Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the “Interior work for BIRAC office at MTNL building at 9, CGO Complex, New Delhi” within the time specified in Schedule `F` viz, Performa of schedules and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-I of General Rules and Directions and in clause 11 of Clauses of contract and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs is hereby forwarded in the form of Bank draft as earnest money. If I/we, fail to furnish the prescribed performance guarantee within the specified period, I/we agree that the “BIRAC” shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, If I/we, fail to commence the work as specified I/we agree that the “BIRAC” or their nominees in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money and the performance guarantee shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in schedule ‘F’ and those in excess, of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form. Further, I/we agree that in case of for forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/we shall be debarred for participation in the retendering process of the work.

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

Dated

Signature of Bidder

Name of Bidder: -

Signature of

Postal Address:-

Witness :

Name :-

Address:-

Occupation:-

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the BIRAC for a sum of Rs.----- (Rupees -----)

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

- a)
- b)
- c)

For & on behalf of “BIRAC”

Mission Director, PMU, NBM

Signature _____

Designation -

Dated

General Rules & Directions

1. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act' 1932.
2. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having due authority to give effectual receipts for the firm.
3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Tender shall have the name and number of the works to which they refer, written on the envelopes.

Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

4. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
5. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document drawings or other records connected with the work given to them.

6.

a) In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected.

b) Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct.

c) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct.

d) Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

e) In the event no rate has been quoted for any item (s), leaving space both in figure(s), word (s), and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such items (s) will be considered as zero and work will be required to be executed accordingly.

7. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

8. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word `Rs` should be written before the figure of rupees and word `P` after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word `Rupees` should precede and the word `Paise` should be written at the end. Unless the rate is in whole rupees and followed by the word `only` it should invariably be up to two decimal

places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

9. The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 10% of the tendered value of the work in form of Bank Guarantee issued by any Commercial Scheduled Bank and will be returned after completion of work and defect liability period of One Year.
10. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
11. Goods and Services Tax, VAT, Octroi or any other tax on materials, machinery, T&P, labour or any other item/service in respect of this contract shall be payable by the contractor and BIRAC will not entertain any claim whatsoever in respect of the same.
12. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.
13. The contractor shall make his own arrangement for water suitable for construction work as well as drinking and other purpose for the labour engaged by him for the execution of the work.
14. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
15. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
16. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor,

satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor.

17. Before procuring the material required for the total work, the contractor shall provide paneling work on one wall within seven days of award of work for approval by the Institute.
18. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge/Architect. The testing charges and conveyance from the site shall be borne by the contractor.
19. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
20. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated, are for guidance only). The figures in the drawings shall be followed.
21. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
22. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
23. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.
24. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
25. The contractor shall be responsible for all-statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the

contractor. The TDS and Contract Tax or any other statutory levies/ taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.

26. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-Charge does not hold any responsibility, on account of any lapses in this regard.
27. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.
28. The contractor shall submit as Four sets of as built drawing of all components after completion of work and soft copy on CD in Auto Cad and Pdf format.
29. After award of work, Contractor will immediately make a **work programme (GANTT Chart)** using MS Project or Equivalent Software, indicating sequence of activities and time required for completion of each activity, showing start and end date of each activity and over all schedule for completion of project, and get it approved by Engineer-in charge/ Architect of BIRAC.

CONDITIONS OF CONTRACT

Definitions:

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the “BIRAC” New Delhi and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them :-
 - i). The expression works or work shall, unless there be something either in the subject or context repugnant to such contention, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

 - ii). The site shall mean the mezzanine floor, MTNL Building, 9,CGO Complex, Lodhi Road, New Delhi-110003.

 - iii). The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

 - iv). The Mission Director of PMU-NBM, BIRAC means their nominees also.

 - vi) The Engineer-in-Charge means the representative of Architect who shall supervise and be in-charge of the work.

- vii). **Architect** means the Architect appointed by the BIRAC viz. M/s. Suresh Goel & Associates, S-83 Panchshila Park, New Delhi-110017.
- ix) Notice refers to a period of seven days from the date of issue unless specified otherwise.
- x) **Government** means Govt. of India or Govt. of NCT Delhi as applicable.
- xi) **Accepting authority** shall mean the authority who accepts the tender.
- xii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of BIRAC, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by BIRAC of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.
- xiii). **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- xiv). **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- xv). **District Specifications** means the specifications followed by the State Govt in the area where the work is to be executed.

xvi). **Tendered value** means the value of the entire work as stipulated in the letter of award.

xvii) **BIRAC** the abbreviation of “Biotechnology Industry Research Assistance Council”.

Communication address means the communication address as provided by the bidder in the tender document.

3. **Scope & Performance**

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

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

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

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

7. **Sufficiency of Tender:-** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and price quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8. **Discrepancies and Adjustment of Errors: -** The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.
- 8.1. In the case of discrepancy between the schedule of Quantities, the Specifications and / or the drawings, the following order of preference shall be observed:-
- (i) Description of schedule of Quantities.
 - (ii) Particular Specification and Special Condition, if any.
 - (iii) Drawings.
 - (iv) Indian Standard Specifications of B.IS.
 - (v) C.P.W.D. Specifications.
- 9 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 10 **Signing of Contract:-** The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 10 days from the stipulated date of start of the work sign the contract consisting of the notice inviting tender, all the documents if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

CLAUSES OF CONTRACT

Clause – I

Performance Guarantee

- i) The contractor shall submit an irrevocable Performance Guarantee of 10% (Ten Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule ‘F’ from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period as specified in Schedule ‘F’ on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Bank Guarantee only of any scheduled bank
- ii) The performance Guarantee shall be initially valid upto the stipulated date of completion plus One year beyond that to cover the defect liability period of One year. The PBG will be returned to the contractor on successful completion of Defect Liability period.
- iii) The BIRAC shall not make a claim under the Performance guarantee except for amounts to which the BIRAC is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the BIRAC may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay to the BIRAC any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of

the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

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

Clause - 2

Compensation for Delay :- If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the BIRAC on account of such breach, pay as agreed compensation the amount calculated at the rate of **1 % (One percent) per month** of delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the BIRAC. The decision of Managing director BIRAC will be final and binding on the contractor.

Clause – 3

When Contract can be determined: - 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 unworkmanlike manner shall

omit to comply with the requirement of such notice for a period of seven days thereafter.

- 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.
- iii). If the contractor fails to complete the work within the stipulated date or items of work within individual date of completion, if any stipulated , on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer – in – Charge.
- iv). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer – in- charge
- v). If the contractor shall obtain a contract with BIRAC as a result of wrong tendering or other non – bonafide methods of competitive tendering.
- vi). If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- vii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- viii) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- ix) If the contractor assigns, transfers, sublets (engagement of labour on piece – work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer- in – Charge.

- x) If the work is not started by the contractor within 1/8th of the stipulated time. When the contractor has made himself liable for action under any of the cases aforesaid, the Managing Director on behalf of the BIRAC shall have powers:
 - a). To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Managing Director shall be conclusive evidence). Upon such determination the Earnest Money Deposit, security deposit already recovered and the performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BIRAC.
 - b). After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof as shall be un-executed out of his hands to give it to another contractor to complete the work. The contractor whose contract is determined as above shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer in charge the contractor shall have no claim to compensation or any loss sustained by him by reasons of his

having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer –in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause – 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for total completion of the work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

Clause – 4

Contractor liable to pay compensation even if action not taken under clause 3 :- In any case in which any of the powers conferred upon the Engineer in charge by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer in charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Managing Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer in charge) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, and

binding on the contractor otherwise the Engineer in charge by notice in writing may order the contractor or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer in charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause – 5

Time and Extension for delay: - The time allowed for execution of the Works as specified in Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day or such time period as mentioned in letter of award after the date on which the Managing Director issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid BIRAC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely.

- 5.1 As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone 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 works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Managing Director and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule 'F'.
- 5.2 If the work(s) be delayed by :-

- i). Force majeure or
- ii). abnormally bad weather, or
- iii). Serious loss or damage by fire or
- iv). Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.
- v). delay on the part of other contractors or tradesmen engaged by Managing Director sin executing work not forming part of the contract or.
- vi). Any other cause which, in the absolute discretion of the authority mentioned in schedule 'F' is beyond the contractor's control.

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

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

5.4 In any such case the Managing Director of the BIRAC may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Managing Director of the BIRAC in writing, within 3 months of the date of 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 Managing Director and this shall be binding on the contractor.

Clause – 6

Measurements of Work Done: - Engineer- in- Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract of work done.

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

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

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

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

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

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

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

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

Clause – 7

Payment on Intermediate Certificate to be regarded as Advances: -

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the BIRAC in triplicate on or before the date of every month fixed for the same by the Engineer – in – Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim

bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer – in – Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in- Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor, Payment on account of amount admissible shall be made by the Engineer – in – Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer – in- Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer – in- Charge

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

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

The Engineer- in- Charge in his sole discretion may make interim advance payments without detailed measurements for work done at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

Clause – 8

Completion certificate and completion plans :- Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within 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. 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. 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 of 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 realised by the sale thereof.

Clause 8 A

Contractor to keep site clean:- The splashes and droppings from white washing, colour washing, painting etc on walls, floors windows etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done

at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

Clause 8 B

Completion Plans to be Submitted by the Contractor: -

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part –I internal 2005) and (Part – II External 2007) HVAC and Fire detection & Fire fighting as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plans as aforesaid, he shall be liable to pay a sum equivalent to 2.5 % of the value of the work subject to a ceiling of Rs. 1,00,000 (Rs. One lakh only) as may be fixed by the Managing Director and in this respect the decision of the Managing Director shall be final and binding on the contractor.

Clause 9

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

Clause 10A

Materials to be provided by the contractor: - The contractor shall at his own cost provide all materials required for the works.

The contractor shall, at his own expense and without delay; supply to Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications

laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within five days of the receipt of test result intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Engineer-in-Charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative and Architect shall at all times have access to the work and to all such workshops and places where work is being prepared or from where materials, manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have

full powers to require other proper materials to be substitute thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment's as specified in schedule 'F'

Clause 10 B

Secured Advance on Non-perishable Materials: -

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge shall be entitled to be paid during the progress of the execution of the work upto 80 % of the assessed value of any materials which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Clause – 10 C

Dismantled material is BIRAC's Property: - The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as BIRAC's

property and such materials shall be disposed off to the best advantage of BIRAC according to the instructions in writing issued by the Engineer-in-Charge.

Clause – 11

Work to be executed in accordance with specifications, drawings, orders etc.:- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with CPWD Specifications 2009 Vol.I to II with upto date correction slips and CPWD general specifications for electrification, Part – I Internal 2005 and Part – II External 2007 with upto date correction slips . The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with due care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12 :

Deviations/Variations Extent and Pricing :- The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound

to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. If there is no deviation limit prescribed for contract items, the contractor shall be bound to execute the deviated quantities of the contract items at the same rates as decided at the time of award of work.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:-

- i). In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii). 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order of occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so

increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so, decreased to the extent of the difference between the market rates of substituted item and the agreement item(to be substituted).

12.3 The contractor shall send to the Engineer-in-Charge once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Managing Director may authorize consideration of such claims on merits.

Clause 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work :- If at any time after acceptance of the tender , BIRAC shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:-

- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii). BIRAC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, BIRAC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by BIRAC cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii) If any materials supplied by BIRAC are rendered surplus, the same except normal wastage shall be returned by the contractor to BIRAC at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to BIRAC stores, if so required by BIRAC, shall be paid.
- iv). Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v). Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the BIRAC as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the BIRAC from the contractor under the terms of the contract.

Clause – 14: Clause 14- Carrying out part work at risk & cost of contractor

If contractor:

- I At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-charge: or
- II Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-charge: or
- III Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-charge.

The Engineer-in-charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc, thereon; and/or
- (b) Carry out the part work / part incomplete work of any item (s) by any means at the risk and

cost of the contractor.

The Engineer-in-charge 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 Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item (s) or the excess loss or damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the

contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Clause - 15

Suspension of work

- i). The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a). On account of any default on the part of the contractor or
 - b). For proper execution of the works or part thereof for reasons other than the default of the contractor or
 - c). For safety of the works or part thereof

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in charge.

- ii). If the suspension is ordered for reasons (b) and (c) in sub-para (I) above:
 - a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and:

- b). If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- iii). If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (I) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the BIRAC or where it affects whole of the works, as an abandonment of the works by the BIRAC, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by the BIRAC, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Clause 16

Action in case work not done as per specification : - All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer – In- Charge, his authorized subordinates in charge of the work and all the superior officers , officer of the Quality Assurance Unit of the BIRAC or any organization engaged by the BIRAC for quality Assurance and of the Chief Technical Examiner’s Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer – In- Charge or his authorized subordinates in charge of the work in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the BIRAC for Quality Assurance or to the Chief Technical Examiner or his subordinates officers, 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, material or articles complained of not with standing that the same way 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 2 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 authority specified in schedule ‘F’ 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.

Clause – 17

Contractor Liable for damages, defects during maintenance period: - If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer in charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Clause 18

Contractor to Supply Tools & Plants etc. :- The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter

as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there of to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Clause 18A

Recovery of compensation paid to workman :- In every case in which by virtue of the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923, BIRAC is obliged to pay compensation to a workman employed by the contractor, in execution of the works, BIRAC will recover from the contractor for the amount of the compensation so paid ; and, without prejudice to the rights of the BIRAC under sub-section (2) of Section 12, of the said Act, BIRAC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BIRAC to the contractor whether under this contract or otherwise. BIRAC shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to BIRAC full security for all costs for which BIRAC might become liable in consequence of contesting such claim.

Clause 18 B

Ensuring Payment and Amenities to Workers if Contractor fails :- In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, BIRAC is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act the Rules framed by BIRAC from time to time for the protection of health and sanitary arrangements for workers employed by BIRAC

Contractors, BIRAC will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the BIRAC under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, BIRAC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BIRAC to the contractor whether under this contract or otherwise BIRAC shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the BIRAC full security for all costs for which BIRAC might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor:- The contractor shall obtain a valid licence under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the Provisions of Child Labour (prohibition and Regulation) Act, 1986.

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 Welfare Cess Act, 1996.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. In case, the contract labourers resort to litigation in any court for any reason, the Contractor will be solely responsible towards verdict of the court, at his own cost.

The contractor shall maintain records giving particulars of contract labour employed, the nature of work performed by the contract labour, the rates of wages paid to the contract labour, etc. as per the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall provide notices containing particulars about the hours of work, nature of duty, etc. as per the above rules to BIRAC.

CLAUSE 19 A :

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 20: Minimum Wages Act to be complied with:

The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought from time to time.

The contractor shall be responsible for discharge of statutory liabilities such as EPF, ESI, Bonus etc. and no service charges/Admn, overhead will be payable on these contribution.

It will be sole responsibility of the contractor to compensate the labor on account of injury, loss of life or limb in accordance with the law in force for time to time.

CLAUSE 21 : Work not to be sublet. Action in case of insolvency

The Contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of BIRAC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the BIRAC shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the BIRAC and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22 :

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the BIRAC without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23: Changes in firm's constitution to be intimated

Where the Contractor is a partnership firm, the previous approval in writing, of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid, shall likewise, be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24: Directions for execution of works.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-Charge of the BIRAC who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25: Settlement of Disputes & Arbitration

Except where other wise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Managing Director of BIRAC or if there be no Managing Director of the BIRAC, the administrative head of the said BIRAC. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts claimed in respect of each such dispute alongwith the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by the Managing Director of the BIRAC or the administrative head as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the BIRAC shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act. 1996, (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1, 00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26:

Contractor to Indemnify BIRAC against patent Rights

The Contractor shall fully indemnify and keep indemnified the BIRAC against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part of thereof included in the Contract. In the event of any claims made under or action brought against BIRAC in respect of any such matter as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the Contractor shall not be liable to indemnify the BIRAC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer in Charge in this behalf.

CLAUSE 27:

Lump sum Provision in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum payable to him under the provisions of the clause.

CLAUSE 28 :

Action Where no specifications are Specified.

In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29:

With-holding and lien in respect of Sums due from Contractor

- (i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the BIRAC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the BIRAC shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the BIRAC shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the BIRAC will be kept withheld or retained as such by the BIRAC till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the BIRAC shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) BIRAC shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and

it shall be lawful for BIRAC to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BIRAC to the contractor, without any interest thereon whatsoever.

Provided that the BIRAC shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the BIRAC on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 30:

Lien in respect of claims in other Contracts

Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the BIRAC or any other contracting person or persons through Engineer-in-Charge against any claim of the BIRAC or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the BIRAC or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the BIRAC will be kept withheld or retained as such by the BIRAC or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 31: Water supply

The Contractor(s) shall make his/ their own arrangements for water required for the work as well as for drinking purpose and nothing extra will be paid for the same. This will be

subject to the condition that the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of Engineer-in-Charge.

CLAUSE 32: Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of BIRAC either by issue from BIRAC stocks or purchase made under orders or permits or licenses issued by BIRAC the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the BIRAC and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to BIRAC for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 33: Plant & Machinery:

The contractor shall arrange at his own expense all tools, plant, machinery and equipment required for the execution of the work.

CLAUSE 34: Employment of Technical Staff and employees.

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter all may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s),

qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and other Engineer (s) / technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than as specified in schedule 'F':-

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other Engineer (s) / technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative. The principal technical representative and other technical representative(s) shall be present at the site of the work for supervision at all time (s) when any construction activity is in progress and also present himself/ themselves, as required by the Engineer in Charge and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative / the contractor / other technical representative shall be actually available at site fully during all stages of execution of work during recording/ checking/ test checking of measurement of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his / their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative(s) shall not look after any other work. Substitutes duly approved by Engineer in-Charge of the work in similar manner as aforesaid shall be provided in the events of absence of any of the representative by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is /are effectively appointed or/ is are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule `F` and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/ test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical representative and/ or other technical representatives and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date a suitable other technical representative (s) is/ are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 35: Levy/Taxes payable by Contractor.

- i) Sales tax, Purchase tax, Turnover tax, Service tax, VAT, Octroi, or any other tax on materials, machinery, T&P, labour or any other items/service in respect of this

contract shall be payable by the Contractor and BIRAC shall not entertain any claim whatsoever in this respect.

- ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the BIRAC to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the BIRAC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 36:

Condition for reimbursement of levy / taxes if levied after receipt of tender: -

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Managing Director (Whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the BIRAC and / or the Engineer – in –Charge and further shall furnish such other information /document as the Engineer – in –Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer – in- Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 37: Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Managing Director of the BIRAC shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 38- If relative working in BIRAC then the contractor not allowed to tender

The contractor shall not be permitted to tender for this work if his near relative is posted as an officer in any capacity in BIRAC. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in BIRAC.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 39:

No gazetted engineer to work as contractor within one year of retirement. No Engineer of gazette rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be

CLAUSE 40: Recovery for less material used

- (i) After the completion of the work, and also at any intermediate stage in the event of non reconciliation of materials brought, consumed and in balance, theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-
 - a) Quantity of cement shall be calculated on the basis of quantity of cement required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard coefficient for the consumption of

cement are not available in the above mentioned schedules/ statement or cannot be derived, the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

- b) Theoretical quantity of steel reinforcement shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

- c) For any other material as per actual requirements.
 - ii) Over this theoretical quantity of cement shall be allowed a variation upto 2% minus. In the event of it being discovered that the quantity of cement used is less than the theoretical quantity minus authorized variation, the cost of cement used on lesser side shall be recovered from the contractor at the rate specified in schedule 'F'.
The above provision shall apply Mutatis Mutandis in the case of steel reinforcement (each diameter wise shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by Engineer – In-Charge including authorized lappages plus 3 % wastage due to cutting into pieces. Over the theoretical quantity 2 % minus shall be allowed as the variation due to using less. In the event of it being discovered that the quantity of steel used is less than the theoretical quantity minus authorized variation the cost of steel not so used shall be recovered from the contractor at the rate specified in schedule 'F'
 - iii) The said action under this claim is without prejudice to the right of the BIRAC to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 41: Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate

from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Engineer-in-Charge. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations(a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge. (b) for any material etc. not on the site of the work or for any tools, plant, machinery scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Managing Director.

CLAUSE 42_: Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Managing Director may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 43: Release of Security deposit after labour clearance.

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the 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, or recorded 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 and the Security Deposit will be released if otherwise due.

PROFORMA OF SCHEDULES

SCHEDULE `A`

Schedule of quantities enclosed.

SCHEDULE `B`

Schedule of materials to be issued to the contractor.

-Nil .

SCHEDULE `C`

No tools and plants shall be hired to the contractor by the BIRAC.

- Nil -

SCHEDULE `D`

Extra schedule for specific requirements/ document for the work, if any.

- Nil -

SCHEDULE `E`

Schedule of components of cement, steel & other materials Labour etc. for price escalaton.

- Nil -

SCHEDULE `F`

Reference to Conditions and Clauses of Contract.

Name of work: “COMPOSITE WORK FOR RENOVATION of OFFICE SPACE INCLUDING CIVIL, ELECTRICAL, HVAC AND AUDIO/VISUALS WORK UNDER TWO BID SYSTEM” at MTNL Building , 9 CGO Complex, Lodi Road , New Delhi”.

(i) Estimated cost of work:	Rs 1.5crore
(ii) Earnest Money:	5% of estimated Tender value
(iii) Performance Guarantee / Security Deposit:	10% of Tendered Contract value

General Rules & directions			<u>Mission Director, PMU-NBM, BIRAC,</u>
Officer inviting tender			
Definitions:			
2(v)	Engineer-in Charge		The Project Manager of BIRAC, New Delhi who shall supervise and be In-charge of the work.
2(viii)	Accepting Authority		Mission Director, PMU-NBM, Birac,
2(x)	Percentage on cost of materials and labour to cover all overheads and profits		15 %
2(xi)	Standard Schedule of Rates		(i). C.P.W.D. Delhi Schedule of Rates 2018 with upto date correction slips issued upto the date of receipt of tenders.
			(ii) CPWD Delhi Schedule of rates 2018 for electrification with upto date correction slips issued upto the date of receipt of tender.
2(xii)	Department		BIRAC New Delhi
Clause 1	(i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance, in days		10 days
	(ii) Maximum allowable extension beyond the period provided in (i) above in days		7 days

Clause 2	Authority for fixing compensation under clause 2		Managing Director BIRAC New Delhi.
Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of start.		10 days

Table of Milestones

S. No.	Milestones (physical and financial)	Time Allowed (from date of start)	Amount to be withheld in case of non-achievement of milestone
1	1/8 th (of the Whole work)	1/4 th (of the Whole time)	In the event of not achieving the necessary financial milestone or physical milestone as assessed from the running payments / physical progress, 1% of the tendered value of the whole work will be withheld for failure of each milestone.
2	3/8 th (of the Whole work)	1/2 (of the Whole time)	
3	3/4 th (of the Whole work)	3/4 th (of the Whole time)	
4	Full	Full	
	Time allowed for execution of work		6 months
	Authority to give fair & reasonable extension of time for completion of work	Under unavoidable circumstances the contractor will seek extension of time period in writing assigning the reason for the time over run.	Recommended by Project Steering Committee & approved by the competent authority

Clause 7		Gross work to be done together with net payment /adjustment of advances for material of collected, if any, since the last such payment for being eligible to interim payment		Rs.
Clause 10A		List of testing equipments to be provided by the contractor at site lab.		N.A.
Clause 10 B Clause 10C		Whether clause 10 B shall be applicable. Component of Labour expressed as percentage of value of work		Yes 25%
Clause10CA		Materials covered under this clause		Nil
Clause 11		Specifications to be followed for execution of work		(i). CPWD Specifications 2009 volume I &II with upto date correction slips till the date of receipt of tenders.
				(ii). Central Public Works Department's General Specifications for Electrical Works (Part –I, Internal) – 2005, (Part –II, External) – 2007
Clause 12		Deviation limit for quantities of items.		30%
Clause 16		Component Authority for deciding reduced rates.		Mission Director, PMU-NBM, Birac, New Delhi
Clause 18		List of mandatory machinery, tools & plants to be deployed by the contractor at site.		N.A.
Clause 34 (i)		a) Details of minimum technical staff to be employed with their minimum qualifications and experience.		i).Principal Technical representative (Project Manager) – One

			<p>He must be graduate in Civil Engineering having atleast 5 years experience.</p> <p>ii). Engineers – Two</p> <p>(a) One Engineer must be graduate in Civil Engineering with minimum 2 years experience or diploma holder in Civil Engineering with minimum 5 years experience).</p> <p>(b) One Engineer must be graduate in Electrical engineering with minimum 2 years experience or diploma holder in Electrical Engineering with minimum 5 years experience).</p>
	b	Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36(I)	<p>(i). Rs. 50,000/- per month for Principal Technical Representative.</p> <p>(ii). Rs. 25,000/- per month in case of Engineer.</p>
		Assistant Engineer retired from Govt. Services that are holding diploma will be treated at par with Graduate Engineers.	

Clause 40

Part – A Material to be issued by department at site of work:-

Nil

Part – B Provision of recovery

- | | | |
|------|---|---|
| (i) | Schedule/ statement for determining theoretical quantity of cement. | On the basis of CPWD Delhi Schedule of Rates 2018 |
| a) | | |
| (ii) | Variations permissible on theoretical quantities | |
| a) | Cement | 2% plus/ minus |

Special Conditions of Contract

1. The tenderer shall acquaint himself with the proposed site of work, its sub soil strata, underground water table and its approach roads before quoting his rates. The construction of new approach road or repair of the existing approach and its maintenance during the execution of the work shall all be carried out by the tenderer and nothing extra shall be payable over his quoted rates.

2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.

3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The contractor shall make his own arrangement for water suitable for construction work as well as drinking and other purpose for the labour engaged by him for the execution of the work.

4. The contractor shall provide, at his own cost instruments for weighing and measuring purpose at the site of work as may be necessary for execution of the work.

5. The contractor shall construct a sample unit complete in all respect if required, as per the directions of the Engineer-in-Charge. This sample unit shall be got approved from

the Engineer-in-Charge before commencing the mass work of plastering, flooring, finishing and fixing the fixtures.

6. The contractor shall take care of all safety precautions pertaining to construction of work, such as excavation, trenching, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphaltic materials, electric arc/ gas welding, use of hoist and construction machinery. He shall be governed by relevant provisions of safety code and as directed by the Engineer-in-Charge and nothing extra shall be payable on this account.
7. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
8. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
9. The contractor shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the BIRAC.
10. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the

work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an 'All risk policy' from any unit of General Insurance Co. or any other approved insurance company, for the amount at least equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favouring the Managing Director, BIRAC, Nothing extra on this account shall be payable to the contractor for maintaining such Insurance Policy.

11. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
12. The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body bye-laws and the contractor shall produce necessary completion certificates, wherever required, from such authorities after completion of work.
13. Water tanks, taps, pipes, fittings and accessories shall conform to bye-laws and specifications of the Municipal body/ corporation. The contractor should engage licensed plumbers for the work and get the materials, (fixtures and fittings) tested by the Municipal Authorities, wherever required, at his own cost and nothing extra shall be payable.
14. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable at his own cost.

15. The contractor shall give due notices to Municipal, Police and/ or other authorities that may be required under the law/ rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
16. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.
17. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the BIRAC shall not be used in the work.
18. The contractor shall submit to the Engineer-in-Charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-Charge of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-Charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
19. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-Charge. The testing charges and conveyance from the site shall be borne by the contractor.
20. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor without giving any further notice and time.

21. In order to ensure quality of work during its execution, the Engineer-in-Charge may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
22. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-Charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes.
23. The contractor shall procure 43 grade (confirming to IS: 8112) ordinary Portland cement, or PPC as required for the work from the reputed manufacturers of cement, i.e. from A.C.C, L & T, J.K., Vikram, Jaypee, Ultratech, Grasim or Birla only as specified. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arrangement by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant IS codes. In case test results indicate that the cement arranged by the contractor does not confirm to the relevant IS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge, to do so.
24. The contractor shall procure steel reinforcement bars (thermo-mechanically treated bars) conforming to relevant IS codes from SAIL, TISCO & RINL Rathee, Kamdhenu or their approved rerollers having valid BIS license. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. samples shall also be taken and got tested by the Engineer-in-charge as per the provision in this regard in relevant IS codes. In case the test results indicate that the steel arranged by the contractor does not confirm to BIS codes, the same shall stand rejected and shall be removed from

the site of work by the contractor at his cost within a week's time from the written orders from the Engineer-in-charge to do so.

25. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the Engineer-in-charge.
26. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated, are for guidance only). The figures in the drawings shall be followed.
27. For measurement purpose the floor level shall mean the top surface of main structural RCC slabs of that floor and not the top of sunken floor of toilets or any other depressed floor.
28. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
29. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
30. The rate shall be inclusive of making design, pattern and execution of work as per Architectural drawings, at all levels and heights.
31. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.
32. The rate of items of flooring shall be inclusive of work for sunken or depressed floors.

33. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.
34. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-Charge. Nothing extra over agreement rates shall be paid on this account.
35. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
36. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
37. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-Charge.
38. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-Charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carryout the work as per direction of Engineer-in-Charge.
39. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
40. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-Charge before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Engineer-in-Charge. Any delay in getting the samples approved shall be contractor's responsibility.

41. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-Charge.
42. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractor. The TDS and Contract Tax or any other statutory levies/ taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
43. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-Charge or any other statutory authority as and when called for. The Engineer-in-Charge does not hold any responsibility, on account of any lapses in this regard.
44. For any clarification/ doubt, the BIRAC may organize regular meetings with Contractor & Architect. The contractor shall attend such meetings invariably as and when required.
45. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.

Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.
46. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using electrically operated tools such as drills/

chase cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only.

No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Engineer-in charge in writing.

47. All chases and openings made by the contractor for his pipe lines shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.
48. The Contractor shall employ competent fully licensed/ qualified, plumber for the work of PLUMBING/ SANITARY installations in accordance with the drawings and specifications. The licensed plumber shall be available at all times at site to receive instructions from the Engineer-in-Charge in the day to day activities throughout the duration of execution of plumbing/ sanitary work.
49. On completion of the PLUMBING/ SANITARY installation a certificate shall be furnished by the contractor countersigned by the licensed plumber, under whose direct supervision the installation was carried out. This certificate shall be in the form as required by the Engineer-in-Charge.
50. The security of workmen, materials, equipment stores etc, within the area allotted to the contractor shall be the responsibility of the contractor.
51. The quantities shown in Schedule of quantities are tentative and may vary as per the site/NIT requirements to any extent.

Only required items & quantities are to be supplied / Installed. Contractors shall take detailed site measurements, for the items like supply of LT cables, Earth strips before placing purchase order/taking procurement action. Contractor shall monitor the requirements of items and shall report to Engineer-in-charge with regard to the deviations in existing items and requirement of additional / extra items if any, for taking necessary action.

52. The work shall be executed as per the programme drawn or approved by the Engineer in charge and it shall be so arranged as to have full co-ordination with any other

agency employed at site. No claim for idle labour shall be entertained nor shall any claim on account of delay in the completion of the work be tenable except extension of time secured by the contractor on request submitted to Engineer-in-charge.

53. Since many other contractors and agencies will be engaged on site and working simultaneously, the Contractor shall ensure at all times that during the execution of his work or during the operations and movements of equipments and supply vehicles and machinery, no damage or injury is caused to the work or property or personnel of other contractors and agencies.

In case of any such loss or damage the Contractor shall take full responsibility for same and shall bear all cost and expenses thereof. Also, the Contractor shall be responsible and liable for all delays caused due to such damage, Injury and consequences which the other Contractors and agencies may have to face or to which they may be subjected to or be accountable for as a result of such delays.

54. All materials used in this work shall be new, conforming to the relevant specifications.

The location of the cables, panel board etc., indicated in the drawing is only indicative. The actual route of cables may differ from the plans according to the details of the building construction and the conditions of execution of the installations.

55. In order to achieve the milestone and completion dates and to keep pace with the approved construction programme, the contractor shall be permitted to carry out his work beyond the normal working hours or in shifts. The contractor shall be responsible for obtaining any necessary permission from the relevant authorities that may be required for him to carry out the work beyond the normal working hours or in shifts. Also the contractor shall give prior notice to and make arrangements with the Engineer –in-charge for the supervision of work carried out beyond the normal working hours or in shifts. The contractor shall make his own arrangements in respect of the provision of adequate lighting and any other facilities that may be required for carrying out the work beyond the normal working hours or in shifts. No extra payments shall be made to the contractor for or in connection with any such overtime or shift work.

Form of Performance Security (Guarantee)

Bank Guarantee Bond

In consideration of the Managing Director BIRAC (hereinafter called ' The BIRAC') having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said contractor(s)" _____ for _____ the Work _____ (hereinafter called" the said Agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereinafter referred to as "the Bank") hereby undertake to

(Indicate the name of the Bank)

pay to the BIRAC an amount not exceeding Rs. _____ (Rupee _____ only) on demand by the BIRAC.

2. We, _____ do hereby undertake to pay the amounts due and payable (Indicate the name of the Bank)

under this guarantee without any demure, merely on a demand from the BIRAC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ Rupee _____ only).

3. We, the said bank further undertake to pay the BIRAC any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained shall remain in full
(Indicate the name of the Bank)

force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the due of the BIRAC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the BIRAC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.

5. We _____ further agree with the BIRAC that the BIRAC shall have
(Indicate the name of the Bank)

the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BIRAC against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act of omission on the part of the BIRAC or any indulgence by the BIRAC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

7. We _____ lastly undertake not to revoke this guarantee except with the (Indicate the name of the Bank) previous consent of the BIRAC in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by the BIRAC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupee _____ only) and unless a claim in writing is lodged with us within six months of the date of the expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (Indicate the name of the bank)

Safety Code

1. Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground, or from solid construction except such short period work as

can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)

2. Scaffolding of staging more than 3.6m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3ft).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ "") for ladder upto and including 3m (10ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm (1foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defiance of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Demolition – Before any demolition work is commenced and also during the progress of the work,

- i). No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - ii). All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
7. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipments shall invariably be provided:
 - i). Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii). Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii). Those engaged in welding works shall be provided with welder's protective eye shields.
8. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
9. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
10. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge or their representatives.

11. Notwithstanding the above clauses from (1) to (10) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS
FOR WORKERS EMPLOYED BY CONTRACTORS FOR THIS WORK.**

1. APPLICATION

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

- i) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

- a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments:

1. 6 small sterilized dressings
2. 3 medium size sterilized dressings
3. 3 large size sterilized dressings
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet
8. 1 (30gms) bottle of potassium permanganate crystals.

9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Managing Director General, Factory Advice Service and Labour Councils/Council of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns
13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50. Each first- aid box shall contain the following equipments:

1. 12 small sterilized dressings.
 2. 6 medium size sterilized dressings
 3. 6 large size sterilized dressings
 4. 6 large size sterilized burn dressings.
 5. 6 (15 gms.) packets sterilized cotton wool.
 6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1(30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Managing Director General Factory Advice Service and Labour Councils/Council of India.
 13. A bottle containing 100 tables (each of 5 gms.) of aspirin.
 14. Ointment for burns
 15. A bottle of suitable surgical antiseptic solution.
- iii). Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- iv). Nothing except the prescribed contents shall be kept in the First-aid box.
- v). The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

- vi). A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- vii). In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii). Where work places are situated in places, which are not towns, or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.