

Bihar Cricket Association

EPC Contract

**Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna,
Bihar and their maintenance during Defect Liability Period
on Engineering, Procurement and Construction (EPC) basis**

Volume – II

INSTRUCTIONS TO TENDERER (ITT)

&

**GENERAL CONDITIONS OF CONTRACT
(GCC)**

JULY' 2025



Executing Agency

Bihar Cricket Association

**Affiliated to The Board of Control for Cricket in India)
45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013**

Email: bca@biharcricketassociation.com

Tender No. BCA/Yo-2847/23-99

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VOLUME – II

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Section-1

- **NOTICE INVITING TENDER**
&
• **PRE-QUALIFICATION**

(PAGE No. 1 to 11)

Bihar Cricket Association

DETAILED - NOTICE INVITING tender (NIT)

E-mail id bca@biharcricketassociation.com

Dated: 25/07/2025

- 1.0** BCA, Bihar Cricket Association, Bihar invites open tender through tendering from eligible applicants who fulfil qualification criteria as stipulated in Vol.-I (NIT/PQ) document for the works “**Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis**” and as per schedule as under:

Tendering Document No.	BCA/Yo-..... dated:- 25/07/2025
Name of the Work	Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis
Brief Scope of Work	Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis including other related works including Civil works, Electrical, PHE, Horticulture, plants & trees (Minimum 1000 nos.), Landscaping, signages and external development works etc. .(40000 Capacity)
Estimated Cost Put to Tender (ECPT) (in Rs.)	Rs. 500 Cr. (Rupees Fifty Hundred Crore Only)
Period for completion	24 (Twenty Four) Calendar months
Earnest Money Deposit	Rs. 5.00 Crore (Rupees Five Crore Only) Bank Details of BCA. are provided herewith for the purpose of preparation of Bank Guarantee only: Name of Beneficiary: BCA Bank:

	<p>Current A/C No. :</p> <p>IFSCCode:</p> <p>Validity of EMD in terms of Bank Guarantee shall be minimum period of 180 (One Hundred Eighty) days from the last day of submission of tender/bid.</p>
Non-refundable cost of Tender document	Rs. 25,000/- (Rupees Twenty Five Thousand Only) + GST @ 18.00% in the shape of Demand Draft in favour of “<i>Bihar Cricket Association</i>”, payable at Bihar
Non-refundable cost of Tender processing fee	Rs. 25000+GST/- (Rupees Five Thousand and GST only) through e-payment gateway
Last date & time of submission of Tender	Upto 17.08.2025 by 15:00 hrs (IST)
Period during which hard copy in original of EMD, Cost of Tender Document, tender processing fee, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor and other document as per NIT shall be submitted.	<p>Before and up to 15:00 hrs. on 19.08.2025 at BCA, BCA office, 45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013</p> <p>(Tel: 0612-2210101/02, Fax-2210103, Web:-http://BCA.in, E-mail:mdBCA@gmail.com)</p>
Date & Time of Opening of Technical Tender	19.08.2025 at 16:00 hrs.
Date & Time of Opening of Financial Tender	Shall be opened either at the Bid opening or at a subsequent date to be intimated in advance to such eligible Bidders.
Validity of offer	180 (One Hundred Eighty) days from the last date of submission of bid/ tender
Pre-tender Meeting & Venue	<p>30.07.2025 at 11:00 hrs at BCA, BCA office, 45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013 and through online as notified by department later.</p> <p>A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.</p>

The tender document can be downloaded from website <https://biharcricкетassociation.com> “Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

- i) Joint-venture / consortia of firms / companies shall not be allowed and the bidder should meet the eligibility criteria themselves individually.
- ii) (I) Should have satisfactorily completed the following works during Seven (7) years ending previous day of last date of submission of tenders:
 - a. *Three *Similar completed works each costing not less than 40% of the estimated cost put to tender.*
OR
 - b. *Two *Similar completed works each costing not less than 60% of the estimated cost put to tender.*
OR
 - c. *One *Similar completed work costing not less than 80% of the estimated cost put to tender.*

*** “Similar Work” shall mean “ Construction of Sports Stadium of fixed seating capacity of Minimum 20000 in last 07 years** including all civil works, internal water supply, sanitary installations, internal Electrical Installations and services i.e. Fire-Fighting, Fire Alarm, Substation, DG set, HVAC and Lifts etc. all executed under one composite agreement in India, either completed as part of above work or separately. If the work is completed outside India but funded by Government of India/any State Government/any Public Sector unit of either Central Government or state government shall be considered, if other specified requirements are fulfilled"

*Mumty and machine room shall not be considered as storey for this purpose

- ii) The past experience of similar nature of work should be in the name of the bidder and not in the name of associate company/ parent company/ Group Company/ subsidiary company etc. Past experience as part of a Joint Venture/Consortium/SPV (Special Purpose Vehicles) etc. shall also not be considered. Own works / work under the same management / own certification of the bidder shall not be considered for pre-qualification.
- iii) The past experience of similar nature of work should be supported by completion certificate(s) issued by the concerned organization. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- iv) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- vi) **Foreign Certificate:**
 - (a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly

signed & stamped, and affidavit to the correctness of the completion/experience certificates. The EPC/Contractor shall also submit the completion/experience certificates attested by the Indian Embassy/Consulate/High Commission in the respective country along with the bid.

In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate/High Commission in the respective country.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7(Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.

In case of non-submission of above information's by bidders, the outside India work shall not be considered for prequalification.

B. Financial Strength:

- i) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years ending 31st March 2025. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.
- ii) The value of annual turnover figures shall be brought to the level of the last Financial Year FY-2024-25 by enhancing the actual turnover figures at a simple rate of 7% per annum.
- iii) The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. Year in which no turnover is shown would also be considered for working out the average. In case a Company/Firm is less than 3 years old, then the average turnover shall be calculated taking the turnover for the year for which no data is provided as zero.
- iv) The bidders are required to upload and submit relevant pages of summarized Balance Sheet (Audited) with UDIN No. for last three years ending 31st March 2025.
- v) The turnover of the bidder on a standalone basis only shall be considered. The turnover of parent company/group company/subsidiaries or Consolidated Turnover shall not be considered.
- vi) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive financial years ending FY-2024-25. Balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited by the Chartered Accountant.

The P&L Statement of parent company/group company/subsidiaries shall

not be considered.

- vii) The bidders are required to upload and submit relevant pages of summarized Profit & Loss Account (Audited) with UDIN No. for last five years ending 31st March 2025.
- viii) **Solvency Certificate:** Bank Solvency Certificate issued from Nationalized or any Schedule Bank should be at least 40% of Estimated Cost of the Project put to tender (ECPT). *The certificate should have been issued within 6 months from original last date of the submission of the tender.*
- ix) Net Worth of the company /firm as on last day of the preceding financial year i.e., FY-2023-24, should be positive.

3.0 The intending tenderer must read the terms and conditions of BCA carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.

4.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted on the tender website after having digital signature by the bidder and after uploading all the requisite scanned documents.

5.0 Set of Contract/Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting tender
- b) Quoting Sheet for Tenderer
- c) Instructions to Tenderers (ITT) & General Conditions of Contract (GCC)
- d) Specific Conditions of Contract (SCC)
- e) Design Basis Report
- f) Technical Specifications
- g) List of approved makes of materials
- h) Tender Drawings along with Schedule of Finishes
- i) Payment Schedule
- j) Memorandum Annexure-I of NIT
- k) Acceptance of Tender Conditions (Annexure-II)
- l) Integrity pact (Annexure-III) (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
- m) Addendum/Corrigendum, if any- Duly signed by authorized person
- n) Pre-bid clarifications, if any

7.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards and Design Basis Report & scope of works given in the tender documents and not to stipulate any deviations. The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

8.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

- 9.0** When it is desired by BCA to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.
- 10.0** Contractor can upload documents in the form of PDF format.
- 11.0** Contractor is required to upload scanned copies of all the documents including valid GST registration certificate /EPF registration certificate/ ESIC registration certificate, PAN No. as stipulated in the tender document.
- 12.0** If the contractor is found ineligible after opening of tenders, or his tender is found invalid, cost of tender document and processing fee shall not be refunded.
- 13.0** Notwithstanding anything stated above, BCA reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in public interest and the overall interest of BCA. In case, tenderer's capabilities and capacities are not found satisfactory, BCA reserves the right to reject the tender.
- 14.0** The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within **3 days** from the date of uploading of Tender on website but latest by so as to reach BCA office not less than 2 days prior to the date of Pre-bid meeting (if to be held as per NIT). BCA will reply only those queries which are essentially required for submission of bids. BCA will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 3 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

15.0 Integrity Pact (For all contracts valuing Rs.1.00 Crores and above)

- 15.1** Integrity Pact duly signed by the tenderer shall be submitted. Any tender without uploading pre-signed integrity Pact shall be liable for rejection.
- 15.2** Independent External Monitors
- (i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
 - (ii) The Independent External Monitor(s) (IEMs) have been appointed by BCA in terms of Integrity Pact (IP)-Section 7, which forms part of the tenders/Contracts. The contact details of the Independent External Monitor (s) are posted on the BCA website link <https://biharcricicketassociation.com>

(iii) This panel is authorized to examine / consider all references made to it under this

tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between BCA and Contractor.

- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors etc. with confidentiality.

16.0 List of Documents to be scanned and sent through e-mail on the provided BCA e-mail id within the period of tender submission:

16.1 Technical Package:

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, is to be submitted in three parts.

A. Technical Package, Part-1: tender Fee / Processing Fee & EMD(Form-I).

This part shall consist of following: -

I. Original Non – Refundable tender Fee / Processing Fee: as per Table- I, on - email of BCA i.e., bca@biharcricketassociation.com. The Tender Fee / Processing Fee is non – refundable. Any cash submission of tender Fee / Processing Fee will be rejected.

II. Bid Security/Earnest Money Deposit: - as per Table- I, the amount up to Rs 5.00 Cr shall be paid online through the payment Gateway by net banking/RTGS or in the form of Bank Guarantee from any Scheduled Commercial Bank. Interested applicants are informed that tender submission process will not move onward if the Earnest money is not paid through available gateway of the tender portal. The EMD Fee is refundable. Any cash submission of the Earnest Money will be rejected.

a. The Bid Securities of Unsuccessful Bidders shall be discharged/ returned by Bihar Cricket Association, Bihar not later than 30 days after the expiration of the period of Bid Validity.

b. The Bid Security shall be forfeited if a Bidder withdraws his Bid during the period of Bid validity or in the case of the Successful Bidder, if he fails to submit the necessary performance security or fails to enter into the Contract within time limit specified in Schedule ‘F’.

c. The Bid Security of the Successful Bidder shall be returned after receipt of Performance Bank Guarantee.

B. Technical Package, Part-2: Should be submitted in original with scanned copy of documents to be uploaded online (Hardcopy and Scanned copy online)

a. Form A: Form of Bid along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.

b. Form E: Format for Power of Attorney for signing of proposal. In case Bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the Bid is duly signed and stamped by Managing Director / Partner / Proprietor.

c. Indemnity/ Undertaking/ Affidavits as per requirements (Form-F,H)

d. Form G: Original Affidavit as per format at Form ‘G’

- e. Form 'T-1' (Financial Information) – Annual Audited Financial Statements for the last five years (Audited balance sheets and Statement of Profit & Loss Account along with notes to accounts duly signed by Chartered Accountant shall be attached with this form for last five financial years).
- f. Form “T-2/1, T-2/2 & ~~T-2/3~~” (List of all works successfully completed during the last seven years)
- g. Form “T-3” (Performance Report of Similar Works)
- h. Form “T-4” (Structure and Organization)
- i. Form “T-6” (GST Registration Details)
- j. Copies of GST Registration or undertaking / EPF Registration/ PAN Number
- k. Integrity Pact and Agreement duly signed by the person authorized to sign the Bid on behalf of the Bidder. (Asper Performa given in GCC, Vol-2).
- l. All pages of the entire Corrigendum/ addendum (if any)/ pre Bid clarifications (if any) signed by the authorized person of the Bidder/Bidder
- m. All TDS Certificates of Private Sector Projects for the works executed in India.
- n. Any other document as specified in the Bid document.
- o. Form T1 – B: Self-Attested Bank Solvency Certificate from a nationalized bank or Scheduled Bank as per format at “Form T1-B”.
- p. Form “T-5” (TDS Details for Private Sector Projects for the works executed in India)
- q. Annexure I Power of Attorney for signing of Bid
- r. Annexure II Power of Attorney for Lead Member of {Joint Venture}
- s. Annexure III Joint Bidding Agreement for {Joint Venture}

The above listed documents in original are to be submitted in the envelope and marked clearly as Envelope No: 2 “**Technical Package**”.

Envelope No. 1 and Envelope No. 2 should be kept in one single sealed envelope superscribed with Name of the Bidder and Name of the e- tender should be submitted to **office of Chief Engineer**, Bihar Cricket Association.

16.2 Financial Package

The financial package (**VOLUME 7 –FINANCIAL BID**) should be submitted **OFFLINE** only. The quoted rates should include all costs associated with the Project including any out of pocket / mobilization expenses. Quoted rates shall include all prevailing taxes including Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies but excluding Goods and Services Tax till the last stipulated date for the receipt of tender including extensions if any. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be.

The Bidder must ensure to fill up rate against each item of Financial Bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO). In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Bihar Cricket Association as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.

16.3 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language only.

16.4 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the Bid document will also be deemed to be in Indian Rupees unless otherwise mentioned.

16.5 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, Bihar Cricket Association, may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form of a Bank Guarantee.

16.6 Format and Signing of Bid

- a. Bid documents (Technical package and financial package) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a Power of Attorney in original authorizing the person signing the documents.
- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

16.7 Sealing and Marking of Bids

- a. The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.6 mentioned above at Section-II (ITB) and also mentioned in the Checklist at Annexure - I in Volume I of the document.

Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non-compliance shall entail rejection of the Bid.

16.8 Submission of Bids

- a. The last date for submission of completed Bids is given in Notice Inviting e-Tender. Bihar Cricket Association, may at their discretion, extend this date, in which case all rights and obligations of the Bihar Cricket Association and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- b. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I, appended to this document shall be submitted by hand or through registered post or courier service at the address mentioned above. Bihar Cricket Association, shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

16.9 Bid Due Date

- a. Hard Copies of the Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- b. The Financial Bid to be submitted in a separate sealed envelope & List of documents to be scanned & sent to the official email id mentioned above as per Clause 16.1, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- c. Bihar Cricket Association may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

16.10 Late Bids

Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting Tender/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

16.11 Power of Attorney:

Bidders shall submit, along with Technical Package, a Power of Attorney, on a stamp paper of

appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with Bihar Cricket Association and act as the contact person. The format for the power of attorney shall be as per **Form E** of Bid Document Volume-I. In case Bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the 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.

In the event of tender being submitted by a Limited company or a corporation, it must be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The Bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

NOTE:

1. **The document submitted uploaded on the website by the bidders with the bids should be indexed and duly page numbered also.**
2. **All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation and are also liable for rejection.**
3. In case of non-submission of Cost of tender document and/or Demand Draft / Banker's Cheque/ Pay Order or Bank Guarantee against EMD, the bid shall be rejected summarily without seeking any further clarification.
4. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are needed to be checked carefully for its correctness before submission of tender. The bid shall be rejected outrightly in case of its non-submission, without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by BCA in this regard.
5. The bidders are advised to upload complete details with their bids as ***Technical Bid Evaluation*** will be done on the basis of documents uploaded on the website (BCA tender portal) by the bidders with the bids only. Please note no fresh document other than in the form of clarification/revision in respect of an already-submitted document shall be accepted after last date of submission of bids.
6. The information should be submitted in the prescribed performa. Bids with Incomplete/Ambiguous information are liable to be rejected.
7. Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GCC/NIT. In case, Bank Guarantee for EMD is not found to be a verbatim copy of the prescribed format, the bid will be liable for rejection.

17.0 All the uploaded documents shall be considered as duly signed by contractor/ authorized representative.

18.0 BCA reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. BCA does not bind itself to accept

lowest tender. The BCA reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by BCA after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by BCA on this account.

- 19.0** Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.
- 20.0** In case of any query, please contact General Manger (Projects), BCA during the Office hours & Further, any correspondence / clarifications these Email Id's: <https://biharcricicketassociation.com> can be used.

The completion certificates of the works, which will be submitted by the bidders with their bids are also verified form their respective clients by these BCA Email Id's: : <https://biharcricicketassociation.com> can be used.

Chief Executive Officer
BCA

Annexure-I**MEMORANDUM**

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause(s)
1)	Name of Work		Construction of Redevelopment of Moin-UI-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis
2)	Client/Owner		Bihar State Sports Authority, Bihar
3)	Type of Tender		Design & Engineering, Procurement Construction (EPC Contract)
4)	Earnest Money Deposit	NIT	Rs. 5 Crore (Rupees Five Crore Only)
5)	Estimated Cost Put to Tender	NIT	Rs. 500 Cr. (Rupees Five Hundred Crore Only)
6)	Time allowed for Completion of Work	NIT	Overall, 24 Calendar Months (Twenty Four Calendar Months)
7)	Mobilization Advance	CC / 4.0	10.00% (Ten Percent) of Contract Value.
8)	Interest Rate of Mobilization Advance	CC / 4.0	Simple Interest Rate of 10.00% (Ten Percent only) Per Annum
9)	Schedule of Rates applicable		Not Applicable
10)	Validity of Tender	ITT / 8.0	180 (One Hundred Eighty) days from the last day of submission of Tender
11)	Performance Guarantee	CC / 2.0	5.00 % (Five Percent Only) of contract value within 15 days from the issue of Letter of Award
12)	Security Deposit / Retention Money	CC/3.0	2.50 % (Two-point Five Percent Only) of the gross value of each running /final bill.
13)	Time allowed for starting the work	ITT/14.0	The date of start of contract shall be reckoned from 15 days after the date of issue of letter of Award.

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause(s)
14)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for all works except foundation.	CC / 6.0	Not Applicable
15)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for foundation work	CC / 6.0	Not Applicable
16)	Escalations	CC /10.0	Not Applicable.
17)	Recovery rate of work Force supplied by BCA to Contractor	<u>CC/71</u>	Not Applicable
18)	Defect Liability Period	CC/38.0	12 months from the date of taking over the works by the BCA or clients whichever is later.
19)	GREEN BUILDING RATING		THREE STAR RATING
20)	ENGINEER-IN-CHARGE		Chief Executive Officer (CEO), Bihar Cricket Association or his representative
21)	CONCILIATOR		Honorary Secretary, Bihar Cricket Association or his representative

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Section-2

INSTRUCTIONS TO TENDERER **(PAGE No. 13 to 34)**

Instructions to Tenderers (ITT)

1.0 BCA on behalf of Bihar State Sports Authority, Bihar invites tenders on Comprehensive Design, Engineering, procurement & Construction (EPC) basis open e- tender from experienced and eligible contractors for “Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis Construction (EPC) basis ”.

2.0 The work is estimated to cost **Rs. 500 crores**. This estimate, however, is given merely as a rough guide.

3.0 The tender document as uploaded can be seen on website <https://biharcricketassociation.com> and can be downloaded free of cost.

4.0 Earnest Money Deposit

Earnest Money Deposit of amount as mentioned in “NIT/ Memorandum (Annexure-I)” required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of BCA from any Scheduled Bank or Bank Guarantee from any Nationalized or all Commercial scheduled banks in the enclosed format. The EMD shall be valid for minimum period of **180 (One Hundred Eighty)** days from the last day of submission of Tender/bid. The EMD shall be scanned and uploaded to the tendering website within the period of tender submission and original should be deposited in office of BCA.

The EMD shall be payable to BCA without any condition(s), recourse or reservations.

- i) The Bid will be rejected by BCA as non-responsive and shall not be considered in case EMD is not received in Physical form.
- ii) The EMD of bidders other than L1 will be returned after award of work to L-1 bidder.
- iii) The EMD of the successful bidder will be discharged after the contractor has furnished the required acceptable performance guarantee.
- iv) No interest shall be paid by BCA on the EMD.
- v) The EMD may be forfeited:
 - a) if the bidder withdraws the bid after bid opening during the period of validity;
 - b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - c) Non acceptance of LOI/LOA, if and when placed
 - d) In the case of a successful bidder; if the bidder fails to Sign the Agreement within the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

- 5.0 Interested contractor who wish to participate in the tender has also to make following payments in the form of Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the tendering website within the period of tender submission:

Cost of Tender Document – **Rs. 25000/- (Twenty Thousand Only)** +GST @ 18.00% in the shape of Demand Draft in favour of "BCA ", payable at Patna ,Bihar

tender Processing Fee – **Rs. 5,310/- (Rupees Five Thousand Three Hundred and Ten only)** through e- payment only.

Demand Draft or Pay Order Banker's Cheque or Bank Guarantee against EMD, Cost of Tender Document and, tender Processing Fee online payment receipt, Affidavit for correctness of Documents /Information (**In original**). Financial Details (in Original) certified by the Chartered Accountant (In original), Certified Copy of Bank Solvency Certificate shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document and Cost of tender Processing Fee" with name of work and due date of opening of the tender also mentioned thereon.

- 6.0 The documents are to be submitted in the office of BCA before last date & time of submission of tender mentioned in the NIT.

The documents submitted shall be opened at 04.00 PM on the same day.

Online technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Tender Document and tender Processing Fee and other documents placed in the envelope are found in order. The Price tender of those tenderers whose documents found to be in order shall be opened. The date of opening of price tender shall be informed to the tenderer.

- 7.0 The tender submitted shall become invalid if:

- i) The tenderer is found ineligible.
- ii) The tenderer does not upload all the documents (including GST Registration) as stipulated in the tender document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

8.0 VALIDITY OF TENDER

The tender for the works shall remain open for acceptance for a period of **180 (One Hundred Eighty)** days from the date of opening of financial tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BCA, then the BCA shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.

9.0 ACCEPTANCE OF TENDER

BCA reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. BCA does not bind itself to accept the lowest tender. The BCA reserves the right to

award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by BCA after split up at the quoted/negotiated rates.

- 10.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 11.0 The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, and status/occupation with dated signatures.
- 12.0 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by BCA.
- 13.0 The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or concerned Zonal Office of the BCA. The contractor 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 of the officers in BCA. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under BCA.

For the purpose of operation of this clause a near relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.

- 14.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum - Annexure-I”, which shall be reckoned from the date of start.
- 15.0 Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 16.0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
- 17.0 The drawings with the tender documents are Tender Drawing and are indicative only.

18.0 **ADDENDAM/ CORRIGENDAM**

Addendam/Corrigendam to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.

19.0 SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the BCA at a later date.

20.0 ACCESS BY ROAD

Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of BCA or any other agencies/ contractors who may be engaged on the project site, free of cost.

Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

21.0 HANDING OVER & CLEARING OF SITE

- 21.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police or/and as per specification, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- 21.2 The efforts will be made by the BCA to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the BCA shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the BCA shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.
- 21.3 Old structures on the proposed site, if required, shall be demolished by the contractor properly at his own cost unless and otherwise mentioned elsewhere in the tender document. The useful material obtained from demolition of structures & services shall be the property of the owner/BCA and these materials shall be stacked in workmanship like at the place specified by the Engineer-in-charge.
- 21.4 Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be

incurred by contractor in this regards shall be deemed to be included in the quoted rates of the bill of quantity items and contractor shall not be entitled for any extra payment whatsoever in this regard.

- 21.5 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation.
- 21.6 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. BCA shall only assist the contractor for liaisoning in obtaining the approval from the concerned authorities.
- 21.7 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.

22.0 SCOPE OF WORK

- 22.1 The scope of work covered in this tender shall be as per the Design Basis Report & Scope of Work given in the tender documents, Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the drawings issued by BCA to be released as “GOOD FOR CONSTRUCTION” from time to time by the Engineer-in-charge of BCA and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.
- 22.2 The quantities of various items as entered in the “BILL OF QUANTITIES” are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause No. 6.0 of contract.

23.0 APPROVAL OF TEMPORARY / ENABLING WORKS

The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer-in-charge. All the equipments, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account.

24.0 CLARIFICATION AFTER TENDER SUBMISSION

Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the BCA and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, BCA will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.

25.0 ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy with regard to conditions of contract specifications, drawings, bill of quantities and rates quoted by the contractor and other documents forming part of the contract, the following shall prevail in order of precedence:

In case of Construction Contracts (EPC):

- i. The letter of Award along with statement of agreed variations and its enclosures, if any
- ii. Amendments to tender documents
- iii. Stage Payment Schedule
- iv. Special/Specific conditions of contract
- v. Design Basis Report
- vi. Technical specifications
- vii. Schedule of Finishes
- viii. Drawings – between the written description on the Drawings and the Specifications and Standards, the latter shall prevail and between the dimension scaled from the Drawings and its specific written dimension, the latter shall prevail;
- ix. The General Conditions of Contract
- x. CPWD/MORTH specifications
- xi. Relevant BIS Codes
- xii. Between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other clauses;

In general, between any value written in numerals and that in words, the latter shall prevail; and between two or more Clauses of a Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other clauses;

26. The benefits under the Govt. Policies (such as public procurement (preference to Make in India) order 2017 or any further revision at any later date) shall be available to the eligible bides on submitting relevant supporting documents.

Annexure - II

ACCEPTANCE OF TENDER CONDITIONS

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

BCA ,

Sub: Name of the work & NIT No.:

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this GCC/SCC carefully.
I/We have downloaded the following documents forming part of the tender document:
 - a) Notice Inviting tender
 - b) Quoting Sheet for Tenderer
 - c) Instructions to Tenderers & General Conditions of Contract
 - d) Technical Specifications (Vol-V)
 - e) DBR Vol IV
 - e) List of approved makes of materials
 - f) Tender Drawings (Page to)
 - h) Memorandum Annexure-I
 - j) Acceptance of Tender Conditions (Annexure-II)
 - k) Integrity pact (Annexure-III) (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
 - l) Form A: Form of Bid along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
 - m) Form E: Format for Power of Attorney for signing of proposal. In case Bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the Bid is duly signed and stamped by Managing Director / Partner / Proprietor.
 - n) Indemnity/ Undertaking/ Affidavits as per requirements (Form-F, H)
 - o) Form G: Original Affidavit as per format at Form 'G'
 - p) Form 'T-1'(Financial Information) – Annual Audited Financial Statements for the last five years (Audited balance sheets and Statement of Profit & Loss Account along with notes to accounts duly signed by Chartered Accountant shall be attached with this form for last five financial years.
 - q) Form “T-2/1, T-2/2 & T-2/3” (List of all works successfully completed during the last seven years)
 - r) Form “T-3” (Performance Report of Similar Works)
 - s) Form “T-4” (Structure and Organization)
 - t) Form “T-6” (GST Registration Details)
 - u) Copies of GST Registration or undertaking / EPF Registration/ PAN Number
 - v) Integrity Pact and Agreement duly signed by the person authorized to sign the Bid on behalf of the Bidder. (Asper Performa given in GCC, Vol-2).
 - w) All pages of the entire Corrigendum/ addendum (if any)/ pre Bid clarifications (if any) signed by the authorized person of the Bidder/Bidder

- x) All TDS Certificates of Private Sector Projects for the works executed in India.
 - y) Any other document as specified in the Bid document.
 - z) Form T1 – B: Self-Attested Bank Solvency Certificate from a nationalized bank or Scheduled Bank as per format at “Form T1-B”.
 - aa) Form “T-5” (TDS Details for Private Sector Projects for the works executed in India)
 - bb) Annexure I Power of Attorney for signing of Bid
 - cc) Annexure II Power of Attorney for Lead Member of {Joint Venture}
 - dd) Annexure III Joint Bidding Agreement for {Joint Venture}
 - ee) Addendum/Corrigendum, if any- Duly signed by authorized person u) Special/ Specific Conditions of Contract
 - v) Pre-bid clarifications, if any
- iv) I/we have uploaded the mandatory scanned documents such as cost of tender document, EMD, tender Processing Fee and other documents as per Notice Inviting tender AND I/We agree to pay the cost of tender document, EMD, e- Tender Processing Fee (only receipt/proof of online payment) and other documents in physical form in the form and manner as described in NIT/ITT.
- v) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay BCA, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- vi) If I/we fail to commence the work within 15 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Clause 82 of Clauses of Contract and/or I/we fail to submit performance guarantee as per Clause 02 of Clauses of Contract, I/we agree that BCA shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated _____

FORM – “A”

FORM OF BID

From (Bidder)

To
The Office of Chief Executive Officer,
Bihar Cricket Association

,

Name of Work: “Construction of Redevelopment of Moin-Ul-Haq Cricket Stadium at Patna, Bihar and their maintenance during Defect Liability Period on Engineering, Procurement and Construction (EPC) basis

Sir,

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etcetera and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold Bihar Cricket Association / executing agency responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. We submit the requisite certified solvency certificate and authorize Chief Engineer, BCA, BIHAR to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Chief Engineer, BCA, BIHAR to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of NINETY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
10. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of Bihar Cricket Association, BIHAR, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

12. We understand that you are not bound to accept the lowest or any Bid you may receive.
13. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
14. We submit the certificates in support of our suitability, technical knowledge and capability for having successfully completed the works.
15. (To be incorporated in Form of Bid by Joint Venture members)
- I/We believe that we/our {Joint Venture} satisfy(s) the Technical Capacity, Financial Capacity and meet(s) the requirements as specified in the Bid document.
 - I/ We declare that we/ any member of the {Joint Venture} or our/{Joint Venture member}, are not a member of any other Joint Venture submitting a Bid for the Project.
 - I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the {Joint Venture} or any of our/their {Joint Venture} member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any member of the {Joint Venture} or any of our/their {Joint Venture} member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of {Joint Venture} or against our CEO or any of our directors/ managers/ employees.
 - I/We, the {Joint Venture} agree and undertake to be jointly and severally liable for. all the obligations of the EPC Contractor under the Contract Agreement}.
 - I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 3/9/2016-DoD-II-B dated 28.09.2017 (Annexure V), a copy of which forms part of the Bid document
16. We enclose;
- All documents as per the checklist
 - Bank guarantee for Rs _____ (Rupees _____ only) issued by _____ (name of the bank) valid until _____ towards EMD.

- Note:
- The Appendix forms part of the Bid
 - Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this day of 2025

Signature

Name in the capacity of

duly authorized to sign Bids for and on behalf of

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to Bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date Seal of Bidder &
Signature(s) of Bidder(s)

APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful Bidder	5 percent of the total contract price to be deposited and balance 2.5% to be retained from the running bills. Also the additional Performance Guarantee for the unbalanced Bid, if any.
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii	Date for commencement of work	As per Schedule “F”
iii	Time for completion	24 months Plus One years Defect Liability Period to make good all the defects.
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC even as modified in Schedule F.
v.	Defects Liability Period from the date of issue of “Taking Over Certificate”	The defect liability period for the blocks/buildings and services completed in a phased manner, shall commence from such completion and shall be upto 36 months after the overall completion of project.
vi.	(a) Period of validity of Performance Guarantee	As per of GCC Clause 1.
	(b) Period of validity of Security Deposit	As per of GCC Clause 1A.

Signature
(Authorized Signatory)

Date.....

Name

Place.....

Address

FINANCIAL INFORMATION

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet, statement of Profit & Loss account along with notes to accounts for the last five years duly certified by the Chartered Accountant mentioning the firm registration number issued by ICAI along with the full address.

- i) **Gross Annual Turnover on construction works** for last three consecutive financial years ending **31.03.2024**

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2022-23	Rs.
2023-24	Rs.
2024-25	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Balance Sheet & Statement of Profit & Loss** for last five consecutive financial years ending **31.03.2025**

Financial Information in Rs. Equivalent		2020-21	2021-22	2022-23	2023-24	2024-25
1. Total Assets						
2. Current Assets						
3. Total Liabilities						
4. Current Liabilities						
5. Profit before Tax						
6. Profit after Tax						
7. Net Worth						
8. Bank solvency amount as mentioned in the bank solvency certificate (form "T- 1B")						

Note:

- In case of Bidders with Foreign Origin (Outside India), the financial years shall be as applicable for the respective countries i.e., 2021, 2022, 2023, 2024 and 2025 .
- Net Worth shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered
Accountant with Seal
FRN Number

Signature of Bidder.

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(SOLVENCY CERTIFICATE)**

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

(Signature)

For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, self-attested and
should have been issued within Six months from original last date of submission of
the Bid.

(2) In case of partnership firm, certificate should include names of all partners as
recorded with the bank.

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID

Name of the Bidder.....

S. No.	Details	
1.	Name of work / project and location	
2.	Owner/Client or sponsoring organization	
3.	Type of work (with respect to the eligibility criteria of this Bid)	
4.	Work Components [Please tick (√) in relevant box]	
a	RCC Framed Structure/Composite Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8	Total Built up area	
9	Cost of work on completion in Rs. Crores	
10	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending / in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back to back basis	

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

SIGNATURE OF BIDDER(S)
WITH STAMP

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

Note: -Copy of work Orders and Completion Certificates of the above works should also be submitted.

DETAILS OF ELIGIBLE WORKS COMPLETED ON EPC (TURNKEY) BASIS IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID

Name of the Bidder.....

S. No.	Details	
1.	Name of work / project and location ^{\$}	
2.	Owner/ Client or sponsoring organization	
3.	Type of work {with respect to the eligibility criteria of this Bid for EPC (Turnkey) basis}	
4.	Work Components [Please tick (✓) in relevant box]	
a	RCC Framed Structure/Composite Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8.	Total Built up area	
9.	Cost of work on completion in Rs. Crores	
10.	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending / in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back-to-back basis	

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

SIGNATURE OF BIDDER(S)
WITH STAMP

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

^{\$} Note: -Copy of work Orders and Completion Certificates of the above works should also be submitted.

FORM 'T-3'**PERFORMANCE REPORT OF WORKS ISSUED BY EMPLOYER REFERRED TO IN FORM-T-2/1&2**

1.	Name of work / Project & Location		
2.	Agreement No.		
3.	Name of Contractor		
4.	Estimated Cost (excluding of GST)		
5.	Tendered Cost (excluding of GST)		
6.	Date of Start		
7.	Date of completion		
	i)	Stipulated Date of Completion (as mentioned in work order)	
	ii)	Actual Date of Completion	
8.	i)	Whether case of levy of compensation for delay has been decided or not	Yes/ No.
	ii)	If decided, amount of compensation levied for delayed completion, if any.	
9.	Work Components [Please tick (✓) in relevant box]		
	a)	RCC Framed Structure/Composite Structure	
	b)	Finishing Works	
	c)	Water Supply and sanitary installation works	
	d)	External development and Drainage	
	e)	Electrical installations	
	f)	Firefighting Works	
	g)	LV Works	
	h)	Lifts	
	i)	HVAC Works	
10.	No. of basements		
11.	No. of storeys		
12.	Height of building		
13.	Total Built up area		
14.	Performance Report*		
	1) Quality of Work		Outstanding /Very Good/Good/Satisfactory/Poor
	2) Financial Soundness		Outstanding /Very Good/Good/Satisfactory/Poor
	3) Technical Proficiency		Outstanding /Very Good/Good/Satisfactory/Poor
	4) Resourcefulness		Outstanding /Very Good/Good/Satisfactory/Poor
	5) General Behaviour		Outstanding /Very Good/Good/Satisfactory/Poor

* The Tender Inviting Authority shall have the power to get checked the veracity of the report regarding quality as submitted in T3 & the report submitted by the authorized representative of Tender Evaluation Committee shall be final as regards to the quality of works.

Dated : _____

Executive Engineer or Equivalent

FORM T-4**STRUCTURE & ORGANIZATION**

1.	Name & Address of the Bidder		
2.	Telephone No. /Email id /Telex No./Fax No. (Information sent on this e mail shall be considered as postage sent by registered post)		
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 photo-copy).		
	ORGANIZATION/PLACE OF REGISTRATION		REGISTRATION No.
	1.		
	2.		
	3.		
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.		
6.	Designation of individuals authorized to act for the organization.		
7.	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.		
8.	Has the Bidder or any constituent partner in case of partnership firm/ limited company ever been convicted by the court of law? If so, give details.		
9.	In which field of Civil Engineering Construction, the Bidder has specialization and interest?		
10.	Any other information considered necessary but not included above.		

Signature of Bidder(s) with stamp

Form –“T-5”**TDS DETAILS FOR PRIVATE SECTOR PROJECTS FOR THE WORKS EXECUTED IN INDIA**

Sl. No.	Description	Details
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crores (excluding of GST)	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crores (excluding of GST)	
6.	Payments received as per TDS in Crores (excluding of GST)	
7.	TDS Corresponding to the payments	
8.	Year wise TDS as per form-26AS/Form 16A relating to the work.	

Note: Value of work done will be considered commensurate with value of TDS certificates.

In case of multiple contracts undertaken from a client, reconciliation for the TDS pertaining to the work mentioned above need to be segregated and reconciled with From- 26AS.

This form need to be supported with form-26AS taken in HTML format or Form -16A.

Signature of Chartered
Accountant with Seal
FRN No.

Signature of Bidder.

GST Registration Details

Sr. NO.	Description	Details
1.	Entity Name	
2.	Address (As per registration with GST)	
3.	City	
4.	Postal code	
5.	Region/State (complete state name)	
6.	Permanent account number(PAN No)	
7.	GSTN/ARN/UID/Provisional with ID No. (Copy of acknowledgement required)	
8.	Type of business (As per registration with GST)	
9.	Service accounting code/HS N Code	
10.	Contact Person	
11.	Phone Number and Mobile Number	
12.	Email -ID	
13.	Compliance Rating (If updated by GSTN)	

Signature of Bidder(s) with stamp

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF BIDDERS/ CONTRACTORS FOR ELIGIBILITY

	Bidders qualifying the initial criteria as set out in para 2.2 will be evaluated for following criteria by scoring method on the basis of details furnished by them.					
A	Financial strength (Form ‘T-1’ & ‘T-1B’)–				Maximum 20 marks	
B	Experience in similar nature of work during last seven years (Form ‘T- 2/1,2,3’)				Maximum 20 marks	
C	Performance on works (Form ‘T-3’) – Time over run				Maximum 20 marks	
D(1)	Performance on works (Form ‘T-3’) – Quality				Maximum 20 marks	
D(2)	Presentation by bidder				Maximum 20 marks	
	Total -				100 marks	
To become eligible for short listing, the Bidder must secure at least 50% or 60% marks (50% marks for projects costing less than 100 cr & 60 % marks for projects costing more than 100 cr) in each attribute and minimum 75% marks in aggregate.						
	ATTRIBUTES			EVALUATION		
(a)	Financial Strength (20 Marks)					
	Average Annual Turnover (16 Marks)			(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimumeligibility criteria or more In between (i) & (ii) – on pro rata basis		
	Solvency Certificate (4 Marks)			(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimumeligibility criteria or more In between (i) & (ii) – on pro rata basis		
(b)	Experience of similar class of works (20 marks)			(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimumeligibility criteria or more In between (i) & (ii) – on pro rata basis		
(c)	Performance on works (Time over run) (20 Marks)					
	Parameter	Calculation for Point		Score		Maximum Points
	If TOR= AT/ ST		1.0	2.0	3.0	>3.50
	(i) Without Levy of compensation		20	15	10	10
	(ii) With Levy of compensation		20	5	0	-5
	(iii) Levy of compensation not decided		20	10	0	0
	TOR = AT/ ST, where AT = Actual Time; ST = Stipulated Time sanctioned extension of time, if any.					

	Note: - Marks for value in between the stages indicated above is to be determined by straight line variation method.
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(d) (i)	Performance of Works (Quality) (20 Marks)**	Performance	Marks
		Outstanding	20
		Very Good	17.5
		Good	15
		Satisfactory	12.5
		Poor	0
(d)(ii)	Presentation by bidder (20 Marks)**	10 Marks	i. Work completed by the bidder in multi discipline areas & particular experience.
		05 Marks	ii. Innovative technology & methodology proposed by the bidder for the said project.
		05 Marks	iii. Work program proposed by bidder (resource based) along with proposed key personnel (as per clause 32 of GCC) for the said project.

**** For projects costing more than Rs. 400 crores.**

Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 50 crores to 100 crores

Name of Firm: M/s

Name of the Proposed Work: Construction of..... in Bihar, India on EPC Mode.

Cost of the Proposed Project without GST (x) = Crores

80% of the Proposed Project Cost without GST (a)= crores

50% of the Proposed Project Cost without GST (b)=crores

40% of the Proposed Project Cost without GST (c)= crores

A. **Marks for Financial Strength (Max. Marks: 20):**

- **Average Annual Turnover on construction works (Max. 16 Marks) (past 03 financial years) (y) : Crores**
Whether Average annual turnover is more than 50% of the project cost?

a. If No, the bidder is **Non-responsive**.

b. If Yes:

Case (i): If Average Annual Turnover for last 03 years= 50% of the Project Cost

Marks for average annual turnover $M_T = 16 * 50\% = 8$ Marks

Case (ii): If 50% of the Project Cost < Average Annual Turnover for last 03 years < Project Cost

Marks for average annual turnover $M_T = (8) + \frac{(y-b)*(16-8)}{b}$

Case (iii): If Average Annual Turnover for last 03 years \geq Project Cost

Marks for average annual turnover $M_T = 16$ Marks

- **Solvency of the firm (as mentioned on solvency certificate not older than 06 months) (Max. 4 marks)**
(z)=.....crores

Whether solvency is more than 40% of the project cost?

a. If No, the bidder is **Non-responsive**.

b. If Yes:

Case (i): If Solvency (z) = 40% of the Project Cost (c)

Marks for Solvency $M_S = 50\%$ of 4 Marks= 2 Marks

Case (ii): If 40% of the Project Cost (c) < Solvency (z) < 80% of the Project Cost (a)

Marks for Solvency $M_S = 2 + \frac{(z-c)*(4-2)}{(a-c)}$

Case (iii): If Solvency (z) \geq 80% of the Project Cost (a)

Marks for Solvency $M_S = 4$ Marks

Total Marks for Financial Strength $M_1 = M_T + M_S$

If M_1 is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

➤ **Project Experiences (only building projects to be considered):**

For each completed and handed over projects the following calculations should be done:

Cost of the Project (without GST)= crore

Date of Commencement: dd/mm/yyyy

Stipulated Date of Completion: dd/mm/yyyy

Date of Completion of Project: dd/mm/yyyy

Bid due date: dd/mm/yyyy

Number of years after completion (n) = (Bid Due Date- Date of Completion of Project)/365

Escalated Cost $C_E = \text{Cost of the Project without GST} * (1+n*0.07)$

Note: If escalated cost (C_E) is more than 40% of the Cost of Proposed Work, only in that case Work Experience is to be considered for further evaluation.

B. Marks for Experience in Similar Class of Works (Max. marks 20):

- For each experience of completed work in 40% category (40% of cost of proposed work $\leq C_E < 50\%$ of cost of proposed work) $\{(10/3)=3.33\}$ marks are to be awarded for each experience in 40% category.
- For each experience of completed work in 50% category (50% of cost of proposed work $\leq C_E < 80\%$ of cost of proposed work) 5 marks are to be awarded for each experience in 50% category.
- For each experience of completed work in 80% category (80% of cost of proposed work $\leq C_E$) 10 marks are to be awarded for each experience in 80% category.

Note: The works which are completed to the extent of 80% physical progress shall be considered as substantially completed shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents. The certificate for Substantial completion of project/work shall contain two parts, i.e.: Part I shall contain 'Financial value of work done' & Part II shall contain 'Certificate of functional completion of Project/work.'

Total Marks for Experience in Similar Nature of Work, M_2 = (Sum of the marks obtained for each experience from above marking scheme.)

If M_2 is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

C. Calculation of Marks for Performance on Works (Time Over Run) (Max. marks 20)

(These calculations are to be done only for those projects which are to be considered for evaluation)

➤ Marks for performance on Works (Time Over Run) for substantially completed works:

Stipulated Time of Completion (ST) = (Stipulated date of Completion – Date of Commencement of Work)

Stipulated date of completion = date of completion + Extension of Time granted (if any)

Note: Extension of time granted (if any) should be clearly mentioned in the certificate issued by employer.

Actual Time of Completion (AT) = (Actual date of Completion – Date of Commencement of Work)

TOR = AT/ST

Case (i) If the project was handed over without levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 10.00$

Case (ii) If the project was handed over with levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR \geq 2.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-5)}{(2-1)}$
- If $2 > TOR \geq 3.50$, Marks for performance on works $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If $TOR > 3.50$, Marks for performance on works (Time over run) $M_{TOR} = -5.00$

Case (iii) If the levy of compensation is not yet decided (work completed, EOT and Levy of Compensation under active consideration of employer or if final Bill yet to be finalized by the department):

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 0.00$

➤ Marks for performance on Works (Time Over Run) for substantially completed works (for the cases where there is no critical/noteworthy hindrance in completion of balance work.):

Stipulated Time of Completion (ST) = Duration of Project Completion * Physical Progress Percentage / 100

Actual Time of Completion (AT) = (Date of issuance of substantial completion certificate – Date of Commencement of Work)

TOR = AT/ST

Case (i) Without levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 10.00$

Case (ii) With levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR \geq 2.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-)}{(2-1)}$
- If $2 > TOR = 3.50$, Marks for performance on works $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If $TOR > 3.50$, Marks for performance on works (Time over run) $M_{TOR} = -5.00$

Case (iii) Levy of compensation is not yet decided:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 0.00$

Marks for Performance on Works (Time Over Run) M_3 = (Average of the marks for Performance On Works (Time Over Run) calculated for each project to be considered for evaluation.)

If M_3 is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

D. Calculation of Marks for Performance on Works (Quality) (Max. marks 40)

- Marks for Performance on Works (Quality) M_Q = **40.00 Marks** for “Outstanding”
35.00 Marks for “Very Good”
30.00 Marks for “Good”
25.00 Marks for “Satisfactory”
00.00 Marks for “Poor”

Marks for Performance on Works (Quality) M_4 = (Average of the marks for Performance On Works (Quality) calculated for each project to be considered for evaluation.)

If M_4 is less than 20 marks (50% of 40 Marks), bidder is **non-responsive**.

➤ Total Marks Obtained by the bidder (M) = ($M_1 + M_2 + M_3 + M_4$)

If M is equal to or greater than 75 Marks and scores at-least 50% marks in each attribute i.e. Financial Strength, Experience in Similar Nature of Work, Performance on Works (Time over Run) and Performance on Works (Quality) only in that case the bidder is declared Responsive with respect to the marks obtained.

Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 100 crores and above

Name of Firm: M/s

Name of the Proposed Work: Construction of..... in Bihar, India on EPC Mode.

Cost of the Proposed Project without GST (x) = Crores

80% of the Proposed Project Cost without GST (a)= crores

50% of the Proposed Project Cost without GST (b)=crores

40% of the Proposed Project Cost without GST (c)= crores

A. **Marks for Financial Strength (Max Marks: 20):**

- **Average Annual Turnover on construction works (Max. 16 Marks) (past 03 financial years) (y) : Crores**
Whether Average annual turnover is more than 50% of the project cost?

b. If No, the bidder is **Non-responsive**.

c. If Yes:

Case (i): If Average Annual Turnover for last 03 years= 50% of the Project Cost

Marks for average annual turnover $M_T = 16 * 60\% = 9.6$ Marks

Case (ii): If 50% of the Project Cost < Average Annual Turnover for last 03 years < Project Cost

Marks for average annual turnover $M_T = 9.6 + \frac{(y-b)*(16-9.6)}{b}$

Case (iii): If Average Annual Turnover for last 03 years \geq Project Cost

Marks for average annual turnover $M_T = 16$ Marks

- **Solvency of the firm (as mentioned on solvency certificate not older than 06 months) (Max. 4 marks) (z)=.....crores**
Whether solvency is more than 40% of the project cost?

a. If No, the bidder is **Non-responsive**.

b. If Yes:

Case (i): If Solvency (z) = 40% of the Project Cost (c)

Marks for Solvency $M_S = 60\%$ of 4 Marks= 2.4 Marks

Case (ii): If 40% of the Project Cost (c) < Solvency (z) < 80% of the Project Cost (a)

Marks for Solvency $M_S = 2.4 + \frac{(z-c)*(4-2.4)}{(a-c)}$

Case (iii): If Solvency (z) \geq 80% of the Project Cost (a)

Marks for Solvency $M_S = 4$ Marks

Total Marks for Financial Strength $M_1 = M_T + M_S$

If M_1 is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

➤ **Project Experiences (only building projects to be considered):**

For each completed and handed over projects the following calculations should be done:

Cost of the Project (without GST)= crore

Date of Commencement: dd/mm/yyyy

Stipulated Date of Completion: dd/mm/yyyy

Date of Completion of Project: dd/mm/yyyy

Bid due date: dd/mm/yyyy

Number of years after completion (n) = (Bid Due Date- Date of Completion of Project)/365

Escalated Cost $C_E = \text{Cost of the Project without GST} * (1+n*0.07)$

Note: If escalated cost (C_E) is more than 40% of the Cost of Proposed Work, only in that case Work Experience is to be considered for further evaluation.

B. Marks for Experience in Similar Class of Works (Max. marks 20):

- For each experience of completed work in 40% category (40% of cost of proposed work $\leq C_E < 50\%$ of cost of proposed work) 4 marks are to be awarded for each experience upto three such projects (12 marks for 03 projects) and afterwards 2.66 marks for each experience in 40% category.
- For each experience of completed work in 50% category (50% of cost of proposed work $\leq C_E < 80\%$ of cost of proposed work) 6 marks are to be awarded for each experience upto two such projects (12 marks for 02 projects) and afterwards 4.00 marks for each experience in 50% category.
- For each experience of completed work in 80% category (80% of cost of proposed work $\leq C_E$) 12 marks are to be awarded for first experience and afterwards 8 marks for each experience in 80% category.

Note: The works which are completed to the extent of 80% physical progress shall be considered as substantially completed shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents. The certificate for Substantial completion of project/work shall contain two parts, i.e.: Part I shall contain 'Financial value of work done' & Part II shall contain 'Certificate of functional completion of Project/work.'

Total Marks for Experience in Similar Nature of Work, M_2 = (Sum of the marks obtained for each experience from above marking scheme.)

If M_2 is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

C. Calculation of Marks for Performance on Works (Time Over Run) (Max. marks 20)

(These calculations are to be done only for those projects which are to be considered for evaluation)

➤ Marks for performance on Works (Time Over Run) for substantially completed works:

Stipulated Time of Completion (**ST**) = (Stipulated date of Completion – Date of Commencement of Work)

Stipulated date of completion = date of completion + Extension of Time granted (if any)

Note: Extension of time granted (if any) should be clearly mentioned in the certificate issued by employer.

Actual Time of Completion (**AT**) = (Actual date of Completion – Date of Commencement of Work)

TOR = AT/ST

Case (i) If the project was handed over without levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1) \times (20-10)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 10.00$

Case (ii) If the project was handed over with levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR \geq 2.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1) \times (20-5)}{(2-1)}$
- If $2 > TOR = 3.50$, Marks for performance on works $M_{TOR} = 5 - \frac{(TOR-2) \times (5+5)}{(3.5-2)}$
- If $TOR > 3.50$, Marks for performance on works (Time over run) $M_{TOR} = -5.00$

Case (iii) If the levy of compensation is not yet decided (work completed, EOT and Levy of Compensation under active consideration of employer or if final Bill yet to be finalized by the department):

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1) \times (20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 0.00$

➤ Marks for performance on Works (Time Over Run) for substantially completed works (for the cases where there is no critical/noteworthy hindrance in completion of balance work.):

Stipulated Time of Completion (**ST**) = Duration of Project Completion * Physical Progress Percentage / 100

Actual Time of Completion (**AT**) = (Date of issuance of substantial completion certificate – Date of Commencement of Work)

TOR= AT/ST

Case (i) Without levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR}=20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR}= 20 - \frac{(TOR-1)*(20-10)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR}=10.00$

Case (ii) With levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR}=20.00$
- If $1 > TOR \geq 2.00$, Marks for performance on works $M_{TOR}= 20 - \frac{(TOR-1)*(20-5)}{(2-1)}$
- If $2 > TOR = 3.50$, Marks for performance on works $M_{TOR}= 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If $TOR > 3.50$, Marks for performance on works (Time over run) $M_{TOR}=-5.00$

Case (iii) Levy of compensation is not yet decided:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR}=20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR}= 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR}=0.00$

Marks for Performance on Works (Time Over Run) M_3 = (Average of the marks for Performance On Works (Time Over Run) calculated for each project to be considered for evaluation.)

If M_3 is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

D. Calculation of Marks for Performance on Works (Quality) (Max. marks 40)

- Marks for Performance on Works (Quality) M_Q = **40.00 Marks** for “Outstanding”
35.00 Marks for “Very Good”
30.00 Marks for “Good”
25.00 Marks for “Satisfactory”
00.00 Marks for “Poor”

Marks for Performance on Works (Quality) M_4 = (Average of the marks for Performance On Works (Quality) calculated for each project to be considered for evaluation.)

If M_4 is less than 24 marks (60% of 40 Marks), bidder is **non-responsive**.

➤ Total Marks Obtained by the bidder (M)= ($M_1+M_2+M_3+M_4$)

If M is equal to or greater than 75 Marks and scores at-least 60% marks in each attribute i.e. Financial Strength, Experience in Similar Nature of Work, Performance on Works (Time over Run) and Performance on Works (Quality) only in that case the bidder is declared Responsive with respect to the marks obtained.

FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND/eBG)

WHEREAS, Bidder.....(Name of Bidder) (herein after called "the Bidder") has submitted his Bid dated(date) **at district, Bihar, India" on EPC Mode** (Name of work) (herein after called "the Bidder")

KNOW ALL PEOPLE by these presents that we(Name of bank) having our registered office at..... (herein after called "the Bank") are bound unto **in the sum of Rs.** (Rs. in words.....) for which payment well and truly to be made to the said, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of

2. THE CONDITIONS of this obligation are:

- (1) If after Bid opening of Bid; the Bidder withdraws, his Bid during the period of validity of Bid (including extended validity of Bid) specified in the Form of Bid;
- (2) If the Bidder having been notified of the acceptance of his Bid by the
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Bid document and Instructions to Bidder,

We undertake to pay to the either up to the above amount or part thereof upon receipt of his first written demand, without the having to substantiate his demand, provided that in his demand the will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date (*) after the deadline for submission of Bid as such deadline is stated in the Instructions to Bidder or as it may be extended by the, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

WITNESS

(SIGNATURE, NAME AND ADDRESS)

SIGNATURE OF THE BANK

SEAL

(*) Date to be worked out on the basis of validity period of months from the last date of uploading the Bid.

(On Required Non Judicial Stamp Paper)**FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

The Employer's Representative

Dear Sir,

In consideration of the "**Construction of....., India**" on EPC Basis having awarded to M/s (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of

_____ a Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees only) amounting to Rs. _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and the executing agency i.e. BCA, BIHAR) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. (Rupees only).
2. We _____ Bank further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for

all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of .
8. **This guarantee is valid till _____(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We _____the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____(Rupees _____) and this guarantee shall remain in force till _____and unless a claim is made on us within 3 months from that date, that is before _____all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 2023 For and on behalf of Bank.

Issued under seal:

Form D**FORM OF AGREEMENT**

This agreement is made at ----- on the ---- day of----- 2025 between Governor of represented through ----- (Employer/Representative of Employer of Working Agency BCA, BIHAR), Government of (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the First Part.

----- (The officer not below the rank of Deputy Secretary of the Client Department) Government of (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the Second Part.

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, through ----- (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns in office) of the Third Part.

Whereas Working Agency (hereafter referred to as "(BCA, BIHAR)," is desirous that certain works should be executed, for "-----" At , , INDIA" on EPC Basis (hereinafter called "The Project") and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume – 1 (NIT & ITB)

Volume – 2 General Conditions of Contract (GCC)

Volume – 3 – Specific Conditions of Contract (SCC)

Volume – 4 – Design Basis Report (DBR)

Volume – 5 Technical Specifications

Volume – 6 (Tender Drawings)

Volume – 7 (Financial Bid)

All the correspondence till award of contract i.e. addendum, LOA etcetera Technical and Financial Bids submitted by Bidder.

3. In consideration of the payment to be made by Executing Agency (hereafter referred to as Working Agency "(BCA, BIHAR) to the Contractor as hereinafter mentioned, the Contractor hereby covenants with ----- to executed and complete the Project by and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. Executing Agency (hereafter referred to as Working Agency "(BCA, BIHAR) hereby

covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs.....
only) being the sum stated in the letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor	For and on behalf of the Governor of (Working Agency) (Seal)	For and on behalf of the Governor of (Client Department) (Seal)
Signature of the authorized official	Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said	By the Said
on behalf of the Contractor:	on behalf of the Government of	on behalf of the Government of
in the presence of: Witness Name _____ Address _____ _____	in the presence of: Witness Name _____ Address _____ _____	in the presence of: Witness Name _____ Address _____ _____

Form E (without JV Format)

**FORMAT FOR POWER OF ATTORNEY FOR
SIGNING OF PROPOSAL (Authorized Signatory)**

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with__ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

FORM - F

UNDERTAKING (FOR SPECIALIZED AGENCY)
(On a Rs 100/- non judicial stamp paper duly notarized)

We do hereby undertake to engage a specialized agency after approval of executing agency for undertaking the execution of specialized works whose minimum qualification shall be as under:

For Specialized works viz. HVAC System, STP, Lift, Fire Fighting, Solar PV System:

II. For Specialized works viz STP, Substation works etc

Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a. HVAC: One similar work having individual Chiller capacity not less than 600 TR
OR Two similar works having individual Chiller capacity not less than 250 TR.
- b. STP: One similar work having capacity not less than 300 KLD SBR based STP OR
Two similar works each having capacity not less than 150 KLD SBR based STP.
- c. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one no. of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etcetera in a campus comprising of business/ institutional/ residential/ educational/ assembly buildings as classified in NBC.
- d. For Lifts works: For Lifts, associated agency shall be as per the approved makes.
- e. DG Set: One similar work having individual DG capacity not less than 900 KVA OR Two similar works having individual DG capacity not less than 600 KVA.
- f. Sub station : One similar work having individual transformer capacity not less than 2000 KVA or Two similar works having individual transformer capacity not less than 1200 KVA

III. For specialized works as mentioned below approval from Engineer-in- Charge shall be sought before commencement of work:-

- i. Audio Visual System.
- ii. WTP (Water Treatment Plant)
- iii. LV works like Access Control System, LAN, IPBAX, CCTV, Fire Alarm & Detection, Public Address, solar voltaic power generation system, Boom Barrier, etc(Only Civil and MEP works)
- iv. Any other specialized works specified in Tender.

IV. For all other specialized works, for which the contractor intend to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency and should comply to the CVC guidelines for similar work.

(Authorized Signatory of Bidder)

AFFIDAVIT**(On a Rs 100/- non judicial stamp paper duly notarized)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certificate our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmers that M/s _____ does not stand blacklisted/debarred/penalized by any government agency or public sector undertaking or judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Bihar Cricket Association , .
6. The undersigned undertake that 'I/We have not altered/ modified the financial Bid attached in the tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the Bihar Cricket Association , shall have the right to reject our Bid'.

Signed by an Authorised
Officer of the Bidder

Form-“H”

UNDERTAKING

(On a Rs 100/- non judicial stamp paper duly notarized)

We do hereby indemnify Bihar Cricket Association / executing agency, against all penal action that may be levied/ affected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorised
Officer of the Bidder

FORM-J

(On Rs 100/- Non Judicial Stamp papers)

FORM FOR BIDDER'S BIDDING CAPACITY**Name of the Firm / Bidder: -.....****Name of Work:- "Construction of,
India" on EPC Basis.**

Bidders who inter alia meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.4). The available BID capacity will be calculated as per following,

$$\text{Bidding Capacity} = (A * N * M - B + C)$$

Where,

A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The projects include turnkey project/Item rate contract/ Construction works.

N=Number of years prescribed for completion of work for which Bid is invited.

M= Multiplying factor **2.5**

B= Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which Appointed Date/Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.

C= The amount of bonus received, if any, in Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below)

Note:

1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects or Concessionaire/ Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.
2. The amount of bonus received, if any, in Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects.
3. The factor for the year for updatation to the price level is indicated as under:

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Updation factor	1.00	1.05	1.10	1.15	1.20

SIGNATURE OF CHARTERED ACCOUNTANT
(WITH STAMP & UDIN)

SIGNATURE (S) OF BIDDER(S)
(WITH STAMP)

PROJECT UNDER EXECUTION

S. No.	Details	
1.	Name of work / project and location	
2.	Owner or sponsoring organization	
3.	Cost of work in Rs. (in Crores)	
4.	Date of commencement as per contract	
5.	Stipulated date of completion	
6.	Up to Date % Financial Progress	
7.	Value of Balance Commitment to Complete work till Period for which Bid Invited (Crore)	
8.	Slow progress if any and reasons thereof	
9.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be Made	
10.	Remarks	

It is to undertake that above is the total list of works under progress and information furnished is true and nothing has been hiding. Further that, if such a violation comes for hiding information or incorrect information to the notice of Department, then I/we shall be debarred for Bidding in Bihar Cricket Association in future forever.

Note:

- 1- In Row No 6 above, only the percentage of financial progress shall be mentioned. In substantiation of financial progress, the Bidder shall submit the statement of up-to-date payment made against each work, obtained from the Executive Engineer/Project Manager in charge of the work or by the chartered accountant.

SIGNATURE OF CHARTERED ACCOUNTANT
(WITH STAMP & UDIN)

SIGNATURE (S) OF BIDDER(S)
(WITH STAMP)

Annexure I (With JV Format)**Format for Power of Attorney for signing of Bid**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our {**Joint Venture**} and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project proposed or being developed by the (the "**Employer/Tender inviting Authorities**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre Bid and other conferences and providing information/ responses to the Employer/Tender inviting Authorities, representing us in all matters before the Employer/Tender inviting Authorities, signing and execution of all contracts including the EPC agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer/Tender inviting Authorities in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Employer/Tender inviting Authorities.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For.....
(Signature, name, designation and address) of
person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of

Witnesses: Partnership firm

1.

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable) (Signature Name
and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:-

- ~~The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.~~
- ~~Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in~~

~~favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.~~

- ~~■ For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.~~

~~**Note:** Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there~~

Format for Power of Attorney for Lead Member of {Joint Venture}

Whereas the (the “Employer/Tender inviting Authorities”) has invited Bids for the (the “Project”).

Whereas,, and (collectively the “{Joint Venture}”) being Members of the {Joint Venture} are interested in Bidding for the Project in accordance with the terms and conditions of the Bid Document and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the {Joint Venture} to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the {Joint Venture}, all acts, deeds and things as may be necessary in connection with the {Joint Venture} Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at

....., being one of the Members of the {Joint Venture}, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the {Joint Venture} and any one of us during the Bidding process and, in the event the {Joint Venture} is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the {Joint Venture}, all or any of such acts, deeds or things as are necessary or required or incidental to the pre qualification of the {Joint Venture} and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing bank Guarantee for Bid security and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the {Joint Venture} and generally to represent the {Joint Venture} in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the {Joint Venture} Bid for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ {Joint Venture}.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For	For	For
(Signature)	(Signature)	(Signature)
.....
(Name & Title)	(Name & Title)	(Name & Title)

(Executants)

(To be executed by all the Members of the {Joint Venture})

Witnesses:-

- 1.
- 2.

Notes:

- ~~■ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.~~
- ~~■ Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.~~
- ~~■ For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.~~

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

~~Annexure III~~

~~Format for Joint Bidding Agreement for {Joint Venture}~~

~~(To be executed on Stamp paper of appropriate value)~~

~~THIS JOINT BIDDING AGREEMENT is entered into on this the..... day of..... 20.....~~

~~AMONGST~~

~~1. {..... Limited, and having its registered office at } (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)~~

~~AND~~

~~2. {..... Limited, having its registered office at } and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)~~

~~AND~~

~~3. {..... Limited, and having its registered office at } (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)~~

~~The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”~~

~~WHEREAS,~~

- ~~(A) The Governor of represented by the (hereinafter referred to as the “Employer/Tender inviting Authorities” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “Employer/Tender inviting Authorities”), having its principal office at office of is engaged in the development of related infrastructure in , and as part of this endeavour, has invited Bids (the “Bids”) by its Request for Proposal No. dated (the “BID DOCUMENT”) for award of contract for undertaking the (the “Project”) through an Engineering, Procurement and Construction (the “EPC”) Contract.~~
- ~~(B) The Parties are interested in jointly Bidding for the Project as members of a {Joint Venture} and in accordance with the terms and conditions of the BID DOCUMENT document and other Bid documents in respect of the Project, and~~
- ~~(C) It is a necessary condition under the Bid Document document that the members of the {Joint Venture} shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.~~

~~NOW IT IS HEREBY AGREED as follows:~~

~~1. Definitions and Interpretations~~

~~In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid Document.~~

~~2. {Joint Venture}~~

~~2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “{Joint Venture}”) for the purposes of jointly participating in the Bidding Process for the Project.~~

~~2.2 The Parties hereby undertake to participate in the Bidding Process only through this {Joint Venture} and not individually and/ or through any other {Joint Venture} constituted for this Project, either directly or indirectly.~~

~~3. Covenants~~

~~The Parties hereby undertake that in the event the {Joint Venture} is declared the Selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Employer for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.~~

~~4. Role of the Parties~~

~~The Parties hereby undertake to perform the roles and responsibilities as described below:~~

- ~~(a) Party of the First Part shall be the Lead member of the { Joint Venture} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the {Consortium/Joint Venture} during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;~~
- ~~(b) Party of the Second Part shall be {the member of the Joint Venture}; and~~
- ~~(c) Party of the Third Part shall be {the member of the Joint Venture.}~~

~~5. Joint and Several Liability~~

~~The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Document and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.~~

~~6. Share of work in the Project~~

~~The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:~~

~~{First Party;}~~
~~{Second Party;}~~
~~{Third Party;}~~

~~Further, the Lead Member shall itself undertake and perform at least 50 (fifty) per cent of the works as per the draft EPC Agreement if the Contract is allocated to the { Joint Venture}~~

~~7. Representation of the Parties~~

~~Each Party represents to the other Parties as of the date of this Agreement that:~~

- ~~(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;~~
- ~~(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement~~

~~for the delegation of power and authority to execute this Agreement on behalf of the {Joint Venture} Member is annexed to this Agreement, and will not, to the best of its knowledge:~~

- ~~(i) require any consent or approval not already obtained;~~
- ~~(ii) violate any Applicable Law presently in effect and having applicability to it;~~
- ~~(iii) violate the memorandum and articles of association, by laws or other applicable organizational documents thereof;~~
- ~~(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or~~
- ~~(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;~~
- ~~(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and~~
- ~~(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.~~

8. ~~Termination~~

~~This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {Joint Venture}. However, in case the {Joint Venture} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.~~

9. ~~Miscellaneous~~

~~9.1 This Joint Bidding Agreement shall be governed by laws of India.~~

~~9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.~~

~~IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED~~

For and on behalf of

LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

THIRD PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1..... 2.....

Notes:-

1. ~~The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.~~
2. ~~Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {Joint Venture} Member.~~
3. ~~For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.~~

RESTRICTIONS UNDER RULE 144 OF GFR 2017

No. F.18/37/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan,
New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


Kotluru Narayana Reddy
Deputy Secretary to the Govt. of India
Tel.: 24621305
Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

ANNEX-V

Guidelines of the Department of Disinvestment

No. 3/9/2016-DoD-II-B

Government of India

Department of Investment & Public Asset Management Block 14, CGO Complex
New Delhi.

Dated: 28th September, 2017.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed.

Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. 'Grave Offence' is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India. 'Grave Offence' would include the below noted cases:
 - i. Only those orders of SEBI are to be treated as coming under the category of 'Grave Offences' which directly relate to 'Fraud' as defined in the SEBI Act and / or regulations.
 - ii. Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.
 - iii. Any conviction by Court of Law.
 - iv. In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the relationship inter se between the concerns would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order, based on which it has been disqualified. The mere pendency of appeal will have no effect on the

disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a bidder, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EOI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above on the eligibility criteria prescribed in the EOI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/Managers/, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

sd/- (Aseem Kumar Jha)
Under Secretary to the Government of India

Annexure -1 – Checklist**CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****TECHNICAL PACKAGE – Hardcopy and Online**

Sl. No.	Name of Document	Mode of submission
1.	Receipt of online submission of 41654- (Rs Forty-one thousand six hundred fifty four only) as tender Fee / Processing Fee, in favour of “-----”	In Original in Envelope no. 1 & submit Scanned Copy Online
2.	Bid Security/EMD in favour of “-----”	
3.	Form of Bid and Appendix (Form A) for the Bid	
4.	Power of Attorney (Form E) in favour of the person signing the Bid	
5.	Undertaking for engaging specialized agencies (Form F)	
6.	Affidavit by Bidder (Form G) duly notarized on non-judicial of appropriate value- stamp paper	
7.	Affidavit/ Indemnity / Undertaking (Form H)	
8.	Form “T-1” (Financial Information)	
9.	Form “T-1-B” (Solvency Certificate as per Clause 1.4)	
10.	Form “T-5” (TDS details for Private Sector Projects for the works executed in India)	
11.	Form “T-2/1” (Details of Eligible Similar Works completed)	In Original in Envelope no. 2 & submit Scanned Copy Online
12.	Form “T-2/2” (Details of Works Completed on EPC(Turnkey) basis)	
13.	Form “T-2/3” (DETAILS OF ELIGIBILITY OF “SIMILAR WORKS” COMPLETED DURING LAST 7 (SEVEN) YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID)	
14.	Form “T-3” (Performance Report of Works referred to in Form T-2/1, 2 & 3)	
15.	Form “T-4” (Structure and Organization)	
16.	Form “T-6” (GST Registration Details)	
17.	Copies of GST Registration or undertaking / EPF Registration/ PAN Number	
18.	Integrity Pact Agreement duly signed by the authorized signatory on behalf of the Bidder (as per proforma given in GCC Vol-2)	
19.	All pages of the entire Corrigendum/ addendum (if any)/ pre-Bid clarifications (if any) signed by the authorized person of the Bidder/Bidder.	
20.	All TDS Certificates of Private Sector Projects for the works executed in India.	
21.	Form ‘J’ Form for Bidder’s Bidding Capacity	
22.	Form ‘K’ Project under Execution	
23.	Any other document as specified in the Bid document.	
24.	Annexure I Power of Attorney for signing of Bid	
25.	Annexure II Power of Attorney for Lead Member of {Joint Venture}	
26.	Annexure III Joint Bidding Agreement for {Joint Venture}	
Note:- All the uploaded documents should be in readable, printable & legible form.		

FINANCIAL PACKAGE: Offline

S. No	Name of Document	Mode of submission
1.	Digitally signed Bid / Price Bid (Financial Bids – Volume-7)	In Original in Envelope no. 3

Section-3

CLAUSES OF CONTRACT **(PAGE No. 34 to 90)**

CLAUSES OF CONTRACT (CC)

1.0 DEFINITIONS

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BCA 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.

- 1.1 Bihar Cricket Association herein after called 'BCA' propose to get the works executed as mentioned in the Contract on behalf of Owner/ Client as Implementing agency/Executing Agency.
- 1.2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
- a) **APPROVAL** means approved in writing including subsequent written confirmation of previous verbal approval.
 - b) **BILL OF QUANTITIES or SCHEDULE OF QUANTITIES** means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
 - c) **CONTRACTOR** shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - d) **CONTRACT VALUE** means the sum for which the tender is accepted as per the letter of Award.
 - e) **DRAWINGS** mean the drawings referred to in the contract document including modifications if any and such other drawings as may from time to time be furnished and/ or approved by BCA.
 - f) **DATE OF COMMENCEMENT OF WORK:** The date of start of contract shall be reckoned from 15 days after the date of issue of letter of Award.
 - g) **ENGINEER-IN-CHARGE** means the Engineer of BCA who shall supervise and be in-charge of the work.
 - h) **LANGUAGE:** All documents and correspondence in respect of this contract shall be in English Language.
 - i) **“LETTER OF AWARD”** shall mean BCA’s letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein.
 - j) **MONTH** means English Calendar month ‘Day’ means a Calendar day of 24 Hrs each.
 - k) **“BCA”** shall means Bihar Cricket Association with its Corporate office at **BCA office, 45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013** or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons

are concerned and authorized on its behalf.

- l) **OWNER/ CLIENT** means the Government, Organization, Ministry, Department, Society, Cooperative, JV Entities (whether incorporated or unincorporated or registered as the case may be) etc. who has awarded the work/ project to BCA and/ or appointed BCA as Implementing / Executing Agency/ Project Manager and/ or for whom BCA is acting as an agent and on whose behalf BCA is entering into the contract and getting the work executed.
- m) **SCHEDULE(s)** referred to in these conditions shall mean the standard schedule of rates of the government mentioned in the Memorandum (Annexure-I) with the amendments thereto issued up to the date of receipt of the tender.
- n) **SITE** means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by BCA/client/owner or used for the purpose of the contract.
- o) **TENDER** means the Contractor's priced offer to BCA for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Award or Award letter. The word TENDER is synonymous with Tender and the word TENDER DOCUMENTS with "Tendering Documents" or "offer documents".
- p) **WRITING** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- q) **Works or Work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- r) Headings in the clauses/ conditions of tender documents is for convenience only and shall not be used for interpretation of the clause/condition.
- s) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- t) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the BCA or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to BCA's faulty design of works.
- u) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere in the tender document to cover, all overheads and profits.

2.0 PERFORMANCE GUARANTEE:

- 2.1 Within 15 (Fifteen) days from the date of issue of letter of Award or within such extended time as may be granted by BCA in writing, the contractor shall submit to BCA 4 nos. Irrevocable performance bank guarantee in the form appended or Fixed Deposit Receipt (FDR) pledged in favour of BCA, from any Nationalized Bank or all Commercial schedule bank, each equivalent to 1.25% of the contract value thereby totaling to 5% of the contract value for the due and proper execution of the Contract. In case FDR of any bank is furnished by the contractor to BCA as Performance Guarantee(s) and the

bank is unable to make payment against the said FDR, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to BCA to make good the deficit. All the Performance Guarantees shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.

- 2.2 Bihar Cricket Association , BCA reserve the right of forfeiture of the one or more performance guarantee(s) on the pro-rata basis of the elapsed contract period in the event of the contractor's failure to fulfill any of the contractual obligations i.e., defaults in commencing the work, fails to maintain the required progress in terms of relevant clause of GCC & SCC, in case of bad work or work not done as per specifications etc. or all performance guarantees in the event of termination of contract as per terms and conditions of contract.

If the Contractor commits any default as aforesaid, the BCA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee(s) absolutely (not withstanding and/or without prejudice to any other provisions in the contract) by giving the notice in writing in addition to action taken under other provisions contained in this contract or otherwise.

- 2.3 In case where the delay is compensated by the contractor during the completion of next milestone(s), the amount towards forfeited bank guarantee(s)/FDR shall be refunded to the contractor on production of the fresh bank guarantee/FDR of the equivalent amount. Such amount will not accrue any interest to the contractor. Further, such balance/PBG/FD can also be forfeited in case of any failure by contractor to fulfil any contractual obligation in future..
- 2.4 In case a bank guarantee/FDR is forfeited for recovery, unforfeited PBGs/FDRs will remain with BCA which shall be returned after successful completion/ testing/ commissioning and handing over the project to the client up to the entire satisfaction of BCA/ Client.
- 2.5 In case the contractor fails to submit the performance guarantee(s) of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.
- 2.6 In case part scope of work has been satisfactorily completed and handed over to Client/BCA by the contractor and the remaining work/buildings are under hold/suspended for more than 3 months due to some hindrance beyond control of contractor/BCA or due to non-availability of site/clearance from Client/BCA, the un-forfeited performance bank guarantee(s)/FDR(s) submitted by the contractor and available with BCA as on date, on specific request of the contractor, may be released and returned back to the contractor in lieu of submission and due verification of a fresh PBG/FDR of the equivalent amount towards balance work.

3.0 SECURITY DEPOSIT/ RETENTION MONEY

- 3.1 The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @ 2.5% (two point five per cent only) of the gross value of the Running Account/ final bill.
- 3.2 If the amount of Security Deposit deducted in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only) in case of contract value more than 3.00 Crore, Rs.5 lakhs in case of contract value up to Rs.3.00 crore, the excess amount beyond Rs. 10 Lakhs or 5 lakhs (as the case may be) can be replaced by the contractor by submission of Bank Guarantee in the

prescribed proforma of BCA or Fixed Deposit Receipt (FDR) pledged in favour of BCA of equivalent amount from any Nationalized Bank or all Commercial Scheduled Bank. The Bank Guarantee/ FDR shall be initially valid up to the 3 months beyond the stipulated defect liability period. In case the time for completion of works gets enlarged, the contractor shall get the validity of bank Guarantee/ FDR extended to cover such enlarged time for completion of work.

- 3.3 The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:
- a) Expiry of the defect liability period in conformity with provisions contained in clause 38.0 (Defect liability clause). The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by BCA.
 - b) The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate.
- 3.4 BCA reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

4.0 MOBILIZATION ADVANCE

- 4.1 Mobilization advance up to maximum of amount as mentioned in the "Memorandum (Annexure-I)" shall be paid to the contractor, if requested by him, on submission of irrevocable Bank Guarantee valid for contract period of an amount 1.1 times of the mobilization advance to take care of advance and interest at prescribed rate from a nationalized bank or all Commercial scheduled bank in the enclosed Performa. The Mobilization advance shall be interest bearing @ as mentioned in the "Memorandum (Annexure-I)".

This advance shall be paid in three installments as follows:

- i) First Installment of not more than fifty percent of total mobilization advance shall be paid after the agreement is signed and upon submission of performance guarantee for full amount as specified.
 - ii) 2nd installment of not more than twenty five percent of total mobilization advance will be paid after the setting up of site office and site laboratory, complete mobilization of plant and machinery, scaffolding & shuttering materials etc.
 - iii) 3rd installment of not more than twenty five percent of total mobilization advance shall be paid on completion of 10% of work in terms of cost and after the contractor has fully mobilized the work at site.
- 4.2 The mobilization advance bear simple interest at the rate as mentioned in the Memorandum (Annexure-I) and shall be calculated from the date of payment to the date of recovery (365 days in a year) both days inclusive, on the outstanding amount of advance. Recovery of such

mobilization advanced including interest shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

- 4.3 The bank guarantee submitted by contractor against mobilization advance shall initially be made for the amount equivalent to the amount of each installment as mentioned in para 4.1 above and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of completion of recovery together with interest. However, the contractor can submit part bank guarantees against the mobilization advance in as many numbers as per proposed number of recovery installments equivalent to the amount of each installment.
- 4.4 Notwithstanding what is contained above, no mobilization advance whatsoever shall be payable, if payment of mobilization advance is not mentioned in the Memorandum (Annexure-I).

5.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS

Interest free secured advance up-to a maximum of 75 % (seventy five percent) of the cost/Market Value of the Materials or the 75 % (seventy five percent) cost of materials as derived from the tendered item rate of the contractor, whichever is less, required for incorporation in the permanent works and brought to site and duly certified by BCA site Engineer shall be paid to the Contractor for all non-perishable items as per CPWD norms. The advance will be paid only on submission of Indemnity Bond in the prescribed pro-forma. The advance shall be recovered on pro-rata basis from the Running Account bill as and when the material is utilized in the works. The contractor shall construct suitable go-down at the site of work for safe storage of the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his costs and risks.

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.

6.0 DEVIATIONS / VARIATIONS EXTENT AND PRICING

The Engineer-in-Charge shall have power (i) to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work, (ii) to omit 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, additions or substituted works which the contractor may be directed to do in the manner specified above as part of the work, 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 hereunder provided:

- 6.1 The time for the completion of the work 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.

6.2 If the extra items include any work for which no rate is specified in the contract, then such work shall be carried out at the rates entered in the schedule of rates (as mentioned in Memorandum (Annexure-I)) for Civil/ Sanitary Works minus/plus the percentage which the tendered amount of scheduled items bears with the estimated amount of schedule items based on the Schedule of Rates (as mentioned in Memorandum (Annexure-I) for Civil/ Sanitary Works). The scheduled item means the items appearing in the Schedule of Rates (as mentioned in Memorandum (Annexure-I) for Civil/ Sanitary Works) which shall be applicable in this clause. This clause will apply mutates mutandis to electrical work except that Electrical Schedule of Rates as mentioned in Memorandum (Annexure-I) will be considered in place of Civil/ Sanitary works Schedule of rates as mentioned in Memorandum (Annexure-I).

However, in the case of extra item(s), (items that are completely new, and are in addition to the items contained in the contract, and not included in the schedule of rates (as mentioned in Memorandum (Annexure-I)), the contractor may within fifteen days of receipt of order or 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 (items that are taken up with partial substitution or in lieu of items of work in the contract), 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 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 (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)

In the case of contract item(s), substituted item(s), contract cum substituted items, which exceed the limits laid down in Memorandum (Annexure-I), the contractor shall within fifteen days of receipt of order of occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the scheduled of quantities, the Engineer-in- Charge shall within one month of 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.

- 6.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Memorandum (Annexure-I), and the Engineer-in-charge shall after giving notice of the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 6.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to 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 Engineer-in-charge may authorize consideration of such claims on merits.
- 6.5 For the purpose of operation of Memorandum (Annexure-I), the following works shall be treated as works relating to foundation unless and otherwise defined in the Contract:
- (i) For Buildings: All works upto 1.2 metres above ground level or up to floor 1 level whichever is lower.
 - (ii) For abutments, piers and well steining: All works upto 1.2m above the bed level.
 - (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works upto 1.2 metres above the ground level.
 - (iv) For reservoirs/tanks (other than overhead reservoirs/tanks). All works upto 1.2 metres above the ground level.
 - (v) For basement: All works upto 1.2m above ground level or upto floor 1 level whichever is lower.
 - (vi) For Roads, all items of excavation and filling including treatment of sub base.
- 6.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling, tender or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not specifically indicated in the description of the item and the relevant specifications shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule or rates as the case may be. Nothing extra shall be admissible for such operations.
- 6.7 Market Rates to be determined as per various sub-clauses under the clause 6.0 shall be on the basis of Prevailing rates of Material excluding GST (unless mentioned otherwise), Relevant Labour authority rate for Labour, market rates of T&P etc. plus 15% towards Contractors' Profits and Overheads.
- The following factors may be considered in the justification of rates on which Contractor's overhead & profit shall not be applicable:
- Buildings and Other Construction Worker Cess as applicable in the state of work place
 - EPF (Employer Contribution) component, as per EPF act on the portion of labour's wages
 - GST on works contract

7.0 ACTION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge or his authorized representative in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description,

or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid while the contractor failure to do so shall continue, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

8.0 COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 16.0 or relevant clause of GCC & Special Conditions of Contract, 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 BCA on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer in charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause 16.0 or the relevant clause in GCC & Special Conditions of Contract or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified

- i) Compensation for delay of work @ 0.75% per week

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 or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with BCA.

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

9.0 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the BCA or any organization engaged by the BCA 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 or to the officer of Quality Assurance or his subordinate officers or the officers of the organization engaged by the BCA for Quality Assurance or to the Chief Technical Examiner or his subordinate 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, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 8.0 of the contract (for non- completion of the work in time) for this default. In such case the Engineer-in- Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

10.0 Escalation

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

11.0 CANCELLATION/DETERMINATION OF CONTRACT IN FULL OR PART

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

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un- workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of

seven days from the Engineer-in-Charge; or

- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- 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; or
- v) If the contractor shall offer or give or agree to give to any person in BCA service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for BCA; or
- vi) If the contractor shall enter into a contract with BCA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge; or
- vii) If the contractor shall obtain a contract with BCA as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or
- viii) 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; or
- ix) If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the 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 and prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to BCA, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, the Engineer-in-charge shall have powers:

- a) To determine or rescind the contract as aforesaid in full or part (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) and get the same executed at the risk & cost of the contractor. Upon such determination or rescission the already retained security deposit recovered under the contract and performance guarantee shall be liable to be forfeited and un-used materials,

construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the BCA.; or

- b) To employ labour and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive); and/ or
- c) 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 or delayed with reference to the General Conditions of Contract clause no. 24.0 and/ or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete.

11.2 Any sums in excess of the amounts due to BCA and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by BCA of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

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

12.0 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 11.0

In any case in which any of the powers conferred upon the Engineer-in-Charge by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under any clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials 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 and/or direct the contractor, 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 expenses of any such sale shall be final and conclusive against the contractor.

13.0 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 giving 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 11.0 of contract may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to BCA, 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 BCA 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 BCA in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by BCA as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BCA in law or per as 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.

14.0 SUSPENSION OF WORKS

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - i) On account of any default on part of the contractor, or
 - ii) For proper execution of the works or part thereof for reason other than the default of the contractor, or
 - iii) For safety of the works or part thereof.

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

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.
 - i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25% for completion period. No adjustment in contract price will be allowed for reasons of such suspension.
 - ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by BCA, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full.

15.0 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the right or remedies under this contract if the contractor dies, the Engineer in-charge shall have the option of terminating the contract without compensation to the contractor.

16.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

- 16.1 The time allowed for execution of the Works as specified in the Memorandum (Annexure-I) or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in MEMORANDUM (ANNEXURE – I) or the date on which the Engineer-in-Charge issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, the BCA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 16.2 Within 10 (Ten) days of Letter of Award, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of

commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time stipulated in the Contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. The physical progress report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not exceeding one month) as decided by the Engineer in Charge. The compensation for delay as per clause 8.0 shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, 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”.

16.3 If the work(s) be delayed by:

- i) force-majeure or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) Non-availability of stores, which are responsibility of the BCA or,
- vii) Non-availability or break down of tools and plant to be supplied or supplied by BCA or,
- viii) Any other cause which, in the absolute discretion of the BCA, is beyond the Contractor's control,

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge within 07 days but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 16.4 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay in the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case BCA may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within a reasonable time from the receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and the extension of time so given by the Engineer-in-Charge shall be binding on the contractor.

17.0 TIME SCHEDULE & PROGRESS

- 17.1 Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the “Memorandum (Annexure-I)” which shall be reckoned from the 10th day from the date on which the letter of Award is issued to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- 17.2 The contractor shall also furnish within 10 days of date of issue of letter of Award a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from BCA. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- 17.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/PERT Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.
- 17.4 During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be a part of Contractor’s performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR CHART undertaken by the BCA. These reviews may be undertaken at the discretion of Engineer-in-charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of BCA/owner /consultant at the sole discretion of BCA. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor.
- 17.5 Contractor shall submit (as directed by Engineer-in-Charge) progress reports on a computer based program (program and software to be approved by Engineer-in-Charge) highlighting status of various activities and physical completion of work. The contractor shall send completion report with as built drawings to the office of Engineer-in-Charge, of BCA in writing within a period of 30 days of completion of work.

The photographs of the project taken on last day of every month indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to Engineer-in-charge.

18.0 TAXES AND DUTIES

- 18.1 The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the contractor in connection with execution of the contract.

The contract price will be adjusted prospectively for any increase/decrease in the GST rate on works contract notified by Government of India.

- 18.2 Notwithstanding anything contained in clause A.1, the contractor shall ensure payment of appropriate tax on the supplies made under the contract. The contractor shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law,

including. description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that BCA can avail credit of such tax, wherever applicable. The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. BCA would have right to seek necessary evidence that the contractor is registered under the law and duly discharging its obligations under the tax law, enabling BCA to avail input tax credit.

- 18.3 In case any law requires BCA to pay tax on the contract price on reverse charge basis, the amount of tax deposited by BCA would be considered as paid to the contractor and, accordingly, the price payable to the contractor would stand reduced to that extent. .
- 18.4 In case the contractor does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to BCA showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to BCA, the amount equivalent to such tax shall be deducted from the contract price. .
- 18.5 Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the contractor. .
- 18.6 Tax deduction at source, if any, shall be made by BCA as per law applicable from time to time from the amount payable to the contractor. .

19.0 Deleted.

20.0 INCOME TAX DEDUCTION (TDS)

Income tax deductions shall be made from all payments made to the contractor including advances, in respect of the work/ project undertaken by the contractor, in accordance with the provisions of the Income Tax Act and Rules made thereunder prevailing and in force from time to time.

21.0 ROYALTY ON MATERIALS:

- 21.1 The contractor shall deposit royalty and obtain necessary permit for supply of bajri, stone, kankar, sand and other materials etc. from the local authorities and quoted rates shall be inclusive of royalty.
- 21.2 The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.
- 21.3 The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, all taxes, royalty,

duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.

- 21.4 If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per direction of Engineer-in-Charge. If any damage is caused to any temporary or permanent structure(s) in the vicinity due to execution of the project, the contractor has to make good the same by any means as per direction of Engineer-in-Charge. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

22.0 INSURANCE OF WORKS ETC

- 22.1 Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with first name of BCA and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the BCA and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage
- a. The work and the temporary works to the full value of such works.
 - b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.

The contractor is required to submit the original policy document and the receipt for the payment of the current premium to BCA .

22.2 INSURANCE UNDER WORKMEN COMPENSATION ACT

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by BCA the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

22.3 THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of BCA/owner/client, arising out of the execution of the works or temporary works. Wherever required by BCA the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor.

If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention

to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the BCA's approval, by or through the subsidiary of the General Insurance Company.

- 22.4 (Refer clause 73.2) The contractor shall at all times indemnify BCA and Owner against all claims, damages or compensation under the provision of Payment of wages act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the workmen's compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

23.0 PAYMENTS

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

- 23.2 It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between BCA and the contractor; the contractor shall become entitled to payment only after BCA has received the corresponding payment(s) from the client/Owner for the work done by the contractor. Any delay in the release of payment by the client/ Owner to BCA leading to a delay in the release of the corresponding payment by BCA to the contractor shall not entitle the contractor to any compensation/ interest from BCA.

- 23.3 All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by BCA.

23.4 FINANCIAL ASSISTANCE TO THE CONTRACTOR – ~~DELETED/NOT APPLICABLE~~

- 23.5 **Opening of Separate Bank Account for the Project:** The Contractor shall maintain a

separate account with a Scheduled Bank for the purpose of receiving all the payments under the Contract and for utilization of payments received from the employer for disbursement to sub-contractors, sub-vendors, PRW's, suppliers etc. for this contract. The Contractor shall maintain separate books of account for all payments under this contract and the Engineer-in- Charge shall have access to it at all times.

For tracking of utilization of funds received from the Employer, the Contractor shall submit a statement to the Engineer-in- charge certifying the transactions pertaining to the above account along with the purpose of such transactions whenever asked for by the Engineer.

In case the Contractor wants to withdraw funds from the above bank account for any purpose other than the Contract, he shall be required to submit an undertaking to the Engineer-in-Charge certifying that all due statutory payments, labour payments and payments to all his sub-contractors/ vendors have been disbursed by him corresponding to the total payment received under the contract.

24.0 MEASUREMENTS OF WORKS

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

Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in the CPWD Specification. In the case of items which are not covered by specifications, mode of measurement as specified in the Technical Specifications of the contract and if for any item no such technical specification is available, then a relevant standard method of measurement issued by the Bureau of Indian Standard shall be followed.

Provided further that, In case of Cancellation/Determination of Contract in Full or in Part in accordance with clause 11.0 (and its sub-clauses), following methodology shall be adopted in respect of measurements in addition to what has been mentioned in foregoing: -

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

25.0 COMPUTERISED MEASUREMENT BOOKS

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

After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit it to BCA. All the required documents e.g. measurement sheet, quality test reports, ESIC/EPF challans, Tax invoice, theoretical v/s actual consumption of material etc. shall also be submitted by the Contractor. No payment of RA bill shall be released until all obligations and documents as above as per direction of Engineer In-charge are submitted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements /levels by the Engineer-in-Charge or his representative.

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 checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking 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 checking and/or test checking 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 BCA to check the measurements recorded by contractor and all provisions stipulated herein above or anywhere in the tender document shall be applicable to such checking of measurements or levels.

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

26.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

- 26.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, BCA 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, BCA 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, BCA shall be entitled to withhold and have a 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 pending finalization of adjudication of any such claim.
- 26.2 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 Engineer-in- Charge or BCA will be kept withheld or retained as such by the Engineer- in-Charge or BCA till the claim arising out of or under the contract is determined by the competent court and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in- Charge or the BCA 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. BCA 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 BCA to recover the same from him in the manner prescribed in sub-clause 26.1 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 BCA to the contractor, without any interest thereon whatsoever.

26.3 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or by BCA against any claim of the Engineer-in-Charge or BCA in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the BCA. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the BCA will be kept withheld or retained as such by the Engineer-in-Charge or the BCA or till his claim arising out of the same contract or any other contract is either mutually settled or determined 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.

27.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, AND ORDERS ETC.

All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the CPWD/ MORTH (as the case may be) specifications, drawings and instructions of the Engineer-in-Charge of BCA and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. Latest updated CPWD specification shall be followed for execution of work.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence 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.

28.0 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works. The contractor shall at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get the same approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge regarding compliance of the material so procured. The contractor shall at his risk and cost, submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance and cost in obtaining the right and visit 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 power to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may require such removal and substitution shall be borne by the contractor.

The contractor shall ensure that the materials are brought to site in original sealed containers or packing bearing manufacturer's markings and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty

containers of such materials shall not be destroyed, disposed-off without the permission of BCA.

The contractor shall produce receipted vouchers showing quantities of the materials to satisfy Engineer-In-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and signed by the contractor. A certified copy of in each such vouchers signed both by BCA and the Contractor shall be kept on record.

29.0 MATERIALS AND SAMPLES

- 29.1 The materials/products used on the works shall be one of the approved make/ brands out of list of manufacturers / brands /makes given in the tender documents. The contractor shall submit samples/ specimens out of approved makes of materials/ products to the Engineer-in-Charge for prior approval. In exceptional circumstances Engineer-in-Charge may allow alternate equivalent makes/brands of products/ materials at his sole discretion. The final choice of brand / make shall remain with the Engineer- in-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor. In case single brand/ make are mentioned, other equivalent makes/ brands may be considered by the Engineer-in-Charge. In case of variance in CPWD/IS/BIS Specifications from approved products/makes specification, the specification of approved product/make shall prevail for which nothing shall be paid extra to the Contractor. In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS mark. The Engineer of BCA and the owner shall have the discretion to check quality of materials and equipments to be incorporated in the work, at source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.
- 29.2 The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge of BCA.
- 29.3 The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by BCA. The materials, articles etc. as approved shall be labelled as such and shall be signed by BCA and the Contractor's representative.
- 29.4 The approved samples shall be kept in the custody of the Engineer-in- Charge of BCA till completion of the work. Thereafter the samples except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.
- 29.5 The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.
- 29.6 The contractor shall set up and maintain at his cost, a field testing laboratory for all day to day tests at his own cost to the satisfaction of the Engineer-in-Charge. This field testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per MORTH/CPWD (as the case may be) specifications. The laboratory building shall be constructed and installed with the appropriate facilities, Temperature and humidity controls shall be available wherever necessary during testing of samples. All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipments in good working condition for the duration of the contract. The Contractor shall provide approved

qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-charge. The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc. The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such calibration without delay. All field test shall be carried out in the presence of BCA's representative. All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the bill of quantities.

The contractor(s) shall display the calibration certificate of each equipment at the location of equipment & shall get recalibrated at least one week before its expiry date.

30.0 MATERIALS PROCURED WITH THE ASSISTANCE OF BCA

If any material for the execution of this contract is procured with the assistance of BCA either by issue from its stores or purchase made under orders or permits or licenses obtained by BCA, the contractor shall hold and use the said materials economically and solely for the purpose of this contract and shall not dispose them without the permission of Engineer-in-charge. The contractor, if required by the BCA, shall return all such surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination on whatsoever reason, on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the conditions of materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the element of storage charges which shall be 10% of the cost charged to contractor. The decision of the Engineer-in-charge shall be final and conclusive.

Contractor(s) has / have to deploy security personnel for safeguarding of materials procured at site.

31.0 CONTRACTOR TO SUPPLY TOOLS & PLANTS

The contractor shall provide at his own cost all materials, machinery, tools & plants as require for completion of work. In addition to this, appliances, implements, other plants, ladders, inspection lifts, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications 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 therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement or 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 portion thereof.

32.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:

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

- 32.2 The contractor shall mobilise all tools, machinery, equipment, including installation of Reverse Osmosis plant for timely and safe completion of work as per applicable quality standards and specifications mentioned in the contract. **The Contractor shall mandatorily install RO plant with all Batching plants irrespective of the value of project. If RMC is being used at any site, then the availability of RO plant at RMC plant must be ensured.** The contractor shall ensure un-interrupted supplies of water & electricity at site for construction and related purposes, and shall obtain temporary water & electricity connections **at its own. For small activities other than concreting**, the contractor shall install water-purification equipment, to bring it in conformity with required quality standards.
- 32.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/or modification desired by him from BCA before implementation.
- 32.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 32.5 It is mandatory for the contractor to provide safety equipments and gadgets to his all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, safety belts, goggles etc. as per work requirements. Sufficient nos. of these equipments and gadgets shall also be provided to BCA by the contractor at his own cost for use of BCA Officials and/ or workforce while working/supervision of work at site. No staff/ worker shall be allowed to enter the site without these equipments/ gadgets.
- The cost of the above equipments/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra payment in these regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipments/ Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The contractor shall abide by all rules & regulations pertaining to Health, Safety and Environment.
- 32.6 All designs, drawings, bill of quantities, etc., except Bar Bending Schedule, Shop & Fabrication drawings, for all works shall be supplied to the contractor for their scope of work all buildings services and development works by BCA in phased manner as the works progress. However, it shall be the duty and responsibility of the contractor to bring to the notice of the BCA in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and / or approval of the BCA in writing for the same.
- 32.7 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.
- 32.8 All materials, construction plants and equipments etc. once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge. Similarly, all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the BCA.
- 32.9 Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings free of cost, if required for any of the items of work. Five copies of these drawings each including for revision will be submitted to BCA for approval. Before executing the item, shop drawings and bar bending schedule should be approved by BCA.
- 32.10 All contractors' plant, machinery and equipment shall be kept in perfect condition during currency of the contract.

33.0 QUALITY ASSURANCE PROGRAMME

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The contractor shall prepare and finalize such Quality Assurance Programme within 15 days from date of issue Letter of Award. BCA shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:

- a) His organization structure for the management and implementation of the proposed Quality Assurance Program.
- b) Documentation control system.
- c) The procedure for purpose of materials and source inspection.
- d) System for site controls including process controls.
- e) Control of non-conforming items and systems for corrective actions.
- f) Inspection and test procedure for site activities.
- g) System for indication and appraisal of inspection status.
- h) System for maintenance of records.
- i) System for handling, storage and delivery.
- j) A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this contract.

All the quality reports (i.e. checklists & registers) shall be maintained /submitted by the Contractor as per BCA QA-QC manual. Checklists & Registers enclosed in the QA- QC manual shall be followed while carrying out Construction activities (items). If any item is not covered by the Checklist/Register, the Format for the same may be developed and submitted to Engineer-in-Charge for approval and the same shall be adopted. These filled in reports shall be duly signed by representatives of contractor and BCA. All the costs associated with Printing of Formats and testing of materials required as per technical specifications or by Engineer-in-charge shall be included in the Contractor's quoted rates in the Schedule/ Bill of quantities.

34.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING

The Contractor shall prepare and finalize in consultation with BCA, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Award for the purpose of execution of the Contract. The Contractor shall have to attend all the meetings at any place in India at his own cost with BCA, Owners/ Clients or Consultants of BCA/ Owner/ Client during the currency of the Contract, as and when required and fully cooperate with such personal and agencies involved during these discussions. The Contractor shall not deal in any way directly with the Clients/ Owners or Consultants of BCA/Owner/ Clients and any dealing/correspondence if required at any time with Clients/ Owners/ Consultants shall be through BCA only. During the execution of the work, Contractor shall submit at his own cost a detailed Monthly progress & programme report to the Engineer-in-charge of BCA by 5th of every month. The format of monthly progress & programme report shall be as approved by Engineer-in-Charge of BCA.

35.0 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 off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials / debris / malba etc.

The Contractor shall be responsible for handing over of project including signing of inventories by the client and shall obtain final work completion certificate in favour of BCA from client in the attached format at Annexure- 4.8A. Necessary support for the same, shall however, be provided by BCA. No payment of final bill shall be released to the contractor until final work completion certificate is obtained from client.

The contractor shall submit completion plan as required vide General Specifications for Electrical works as applicable within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan 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.5,00,000 (Rs. Five Lakhs only) as may be fixed by the Engineer-in-charge concerned and in this respect the decision of the Engineer-in-charge shall be final and binding on the contractor.

36.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

No unauthorized buildings, construction of structures should be put up by the contractor anywhere on the project site, neither any building built by him shall be occupied in unauthorized manner by him or his staff.

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody in un-authorized manner during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy of compensation up to 5% of tendered value of work may be imposed by the Engineer-in-Charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.

However, the Engineer-in-Charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

37.0 FORECLOSURE OF CONTRACT BY BCA/OWNER

If at any time after the commencement of the work the BCA shall for any reason whatsoever is required to abandon the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

38.0 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period of 12 months from the date of taking over the works by the Client except for MOT, MGMS and IT. The defect liability period for MOT, MGMS and IT works is 60 months from the date of taking over the works by the Client. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by BCA at the cost and expense of the contractor.

39.0 SUBLETTING / SUB-CONTRACTING

- 39.1 The sub-contracting, excluding design work shall be limited to 40% of the contract value. The value of a sub-contract, other than for design work and bought out items as and when awarded, should be intimated by the Contractor to the Engineer-in-Charge and it should also be certified that the cumulative value of the sub-contracts awarded so far is within the aforesaid limit of 40%. A copy of the contract between the Contractor and sub-contractor shall be given to the Engineer-in-Charge within 15 days of signing and in any case not later than 7 days before the sub-contractor starts the work and thereafter the Contractor shall not carry any modification without the consent in writing of the Engineer-in-Charge. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the contractor. Payments to be made to such sub-contractors will be deemed to have been included in the contract price of the Contractor. However, for major sub-contracts (each costing Rs. 50 Lacs or above), it will be obligatory on the part of the Contractor to obtain consent of BCA. BCA will give its consent after assessing and satisfying itself of the capability, experience and equipment resources of the sub-contractor. In case BCA intends to withhold its consent, then BCA will inform the Contractor within 15 days to enable the Contractor to make alternative arrangement to fulfil his programme. Sub-contracting any part of work, however, does not absolve contractor from his responsibility for quality of final product.
- 39.2 The contractor may entrust specialist items of works like MEP services, HVAC, Lifts, Building Management System, Water Proofing, and Data & Communication networking, interiors, landscaping, signages etc. to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of BCA. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency. Further, prior written approval is required from BCA to deploy such agency / sub-contractor.
- 39.3 The terms & conditions applicable to the contractor in respect of the proposed sub-contract, the same terms & conditions shall be imposed on the sub- contractor to enable the contractor to comply with his obligations under the contract with BCA.

The sub-contractor should fulfil the qualifying criteria for contractor for the proposed value of sub-

contract similarly provided in the NIT of the project.

- 39.4 Notwithstanding any consent to sub-contract given by the Engineer-in-Charge if in his opinion it is considered necessary, the Engineer-in-Charge shall have full authority to order the removal of any sub-contractor from the site or off-site place of manufacture or storage.

40.0 FORCE MAJEURE

Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. Failure of the client / owner to hand over the entire site and / or release funds for the project, to BCA, shall also constitute force majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the client /owner in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, BCA, may, at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.

41.0 NO COMPENSATION CLAUSE

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

42.0 DIRECTION FOR WORKS

- 42.1 All works under the contract shall be executed under the direction and subject to approval in all respect of the Engineer-in-Charge of BCA who shall be entitled to direct at whatever point or points and in whatever manner works are to be commenced and executed.
- 42.2 The Engineer-in-Charge and his representative shall communicate or confirm their instructions to the contractor in respect of the execution of work during their site inspection in a 'Works Site Order Book' maintained at the site office of Engineer-in-Charge. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

43.0 WORK IN MONSOON AND RAIN

The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The contractors' rate shall be considered inclusive of cost of dewatering due to rains required if any and no extra rate shall be payable on this account. The stipulated period for completion of project includes the monsoon period, holidays & festivals.

44.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT

For carrying out work on Sunday and Holidays or during night, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and

obtain his permission. The Engineer-in-Charge at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If work demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the approval of Engineer-in-Charge at no extra cost to BCA.

45.0 WATER AND ELECTRICITY

The contractor shall make his own arrangement for Water & Electrical Power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

46.0 LAND FOR LABOUR HUTS/ SITE OFFICE AND STORAGE ACCOMMODATION

- 46.1 The contractor may construct temporary office, storage, accommodation and labour huts within the site premises where the space is available at site. In case, where surplus land is not available within the site and/or not permitted by the client, the contractor shall arrange the land for temporary office, storage, accommodation and labour huts at his own cost and is responsible for taking the clearance of local authorities, if required, for setting up/construction of labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall check the availability of land before tendering and no claim whatsoever in this regard shall be entertained. The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by contractor after completion of the work.

The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

- 46.2 In the event the contractor has to shift his labour campus at any time during execution of the work on the instructions of local authorities or as per the requirement of the work progress or as may be required by BCA, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.

47.0 WATCH, WARD AND LIGHTING OF WORK PLACE

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

48.0 CEMENT AND CEMENT GODOWN

Cement shall be procured by Contractor confirming to BIS: 8112 and / or BIS:

1489 Specification latest edition or higher Grade as per approved list attached. The cement shall be procured directly from the reputed manufacturers/stockiest as per approved list of BCA. Relevant vouchers and test certificates will be produced as and when required. The cement shall be stored by the contractor in such suitable covered and lockable stores, well protected from climate and atmospheric effects. The cement go-down shall be constructed by the contractor as per the drawing in CPWD specifications at his own cost. The cement will remain under double lock, one from BCA and other from Contractor. The cement in bags shall be stored in go-downs in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at contractors cost, before use in works.

49.0 STEEL & STEEL STOCKYARD

Steel conforming to BIS specifications (latest edition) shall be procured by the contractor directly from reputed manufacturers/producers as per approved list of BCA. Relevant vouchers & test certificates will be produced by the contractor. Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The contractor shall take proper care to prevent direct contact between the steel and the ground/water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Engineer-in-Charge. Steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payment shall be made. Test certificates for each consignment of steel shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of Engineer-in-Charge, before incorporating the materials in the work.

50.0 BITUMEN WORK

The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting started and shall hypothecate it to the Engineer-in-Charge. Although the materials are hypothecated to BCA the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the written consent of the Engineer-in-charge.

If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors.

51.0 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

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

52.0 WATER PROOF TREATMENT

- 52.1 The water proof treatment shall be of type and specifications as given in the schedule of quantities.
- 52.2 The water-proofing of basement, roofs, water retaining areas shall be and remain fully effective for a period of not less than 10(Ten) years to be reckoned from the date of expiring of the Defect Liability period, prescribed in the contract. At any time during the said guarantee period if BCA finds any defects in the said treatment or any evidence of re- infestation, dampness, leakage in any part of buildings or structure and notifies the contractor of the same, the contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the contractor fails to commence such work within the stipulated period, the BCA may get the same done by another agency at the Contractor's cost and risk and the decision of the Engineer-in-Charge of BCA for the cost payable by the contractor shall be final and binding upon him.
- 52.3 Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from Engineer-in-Charge of BCA.

- 52.4 The BCA reserves the right to get the quality of treatment checked in accordance with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proofing treatment is not done as per specifications, the contractor will be required to do the re-treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by BCA.
- 52.5 Water proofing shall be got done through approved / specialized agencies only with prior approval of Engineer-in-Charge.
- 52.6 The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.
- 52.7 During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-In-Charge by the contractor at his cost and risk.
- 52.8 The contractor shall make his own arrangement for all equipments required for the execution of the job. The contractor whose tender is accepted shall execute Guarantee Bond in the prescribed form as appended for guaranteeing the water proofing treatment.

53.0 INDIAN STANDARDS

Wherever any reference is made to any IS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with up to date amendments issued till last date of receipt of tender documents.

53.1 Use of Recycled Aggregate for Concrete at the Project:

The Contractor shall use Recycled aggregate (RA) and recycled concrete aggregate (RCA) i.e., manufactured aggregate and other recycled product such as Screened Soil, manufactured sand, brick sub-base, concrete bricks, pavers, tiles, etc. from construction and demolition (C&D) waste, if available within 100 Km. from site of the work, in lean concrete, PCC and RCC and other related works at the project as per the guidelines specified in IS:383:2016. He shall also maintain a separate record regarding quantum of recycled aggregate used in the project.

If the project is of re-development nature having high magnitude of C&D waste, the contractor shall put up a C&D waste plant at his own cost to utilise the generated C&D waste to manufacture recycled products for using the same in the project.

The assessment regarding the C&D waste likely to be generated in the work, where to be disposed off and what percentage to be contemplated to be used as C&D recycled products shall be done in advance, before commencement of project.

53.2 - USE OF FLY ASH PRODUCTS

As per MoE&F guidelines, the contractor shall use Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.

54.0 CENTERING & SHUTTERING

Marine plywood or steel plates or any material mentioned elsewhere in the tender document or as approved by Engineer-in-Charge shall be used for formwork. The shuttering plates shall be cleaned and oiled before every repetition and

shall be used only after obtaining approval of BCA's Engineers at site. The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of Engineer-in-Charge of BCA depending upon the condition of shuttering surface after each use and the decision of Engineer-in-Charge in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.

55.0 RECORDS OF CONSUMPTION OF CEMENT & STEEL

- 55.1 For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the BCA, showing columns like quantity received and used in work and balance in hand etc. This register shall be signed daily by the contractor's representative and BCA's representative.
- 55.2 The register of cement & steel shall be kept at site in the safe custody of BCA's Engineer during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.
- 55.3 In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per MORTH/CPWD (as the case may be) specifications/norms, the work will be devalued and/ or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per MORTH/CPWD (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost. In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be effected from the contractors' bills at the penal rate for the actual quantity which is lower than 98% of theoretical consumption.

56.0 TESTS AND INSPECTION

- 56.1 The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD, MORTH and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/ laboratory, at the direction of the BCA. All testing charges, expenses etc. shall be borne by the contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or BCA at the cost of the Contractor.

57.0 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the BCA.

The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and/ or an inspecting authority of State Government of State in which work is executed and/or by third party checks by owner/ clients. The compliance of observations/improvements as suggested by the inspecting officers of BCA/CTE/ State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of contractor.

58.0 BORROW AREAS

The contractor shall make his own arrangements for borrow pits and borrow disposal areas including their approaches and space for movement of man, machinery, other equipments as required for carrying out the works. The contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc. and nothing extra shall be paid to the contractor on this account and unit rates quoted by the contractor for various items of bill of quantities shall be deemed to include the same.

59.0 CARE OF WORKS

From the commencement to the completion of works and handing over, the contractor shall take full responsibility for care thereof all the works and in case of any damage/loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor.

60.0 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of BCA shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

61.0 SETTING OUT OF THE WORKS

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor shall at his own expenses rectify such error to the satisfaction of Engineer-in-charge. The checking of any setting out or of any line or level by the engineers of BCA shall not in any way relieve the contractor of his responsibility for the correctness.

62.0 NOTICE BEFORE COVERING UP THE WORK

The contractor shall give not less than seven day notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-in-charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of inspection/measurement without such notice or his consent being obtained the same shall be uncovered at the contractor expenses and he shall have to make it good at his own expenses.

63.0 SITE CLEARANCE

- 63.1 The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the BCA the contractor shall remove all temporary structures like the site offices, cement go-down, stores, labour hutments etc., scaffolding rubbish, debris etc. left over materials tools and plants, equipments etc., clean the site to the entire satisfaction of the Engineer-in-charge. If this is not

done the same will be got done by BCA at his risk and cost.

- 63.2 The contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the contractor shall be deemed to have included the same.

64.0 SET-OFF OF CONTRACTOR'S LIABILITIES

BCA shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the contractor under this agreement including security deposit and proceeds of performance guarantee.

65.0 POSSESSION PRIOR TO COMPLETION

- 65.1 BCA shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by BCA delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of BCA in such case shall be final binding and conclusive.
- 65.2 When the whole of the works or the items or the groups of items of work have been completed the contractor will give a notice to that effect to the Engineer in writing. The Engineer shall within 7 days of the date of receipt of such notice inspect the works and give instructions in writing to the contractor specifying the balance items of work which are required to be done by the contractor and shall also notify the contractor of any defect in the works affecting completion.
- 65.3 The contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the contractor. Four copies of 'as built' drawings shall be supplied to BCA by the contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor.

66.0 EMPLOYMENT OF PERSONNEL

- 66.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way is associated with the works.
- 66.2 In case BCA observed misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. of the contractor, the BCA shall have full power and without giving any reason to the contractor, instruct the contractor to remove such engineer / staff / worker from site and provide suitable replacements. The decision of the Engineer-in-charge shall be final and binding on the contractor. The contractor shall not be allowed any compensation on this account.

67.0 TECHNICAL STAFF FOR WORK

- 67.1 The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by BCA shall be final and binding on contractor. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by BCA to take instructions.
- 67.2 Within 15 days of Letter of Award, the contractor shall submit a site organizational chart and resume including details of experience of the Project- in-Charge and other staff proposed to be deputed by him and the technical team shall be deputed by them on the Project after getting approval from Engineer-in-Charge. If desired by the contractor at later date, the Project-in-Charge and other staff whose resume is approved by BCA can be replaced with prior written approval of BCA and replacement shall be with equivalent or superior candidate only. Decision of Engineer-in-Charge shall be final and binding on the contractor.
- 67.3 Even after approving the site organizational chart, the Engineer-in-Charge due to technical reasons and exigency of work can direct the contractor to depute such additional staff as in view of Engineer-in-Charge is necessary and having qualification and experience as approved by the Engineer-in- Charge. The removal of such additional staff from the site shall only be with the prior written approval of Engineer-in-Charge. The contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 67.4 In case the contractor fails to employ the staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs.50,000 (Rupees Fifty Thousand only) for each month of default in the case of each person. The decision of the Engineer-in-charge as to number of Technical Staff to be adequate for the project and the period for which the desired strength of technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

68.0 VALUABLE ARTICLES FOUND AT SITE

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of the owner/ BCA.

69.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY

All materials like stone, boulders and other materials obtained during the work of dismantling, excavation etc. will be considered BCA/owner property and such materials shall be disposed-off to the best advantage of BCA/owner according to the instructions in writing issued by the Engineer-in-charge.

70.0 FURNISHED OFFICE ACCOMMODATION & MOBILITY COMMUNICATION TO BE ARRANGED BY CONTRACTOR

- 70.1 A reasonably furnished site office and transit accommodation having a sample room, A.C. meeting

room, A.C. staff rooms with file storage facility along with computers & printers and its consumables, telephone with STD facility, Fax Machine, internet and toilets & pantry and vehicle(s) (Swift Dzire or equivalent) complete with driver, fuel and consumables shall be provided for BCA use by the Contractor at his own cost for the duration of the Contract till Defect Liability Period.

Electricity & drinking water for the site office and transit accommodation will have to be provided by the contractor at his own cost.

- 70.2 The contractor shall also make sufficient arrangement for photography/videography so that photographs video can be taken of any specific activity at any point of time. The contractor shall also make arrangement of software like MS Project, Primavera etc. for the purpose of preparing progress report etc.
- 70.3 The contractor shall make all arrangements for ground breaking ceremony/inaugural function etc. for the project as required and the cost towards it deemed to be included in his rates/offer. Any expenditure already incurred/to be incurred by BCA, shall be recovered from the contractor.

71.0 UTILISATION OF WORK FORCE OF BCA BY THE CONTRACTOR – [NOT/APPLICABLE]

72.0 PROVIDING PLANTATION OF TREES AT PROJECT SITE AND MAINTENANCE OF THE SAME UPTO DEFECT LIABILITY PERIOD

The contractor at his own cost shall plant Trees including Ornamental of height not less than 05 ft. of different varieties at the project site, if the space is not available at the project site, with the approval of Engineer in charge within 6 months from the handing over of site to the contractor by BCA. The contractor shall maintain the same in healthy condition up to defect liability period. Numbers of trees/plants are given below:

S.No.	Value of the project as per agreement (Rs. In crores)	Number of Trees / Plant of various categories
1.	Above Rs.25 crore to 100 crore	5 trees for each Rs. 1 Crore value
2.	Above Rs.100 crore to 300 crore	500 trees plus 2 trees for each Rs. 1 Crore value above Rs. 100 Crores
3.	Above Rs.300 crore to any value	1000 trees plus 1 tree for each Rs. 1 Crore value above Rs. 300 Crores

Note: In case of change in layout/fouling with facilities/structure, the same may be replanted & their survival growth shall be ensured by the Contractor.

73.0 LABOUR LAWS

73.1 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

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

The contractor shall also comply with the provisions of the building and other

Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

73.2 Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the BCA Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) The contractor shall transfer/ credit the wages/salary of all labourers/workers preferably in their bank accounts. He shall be responsible for opening of bank accounts of all labourers/workers employed by the contractor at work site in this regard.
- (iv) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the BCA contractor's Labour Regulations in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (v) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned
- (vi) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vii) The contractor shall indemnify and keep indemnified BCA against payments to be made under and for the observance of the laws aforesaid and the BCA Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub- contractors.
- (viii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

73.3 LABOUR SAFETY PROVISION

The contractor shall be fully responsible to observe the labour safety provisions:

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

In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

73.4 OBSERVANCE OF LABOUR LAWS

73.4.1 The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified BCA against effect or non-observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labour

laws. If BCA or the client/ owner is held liable as "Principal Employer" to pay contributions etc. under legislation of Government or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to BCA and/or same shall be deducted from the payments, security deposit etc. of the contractor.

73.4.2 The Contractor shall submit proof of having valid EPF registration certificate.

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

The contractor shall also ensure the compliance of EPF & MP Act, 1952 by the sub-contractors, if any, engaged by the contractor for the above said work.

The contractor shall submit affidavit to indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the Contractor shall be considered as reasonable and be payable by the Contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any money payable to the Contractor by the Corporation.

Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the BCA as per the proforma (Section-5) mentioned in every bill as per the provisions of the EPF and ESI Act as amended from time to time.

73.4.3 The Contractor shall submit proof of having valid ESI registration for Construction site workers located in the ESI implemented areas for every construction site worker before his/her

engagement on the BCA site of works as per requirement of ESI act, 1948 amended up to date and rules made thereunder.

The contractors are required to ensure that in ESI implemented areas, every construction site worker has been registered online and they are required to ensure that these workers and their families have got their photography and capturing of biometrics at nearest ESIC branch office and got their respective Pehchan cards (from ESIC office) issued for extension of ESI benefits to all the engaged construction site workers.

The contractors are required to submit proof of having registered / got issued Pehchan cards in respect of every Construction site worker in ESI implemented areas before engagement on BCA site of works.

The contractors are required to comply with all the relevant provisions of ESI act, 1948 as amended from time to time and deposit of his contribution as may be required under the above said act to the ESI authorities at required intervals / time of deposit and submit the proof to BCA.

The contractor shall at all times indemnify BCA and Owner against all claims, damages or compensation under the provision of ESI Act, 1948 or any modifications thereof or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or Compound any such claim.

73.5 MINIMUM WAGES ACT

The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (Regulation & Abolition) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

73.6 LABOUR RECORDS

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

- a) The number of the labour employed by him (category-wise).
- b) Their working hours.
- c) The wages paid to them.
- d) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.
- e) The number of female workers who have been allowed Maternity Benefits and the amount paid to them.
- f) Any other information required by Engineer-in-Charge

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

73.7 In respect of all labour directly or indirectly employed in the works for the performance of the

contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the BCA and its contractors.

73.8 Leave and pay during leave shall be regulated as follows: -

1. Leave:

(i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

(ii) In the case of miscarriage – up to 3 weeks from the date of miscarriage.

2. Pay:

(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

73.9 In the event of the contractor(s) committing a default or breach of any of the provisions of the BCA's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to BCA a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in- Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the BCA Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work- people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at

the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

73.10 The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each, on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
- (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.
- (iv) The site selected for the camp shall be high ground, removed from jungle.

- (v) Disposal of Excreta- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for drainage away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

74.0 LABOUR CESS

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

Every contractor, sub-contractor, affiliates, their legal assigns or heirs as the case may, shall be responsible for registration of every Building worker who has completed eighteen years of age but has not completed sixty years of age and who has been engaged in any Building or Other Construction Work for not less than Ninety Days during the preceding twelve months; with the Board / Funds as applicable under various sections of "THE BUILDINGS AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 and THE BUILDING AND OTHER CONSTRUCTIONWORKERS' WELFARE CESS ACT, 1996.

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

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

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

75.0 RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, BCA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, BCA will recover

from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the BCA under sub-section (2) of Section 12, of the said Act, BCA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. BCA shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to BCA full security for all costs for which BCA might become liable in consequence of contesting such claim.

76.0 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, BCA 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 or under the BCA Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by BCA's Contractors, BCA will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to any other right or remedy available under this contract, BCA 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 BCA to the contractor whether under this contract or otherwise. BCA 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 BCA full security for all costs for which BCA might become liable in contesting such claim.

77.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 64.0 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 64.0.

78.0 INDEMNITY AGAINST PATENT RIGHTS

The contractor shall fully indemnify the BCA from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the works or temporary works.

79.0 LAW COVERING THE CONTRACT

This contract shall be governed by the Indian laws for the time being in force.

80.0 LAWS, BYE-LAWS RELATING TO THE WORK

The contractor shall strictly adhere by the provisions, for the time being in force, of law

relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such

notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

81.0 CONTRACT AGREEMENT

The Contractor shall enter into a Contract Agreement with the BCA within 30 (Thirty) days from the date of Letter of Award or within such extended time, as may be granted by the BCA failing which no payment shall be released to the contractor. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the contractor does not sign the agreement as above or start the work within 10 (Ten) days of the issue of letter of Award, his earnest money is liable to be forfeited and Letter of award consequently will stand withdrawn.

82.0 MANNER OF EXECUTION OF AGREEMENT

- i. The agreement as per prescribed Performa as enclosed shall be signed at the office of the BCA within 30 (Thirty days) days from the date of issue of Letter of Award. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/ materials. Unless and until a formal contract is prepared and executed, the Letter of Award read in conjunction with the Tendering Documents will constitute a binding contract.
- ii. The agreement will be signed in original and the Contractor shall be provided with one COPY and the original will be retained by the BCA
- iii. The Contractor shall provide free of cost to the BCA all the Engineering data, drawings and descriptive materials submitted along with the tender, in at least three (3) copies to form an integral part of the Agreement within seven 7 days after issuing of Letter of Award.
- iv. Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the BCA with at least five (5) true hard bound copies of Agreement within thirty (30) days of its signing.

83.0 JURISDICTION

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

84.0 THIRD PARTY SAFETY AUDIT: (APPLICABLE FOR PROJECTS VALUING RS. 50 CRORE AND ABOVE)

An experienced and reputed agency shall be engaged/ appointed by the contractor at all the projects valuing Rs.50 crore and above from the agencies empanelled by BCA for Monitoring & Auditing of Safety measures in the construction work. The scope of work of the agency so engaged shall be as under:

- 1. Safety Audit and Implementation of Safety Measures:** The agency shall conduct periodic/quarterly safety audit of the project site through their own sufficient number of technically qualified and experienced staff (safety officers and steward) or from the appropriate authorities / statutory bodies to ensure that:

- ☐ all safety measures/ safety rules are implemented and followed at site.
- ☐ all Personal Protective Equipment (PPE) provided to workers as required under any of the provisions of the Act or the Rules conform to the relevant Indian Standards and to advise all Site Engineers/ Section-In-Charges/ Supervisors to ensure proper use of such PPEs by workers at site.
- ☐ a safe working environment is provided to all workers and supervisory staffs.
- ☐ use of various material, equipments/ tools & tackles, storage of various materials, provision of lighting & barricading etc. is done in terms of safety.
- ☐ at each and every level of the project safety has been kept in mind as an integral part of the activities.
- ☐ Keeping the site incident free, without any damage to health, property and environment.
- ☐ proper housekeeping is maintained at site as the housekeeping is directly connected with safety.
- ☐ feedback for successful performance is to be developed and is to be submitted to the Engineer in-charge on Quarterly basis.

2. Training

- ☐ To increase the safety consciousness of the workforce and the supervisory staffs, periodic training and motivation towards safe practices are to be conducted by agency. The training should be of visual i.e. through videos & physical i.e. mock drills etc. The agency will conduct mock drills also.

3. Documentation & Record Keeping

- ☐ Check / update / correct and incorporate standard operation procedures in Safety Manual submitted by deployed agencies.
- ☐ The agency shall prepare periodic reports of each site visits, training & mock drill and according instructions are to be issued to contractors through Engineer In-charge, BCA.

4. The agency shall liason with law enforcing bodies, statutory bodies, media / press or any other bodies concerned in case of any untoward incidents. However, statutory payments, if any, shall be paid by deployed main contractor / BCA.

5. The agency shall engage and deploy the qualified and sufficient number of manpower to audit all the safety measures and Workman Safety provisions as per BCA safety guidelines at the site as per following qualifications, however, the decision of Engineer In-charge in this regard shall be final and binding.:

S. No.	Description	Remarks
1.	Senior Safety Officer (Overall In-charge)	<ul style="list-style-type: none"> <input type="checkbox"/> A recognized degree/diploma or equivalent in any branch of engineering or technology; <input type="checkbox"/> has had practical experience of working in a construction project site in supervisory capacity for a period of not less than 10-15 years; <input type="checkbox"/> Possesses a degree or diploma in construction / industrial safety recognized by the Central / State Government.
2.	Safety Officer	<ul style="list-style-type: none"> <input type="checkbox"/> A recognised degree/diploma or equivalent in any branch of engineering or technology; <input type="checkbox"/> has had practical experience of working in a construction project site in supervisory

		<p>capacity for a period of not less than 5-7 years;</p> <p><input type="checkbox"/> Possesses a degree or diploma in construction / industrial safety recognized by the Central / State Government.</p>
3.	Steward	<p><input type="checkbox"/> A recognized diploma or equivalent in any branch of engineering or technology;</p> <p><input type="checkbox"/> has had practical experience of working in a construction project site in supervisory capacity for a period of not less than 2-3 years;</p> <p><input type="checkbox"/> Possesses a degree or diploma in construction / industrial safety recognized by the Central / State Government.</p>

6. The duties of Safety Audit agency shall further include the following: -

- a) Plan and organize measures necessary for creating a safe working environment for all workmen engaged at site and to prevent any kind of personal injuries and damage to property;
- b) To advise on safety aspects in all job studies, and to carry out detailed job safety studies of selected jobs and to formulate Job Hazard Analysis Report and Safety Manual during initial mobilization stage of the project.
- c) Prepare action proposed to be taken to prevent personal injuries and damage to property.
- d) Conduct site safety inspections, in order to observe the physical conditions of work and the work practices and procedures followed by workers and to render advice on measures to be adopted for removing the unsafe physical conditions and preventing unsafe actions by workers and to ensure that the same will be implemented at site. To prepare & submit visit report to Engineer-in-charge.
- e) To report and investigate accidents and near-misses and to recommend the preventive measures so as to ensure non-occurrence of such cases and to ensure.
- f) To maintain such records as are necessary relating to accidents, dangerous occurrences and industrial diseases.
- g) To organise in association with the concerned departments, campaigns, competitions, contests and other activities which will create awareness and will develop and maintain the interest of the workers in establishing and maintaining safe conditions of work and procedures.
- h) To design and conduct suitable training and educational programme for the prevention of personal injuries.
- i) visit to workman camps and monitoring & ensuring the total hygienic conditions are provided for workman.

Section-4

LABOUR SAFETY, HEALTH & SANITARY RULES AND REGULATIONS INCLUDING FORMS (PAGE No. 91 to 122)

LABOUR SAFETY PROVISIONS

- 1.0 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds 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).
- 2.0 Scaffolding or staging more than 3.6m (12 feet) 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. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3.0 Working platforms, 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 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (2.0) above.
- 4.0 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).
- 5.0 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. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11.5") for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm (1 ft.) of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the 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 defense of every suit, action or other proceeding 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.
- 6.0 **EXCAVATION AND TRENCHING**
All trenches, 1.2mts. (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100 feet) in length or fraction thereof, ladder shall be extended from bottom of the trench to at least 90cm (3feet) above the surface of the ground. The side of the trenches, which are 1.5 m. (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- 7.0 Demolition - Before any demolition work is commenced and also during the progress of the work following precautions shall be observed:

- 7.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 7.2 No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- 7.3 All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- 8.0 All necessary personal safety equipments as considered adequate by the Engineer-in-charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate step to ensure proper use of equipment by those concerned. The following safety equipment shall be invariably provided.
- 8.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- 8.2 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
- 8.3 Those engaged in welding works shall be provided with welders protective eye shields.
- 8.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
- 8.5 When workers are employed for works in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public. In addition, the contractor shall ensure that the following safety measures are adhered to:
- a. Entry for workers into the sewer line shall not be allowed except under supervision of the JE or any other higher officer.
 - b. At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
 - c. Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.
 - d. Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e. Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

- f. The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g. No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-In-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j. Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air-blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at-least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l. The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
 - m. The workers shall be provided with Gumboots or non-sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-In-charge regarding the steps to be taken in this regard in an individual case will be final.
- 8.6 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
- 8.6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 8.6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- 8.6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 8.6.4.1 a) White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.

- b) Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
 - c) Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
- 8.6.4.2 a) adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
- b) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 8.6.4.3 a) Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of BCA.
- b) The BCA may require when necessary a medical examination of workers.
 - c) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9.0 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
- 10.0 Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions.
- 10.1 a) these shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 10.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator.
- 10.3 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this clause shall be loaded beyond the safe working load except for the purpose of testing.
- 10.4 In case of BCA machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get verified by the Engineer-in-Charge.
- 11.0 Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with

such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

- 12.0 All scaffold, 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.
- 13.0 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 codes shall be named therein by the contractor.
- 14.0 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 BCA Official or their representatives.
- 15.0 Notwithstanding the above Clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1.0 APPLICATION

These rules shall apply to all building and construction works in which 20 (twenty) or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contractor work is in progress.

2.0 DEFINITION

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

3.0 FIRST-AID FACILITIES

3.1 At every work place first aid facilities 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 per 150 contract labour or part thereof ordinarily employed.

3.2 The First-Aid boxes shall be distinctly marked with a red cross on white background and shall contain the following equipments:

- 3.2.1 a) For work places in which number of contract labour employed does not exceed 50,
Each First-Aid box shall contain the following equipments:
- i. Small sterilized dressings.
 - ii. Medium size sterilized dressings.
 - iii. Large size sterilized dressings.
 - iv. Large sterilized burn dressings.
 - v. 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
 - vi. 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - vii. 1 snakebite lancet.
 - viii. 1 (30 gms) bottle of potassium permanganate crystals. ix. 1 pair of scissors.
 - x. 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institute, Government of India.
 - xi. 1 bottle containing 100 tablets (each of 5 grams) of aspirin. xii. Ointment for burns.
 - xiii. A bottle of suitable surgical antiseptic solution.
- 3.2.2 For work places in which the number of contract labour exceed 50. Each First- Aid box shall contain the following equipments:
- i) 12 small sterilized dressings.
 - ii) 6 medium size sterilized dressings. iii) 6 large size sterilized dressings.
 - iv) 6 large size sterilized burn dressings.
 - v) 6 (15 gms) packet sterilized cotton wool.
 - vi) 1 (60 ml.) bottle containing a two percent iodine alcoholic solution.
 - vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - viii) 1 - roll of adhesive plaster. ix) 1

snake - bite lancet.

x) 1 (30 gms.) Bottle of potassium permanganate crystals. xi) 1 pair of scissors.

xii) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.

xiii) A bottle containing 100 tablets (each of 5 grams) of aspirin. xiv) Ointment for burns.

xv) A bottle of suitable surgical antiseptic solution.

3.3 Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

3.4 Nothing except the prescribed contents shall be kept in the First Aid box.

3.5 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.

3.6 A person in charge of the First-Aid box shall be a person trained in First-Aid treatment in work places where the number of labour employed is 150 or more.

3.7 In work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance of 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.

3.8 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 persons suddenly taken ill to the nearest hospital.

4.0 DRINKING WATER

4.1 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

4.2 Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

4.3 Every water supply of storage shall be at a distance of not less than 50 feet from any latrines drain or other source of pollution, where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water-proof.

4.4 A reliable pump shall be fitted to each covered well, trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5.0 WASHING FACILITIES

5.1 In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labour employed herein.

5.2 Separate and adequate screening facilities shall be provided for the use of male and female workers.

- 5.3 Such facilities shall be conveniently accessible and shall be kept clean and hygienic condition.

6.0 LATRINES AND URINALS

- 6.1 Latrines shall be provided in every work place on the following scale, namely:

- a) Where females are employed there shall be at least one latrine for every 25 females.
- b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be, upto the first 100, and one for every 50 thereafter.

- 6.2 Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- 6.3 Construction of Latrines: The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrine shall not be a standard lower than bore-hole system.
- 6.4 (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.
- (b) The notice shall also bear the figure of man or of a woman, as the case may be.
- 6.5 There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter.

- 6.6 a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.

- 6.7 Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

6.8 Disposal of Excreta

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternatively, excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or for refuse and then covering it with a layer of earth for fortnight (when it will turn into manure).

- 6.9 The Contractor shall, at his own expense, carry out all instruction issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

7.0 PROVISION OF SHELTER DURING REST

At every place, there shall be provided, free of cost, four suitable sheds, two for males and the other two for rest separately for the use of man and women labour. The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm. per head.

Provided that the Engineer-in-Charges may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8.0 CRECHES

- 8.1 A every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedrooms.

The rooms shall be constructed on standard not lower than the following:

i) Thatched roof

ii) Mud floor and walls.

iii) Planks spread over the mud floor and covered with matting

- 8.2 The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

- 8.3 The Contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bed-room.

- 8.4 The Contractor shall provide one Ayaa to look after the children in the crèche when the number of women workers does not exceed 50; and two when, the number of women workers exceed 50.
- 8.5 The use of the rooms/earmarked as creches shall be restricted to children, their attendant and mother of the children.

9.0 CANTEENS

- 9.1 In every work place where the work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the Contractor for the use of such labour.
- 9.2 The canteen shall be maintained by the Contractor in an efficient manner.
- 9.3 The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.
- 9.4 The canteen shall be sufficiently lighted at all times when any person has access to it.
- 9.5 The floor shall be made of smooth and impervious material and inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

- 9.6 The premises of the canteen shall be maintained in a clean and sanitary condition.
- 9.7 Waste Water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- 9.8 Suitable arrangements shall be made for the collection and disposal of garbage.
- 9.9 The dining hall shall accommodate at a time 30 persons of the labour working at time.
- 9.10 The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chair shall not be less than one square metre per dinner to be accommodated.
- 9.11 a) A portion of the dining hall, and service counter shall be partitioned off and reserved for women workers in proportion to their number.
b) Washing places for women shall be separate and screened to secure privacy.
- 9.12 Sufficient tables, stool, chairs or benches shall be available for the number of dinners to be accommodated.
- 9.13.1 a) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
b) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
- 9.13.2 a) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
b) A service counter, if provided, shall have top of smooth and impervious material.
c) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- 9.14 The food stuffs and other items to be served in the canteen shall be in conformity

with the normal habits of the labour.

- 9.15 The charge for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit' No loss' and shall be conspicuously displayed in the canteen.
- 9.16 In arriving at price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely:
- a) The rent of land building;
 - b) The depreciation and maintenance charges for the building and equipment provided for the canteen;
 - c) The cost of purchase, repair and replacement of equipment including furniture, crockery, cutlery and utensils;
 - d) The water charges and other charges incurred for lighting and ventilation;
 - e) The interest and amounts spent on the provision and maintenance and equipment provided for in the canteen;
- 9.17 The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10.0 ANTI MALARIAL PRECAUTIONS

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrows pits which may have been dug by him.

11.0 AMENDMENTS

BCA may from time to time, add to or amend these rules and issue such directions as it may consider necessary for the purpose of removing any difficulty which may arise in the administration hereof.

CONTRACTOR'S LABOUR REGULATIONS

1.0 SHORT TITLE

These regulations may be called the Contractor "Labour Regulations".

2.0 Definitions

- 2.1 "Workman" means any person employed by the BCA or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge, of the BCA to do any skilled, semi-skilled, un-skilled, manual, supervisory, technical or clerical work for hire or reward, whether, the terms of employment are expressed or implied but does not include any person-
- a) Who is employed mainly in a managerial or administrative capacity; or
 - b) Who being employed in a supervisory capacity draws wages exceeding Rupees Two Thousand Five hundred per person or exercises either by the nature of the duties attached to the office or by reason of powers vested to him, functions mainly of managerial nature.
 - c) Who is an out worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.
- 2.2 "Fair Wages" means wages whether for time or piece work fixed and notified under the provisions of the minimum Wages Act from time to time.
- 2.3 "Contractor" shall include every person who undertake to produce a given result other than a mere supply of goods or articles of manufacture through labour or who supplies labour for any work and includes a sub-contractor.
- 2.4 "Wages" shall have the same meaning as defined in the Payment of Wages Act.
- 2.4.1 Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 2.4.2 When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.
- 2.4.3.1 Every worker shall be given a weekly holiday on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- 2.4.3.2 Whether the Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 2.4.3.3 Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substitute holiday to him for the whole day on one of the five days immediately before or after the normal weekly holidays and pay wages

to such worker for the work performed on the normal weekly holiday at overtime rate.

3.0 DISPLAY OF NOTICE REGARDING-WAGES, ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage period, dates of payment of wages and other relevant information as per Appendix 'A'.

4.0 PAYMENT OF WAGES

- 4.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 4.2 No wage period shall exceed one month.
- 4.3 The wages of every person employed as labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 4.4 Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 4.5 All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 4.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 4.7 All wages shall be paid in current coin or currency or in both.
- 4.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 4.9 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- 4.10 It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representatives of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- 4.11 The contractor shall obtain from the Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

"Certified that the amount shown in column No. 14(net Amount paid) has been paid to the workmen concerned in my presence on..... at.....".

5.0 FINES AND DEDUCTIONS, WHICH MAY BE MADE FROM WAGES

- 5.1 The wages of a worker shall be paid to him without any deduction of any kind except the following –

a)	Fines
b)	Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
c)	Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody, or from loss of money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.
d)	Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
e)	Any other deduction, which the Central Government may from time to time allow.

- 5.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.

NOTE: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I.

- 5.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 5.4 The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a Rupee of the total wages, payable to him in respect of that wage period.
- 5.5 No fine imposed on any worker shall be recovered from him in installment, or after the expiry of sixty days from the date on which it was imposed.
- 5.6 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6.0 LABOUR RECORDS

- 6.1 The contractor shall maintain a "Register of persons employed" on work on contract in form XIII of the CL (R&A) Central Rules 1971 (Appendix-B).
- 6.2 The contractor shall maintain a "Muster Roll" register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971 (Appendix-C).
- 6.3 The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work in form (Appendix-D).
- 6.4 Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- Full particulars of the labourers who met with accident.
 - Rate of wages

- c) Sex
- d) Age
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when he/she admitted in Hospital
- h) Date of discharge from the Hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act. l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid. n) Authority by whom the compensation was assessed.
- o) Remarks.

6.5 Register of Fines - The contractor shall maintain a "Register of Fines" in the form (Appendix-H).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omission for which fines can be imposed (Appendix-I).

6.6 Register of Deductions – The contractor shall maintain a "Register of Deductions" for damage or loss in form (Appendix-J).

6.7 Register of Advances – The contractor shall maintain a "Register of Advances" in form (Appendix-K).

6.8 Register of Overtime - The contractor shall maintain a "Register of Overtime" in form (Appendix-L).

7.0 ATTENDANCE CARD-CUM WAGE SLIP:

7.1 The contractor shall issue an attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-E).

7.2 The card shall be valid for each wage period.

7.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

7.4 The card shall remain in possession of the worker during the wage period under reference.

7.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

7.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

8.0 EMPLOYMENT CARD

The contractor shall issue an Employment Card in form to each worker within three days of the employment of the worker (Appendix-F).

9.0 SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a service certificate in from Appendix-G.

10.0 PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Officer.

11.0 POWER OF LABOUR OFFICERS TO MAKE INVESTIGATIONS INQUIRY

The Labour Officer or any other person authorized by BCA on its behalf shall have power to make inquire with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

12.0 INSPECTION OF BOOK AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour officer or any other person, authorized by the Central Government on his behalf.

13.0 SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

14.0 AMENDMENTS

The BCA may from to time, add or amend the regulations and on any question as to the application, interpretation or effect of these regulations the decision of the Zonal Chief concerned shall be final.

Appendix - 'A'

LABOUR BOARD

Name of work

Name of Contractor Address of

Contractor Name and Address

of Unit

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

Date:

S. No.	Category	Minimum wage fixed	Actual wages paid	Number present	Remarks

Weekly Holiday

Wage Period

Date of Payment of wages

Working hours

Rest interval

Appendix - 'B'

FORM 13

See rule 75

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and Address of Contractor

Name and Address of Establishment in under
which contract is carried on

Nature and location of work

Name & Address of Principal Employer

Sl. No.	Name and surname of workman	Age & sex	Father's Husbands Name	Nature of employment / designation	Permanent home address of the workman (village and Tehsil Taluk and District)	Local address
1.	2.	3.	4.	5.	6.	7.

Date of commencement of Employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for termination	Remarks
1.	2.	3.	4.	5.

Appendix - 'C'

FORM XVI

(See Rule 78(2) (193))

MUSTER ROLL

Name and address of contractor

Name and address of establishment in/under which
contract is carried on

Nature and location of work

Name and Address of Principal Employer

For the month / fortnight

S. No.	Name of the workman	Sex	Father's/ Husband's Name	Dates					Remarks
1.	2.	3.	4.	5.					6.
				1	2	3	4	5	

Appendix - 'D'

FORM XVII
(See Rule) 78(2) (03)
REGISTER OF WAGES

Name and address of contractor

Name and address of establishment in/under which contract is carried on

Nature and location of work

Name and Address of Principal Employer

Wage period: per month/ fortnightly

S. No.	Name of Workman	Serial No. in the register of workman	Designation nature of work done	Nos. of days worked	Units of work done	Daily rate of wages/ piece rate	Basic Wages
1.	2.	3.	4.	5.	6.	7.	8.

Dearness allowance	Overtime	Other cash payments (Nature of payments to be indicated)	Total	Deduction if any (indicate nature)	Net Amt paid	Signature thumb impression of the workman	Initial contractor or his representative
9.	10.	11.	12.	13.	14.	15.	16.

Appendix - 'E'

FORM XIX

[SEE RULE 78 (2) (B)]

W A G E S L I P

Name and address of contractor

Name and Father's/Husband/s Name of workman

Nature and location of work

For the Week/Fortnight/Month ending

1. No. of days worked
2. No. of Units worked in case of piece rate workers
3. Rate of daily wags/piece rate
4. Amount of overtime wages
5. Gross wages payable
6. Deductions if any
7. Net amount of wages paid

Sign of the Contractor

Appendix - 'E'

WAGE CARD

Wage Card No.

Name and address of Contractor
work with location
Month/Fortnight Rate of Wages

Date of Issue Nature of
Designation Name of workman

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
26 27 28 29 30 31

Morning
Evening
Initial

Rate
Amount

Received from
the sum of Rs.
On account
of my wages.

Signature

The wage card is valid for one month from the date of issue.

Appendix - 'F'

FORM XIV
(See Rule 76)
EMPLOYMENT CARD

Name and address of contractor

Name and address of establishment under which
The contract is carried out

Nature and location of work

Name and address of Principal Employer

1. Name of the workman
2. S. Name in the register of workman employed
3. Nature of Employment/Designation
4. Wage rate (with
particulars of unit in case
of piece work)
5. Wage Period
6. Tenure of employment
7. Remarks

Signature of Contractor

Appendix 'F'

Appendix - 'G'

Form XV

(See Rule 77)

(SERVICE CERTIFICATE)

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification Marks

Father's/Husbands Name

Name and address of establishment in under
which contract is carried on

Name and address of Principal Employer

	Total period of which employed				
S. No.	From	To	Nature of work	Rate of wages (with particular s of unit In case of piece work)	Remarks
1.	2.	3.	4.	5.	6.

Signature

Appendix 'H

Form XII

[See Rule 78 (2) (d)]

REGISTER OF FINES

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of workman

Name and address of Principal Employer

S. No.	Name of workman	Father's/Husband Name	Designation/nature of employment	Act/Omission for which fine imposed	Date of offence
1.	2.	3.	4.	5.	6.

Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine Imposed	Date on which fine realized	Remarks
7.	8.	9.	10.	11.	12.

APPENDIX-‘I’

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule of Labour Regulations, to be displayed prominently at the site of work both in English and local language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonestly in connection with contractors beside a business or property of BCA
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunk-ness fighting riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the BCA or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving the false information regarding name, age, fathers name etc.
13. Habitual loss of wage cards supplied by the employer.
14. Unauthorized use of employers property of manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers, which is not approved by the BCA for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishment.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises

Appendix - 'J'

Form XX

[See Rule 78 (2) (d)]

REGISTER OF DEDUCTION FOR DAMAGES OR LOSS

Name and address of contractor

Name and address of establishment in/ under
which contract is carried on

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/Husband Name	Designation/ nature of employment	Particulars of damage of loss	Date of damage/loss
1.	2.	3.	4.	5.	6.

Appendix - 'K'

Form XXII

Whether workman showed cause against deductions	Name of person in whose presence employees explanation was heard	Amount of deduction Imposed	No. of installment	Date of recovery		Remarks
				First installment	Last Installment	
7.	8.	9.	10.	11.	12.	13.

(See Rule 78(2))

REGISTER OF ADVANCES

Name and address of contractor

Name and address of establishment in/ under
which contract is carried on

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/ Husband's Name	Designation/ nature of employment	Wages period and wages payable	Date and amount of advance given
1.	2.	3.	4.	5.	6.

Purpose / for which advance made	No. of installments by which advance is to be paid	Date and amount of each installment repaid	Date on which last installment was repaid	Remarks
7.	8.	9.	10.	11.

Appendix - 'L'

Form XXIII
[See Rule 78(2) (e)]
REGISTER OF OVERTIME

Name and address of contractor

Name and address of establishment in/ under which
contract is carried on

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/ Husband's Name	Sex	Designation/ nature of employment	Date on which overtime worked
1.	2.	3.	4.	5.	6.

Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime wages paid	Remarks
7	8	9	10	11	12

Section-5

FORMS AND FORMATS **(PAGE No. 123 to 151)**

APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

P A R T –I

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated as per agreement
8. Period for which extension of time has been given previously

Extension granted

- | | | |
|--|--------|------|
| a) First extension vide Engineer-in-charge letter No... ..date | Months | Days |
| b) 2nd extension vide Engineer-in-charge letter No..... date | Months | Days |
| c) 3rd extension vide Engineer-in-charge letter No..... date | Months | Days |
| d) 4th extension vide engineer-in-charge letter No..... date | Months | Days |

Total extension previously given

9. Reasons for which extension have been previously given (copies of the previous application should be attached)

Period for which extension is applied for:

10. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

- a) Serial No.
- b) Nature of hindrance c)
Date of Occurrence

- d) Period for which it is likely to last
 - e) Period for which extension required for this particular hindrance. f) Overlapping period, if any, with reference to item
 - g) Net extension applied for
 - h) Remarks, if any
- Total period for which extension is now applied for on account of hindrances mentioned above Month/ days.

12. Extension of time required for extra work.

13. Details of extra work and on the amount involved:

- a) Total value of extra work
- b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

14. Total extension of time required for 11 & 12

Submitted to the Engineer-in-Charges office.

DATE

SIGNATURE OF CONTRACTOR

APPLICATION FOR EXTENSION OF TIME

(PART – II)

1. Date of receipt of application from Contractor for the work in the Engineer-in-charge office.
2. Acknowledgement issued by Engineer-in-charge vide his letter
No. dated
3. Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.
 - i) Serial No.
 - ii) Nature of hindrance
 - iii) Date of occurrence of hindrance
 - iv) Period for which hindrance, is likely to last
 - v) Extension of time period applied for by the contractor
 - vi) Over lapping period, if any, giving reference to items which over lap
 - vii) Net period for which extension is recommended. viii)Remarks as to why the hindrance occurred and
justification for extension recommended.
4. Engineer-in-charge recommendations.

The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement.

SIGNATURTE OF ENGINEER-IN-CHARGE

APPROVAL OF ZONAL HEAD

PROFORMA FOR EXTENSION OF TIME

P A R T –III

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No _____ dated _____, in connection with the grant of extension of time for completion of e work.....

The date of completion for the above mentioned work, is as stipulated in the agreement, dated

Extension of time for completion of the above mentioned work is granted up to __, without prejudice to the right of the BCA to recover compensation for delay in accordance with the provision made in Clause of the said agreement dated the ____/ ____/ _____. It is also clearly understood that the BCA shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR BCA.

PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

BCA ,
E – 6 (A), Sector – 1, NOIDA (U.P.) - 201301

- 1.0 In consideration of the BCA , having its Corporate Office at E – 6 (A), Sector – 1, NOIDA (U.P.) - 201 301 (hereinafter called "BCA" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated..... made between..... and BCA in connection with..... (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs..... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to BCA, we the..... Bank Ltd., (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by BCA of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from BCA stating that the amount claimed is due to BCA under the said Agreement. Any such demand made on the.....shall be conclusive as regards the amount due and payable by the.....under this guarantee and..... agree that the liability of theto pay BCA the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... which shall be valid up to
- ...
- 2.0 We Bank further agree that BCA shall be the sole judge of and as to whether the amount claimed has fallen due to BCA under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by BCA on account of the said advance together with interest not being recovered in full and the decision of BCA that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by BCA shall be final and binding on us.
- 3.0 We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till BCA certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that BCA shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
- 4.0 BCA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for

any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to BCA and the said Bank shall not be released from its liability under these presents by any exercise by BCA of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of BCA or any indulgence by BCA to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

- 5.0 It shall not be necessary for BCA to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which BCA may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
- 6.0 We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of BCA in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated thisday of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated:

FORM FOR GUARANTEE BOND FOR ANTI-TERMITE TREATMENT

THIS AGREEMENT made this _____ day _____ of Two thousand-----between M/s (hereinafter called the guarantor of the one part and M/s BCA , hereinafter called the BCA hereinafter called the OWNER of the other part.

Whereas this agreement is supplementary to the contract hereinafter called the contract dated _____ made between the guarantor of the one part and BCA, of the other part whereby the contractor inter-alia, understood to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be so reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-Charge calling upon him to rectify the defects falling which the work shall be got done by BCA/ OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in- charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify BCA against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by BCA/ OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the
Guarantor _____ and by _____ for and on behalf of BCA on
the day of _____ month and year first above written.

Signed sealed and delivered by (Guarantor) IN THE
PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of BCA by/ in presence of: 1.
2.

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The agreement made thisday ofTwo thousand One and.....between (hereinafter called Guarantor of the one part) and the BCA (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract), dated and made between the GUARANTOR OF THE ONE part and the BCA of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over of the structure of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
- b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the BCA by some other Contractor at the guarantor's cost and risk. The decision of Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach there- under, then the Guarantor will indemnify the principal and his successors against all laws damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/ or cost incurred by the BCA, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator,, ,.....and by And for and on behalf of the BCA on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of-

1.

2.

Signed for and on behalf of the BCA by _____

In presence of:

1.

2.

PROFORMA OF INDENTURE FOR SECURED ADVANCE OR CREDIT

THIS INDENTURE made this day of _____ Between(hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor/administrators and assign of the one part and BCA , having its Corporate Office at BCA, BCA office, 45-C, Near Sahyog Hospital, Patliputra Colony, Patna-800013 (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement). The Contractor has agreed to construct.....

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____ only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with The Engineer and declares as follows:

1. That all sums given as advance or credit by The Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by The Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify The Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor s solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by The Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by The Engineer.
5. That said material shall not on any account be removed from the site of work except with the written permission of The Engineer.

6. That the advance shall be repayable in full when or before Contractor receives payment from The Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment The Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.
7. That if the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to The Engineer, shall immediately on the happening of such default be repayable by the Contractor to The Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by The Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:
 - a. Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.
 - b. Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.
 - c. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Except in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of Delhi courts only.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by

Contractor

The Engineers

AGREEMENT FORM

This agreement made this day of (Month) (Year), between the **BCA (BCA)**, a company incorporated under the Companies Act, 1956 having its Corporate Office at E – 6 (A), Sector – 1, NOIDA (U.P.) - 201301 (hereinafter referred to as the “BCA” which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s (NAME OF CONTRACTOR)** (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, BCA, has desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the “PROJECT”) on behalf of the **(NAME OF OWNER/MINISTRY)** (hereinafter referred to as “OWNER”), had invited tenders as per Tender documents vide NIT No. _____.

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

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

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

ARTICLE 2.0 – CONTRACT DOCUMENTS

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

a) BCA Notice Inviting Tender vide no. _____

Tender documents consisting of:

- i) General Conditions of Contract (GCC) along with amendments/errata to GCC (if any) issued (Volume-II).
- ii) Special Conditions of Contract including Appendices & Annexures, Volume-III.
- iii) Bill of Quantities along with amendments/corrigendum of schedule items, if any (Volume-IV).
- iv) _____
- v) _____

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

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

2.2 BCA's detailed Letter of Intent No. _____ dated _____ including Bill of Quantities. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor .

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

ARTICLE 3.0 – CONDITIONS & CONVENANTS

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

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

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

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

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

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

ARTICLE 4.0 – NO WAIVER OF RIGHTS

4.1 Neither the inspection by BCA or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by BCA or the Engineer-in- Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by BCA or the Engineer-in-

Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to BCA, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

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

5.2 Notice of Default

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

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

For and on behalf of:
CONTRACTOR)
WITNESS:
1.

For and on behalf of: (NAME OF
M/s BCA
WITNESS:
1.

UNDERTAKING FOR FINANCIAL ASSISTANCE

(To be submitted by the contractor on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) purchased in Delhi & duly attested by Notary Public at Delhi)

BCA has awarded the (Name of the Project) vide LoA No.
Dated..... and Agreement dated....., to M/s....., having
its Regd. Office/ Head Office at, hereinafter referred to as “contractor”.

I, S/o, R/o....., Working as.....,
duly authorized by the Company Resolution datedor on behalf of the Partnership (as the case
may be), do hereby undertake and affirm that;

1. I am the Sole Proprietor/Authorized signatory of the contractor.
2. In terms of the Clause 24.2 of the General Conditions of Contract the contractor is entitled for payment only when BCA receives the corresponding payment against the bill from the client/owner of the project. However, since no corresponding payment against the bill has been released by the client/owner, on the contractor’s specific request for financial assistance under Clause 24.4 of the General Conditions of Contract, BCA has shown its willingness to extend financial assistance amounting to Rs. (Rs) to the contractor for use in execution of the aforementioned work(s).
3. The sum(s) released under the said Clause 24.4 as financial assistance by BCA shall be utilised by the contractor in or toward the execution of the said works and for no other purpose whatsoever.
4. In consideration of BCA agreeing to pay Rs. (Rs) I undertake that BCA shall be entitled to adjust/recover the said sum(s) released as financial assistance along with simple interest @.....% p.a. on the said financial assistance from the contractor.
5. The sum(s) released under the said Clause 24.4 as financial assistance along with interest thereon shall be adjusted/recovered by BCA from the corresponding payment received from the client/owner as stipulated in the said Clause 24.4 or at BCA’s sole discretion from any other dues at any stage of the contract or from any other work(s) being executed by contractor on behalf of BCA.

Verified atthis.....day of

Signature of the Authorized Person

ATTESTED BY (NOTARY PUBLIC) AT DELHI

Undertaking by the Contractor to have complied with the provisions of Contract Labour (Regulation & Abolition) Act & Rules, EPF and ESI Obligations.
(To be submitted along with each RA/Final Bill)

(Clause 73.4.2, Section-3)

I ----- S/o Sh.-----
----- authorised representative of M/s-----
-----, do hereby declare and undertake as under:

2. That in the capacity of independent Contractor for M/s BCA at ---

----- I and the sub-contractor engaged by me for the above said work, if any, have complied with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 by holding a valid license under the Act and Rules thereto. I have paid the wages **for the month of**

These wages are not less than the minimum rates applicable to all the employees and no other dues are payable to any employee.

3. That I and the sub-contractor engaged by me for the above said work, if any, have covered all the eligible employees under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 and deposited the Contributions **for the months up to** -----

- and as such no amount towards EPF/ESI contributions, whatsoever is payable, is pending.

4. I, further declare and undertake that in case any liability pertaining to my employees or towards employees of the sub-contractor engaged by me for the above said work, if any, arises in future, I shall be fully responsible for all consequences. In case any liability is discharged by BCA. due to my/ my sub-contractor's lapse, I undertake to reimburse the same or BCA is authorised to deduct the same from my dues at this Project or at any other Project.

Date: _____

Authorised Signatory
(Name & Seal of Company)

Witness:

1. _____

2. _____

ANNEXURE-4.8A

Proforma for final completion certificate to be issued by Client/customer (Clause no. 35,
section-3)

No.

Dated

TO WHOM IT MAY CONCERN

This is to certify that M/s has successfully completed and handed over the work/Project of as per Technical specifications, drawings and meeting norms of contract agreement/MOU. The details of project are given below:-

S. No.	Description	Details
1	Name of Project/ Work	
2	Sanction letter/ Agreement No. & date	
3	Sanctioned cost	Rs.
4	Actual completion cost	Rs.
5	Date of commencement	
6	Date of completion (Capital work)	
7	Date of completion (Commissioning part)	
8	Performance	Satisfactory/ good/ Very good/ Excellent

Signature and stamp of clients
(Name of client)

SECTION-6

MILESTONES

Table of Milestones: For 24 months completion time			
Sl. No.	Description of Mile stone (for Guidance Purpose Only)	Cumulative Time allowed in Months (From date of start/Date of commencement of work)	Amount to be withheld in case of Non-achievement of mile stone (% of tendered amount for the concerned component/building of the project)
(i)	Submission and approval of structural design, drawings & MEP conceptual design, drawings and shifting of various services.	03 Months	0.5% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(ii)	25% of Total work in Financial Terms	08 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(iii)	50% of Total work at in Financial Terms	13 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(iv)	75% of Total work in Financial Terms	18 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(v)	90% of Total work in Financial Terms	21 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(vi)	All Civil, Electrical & Mechanical and Horticulture work completed in all aspects in the building with services, clearances from all local bodies, completion certificates, occupancy certificate etc. required to declare buildings authorized for occupation	24 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(vii)	Handing over & commissioning of project	27 Months	0.5% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)

END OF VOLUME