



# MES BUILDERS ASSOCIATION OF INDIA (REGD.)



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2019-2021

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Ref: MESBAI/E-IN-C/02/2019

Date: 08 July 2019

To  
THE ENGINEER-IN-CHIEF  
KASHMIR HOUSE, RAJAJI MARG  
DHQ PO,  
NEW DELHI – 110 011

**Sub: INCLUSION OF PERFORMANCE SECURITY, DELETION OF RISK & COST PROVISION AND INCREASE IN DEFECTS LIABILITY PERIOD.**

Respected Sir,

- Reference to your HQ letter No. 66546/Manual/924/E8 dated 18.02.2019 and our letter Nos. :-  
(a) MBAI/E-in-C/285/2018 dated 25.03.2019  
(b) MBAI/E-in-C/288/2019 dated 16.04.2019
- Vide our letters reference in Para-(1) above, we had requested to review certain provisions which needs to be amended keeping the overall effect of policy to our fraternity in the consideration.
- We once again request you to examine brief of modifications which we feel has to be made in the policy as detailed in Appendix-"A" attached to this letter though same are submitted earlier and discussed in various meetings presided over by your kind honour.

## BRANCHES

AGRA AHMEDABAD ALLAHABAD AMBALA AMRITSAR ANDAMAN/NICOBAR BABINA BANGALORE BARAMULLA BAREILLY BARODA BARRACKPORE BATHINDA BHOPAL BHUJ BIKANER BINNAGURI CHANDIGARH CHANDIMANDIR CHANDIPUR CHENNAI COCHIN DEHRADUN DELHI DINJAN-CHABUA FEROPUR GURDASPUR GUWAHATI GWALIOR GREATER HYDERABAD HISAR HASIMARA ISHAPORE JABALPUR JAIPUR JAISALMER JALANDHAR JAMMU JAMNAGAR JHANSI JODHPUR JORHAT KANPUR KARGIL KARWAR KOLKATA KOTA LEH LUCKNOW MATHURA MEERUT MHOW MUMBAI NAGPUR NASIK PANJIM PATHANKOT PATIALA PITHORAGARH PUNE RANCHI ROORKEE SAUGOR SHILLONG SILCHAR SILIGURI SRINAGAR TENGA TEZPUR UDHAMPUR VASCO VISAKHAPATNAM WELLINGTON YOL



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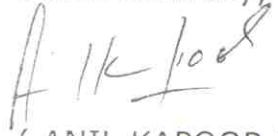
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- We request you to fix the date for meeting of the proposed committee to discuss points given in Appendix 'A' and any other point which may emerge during the discussion can be discussed.
- You are also requested to put above subject policy in its present form in abeyance till the time a pragmatic policy is decided with mutual consent. Necessary instructions in this regard may be issued to all formations urgently in order to avoid complications for the bidders.

An early action is requested please.

Thanking you.

Yours faithfully,  
  
(ANIL KAPOOR)  
PRESIDENT

Encl. : As above (Appendix-"A"  
and Annexure-"A" to Appendix-"A")

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## BRIEF DETAILS OF TYPE OF CONTRACT, REQUIREMENT OF DEFECT LIABILITY PERIOD

S#		Based upon Categories of works / Type of Contracts as per Contract Manual/ In Practice	Period of Defect Liability as per New Policy	Suggested Period of Defect Liability	Remarks and MES BAI Suggestion
(a)		<b>Civil Engineering Works :-</b>			
	(i)	Building Works Original or any other Civil Engineering related work.	02 Years.	01 Year.	Performance Guarantee should be limited up to the completion of the suggested defect liability period. Please note that most of the items used in works are covered with standard guarantee or warrantee clause of it's applicability from 18 months from the date of purchase or 12 months from the date of installation & commissioning, which ever is earlier. Consumable items viz Bulbs, Tube Light Fittings etc should not be covered under defect liability.
		Repair to Buildings Works or repair to any other Civil Engineering related work.	02 Years.	(a) Routine Maintenance-06 Months (b) Special Repairs - 1 Year.	Performance Guarantee should be limited up to the completion of the suggested defect liability period. Please note that most of the items used in works are covered with standard guarantee or warrantee clause of it's applicability from 18 months from the date of purchase or 12 months from the date of installation & commissioning, which ever is earlier. Consumable items viz Bulbs, Tube Light Fittings etc should not be covered under defect liability.
		Periodical Services	02 Years.	To be specified as per Table "G" of Defence Services Regulation (Regulations for the Military Engineer Services) (RMES)	There should be no performance guarantee clause for such contracts as periodicity of works in many cases is less than the date of completion of the contract.

S#		Based upon Categories of works / Type of Contracts as per Contract Manual/ In Practice	Period of Defect Liability as per New Policy	Suggested Period of Defect Liability	Remarks and MES BAI Suggestion
(a)	(ii)	<b>Water Supply &amp; Sewage Disposal</b>			
		Water Supply :- Original Work	02 Years	01 Year	Performance Guarantee should be limited up to the completion of the suggested defect liability period. Please note that most of the items used in works are covered with standard guarantee or warrantee clause of it's applicability from 18 months from the date of purchase or 12 months from the date of installation & commissioning, which ever is earlier.
		Water Supply :- Repair Work	02 Years	01 Year	-Do-
		Water Supply :- Maintenance	02 Years	06 Months	There should be no performance guarantee clause for such contracts as periodicity of works in many cases is less than the date of completion of the contract.
		Water Supply :- Special Repair	02 Years	01 Year	Performance Guarantee should be limited up to the completion of the suggested defect liability period. Please note that most of the items used in works are covered with standard guarantee or warrantee clause of it's applicability from 18 months from the date of purchase or 12 months from the date of installation & commissioning, which ever is earlier.

		<b>Sewage Disposal</b>			
		Sewage Disposal :- Original Work	02 Years	01 Years	Performance Guarantee should be limited up to the completion of the suggested defect liability period. Please note that most of the items used in works are covered with standard guarantee or warrantee clause of it's applicability from 18 months from the date of purchase or 12 months from the date of installation & commissioning, which ever is earlier.
		Sewage Disposal :- Repair Work	02 Years	01 Year	Performance Guarantee should be limited up to the completion of the suggested defect liability period. Please note that most of the items used in works are covered with standard guarantee or warrantee clause of it's applicability from 18 months from the date of purchase or 12 months from the date of installation & commissioning, whichever is earlier.
		Sewage Disposal :- Maintenance	02 Years	06 Months	There should be no performance guarantee clause for such contracts as periodicity of works in many cases is less than the date of completion of the contract.
		Sewage Disposal :- Cleaning of Sewage Lines/ Septic Tanks/ Soakage Pit/ Soakage Work	02 Years	NIL	Since this type of works are required on routine basis, as such no defect liability can be ascertained.
<b>(a)</b>	<b>(iii)</b>	<b>Runway &amp; Pavement</b>	02 Years	02 Years	Maintenance & upkeep for the period of 2 years on monthly payment basis should be made part of the contract.
	<b>(iv)</b>	<b>Marine &amp; Harbour Works</b>	02 Years	02 Years	Maintenance & upkeep for the period of 2 years on monthly payment basis should be made part of the contract.

