

**Tender
for
Comprehensive Maintenance of Civil & Electrical part
of all the buildings of Hospital Complex, Medical
College Complex, Nursing College, Hostels and
Residential Complex Buildings at
AIIMS, Jodhpur.**

N.I.T. No.	AIIMS-JDH/EE/ELECT/2019-20/05 (Second Call)
NIT Issue Date	18-02-2020
Pre Bid Meeting	25-02-2020 at 03:00 P.M.
Last Date of online submission of tender	12-03-2020 upto 03:00 P.M.
Last Date of submission of hard copy of EMD	12-03-2020 upto 03:00 P.M.
Technical Bid Opening	13-03-2020



All India Institute of Medical Sciences Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan

Telephone: 0291- 274071; Extn. 3189, email: saxenap@aiimsjodhpur.edu.in

www.aiimsjodhpur.edu.in

INDEX

S. No.	Detail provided	Page no. of NIT
1.	Notice Inviting Tender	03
2.	Instructions for the Bidder / The service provider/ Bidders and Criteria of eligibility	04
3.	Criteria of eligibility	04
4.	Documents to be furnished by the bidder along with Technical Bid	05
5.	Acceptance of tender	06
6.	General Rules & Directions	07- 09
7.	General Conditions of Contracts	10 – 11
8.	Clauses of contract	12 - 55
9.	Appendix - I	56
10.	Performa of Schedules	57 – 59
11.	Special Conditions of Contracts	60
12.	Additional Conditions of Contracts	61 - 66
13.	Annexure - I	67
14.	Annexure – II	68 – 81
15.	Annexure – III	82
16.	Annexure – IV	83
17.	Annexure – V	84
18.	Annexure - VI	85
19.	Annexure - VII	86
20.	Annexure - VIII	87
21.	Check list for documents required with technical bid	88
22.	Annexure - IX	89
23.	Annexure - X	90
24.	BOQ in excel format	Separately attached as Price-bid

Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER**ALL INDIA INSTITUTE OF MEDICAL SCIENCE, JODHPUR
NOTICE INVITING TENDER**

01	Name of work	Comprehensive Maintenance of Civil & Electrical part of all the buildings of Hospital Complex, Medical College Complex, Nursing College, Hostels and Residential Complex buildings at AIIMS, Jodhpur.
02	Tender No.	AIIMS-JDH/EE/ELECT/2019-20/05 (Second Call)
03	Contract period	One year
04	Estimated Cost	Rs. 4,48,78,504.00
05	Earnest money deposit	Rs. 8,97,570.00
06	Performance Security	5% of contract value
07	Security Deposit	5% of each running bill
08	Tender documents	Download from following websites- www.aiimsjodhpur.ac.in http://eprocare.gov.in
09	Pre-bid meeting	25-02-2020 at 03:00 P.M. in Administration Block, Medical College, AIIMS Jodhpur.
10	Last date and time of online submission of tender	12-03-2020 upto 03:00 PM
11	Last date, time and place of submission of hard copy of EMD	12-03-2020 upto 03:00 PM at Engineering Department, 2nd Floor, Medical College, AIIMS Jodhpur.
12	Date and time of online technical bid opening	13-03-2020.

❖ **Please read carefully the notes given with the Tender Notice.**

**Executive Engineer (E)
AIIMS, Jodhpur**

Instructions for the Bidder/ The service provider/Bidders: -

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare Institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites online bids for Percentage rate tender for Comprehensive Maintenance of Civil & Electrical part of all the buildings of Hospital Complex, Medical College Complex, Nursing College, Hostels and Residential Complex buildings at AIIMS, Jodhpur.

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
2. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. Bidder/Service Provider are advised to follow the instructions provided in the 'Instructions to the service providers/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white **option** which helps in reducing size of the scanned document.

4. Criteria of Eligibility:

Contractor who fulfill following requirement shall be eligible to apply. Joint ventures are not accepted.

- a. Contractor should have experience of having successfully completed similar works during last seven years ending 31-12-2019 as below: -

Three similar works each of value not less than 40% of the estimated cost put to tender

Or

Two similar works each of value not less than 60% of the estimated cost put to tender

Or

One similar work each of value not less than 80% of the estimated cost put to tender

Note: Completion certificate to be attached. (Details should be mentioned as per Annexure-III and work order copies for qualified considered work should be attached)

b. Definition of similar work:

Similar work shall means

“Work of day-to-day comprehensive maintenance services of Civil / Electrical part”

Or

“Construction of building works in which both Civil & Electrical works are included.”

The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of previous month in which bids are received.

5. **Performance guarantee** equal to 5% of the contract value is required to be submitted within **07** days from the date of issue of notification of award.
6. **Security deposit** equal to 5% of the contract value will be deducted from each running account bill of the contractor.
7. **Turnover:** Average annual financial turn over on construction works should be at least **100%** of the estimated cost during the immediate last 3 consecutive financial year.
8. **Solvency Certificate:** Solvency of the amount equal to **40%** of the estimated cost of the work by any scheduled nationalized bank only.
9. Should not have incurred any loss in more than two years during the last five years ending 31st March, 2019
10. **EMD Payment:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 8,97,570.00 (Rupees Eight Lakh Ninety Seven Thousand Five Hundred Seventy Only)** by way of demand drafts or Bank Guarantee (valid upto 180 days from submission) only payable at Jodhpur. The Demand Drafts or Bank Guarantee shall be drawn in favour of **“All India Institute of**

Medical Sciences, Jodhpur". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidders, it would be returned after award of the contract. **The Demand Drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before the last date of submission of bid.**

- a) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- b) The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD only (Copy of registration must be provide along with technical bid). No other relaxation shall be allowed.
- c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

11. The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of submission of bid. The bid submitted without EMD will be summarily rejected.

12. Submission of Tender:

The tender shall be submitted online in two part, viz. Technical Bid and Financial Bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

- ✓ **The offers submitted by Fax/e-Mail or any other means (other than CPP portal) shall not be considered. No correspondence will be entertained in this matter.**

13. Technical Bid

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) Similar works Completion Certificates from Client Departments.
- b) **The Technical Bid should be accompanied by Demand Draft of an amount of Rs. 8,97,570.00 (Rupees Eight Lakh Ninety Seven Thousand Five Hundred Seventy Only). The Demand Draft of EMD should be prepare separately and drawn in favor of All India Institute of Medical Sciences, Jodhpur (valid upto 180 days from the last date of submission of bid) payable at Jodhpur or certificate of EMD exemption as per above.**
- c) Copy of constitution or legal status of the Bidder Manufacturer / Sole proprietorship/ Firm /Agency etc.
- d) Copy of Income Tax Return Acknowledgement for last Three years i.e. 2016-17; 2017-18; 2018-19.
- e) Certificate of Financial Turn over: At the time of submission of bid contractor should upload Certificate from CA mentioning Financial Turnover of last 3 years i.e. 2016-17; 2017-18; 2018-19.
- f) Profit & Loss statement for last 5 years i.e. 2014-15; 2015-16; 2016-17; 2017-18; 2018-19.
- g) EPF & ESIC registration certificate.
- h) Copy of Labour license.
- i) Copy of PAN Card.
- j) Copy of GST Registration.
- k) Certificates as per Annexure- III, IV, V, VI, VII & VIII.
- l) Duly signed tender document, all the annexures (I to VIII), corrigendum / addendum (if any) and all the supporting documents (to be attached with the bid).

II. Financial Bid

Price bid Form [As per BOQ, Digitally signed] – Price must be quoted as per format specified; failing which tender shall be summarily rejected.

Executive Engineer (E)
AIIMS, Jodhpur

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR
TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2019-20/05(Second Call)
(On company / firm's letterhead)

Percentage Rate Bid for works:

Tender for Comprehensive Maintenance of Civil & Electrical part of all the buildings of Hospital Complex, Medical College Complex, Nursing College, Hostels and Residential Complex buildings at AIIMS, Jodhpur.

T E N D E R

I/We have read and examined the notice inviting tender, all the Annexures, specifications applicable, General rules and directions, General Conditions of Contract, Special Conditions of Contract, Clause of Contract, General Conditions for Supply of Material, Financial Bid and other documents and rules referred to in the tender document for the work.

I/We hereby tender for the execution of the work in accordance and in all respects with the specifications and instructions in writing referred to Rules & Directions with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for from the due date of its opening of technical bid and not to make any modification in its terms and conditions.

A sum of **Rs. 8,97,570.00 (Rupees Eight Lakh Ninety Seven Thousand Five Hundred Seventy Only)** is hereby forwarded in **Demand Draft** of a scheduled bank /**Bank Guarantee** issued by a scheduled bank as earnest money (valid upto 180 days from submission) payable at Jodhpur. A copy of earnest money in receipt Demand Draft of a scheduled bank/Bank Guarantee issued by a scheduled bank / EMD exemption certificate is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director, AIIMS, Jodhpur or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Director, AIIMS, Jodhpur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in all the conditions of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/ we shall be debarred for tendering in **AIIMS, Jodhpur** in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Witness:

Signature of Contractor:

Postal Address:

Address:

Occupation:

GENERAL RULES & DIRECTIONS

1. All work proposed for execution by contract is notified in Notice Inviting Tender for publication in Newspapers and posted on the respective websites as the case may be.

This information will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.

2. In the event of the 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, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. **Applicable for Percentage Rate Tender only (Refer CPWD Form -7)**

In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at BOQ; he will be willing to execute the work. The tender submitted shall be treated as invalid if:-

- i. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
- ii. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- iii. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- iv. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
5. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Director, AIIMS- Jodhpur by EE-in-charge of work & the lowest contractors those have quoted equal amount of their tenders.
 6. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

7. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
8. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
9. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or his authorized person.
10. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
11. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
12. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

Applicable for percentage Rate Tender only (Refer CPWD Form- 7)

13. In case of Percentage Rate Tenders only percentage quoted shall be considered.
Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be firm so that there will be no discrepancy.
14. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

Applicable for Percentage Rate Tender only (Refer CPWD Form- 7)

15. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work in the excel BOQ (attached separately)
16. The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
17. The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of

Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

18. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
19. GST shall be paid by the contractor and it will be reimbursed to him as applicable at the time of payment by AIIMS- Jodhpur against the GST invoice submitted by the contractor with respective running bills.
20. The tender for the work shall not be witnessed by a contractor or a contractor who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
21. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Engineer-In-charge of work may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Executive Engineer (E)
AIIMS, Jodhpur

GENERAL CONDITIONS OF CONTRACT

Definitions

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, AIIMS- Jodhpur 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. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such 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.
 - (ii) The Site shall mean AIIMS- Jodhpur on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The Contractor shall mean the individual, firm 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 company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The Competent Authority means the Director, AIIMS- Jodhpur and his successors.
 - (v) The Engineer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Director, AIIMS- Jodhpur as mentioned in Schedule hereunder.
 - (vi) Government or Government of India shall mean the Director, AIIMS- Jodhpur. Accepting Authority shall mean the authority mentioned in schedule(s)
 - (vii) 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 Accepting Authority 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 Government's faulty design of works. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule(s) to cover, all overheads and profits.
 - (viii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in schedule(s) hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - (ix) Department means AIIMS- Jodhpur which invites tenders on behalf of Director, AIIMS- Jodhpur as specified in schedule(s).
 - (x) District specifications mean the specifications followed by the CPWD/State Government/ BIS and as instructed by Engineer-In-Charge of the work.
 - (xi) Tendered value means the value of the entire work as stipulated in the letter of award.
 - (xii) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule(s) or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance:-

2. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
3. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

Works to be carried out:-

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

Sufficiency of Tender

5. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors:-

6. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions
- 6.1 In the case of discrepancy between the schedule of Quantities, Specification etc., the following order of preference shall be observed:-
 - (i) Description of Schedule of Quantities.
 - (ii) Particular Specifications, Special Conditions & Additional Conditions, if any.
 - (iii) CPWD Specifications.
 - (iv) Indian Standard Specifications of B.I.S.

Decision of Engineer-In-Charge shall be final & bounding on the contractor.

- 6.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to the specifications or from any of his obligations under the contract.

Signing of Contract:-

7. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard C.P.W.D. Form as mentioned in schedule(s) consisting of:
 - a. Various standard clauses with corrections up to the date stipulated in schedule(s) along with annexures thereto.
 - b. C.P.W.D. Safety Code.
 - (iii) No payment for the work done will be made unless contract is signed by the contractor.

Executive Engineer (E)
AIIMS, Jodhpur

CLAUSES OF CONTRACT

CLAUSE 1

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

CLAUSE 1 A

Recovery of Security Deposit:-

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

CLAUSE 2

Compensation for delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 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-----@ 1.5 % per month of delay to be computed on per day basis
Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work 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 the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on 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

CLAUSE 3**When Contract can be determined:-**

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work 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.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government 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 act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government 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.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (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.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (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.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise

parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation 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.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- (i) If the Tendered value of work is up to Rs. 45 lac : 15 days.
- (ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore : 21 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 days.

If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 lacs.

CLAUSE-4

Contractor Liable to pay compensation even if action not taken under CLAUSE-3:-

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the 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, 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.

CLAUSE 5

Time and Extension for Delay:-

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. 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 of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases 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 the work as per mile stones given in Schedule 'F'.

(a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.

(b) The project management shall be done using M.S. Project software for works costing more than Rs. 5Crore and up to Rs. 20Crore.

For works costing more than Rs. 20Crore, project management shall be done using Primavera Software.

PROGRAM CHART

(i) The Contractor shall prepare an integrated program chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract. A recovery of Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the above program.

The program chart should include the following:

- (a) Descriptive note explaining sequence of the various activities.
 - (b) Network (PERT / CPM / BAR CHART).
 - (c) Program for procurement of materials by the contractor.
- (ii) Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per program, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.
- (iii) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above or after rescheduling of milestones, the contractor shall produce a revised program within 7 (seven) days, showing the modifications to the approved program to ensure timely completion of the work. The modified schedule of program shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the modified program.
- (iv) The submission for approval by the Engineer-in-Charge of such program or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
- (v) The contractor shall submit the progress report using MS Project/Primavira software with base line program referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of Government to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or
- (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge 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 authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done:-

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

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

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

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

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

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

It is also a term of this contract that 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.

CLAUSE 6A

Computerized Measurement Book

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 having pages of A-4 size as per the format of the department 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 to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Office for payment.

The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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.

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

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of 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 department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that 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.

CLAUSE 7

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be

conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Completion Certificate and completion plans:-

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 8

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.

CLAUSE 8A

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in- Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 8B**Completion plans to be submitted by the Contractor:-**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 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.15,000 (Rs. Fifteen thousand only) as may be fixed by the Executive Engineer concerned and in this respect the decision of the Executive Engineer shall be final and binding on the contractor.

The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, , the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/-for the same shall be recovered from the contractor.

CLAUSE 9**(Payment of final bill)**

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

(i) If the Tendered value of work is up to Rs. 45lac : 2 months (ii) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5Crore : 3 months (iii) If the Tendered value of work exceeds Rs. 2.5Crore : 6 months

In case of delay in payment of final bills after prescribed time limit, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.

CLAUSE 9A

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities visa-vis the President of India.

CLAUSE 10**(Materials supplied by the Government):-**

Materials which Government will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the program for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased program of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) materialwise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed-off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then

the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. 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 these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for c required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-In-Charge or his authorized representative 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 in obtaining the right to such access.

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

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

CLAUSE 10B

Plant Machinery & Shuttering Material Advance

(i) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the

opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same. Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer in Charge, and
3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineering-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

Mobilization Advance

(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in- Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof
AIIMS, Jodhpur Page 31

of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'

Interest & Recovery

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent 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 per cent 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.

If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge

CLAUSE 10C

Payment on Account of Increase in Prices/Wages due to Statutory Order(s)

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of updated stipulated date of completion considering effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered amount).

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/GST, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender

If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated

period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material.

$$V = P \times Q \times CI - CI_0$$

CI_0

where,

V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F".

For Projects and Original Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

For Maintenance Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non-schedule extra /substituted item paid/to be paid at market rate under clause 12.2.

CI_0 = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.

- (ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.
- (iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.
- (iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.
- (v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

CLAUSE 10 CC

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below:
- (a) Gross value of work done up to this quarter:
- (b) Gross value of work done up to the last quarter:
- (c) Gross value of work done since previous quarter (A-B)
- (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10CA) fresh paid in this quarter:
- (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10CA) recovered in this quarter:
- (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E)
- (g) Advance payment made during this quarter:
- (h) Advance payment recovered during this quarter:
- (i) Advance payment for which escalation is payable in this Quarter(G-H):
- (j) Extra items/deviated quantities of items paid as per Clause 12

Based on prevailing market rates during this quarter:

Then, $M = C + F + I - J$

$N = 0.85 M$

(k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter

(l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter

Cost of work for which escalation is applicable:

$W = N - (K + L)$

- (iii) Components for materials (except cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the

contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) shall be worked as per the formula given below:-

(a) Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$V_m = W \times X_m \times \frac{MI - MI_o}{100 MI_o}$$

100 MI_o

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

X_m = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

MI = All India Wholesale Price Index for civil component/electrical component of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

MI_o = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

***Note:** relevant component only will be applicable.

(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

VL: Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work,

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of

the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

L10: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'. (b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:-

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10CC, the factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.

CLAUSE 10 D

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 12

Deviation/Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.

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

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

12.2 A. For Project and original works:

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), 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 prescribed time limit 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 For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration:

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate

Deviation, Substituted Items, Pricing

A. For Project and original works:

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

Deviation, Deviated Quantities, Pricing

For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration:

In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

A. For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or 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 schedule of quantities, the Engineer-in-Charge shall within prescribed time limit 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.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration:

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.

The prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:

If the Tendered value of work is up to Rs. 45 lac :	30 days.
If the Tendered value of work is more than Rs 45 lac and up to Rs. 2.5 Crore :	45 days.
If the Tendered value of work exceeds Rs. 2.5 Crore :	60 days.

12.3.A. For Project and original works:

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 Schedule F, and the Engineer-in-Charge shall after giving notice to 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.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration:

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to 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.

12.4 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 Executive Engineer may authorize consideration of such claims on merits.

12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 meters above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

12.6. Any operation incidental to or necessarily has to be in contemplation of tenderer while filing 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 of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon reduce the scope of the works for any reason whatsoever and hence not require the whole any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take

over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- (iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

Clause 14

Carrying out part work at risk & cost of contractor

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at

the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or 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.

CLAUSE 15

Suspension of Work

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

(a) On account of any default on the part of the contractor or;

(b) For proper execution of the works or part thereof for reasons other than the default of the contractor;

or

(c) For safety of the works or part thereof.

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

If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor

may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15 A

(Compensation in case of delay of Supply of material by Govt.)

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government

CLAUSE 16

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-Incharge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality 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 incharge of the worker to the Director AIIMS, Jodhpur or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance, 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 (six months in the case of work costing Rs. 10 Lac and below except roadwork) 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 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or

removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

(Contractor Liable for damages defects during defect liability period)

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted 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 for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof

CLAUSE 18 A

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, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the

compensation so paid; and, without prejudice to the rights of the Government under sub-section (2) of Section 12, of the said Act, Government 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 Government to the contractor whether under this contract or otherwise. Government 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 Government full security for all costs for which Government might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government 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 and the rules under Clause 19H or under the C.P.W.D. 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 C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government 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 Government to the contractor whether under this contract or otherwise Government 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 Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

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

CLAUSE 19 B

(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 C.P.W.D. 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) 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 Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized 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.

(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-fulfillment 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.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(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 thereunder from time to time.

(v) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vi) 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.

(vii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(viii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide

necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,

the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

- (4) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

CLAUSE 19 E

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 Central Public Works Department and its contractors.

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 - upto 3 weeks from the date of miscarriage.

2. Pay :

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.

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 as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor'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 the Government 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 C.P.W.D. 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).

CLAUSE 19 H

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 laborers.
- (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 laborers 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 laborers. 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 therefore.
- (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 laborers 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 draining 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.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the laborers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized 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 upto 5% of tendered value of work may be imposed by the Executive Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Executive Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineering- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

CLAUSE 19L**Contribution of EPF and ESI**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

CLAUSE 20**Minimum wages Act to be complied with**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21**Work not to be sublet. Action in case of solvency**

The contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer

or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

CLAUSE 23**Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineering-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 previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

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

CLAUSE 25**Settlement of Disputes & Arbitration**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Executive Engineer in writing for written instruction or decision. Thereupon, the Executive Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Executive Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Executive Engineer, the contractor may, within 15 days of the receipt of Executive Engineer's decision, appeal to the Director AIIMS, Jodhpur who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director AIIMS, Jodhpur shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Director AIIMS, Jodhpur the contractor may within 30 days from the receipt of the Director AIIMS, Jodhpur decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director AIIMS, Jodhpur. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma as

per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para(i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director AIIMS, Jodhpur,, in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director AIIMS, Jodhpur of the appeal.

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

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

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

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

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

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

CLAUSE 26

Contractor to indemnify Govt. against Patent Rights

The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom provided that the contractor shall not be liable to indemnify the President of India if

the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lump sum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are specified

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

CLAUSE 29

Withholding and lien in respect of sum due from contractor

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineering- Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government 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 with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

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

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

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

CLAUSE 29A

Lien in respect of claims in other Contracts

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

CLAUSE 30

Employment of coal mining or controlled area labour not permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any laborer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area laborer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per laborer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area laborer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government

CLAUSE 31

Unfiltered water supply

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

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

The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31 A

Departmental water supply, if available

Water if available may be supplied to the contractor by the department subject to the following conditions:-

- (i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.

The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33

Return of Surplus materials

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

Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Hire of Plant & Machinery

(i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(ii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his program of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.

(iii) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Executive Engineer shall be final and binding on the contractor.

(iv) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.

(v) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vi) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion,

allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

- (vii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.
- (viii) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.
- (ix) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- (x) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
- (xi) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (xii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Government plant and machinery in question have, in fact, remained idle with the contractor because of the suspension
- (xiii) In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35**Condition relating to use of asphaltic materials**

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to 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. Although the materials are hypothecated to Government, 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 consent of the Engineer-in- Charge in writing.
- (iii)The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36**Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

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

Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) alongwith every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

CLAUSE 37

Levy/Taxes payable by Contractor

(i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

(i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount

so paid, provided such payments, if any, is not, in the opinion of the Executive engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

If relative working in AIIMS, Jodhpur then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the AIIMS, Jodhpur (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the AIIMS, Jodhpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in AIIMS, Jodhpur for any breach of this condition.

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

CLAUSE 41

No Gazetted Engineer to work as Contractor within one year of retirement

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

CLAUSE 42

Return of material & recovery for excess material issued.

- (i) After completion of the work and also at any intermediate stage in the event of no reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:-
 - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen

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

- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately. Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (c) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non-scheduled items, the decision of the Executive Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.5,000/- and by the Executive Engineer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge

(b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSE 44

Apprentices Act provisions to be complied with Act 1961

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Engineer may, in his discretion, cancel the contract.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

Release of Security deposit after labour clearance

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, 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 and the Security Deposit will be released if otherwise due.

Executive Engineer (E)
AIIMS, Jodhpur

APPENDIX- I
Notice for appointment of Arbitrator [Refer Clause 25]

To,
The Director
AIIMS, Jodhpur

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

Statement of claims with amount of claims.

Yours faithfully,
(Signatures)

Copy in duplicate to:

1. Superintending Engineer, AIIMS, Jodhpur

PROFORMA OF SCHEDULES
(Refer standard clauses of contract of CPWD)

SCHEDULE 'A'

Schedule of quantities (Enclosed separately as BOQ in excel format)

SCHEDULE 'B'

N.A.

SCHEDULE 'C'

As per Annexure –I and as per directions of Engineer–in-Charge.

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract **General Conditions of Contracts 2014 (amended up to CON-292)**

NAME OF WORK: COMPREHENSIVE MAINTENANCE OF CIVIL & ELECTRICAL PART OF ALL THE BUILDINGS OF HOSPITAL COMPLEX, MEDICAL COLLEGE COMPLEX, NURSING COLLEGE, HOSTELS AND RESIDENTIAL COMPLEX BUILDINGS AT AIIMS, JODHPUR.

- | | | |
|------|--------------------------|----------------------|
| i. | Estimated cost of work : | Rs. 4,48,78,504/- |
| ii. | Earnest money : | Rs. 8,97,570/- |
| iii. | Performance Guarantee | 5% of contract value |
| iv. | Security Deposit | 5% of contract value |

SCHEDULE 'F'**General Rules & Directions :**

Officer inviting tender **EE (Electrical), AIIMS, Jodhpur**

Definitions:

- | | | |
|--------|---|--|
| (v) | Engineer-in-Charge | EE (Electrical), AIIMS, Jodhpur |
| (viii) | Accepting Authority | Director & CEO, AIIMS, Jodhpur |
| 2(x) | Percentage on cost of materials and labour to cover all overheads and profits | As per BOQ |
| 2(xi) | Standard Schedule of Rates | DSR-2018 / Market Survey |
| 2(xii) | Department | <u>AIIMS, JODHPUR</u> |
| 9(ii) | Standard CPWD contract Form GCC 2014 CPWD form 7/8 | modified & corrected upto CON 292 |

Clause 1

- (i) Time allowed for submission of Performance Guarantee, program Chart (Time and progress) and applicable labour licences, registration with EPFO, ESIC or proof of applying thereof from the date of issue of letter of acceptance 07 days
- (ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period (provided in i) above 03 days

Clause 2

Authority for fixing compensation under Clause 2 NA

Clause 2A

Whether Clause 2A shall applicable NA

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start NA

Authority to decide:

- (i) Extension of time:
- a. Within stipulated date of completion EE (Electrical), AIIMS, Jodhpur
 - b. Beyond stipulated date of completion Director, AIIMS- Jodhpur
- (ii) Rescheduling of mile stones: NA
- (iii) Shifting of date of start in case of delay EE (Electrical), AIIMS, Jodhpur

Clause 6, 6A

Clause applicable – (6 or 6A) 6A

Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment. NA

Clause 10A

List of testing equipment to be provided by the contractor at site lab. As per Work requirement

Clause 10B (ii)

Whether clauses 10B (ii) shall applicable NA

Clause 10C

Component of the labour expressed as percentage of value of the work N.A.

CLAUSE 10 CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column. N.A.

Schedule of component of other Materials, Labour, POL etc. for price escalation

Component of civil (except materials covered under clause 10 CA)/Electrical value of work Xm....NIL.....%

Component of labour-expressed as percent of total value of work Y.....NIL.....%

Clause 11

Specification to be followed for execution of work

CPWD Specifications for up to date correction slips till last date of submission of tender and as detailed in nomenclature of item. Particular specification attached with the tender.

Clause 12

Deviation limits beyond which clauses revision of material Rates can be applicable.

.....50%.....

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items)

.....NA.....

Deviation limit for items mentioned in earth work sub head of DSR and related items

.....NA.....

Clause 16

Competent Authority for deciding reduced rates

The Director, AIIMS Jodhpur

Clause 18

List of mandatory machinery tools & plants to be deployed by the contractor at site

As per Annexure –I and as per directions of Engineer–in-Charge

Clause 25

Constitution of Dispute Redressal Committee (DRC)
DRC shall constitute one chairman and two members

**Executive Engineer (E)
AIIMS, Jodhpur**

SEPCIAL CONDITIONS OF CONTRACT

Tender for Comprehensive Maintenance of Civil & Electrical part of all the buildings of Hospital Complex, Medical College Complex, Nursing College, Hostels and Residential Complex buildings at AIIMS, Jodhpur.

1. L1 (Lowest 1) will be decided on the composite basis (total of Labour part + total of Material part)
2. **Payment Clause:** Payment will be made on monthly basis after submission of monthly ESI & PF deposition proof/ challans along with the running bill documents (except for 1st RAB). No Running Account Bill shall be paid till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board {The Building and Other Construction Workers (Regulation and Conditions of Service) Act, 1996}, whatever applicable are submitted by the contractor to the Engineer-In-Charge at the time of start of work.
3. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible at own cost for arranging /maintaining all materials, tools /plants, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read contract documents and has made himself aware of the scope /specifications of the work to be done. The bidder shall pay an amount of Rs.2000/- pm being electricity charges to AIIMS Jodhpur for lights and fans provided at their office.
4. The Competent authority (Director, AIIMS, Jodhpur) does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
5. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
6. The competent authority on behalf of Director, AIIMS, Jodhpur reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
7. The contractor shall not be permitted to bid for works in the AIIMS, Jodhpur responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the AIIMS, Jodhpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
8. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
9. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
10. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
The Notice Inviting bid, all the documents including conditions, specifications if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

Executive Engineer (E)
AIIMS, Jodhpur

ADDITIONAL CONDITIONS OF CONTRACT

(A) CONDITIONS FOR Civil and E&M WORKS

1. **Comprehensive Maintenance of Civil & Electrical part of all the buildings of Hospital Complex, Medical College Complex, Nursing College, Hostels and Residential Complex buildings at AIIMS, Jodhpur.**
2. For all items of Civil & Electrical; CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions / B.I.S. specifications shall apply. In this regard the decision of Engineer-in-charge shall be final.
3. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments / revision issued thereto up to the date of receipt of tenders.
4. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
5. Electric connection for general purpose at the service centre already exists. Bills for the electricity consumed shall be paid by the contractor, in case additional load is required for some purpose same shall be arranged by the agency. In case of failure of power supply the contractor shall make his own arrangement of generators.
6. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
7. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
8. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
9. All malba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/hostels and other open spaces whatsoever shall be disposed-off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said malba (approx.. 4.5 cubic metres), the same shall be disposed-off by the contractor to the authorized municipal dhalao/ dumping ground and nothing extra shall be paid on this account. In case of non- removal/disposal in the specified period, a Compensation of **Rs. 1000/- (Rupees One Thousand only)** per day shall be recovered from the contractor.
10. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
11. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
12. The contractor shall depute required staff for civil / electrical works having requisite experience. The contractor shall furnish an undertaking about the staff deputed once at site of work that he will not replace them before the period of two year or date of completion whichever is earlier without the consent of Engineer-in-charge. On Sundays supervisor shall be present at Service Centre. However, in case of emergency, all the staff shall have to be present even on odd-hours/holidays/Sundays as and when required by the site staff. For any staff on leave substitute staff shall be provided by the contractor without any extra cost.
13. Complaint Register, Attendance Register and other records will have to be produced with each RA bill or when asked to do so by the Engineer-in-charge or his authorized representative.
14. When a register gets completed, it will be handed over to the concerned J.E. / A.E. It will not be returned to the contractor and the same will remain the property of the department.
15. All required register will be issued by Engineer-in-charge duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.

16. The contractor will have to arrange all the required Computer, furniture etc. at his own cost pertaining to his job and he will take all these things back only after the expiry of the agreement for which nothing extra shall be paid.
17. The contractor shall take immediate action to attend any complaint assigned to him through site order book/verbal instructions from Engineer-in-charge or on telephones from occupants. In all cases he shall attend the complaints in the specified duration as mentioned below: -
 - (a) **Emergent complaints-** Complaints of emergent nature of plumbing and electrical system like no water drain blocked etc. shall have to be attended immediately within 6 hours.
 - (b) **Normal complaints-** Complaints relating to the trades of mason, carpenter / painter shall have to be attended within 72 hours.
In case of failure to meet these deadlines a lump sum amount of Rs. 1,000/- (Rupees One thousand only) per complaint per day will be recovered from RA bills. One default shall be treated as one complaint. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor as per Clause 14 of Conditions of Contract.
18. **The personnel and laborers engaged by the contractor under this contract shall wear neat and clean uniforms as approved by the Engineer-in-charge along with name badges. An identity card duly countersigned by Engineer-in-charge or his representative shall be issued to each personnel by the contractor to have proper identifications. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.**
19. The Contractor's supervisor who is present at the site round the clock in shifts on all working days shall carry mobile telephone(s) to enable the Engineer-in-charge to have easy and quick communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation.
20. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
21. All T&P, Scaffoldings, testing instruments/ meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor including welding machine, drill machine (hammer & carpentry), tong tester, earth tester, insulation tester, grinding / cutting machine (Stone & wood) etc. along with all the consumable accessories in sufficient number as required.
22. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
23. For the Purpose of categorization of staff as skilled, semi-skilled and unskilled, the Beldars shall be taken as unskilled, the Wireman / Lift operator shall be taken as semi-skilled and the Mason/Plumber/ Welder/ Electrician and carpenter shall be taken as skilled.
The recruitment of all contractor's staff and increased or reduction of staff should be as per actual necessity at site with the prior approval of Engineer-In-Charge only.
24. All dismantled material will be removed from site by contractor after verification of measurement of the same by Junior Engineer (J.E).
25. The contractor shall make all safety arrangements required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department.
26. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
27. GST as applicable shall be paid to the contractor on production of GST invoice along with RA Bills.
28. Chases, Holes and Drilling works etc. shall be done using power operated tools.

29. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.
30. Each worker shall maintain a complaint diary and get the feedback recorded from the allottee's regarding attending the complaint. In case, it is found that the complaint has been attended unsatisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the Engineer-in-Charge or his representative on daily basis.
31. The contractor or his supervisor at the service centre shall maintain complaint register for recording the complaints.
32. Required Space will be handed over to the contractor free of cost by the department; for receiving the complaints and for the engineer engaged by him.
33. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
34. Operations in which assistance shall be provided by the agency to AIIMS, Jodhpur:-
 - a. Assistance for occupation and vacation for the quarters.
 - b. Assisting the department in detection of unauthorized encroachments in the area being maintained.
 - c. Informing to the AIIMS engineers regarding the failure in any service being provided by other departments, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body / department for rectification.
35. In the case of discrepancy between the schedule of quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-
 - i. Description of schedule of quantities
 - ii. Additional specifications and special conditions, if any.
 - iii. Contract clauses of General conditions of contract for Central P.W.D. works.
 - iv. CPWD specifications.
 - v. Architectural drawings.
 - vi. Indian standards specifications/BIS.
 - vii. Sound engineering practice.

Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
36. Vacant Flats/Bungalows/Rooms shall be kept locked by the contractor at his cost will not be allowed to be occupied or used by him/his staff/his workers. The watch & ward of the vacant Flats/Bungalows shall be the responsibility of the agency nothing shall be paid on this account. In case any quarter has been found to be occupied unauthorized, a compensation @ Rs 1500/- (Rupees One Thousand and five hundred Only) per day per quarter shall be levied and the contractor will also be liable for action for loss caused due to theft or any other cause.
37. Stores & bins as available shall be handed over to the contractor for storing the material.
38. The contractor will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer-in-charge of the work. In case of absence of any staff, recovery shall made at the following rates:
 - i. Skilled labour @ Rs. 1,000/- per day per person.
 - ii. Semi-skilled labour @ Rs. 800/- per day per person.
 - iii. Un-skilled labour @ Rs. 700/- day per person.
 - iv. Transportation vehicle @ 8000/- per day.

The monthly running bills of contractor will be proceed after submission of monthly ESI and PF deposition proof/ Challans only.
39. The contractor and /or his authorized agent should see the site order/complaint book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge as per time schedule.

40. All the malba or rubbish obtained from dismantling or otherwise during the execution of the work shall be brought down through the staircase and shall not be thrown to the ground directly from first floor or second floor etc. this shall be carried and stacked properly to the specified common disposal point on the same day and site shall be left clear as per the instructions of the Engineer-in-charge. A compensation of Rs. 100/- shall be recovered from the contractor for each complaint/default.
41. The contractor will not pitch up tents for laborers, materials and his stores etc.,
42. No permanently / temporary huts / structures shall be constructed by the contractor at the site of work or at any government land / premises. Such structures, if any, found at the site or at AIIMS, Jodhpur land shall be demolished and removed at the cost of the agency without any notice.
43. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.
44. The contractor shall clear the site properly after the completion of the work.
45. The labour engaged for attending complaints shall carry necessary tool kit, container (Tasla), required for mixing any cement sand or other material and should carry with water bottle and waste bag for collection of minor rubbish material if received during attending the complaints, so that the site of work shall remain neat and clean.
46. Major and Minor complaint shall be decided by the Engineer-in-charge or his representative. The decision of Engineer-in-charge shall be final & binding.
47. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Jodhpur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date (before 7th of every month) irrespective of any delay in settlement of its bill by the AIIMS, Jodhpur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:
 - a. The Payment of Wages Act 1936
 - b. The Employees Provident Fund & MP Act 1952
 - c. The Contract Labour (Regulation) Act, 1970
 - d. The Payment of Bonus Act, 1965
 - e. The Payment of Gratuity Act, 1972
 - f. The Employees State Insurance Act, 1948
 - g. The Employment of Children Act, 1938
 - h. The Motor Vehicle Act, 1988
 - i. Minimum Wages Act, 1948
48. The contractor shall take full responsibility for the adequate, stability and safety of all site operations and methods of working.
49. **Insurance Policies**
 - a) Contractor may take Contractor's All Risk Policy and Third Party Insurance or other insurance policies from a first class Insurance Company in the joint name of the Contractor and CLIENT and keep it valid against all loss or damages to the Works, Materials, Equipment, Persons and Properties from whatever cause arising for which he is responsible under the term of contract, other than the expected risks, and in such manner that the client and Contractor are covered for the period as stipulated for entire duration including the Defects Liability Period and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of Complying with the obligations.
 - b) In the event of the Insurance Policies are taken and kept valid by the contractor, whenever claims need to be made for any matter or thing in respect of the insurance covers under the insurance Policies, it shall be the responsibility of the Contractor to lodge such claims and to follow up and obtain the payments for the claims from the Insurance Companies. Should the Client suffers any losses and/or damages in connection with the works and the Contractor is unable or unwilling to get such losses

- and/or damages recompensed by the insurance companies, the Client shall recover the amounts in respect of such losses and/or damages from the Contractor by way of deductions made from any money that may be payable or that may become payable to the Contractor.
- c) Irrespective of whether the Insurance Policies referred under sub-clause above are taken by the Contractor or not and whether the Policies are kept valid or not notwithstanding anything stated in the sub-clause as above of this clause, the Contractor shall indemnify the Client from all the compensations and claims that may arise due to loss and damages to the works, materials equipment, persons and properties on account of Contractor's operations at site during the period and also Defects Liability period and the Contractor shall be responsible, liable and bound to the Client to compensate or make good or replace the loss or damage arising out of any whatsoever as directed by the Client.
50. **Breach of Terms and Conditions:** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the EMD shall also stands forfeited.
51. **Termination of Contract:** AIIMS, Jodhpur would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Jodhpur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Jodhpur's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Jodhpur shall have the right to engage any other tenderer to carry out the task.
52. **Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on the both parties. Further, may refer Clause- 25 of GCC.
53. **Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing. Further, may refer Clause- 25 of GCC.
54. **Guidelines issued by Hon'ble National Green Tribunal** in O.A. No. 21 of 2015 and O.A. No.95 of 2014 in the matter of Vardhaman Kaushik V/s. Union of India & other and Sanjay Kulshreshtha V/s Union of India & ORS: Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders. Further, may refer Clause- 25 of GCC.
55. Electrician, Mechanic (E&M), Mechanic (AC&R), Pump Operator, Wireman, Lift Operator etc. shall possess atleast ITI certificate or equivalent. Other staff shall also possess sufficient qualification & experience upto the satisfaction of Engineer-In-Charge.
- (B) CONDITIONS FOR SUPPLY OF MATERIAL**
1. The material shall be as per CPWD specifications with up to date correction slip and ISI specifications wherever mentioned and as per Annexure-II (**List of approved makes**).

2. In the event of any variation between CPWD specifications and that in the IS Code the former shall take precedent over the later. In the event of variation between the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
3. **Material will be supplied by the contractor within 3 days after giving the requirement otherwise penalty (per day basis) shall be recovered from contractor's bill after giving notice. The same shall be on per day basis as finalized by Engineer-in-charge.**
4. The sample of all the items shall have to be got approved by the Contractor from the Engineer-in-Charge before the supply commences, the approval of sample shall be only in respect of workmanship and finish, and shall be without prejudice to the right of Engineer-in-Charge to get random samples tested out of the actual lot received as per additional conditions.
5. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
6. The Engineer-in-Charge shall be at liberty to test respective sample (s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. If the test proves satisfactory and the material is accepted, the testing charge in respect of satisfactory test shall be borne by the department. All other expenditure required to be incurred for making available the sample, conveyance and packing etc, shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the contractor after fresh lot is supplied. Testing charges in respect of failed sample will be borne by the contractor himself.
7. Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so. Also go down rent as decided by Engineer-in-Charge shall be charged by the department.
8. In case of any dispute regarding rejection of quantity of materials the decision of Engineer-in-Charge shall be final and binding upon the contractor.
9. Conditional tenders are liable to be summarily rejected.
10. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.
11. The contractor is specifically required to quote only one rate against each item. The rate Quoted for any item of material shall conform to the prescribed specifications.
12. The quantities are approximate and are liable to change up to any extent on either side. The Engineer-in-Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derive from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered.
13. The contractor shall himself arrange for raw materials required by him. No recommendation letter shall be issued by the department/office.
14. If the supplies are not commenced and completed as per schedule of supply. Supplies will be, arranged from other agencies at the quoted cost of the new supplier without giving any notice to that effect, and the expenditure thus made shall be recovered from the contractors bill/deposit.
15. The supply shall be made at AIIMS maintenance store at Service Centre or any other location under the jurisdiction of AIIMS, Jodhpur.
16. The make of material shall be same as that of actually installed/fixed at site. In case of any dispute the decision of Engineer-in-Charge shall be final with regards to make/brand of material.
17. For materials used in this work, the record shall be maintained at site in a standard Performa to watch quality and consumption of the material as per Q.C.T.A. circular No.1 of 1995 with up to date modifications.

Executive Engineer (E)
AIIMS, Jodhpur

ANNEXURE – I**List of T&P to be available at contractor's / maintenance office at AIIMS- Jodhpur site round the clock (24 hrs. x 365 days)**

1. Earth resistance tester – 01 no.
2. Insulation tester – 01 no.
3. Tong tester (range: upto 600V & 200Amp) – 06 nos.
4. Multimeter (range: upto 600V & 200Amp) – 04 nos.
5. Hand blower / vacuum cleaner - 01 nos.
6. Drill machine carpentry- 04 nos.
7. Hammer drill machine - 04 nos.
8. Stone cutter / Grinder / Cutting wheel / Chase cutting machine – 05 nos.
9. Hydraulic crimping tool kit (range: upto 400sqmm) - 01 no.
10. Insulating gloves (upto 3.3kV) – 03 sets
11. Crimping tool kit for LV works- 01 no.
12. Self- supporting ladder (4ft.) - 03 nos.
13. Ladder (20 ft.) - 02 nos.
14. Welding machine – 01 no.
15. Welding gloves / welding goggles- 02 sets
16. Gas welding torch & cutting torch (complete set) – 01 no.
17. Brazing torch– 01 no.
18. Gauge manifold– 01 no.
19. Pipe cutter – 01 no.
20. All types of cutting wheels – as required at site.
21. Bench vice – 02 nos.
22. Concrete breaker – 01 no.
23. Safety belts – 12 nos.
24. Measuring tapes (range upto 5meter) - 02 nos.
25. Measuring tapes (range upto 30meter) - 02 nos.

- ❖ All required consumables (i.e. drill bits, grinder blades etc.) will be provided by the contractor though-out the contract period.
- ❖ Quantity / list of T&P may vary as per site requirement.

Executive Engineer (E)
AIIMS, Jodhpur

Annexure – II
APPROVED MAKE LIST FOR THE WORK

1. Specifications to be followed for execution of work: - CPWD specification with Up to date correction slips and direction of the Engineer-in-charge and relevant IS codes.
2. Type of Work:- Maintenance work
3. **Deviation limit beyond which rate revision is applicable is: 50%**
4. Competent Authority for deciding reduced rates:- Superintending Engineer, AIIMS, Jodhpur
5. List of mandatory, tools & plants to be provided- As per CPWD specification deployed by the contractor at site with upto date correction slip.
6. **No payment on Account of Escalation for Materials will be allowed.**
7. **Item wise Approved Make List –**

	Item Description	Make and Model
1.	Providing 46inch length LED 16/18 Watt tube rod with inbuilt driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	Philips/ Bajaj/ Surya/ Corvi/ Wipro/ GM
2.	Providing 48inch length LED 20 Watt tube rod with inbuilt driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	
3.	Providing 7 Watt LED lamp (PL type) with suitable driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	
4.	Providing 9 Watt LED lamp (PL type) with suitable driver in LED existing fitting. (Having lifespan of 17520 continuous burning hours)	
5.	Providing High frequency electronic ballast for existing 9/11/13/18 Watt CFL.	Philips/ Bajaj/ Surya/ Wipro
6.	Providing following size PL lamp in existing fitting.	
a.	11 Watt, 2 pin PL lamp	
b.	13 Watt, 4 pin PL lamp	
c.	18 Watt, 4 pin PL lamp	
d.	36 Watt, 4 pin PL lamp	
7.	Providing FSU starter for existing fluorescent lamp fixture.	Philips/Havells
8.	Providing energy efficient / energy saving direct fit (Retrofit) 14Watt LED light for existing holder / fixture as required.	Philips/ Bajaj/ Surya/ Wipro
9.	Providing energy efficient / energy saving direct fit (Retrofit) 7 Watt LED light for existing holder / fixture as required.	
10.	Providing bakelite unbreakable lamp/bulb holder for holding CFL, Bulb etc.	GM / Philips/ Anchor/Havells
11.	Providing energy efficient 18/20Watt LED strip fitting duly prewired including making connection etc. as required.	Philips/ Bajaj/ Surya/ Corvi/ Wipro / GM
12.	Providing 5/6A piano type (basic model) switch on the existing switch box/cover including connections etc. as required switch 5A	SSK
13.	Providing 15/16A piano type (basic model) switch on the existing switch box/cover including connections etc. as required switch	

14.	Providing 5pin 5Amp (basic model) socket outlet on the existing switch box/cover including connections etc. as required.	SSK
15.	Providing 6pin 15Amp (basic model) socket outlet on the existing switch box/cover including connections etc. as required	
16.	Providing modular switch on the existing modular plate & switch box including all accessories as required-	SSK EL
A	5/6Amps	
B	15/16Amps	
17.	Providing modular socket outlet on the existing modular plate & switch box including all accessories as required-	
A	5/6Amps	
B	15/16Amps	
18.	Providing stepped type electronic fan regulator on the existing modular plate switch box	NorthWest / SSK / Legrand
19.	Supplying following Modular base & cover plate on existing modular metal boxes etc. as required.	
A	Modular base & cover plate for 2 module	
B	Modular base & cover plate for 3 module	
C	Modular base & cover plate for 6 module	
20.	Supplying following Modular base & cover plate on existing modular metal boxes etc. as required.	
A	Modular GI box for 2 module	
B	Modular GI box for 3 module	
C	Modular GI box for 6 module	
21.	Providing socket size flush type 120/280 watt rotary 5 step fan regulator	SSK EL
22.	Providing piano type bell push / one way switch on the existing switch box/ cover	
23.	Providing ISI marked 16Amp Bakelite unbreakable 3 pin plug top including all accessories as required.	Anchor/ Cona/ Vinay
24.	Providing ISI marked 6Amp Bakelite unbreakable 3 pin plug top including all accessories as required.	
25.	Supplying following rating "C" curve, 10kA / 16KA breaking capacity "AC" MCB with positive isolation of breaking capacity not less than 10 KA (B/ C/ D tripping characteristic) ISI marked IS 8828(1996)]/ conforming to IEC 60898 in existing board/sheets Miniature Circuit Breaker suitable for inductive load of following poles in the existing MCB DB etc. as required.	Schneider/ Legrand / ABB / Havells
A	Four Pole, 100Amps, 415 volts, MCB	
B	Four Pole, 63Amps, 415 volts, MCB	
C	Four Pole, 40Amps, 415 volts, MCB	
D	Double Pole, 63Amps, 240 volts, MCB	
E	Double Pole, 40Amps, 240 volts, MCB	
F	Double Pole 32Amps, 240 volts, MCB	
G	Single Pole, 6A, 240 volts, MCB	
H	Single Pole, 10A, 240 volts, MCB	
I	Single Pole, 16A, 240 volts, MCB	
J	Single Pole, 25A, 240 volts, MCB	
K	Single Pole, 32A, 240 volts, MCB	

26.	Providing following rating quick make and quick break current limiting MCCB at 440/415 V, 50 Hz; O/L & S/C settings and conforming to IS 60947-2 / IEC 60947-2 with front face and centralized adjustable, line load interchangeability, having positive isolation capability, provision for UVR , shunt trip , earth fault trip, push (test) to trip etc. in the existing MCB DB etc. as required-	Schneider/ Legrand / ABB / Havells
A	4 pole (TP+N) MCCB,125A,36KA	
B	4 pole (TP+N) MCCB, 250A,36KA	
C	4 pole (TP+N) MCCB, 400A, 50KA	
d	3 Pole (TP), MCCB, 630Amp, 50kA	
27.	Providing running capacitor of 230V/ 275V, 50Hz rating of 2.5/ 2.8 mFD as required.	Usha/ Punsumi/ Priya/ Capital/ JEC/ AMCAP/ CONCAP
28.	Providing fan ball bearing 6201 1Z	SKF/ NBC
29.	Providing fan ball bearing 6202 1Z	
30.	Providing socket size flush type 120/280 watt rotary 5 step fan regulator	SSK EL
31.	Providing 1.5 sqmm, ISI marked, FRLS PVC insulated, single core copper conductor cable	PolyCab/ Finolex/ RR Kable
32.	Providing 2.5 sqmm ISI marked, FRLS PVC insulated, single core copper conductor cable	
33.	Providing 4.0 sqmm ISI marked, FRLS PVC insulated, single core copper conductor cable	
34.	Providing 6.0 sqmm ISI marked, FRLS PVC insulated, single core copper conductor cable	
35.	2Cx 1.5 sqmm ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	
36.	2Cx2.5 sqmm ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	
37.	4Cx16sqmm, ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	
38.	4Cx25sqmm, ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	
39.	Providing Aluminium ring / pin type lug for cable of following sizes-	
A	16 sqmm	
B	25 sqmm	
C	50 sqmm	
D	95 sqmm	
E	120 sqmm	
F	150 sqmm	
G	185 sqmm	
40.	Providing Copper ring / pin type lug for cable of following sizes-	
A	1.5 sqmm	
B	2.5 sqmm	
C	4.0 sqmm	
D	6.0 sqmm	

41.	Providing vacuum pressure impregnated copper ballast suitable for existing 70Watt Metal halide lamp fitting.	Philips/Bajaj/Surya/ Osram
42.	Providing 70Watt, Metal Halide lamp in existing fitting.	
43.	Providing High frequency electronic ballast for existing 1x150Watt Metal Halide light fitting	
44.	Providing Normal / High Output High pressure 150Watt Metal halide lamp	
45.	Providing electronic ignitor suitable for Metal halide lamp in existing 70W/150W/250W/400W light fitting	
46.	Providing Normal / High Output High pressure sodium vapour/ Metal halide / Halogen lamp as required.	
A	250 Watt	
B	400 Watt	
47.	Providing vacuum pressure impregnated copper ballast suitable for HPMV / HPSV / Metal halide lamp luminaire as required- HPSV/Metal halide lamp	
A	250 Watt	
B	400 Watt	
48.	Providing Capacitors for power factor improvement in existing HPSV/ HPMV/ Metal halide lamp fixture as required.	
A	12 mfd	
B	16 mfd	
49.	P & F of IP 65 / IP66 protected High Power LED Flood Light system with extruded aluminium housing, toughened glass diffuser with suitable lenses on LED to achieve various beam angles, 240V, 50Hz - High Power LED lamps supplied with pre-wired cable of 1 mtr. Integrated Driver shall be high efficiency having efficiency > 85% and in compliance to IEC standards. System life of 25,000 Burning Hours with 70% of initial Lumens maintained. Light output in Cool white or Warm White Colour as per engineer choice. Fixtures shall be CE and compliance	CG / Bajaj / Wipro / GE / Surya / Havell's
A	High Power LED Flood Light 90W	
B	High Power LED Flood Light 120W	
50.	Providing following size PVC conduits & bend	Any ISI mark
A	25 mm dia. ISI marked, PVC conduit	
B	25 mm PVC bends	
C	32 mm dia. ISI marked, PVC conduit	
D	32 mm PVC bends	
51.	Providing following sizes ISI marked (IS: 14927 P - II) PVC casing capping.	Any ISI mark
A	25mmX12mm sizes	
B	32mmX12mm sizes	
52.	Providing 1.1kV grade, ISI marked, electrical insulating tap roll of size: 18mmX9mtrX.125mm	Any ISI mark
53.	Providing 1.1kV grade, ISI marked, water proof electrical insulating tap roll of size: 18mmX20mtrs.	
54.	Providing 11kV grade, ISI marked, HT electrical insulating tap roll of size: 18mmX20mtrs.	
55.	Providing ISI marked ding dong/musical chime bell suitable for	Anchor/ Cona/ Vinay

	230Volt and all required accessories as required.	/ GM
56.	Providing LT panel contractors of following ratings for the existing LT panels and all required accessories as required-	Any ISI mark
A	Upto 63 Amps	
i	Red	
ii	Yellow	
iii	Blue	
iv	Black	
B	Upto 250 Amps	
i	Red	
ii	Yellow	
iii	Blue	
iv	Black	
57.	Providing din bar for following rating distribution boards as required-	
i	For 4 way (4 + 12) TPN, Double door Vertical DB	
ii	For 4 way (4 + 12) TPN, Double door Horizontal DB	
iii	For 6 way SPN distribution board	
58.	Rewinding of ceiling fan motor (starting and running winding) including all necessary material. The motor is to be wound taking no. of coils, turns and pitch as it was originally wound with required size super enameled wire with 'E' class insulation material and making connections etc. as required. (New model ceiling fan)	N.A.
A	900/1200 mm sweep (New model ceiling fan)	
B	1400 mm sweep (New model ceiling fan)	
59.	Rewinding of single phase motor of 1400 RPM including all necessary material and of the same characteristics as original with required size of super enameled wire 'E' class insulation material and testing etc. as required.	N.A.
A	2.0 H.P.	
60.	Rewinding of three phase squirrel cage induction motor of 1400 to 2800 RPM including all necessary material and of the same characteristics as original with required size of super enamelled wire 'E' class insulation material and testing etc. as required.	
A	3.0 H.P.	N.A.
B	7.5 H.P.	
C	15.0 H.P.	
61.	Rewinding of Heavy duty Exhaust fan motor including all necessary material. The motor is to be wound taking no. of coils, turns and pitch as it was originally wound with required size super enamelled wire with 'E' class insulation material and making connections etc. as required.	N.A.
A	300/ 380 mm sweep	
B	400 mm sweep	
C	600 mm sweep	
62.	C.P. brass waste 40 mm	Hindware/ Jaquar /Marc Kingston/Soma
63.	Semi Rigid PVC waste pipe for sink and wash basin 32mm Dia	Any ISI Marked Heavy

	with length not less than 700 mm i/c PVC waste fittings	
64.	Flexible (coil shaped) PVC waste pipe for sink and washbasin 32 mm Dia with length not less than 700 mm I /cPVC waste fittings	
65.	15 mm PTMT bib cock	Prayag/Prince/India/Symet
66.	15 mm Dia PTMT stop cock (male thread)	
67.	15 mm nominal bore and 45 cm length PVC connection pipe with P.T.M.T. Nuts	Any ISI Marked Heavy
68.	CP Brass Bib cock MARC 15mm. (MOR-1020)	Jaquar/Marc/Kingston/Soma/Hindware
69.	CP Brass Bib cock long body 15mm (MARC MOR-1030)	
70.	PTMT Bib cock long body 15mm (MARC MOR-1030)	Prayag/Prince/India/Symet
71.	CP Brass Angle valve 15mm (MOR-1060A)	
72.	CP Brass Central hole basin mixer with braided (MARC)(MOR-1100)	
73.	CP Brass Wall mixer non telephonic type (MARC)(MOR-1120)	Hindware/Jaquar/Marc/Kingston/Soma
74.	CP Brass Overhead shower with arm (MOR-1240 +MSR1050)	
75.	CP Brass Bib cock two-in-one (MOR-1380)	
76.	CP Brass Health faucet (MARC/MAC-3050)	
77.	CP Brass Sink Mixer (MOR 1160)	
78.	CP Brass Bottle trap MARC cat no-MAC 3010	
79.	CP Extension nipple 1.5"X15mm	Any ISI Marked Heavy
80.	PTMT Swan Neck 15 mm	Prince/India/Symet
81.	Jet Spray with 1.5 meter tube	
82.	G.I. Elbow	
83.	(a) 15mm nominal bore	
84.	(b) 20mm nominal bore	
85.	G.I. Nipple 15 mm nominal bore	
86.	(a) 50mm long	Any ISI Marked (Heavy)
87.	(b) 75mm long	
88.	(c) 100mm long	
89.	(d) 150mm long	
90.	PTMT Ball Cock complete with Epoxy Coated Aluminum Rod & H.D. Ball	
91.	(a) 15mm nominal bore	Prince/India/Symet
92.	(b) 50mm nominal bore	
93.	G.I. Dead cap 15mm nominal bore	Any ISI Marked (Heavy)
94.	G.I. Socket	
95.	(a) 15mm nominal bore	
96.	(b) 20mm nominal bore	Any ISI Marked (Heavy)
97.	G.I. tees (equal) 15mm nominal bore	
98.	CP Extension nipple 2"X15mm	
99.	M-Seal	Any ISI Marked
100.	PVC connection washer	Any ISI Marked (Heavy)
101.	Saifon washer	Any ISI Marked
102.	PVC connection pipe 24"	Any ISI Marked
103.	PVC connection pipe 36"	(Heavy)

CMC of civil & electrical works		AIIMS, Jodhpur
104.	Brass ball set washer	Any ISI Marked
105.	X nipple 15mm	Any ISI Marked (Heavy)
106.	Full way valve 25mm	Zoloto/Leader/Sant/ Kirloskar
107.	G.I. dead plug 25 mm	Any ISI Marked (Heavy)
108.	G.I. Tank nipple 25 mm	
109.	G.I. Union 25 mm	
110.	G.I. socket 25 mm	
111.	G.I. Tee 25 mm	
112.	G.I. Elbow 25 mm	
113.	X Nipple 25 mm	
114.	PTMT-Waste Coupling 32mm	Any ISI Marked
115.	Sink Coupling	
116.	Cistern Long Band	
117.	Cistern short band	
118.	P.T.M.T. Jali 4"	Prince/India/Symet/ Prayag
119.	P.T.M.T. Jali 5"	Any ISI Marked
120.	CP P- TRAP JALI 4"	
121.	CP P- TRAP JALI 5"	
122.	Ball Valve 15 mm	Zoloto/Leader/Sant
123.	Ball Valve 25 mm	
124.	Ball Valve 20mm	
125.	Ball valve 32 mm	
126.	Ball valve 40 mm	
127.	Ball Valve 50 mm	
128.	Bottle Trap ring	Any ISI Marked
129.	Dura Cell (AAA)	
130.	Wash Basin Mixture Body	Kingston/Hindware/ L&K
131.	Urinal Connector	Jaquar/Robo/U-Tecl
132.	Wash Basin Connector	Any ISI Marked
133.	CPVC 50 mm Elbow	Flowguard/Astral/Su preme/ Apollo
134.	CPVC 50 mm Socket	
135.	CPVC 50 mm Tee	
136.	CPVC 50 mm Pipe	
137.	CPVC 40 mm Elbow	
138.	CPVC 40 mm Socket	
139.	CPVC 40 mm Tee	
140.	CPVC 40 mm Pipe	
141.	CPVC 32 mm Pipe	
142.	CPVC 32 mm Elbow	
143.	CPVC 32 mm Tee	
144.	CPVC 32 mm Socket	
145.	CPVC 25 mm Pipe	
146.	CPVC 25 mm Elbow	
147.	CPVC 25 mm Socket	
148.	CPVC 25 mm Tee	

149.	CPVC 20 mm Elbow	
150.	CPVC 20 mm Socket	
151.	CPVC 20 mm Tee	
152.	CPVC 20 mm Pipe	
153.	CPVC 20 mm Brass Elbow	
154.	CPVC 20 mm Union	
155.	CPVC 20 mm FTA	
156.	CPVC 20 mm MTA	
157.	CPVC 20 mm Dead Cap	
158.	CPVC 15 mm Elbow	
159.	CPVC 15 mm Socket	
160.	CPVC 15 mm Pipe	
161.	CPVC 15 mm Brass Elbow	
162.	CPVC 15 mm Union	
163.	CPVC 15 mm FTA	
164.	CPVC 15 mm MTA	
165.	CPVC 15 mm Dead Cap	
166.	CPVC Solvent	
167.	PVC Connection Pipe Mixture	Any ISI Marked (Heavy)
168.	PVC Flush Tank Knob Set	
169.	Teflon Tape	ISI Marked
170.	Wooden Screw 50 mm	
171.	Wooden Screw 32 mm	
172.	Wooden Screw 40 mm	
173.	Wooden Screw 65 mm	
174.	Wooden Screw 75 mm	
175.	PVC rawl plug - 6mm	
176.	PVC rawl plug -8mm	
177.	CPVC Reducer Socket 20 X 25 mm	Flowguard/ Astral/Supreme/Apol lo
178.	CPVC Reducer Socket 15 X 20 mm	
179.	Syphon set(Medium quality)	ISI Marked
180.	Cistern ball set	
181.	Cistern switch/knob	Heavy Class
182.	Syphon set (high quality)	ISI Marked
183.	CPVC Reducer Tee 50x25mm	Flowguard/ Astral/Supreme/Apol lo
184.	CPVC Reducer Tee 25x20mm	
185.	CPVC Reducer Tee 20x15mm	
186.	CPVC Reducer Socket 50x25mm	
187.	MTA Brass 20x15mm	
188.	MTA Brass 25mm	
189.	MTA Brass 50mm	
190.	FTA Brass 25mm	
191.	FTA Brass 20x15mm	
192.	FTA Brass 50mm	
193.	FTA 25mm	
194.	FTA 20x15mm	
195.	FTA 20mm	

196.	FTA 50mm	
197.	MTA 25mm	
198.	MTA 20x15mm	
199.	MTA 20mm	
200.	MTA 50mm	
201.	SS Screw 50 mm	ISI Marked
202.	SS Screw 32 mm	
203.	SS Screw 40 mm	
204.	SS Screw 65 mm	
205.	SS Screw 75 mm	
206.	GI Union 50mm	
207.	GI Tank connection fitting - 50mm	Zoloto/Leader/San
208.	Gate Valve - 50mm (Full Way)	
209.	G.I. Nipple - 50 mm	ISI Marked
210.	50 mm (Length)	
211.	80 mm (Length)	
212.	100 mm (Length)	
213.	125 mm (Length)	
214.	150 mm (Length)	
215.	GI Union -32 mm	
216.	GI Tank connection fitting - 32mm	
217.	G.I. Nipple -32 mm	
218.	50 mm (Length)	
219.	80 mm (Length)	
220.	100 mm (Length)	
221.	125 mm (Length)	
222.	150 mm (Length)	
223.	C.I Jointer	
224.	90 mm	
225.	110 mm	
226.	140 mm	
227.	GI Reducer Tee	
228.	50 x 25 mm	
229.	32 x 15 mm	
230.	25 x 15 mm	
231.	GI Reducer Socket	
232.	50 x 25 mm	
233.	32 x 25 mm	
234.	25 x 15 mm	
235.	GI Reducer Elbow	
236.	50 x 25 mm	
237.	32 x 25 mm	
238.	25 x 15 mm	
239.	CPVC Reducer Elbow	
240.	50 x 25 mm	
241.	32 x 25 mm	
242.	25 x 15 mm	
243.	CPVC Reducer Socket 25 X 15 mm	Flowguard/ Astral /

		Supreme/Apollo Advani/L&T
244.	Welding Rod	
245.	Polyethylene water storage tank with cover and suitable locking arrangement	Sintex/Rotex/Plasto/ Polycon
246.	Stone Aggregate (Single size) : 20 mm nominal size	
247.	Stone Aggregate (Single size) : 12.5 mm nominal size	
248.	Coarse sand (zone III)	
249.	Common burnt clay F.P.S. (non-modular) bricks class designation 7.5	
250.	Portland Cement	ACC/L&T/Gujrat Ambuja/Birla/JK/ Shree/Laxmi
251.	White Cement	Birla white/JK
252.	Supply and stacking -Good earth	
253.	Vitrified floor tile 60x60 cm conforming to IS:15622:2006 group (B1a)	Nitco/Naveen/HR Johnson/Kajaria/ Euro/Bell
254.	Vitrified floor tile 80x80 cm conforming to IS:15622:2006 group (B1a)	
255.	Vitrified floor tile 100x100 cm conforming to IS:15622:2006 group (B1a)	
256.	Ceramic Glazed Tiles 1st quality 300 x 300 mm in all shades and designs of White, Ivory, grey, Fume Red brown etc.	
257.	Ceramic Glazed Tiles 1st quality minimum thickness 5mm in all colours shades and designs except burgundy, bottle green, black	
258.	Granite of any colour, 18 mm thick (slab area above 0.50 sqm)	
259.	Kota stone slab 20 mm to 25 mm thick (semi-polished)	
260.	Cement Concrete Jali 40 mm thick	
261.	Water proofing materials	
262.	SRFC cover and frame 300X300 mm	KK/SK Precast/Advent
263.	SRFC rectangular cover 455X610 mm with frame (Low duty)	
264.	Circular shape 450 mm dia precast R.C.C. manhole cover with frame - L.D. - 25	
265.	Cast Iron CI cover with frame round dia 45 cm 38 kg	
266.	Cast Iron CI cover with frame square 30X30 cm 5 kg	
267.	S.C.I. soil, waste and vent single socketed pipe 1.80 metres long: 75 mm dia	Neco/Hepco/Anand
268.	S.C.I. soil, waste and vent single socketed pipe 1.80 metres long: 100 mm dia	
269.	S.C.I. plain bend 100 mm dia	
270.	S.C.I. bend with access door 100 mm dia	
271.	White plastic seat (solid) with lid C.P. brass hinges and rubber buffers	Commander/Hindwar e/Johnson/Poddar/ Parryware
272.	100 mm S.C.I. trap with 100 mm inlet and 100 mm outlet	Neco/Hepco/Anand
273.	Vitreous china flat back wash basin 630x450 mm	Paryware/ Neycer/ Hindware/Cera
274.	Vitreous china orrisa type W.C. pan size 580 mm	
275.	White vitreous china dual purpose closet (Anglo Indian W.C.) suitable for use as squatting pan or European type water closet as per manufacturer's specifications	Commander/ Johnson Pedder/Duralite/ Parryware

276.	Vitreous china 10 litres low level cistern with fittings	
277.	Flushing Cistern P.V.C. 10 litre capacity (low level) (White) (with fittings, accessories and flush pipe)	
278.	White vitreous china laboratory sink 600x450x200 mm	
279.	C.I. bracket for wash basin and sinks	
280.	S.C.I. S&S bend 100 mm dia	Neco /Hepco/Anand
281.	S.C.I. S&S bend 75 mm dia	
282.	S.C.I. S&S, collars 100 mm	
283.	S.C.I. S&S, collars 75 mm	
284.	Stainless steel kitchen sink - with drain board 510 x 1040 mm bowl depth 225 mm	Hindware/ Neelkanth/ Nirali/ Kingston
285.	Stainless steel kitchen sink - without drain board 610x510 mm bowl depth 200 mm	
286.	Anodized Aluminium sliding door bolt 300x16 mm	Classic/Ebco/ Argent/Newlite/ Oxford/Crown
287.	Anodized Aluminium sliding door bolt 250x16 mm	
288.	Anodized Aluminium tower bolt (barrel type) 250x10 mm	
289.	Anodized Aluminium tower bolt (barrel type) 200x10 mm	
290.	Anodized Aluminium tower bolt (barrel type) 150x10 mm	
291.	Anodized Aluminium handles 125 mm with plate 175 x 32 mm	
292.	Anodized Aluminium handles 100 mm with plate 150 x 32 mm	
293.	Aluminium Window handle with necessary screws 100 mm	EBCO
294.	Stainless steel (SS 304 grade) adjustable friction window stay 355 x 19 mm	Approved quality
295.	Stainless steel (SS 304 grade) adjustable friction window stay 510 x 19 mm	Approved quality
296.	100 mm mortice lock with 6 levers for aluminium door	Godrej/Harrison/Link
297.	Aluminium hanging floor door stopper with twin rubber & stopper	Classic/Ebco/Argent/ Newlite/Oxford/ Crown
298.	Hydraulic door closer tubular type Aluminium section body	Master/Everite/ Door king
299.	Double action hydraulic floor spring with stainless steel cover plate	Master/Everite/ Door king
300.	Nickled Chromium Brass cupboard lock 50 mm size	Godrej/Harrison/Link
301.	Nickled Chromium Brass cupboard lock 65 mm size	Godrej/Harrison/Link
302.	Aluminium round shape handle (powder coated)outer dia 100 mm	Classic/Ebco/ Argent/Newlite/ Oxford/Crown
303.	Aluminium T or L sections	Jindai/Mahaveer/ Hindalco
304.	Stainless steel butt hinges 100x58x1.9 mm IS: 12817 marked	
305.	Stainless steel wire mesh	
306.	Float glass sheet of nominal thickness 4 mm (weight not less than 10 kg/sqm)	Modi/Saint Gobain
307.	Float glass sheet of nominal thickness 5.5 mm (weight not less than 13.50 kg/sqm)	
308.	Hermetically sealed double glazed unit made with 6 mm thick clear float glass both side having 12 mm air gap	
309.	EDPM gasket for uPVC window / door	Anand

		reddiplex/Enviro seals
310.	Frosted glass sheet of nominal thickness 4 mm (weighing not less than 10 kg/sqm)	Modi/Saint Gobain
311.	Rectangular shape 450X600 mm Mirror with Plastic moulded frame	
312.	Sal wood in scantling	
313.	Glue	Fevicol
314.	Wire nails	
315.	12 mm commercial ply	Dura/Greenply/Century/Kitply
316.	Teak wood moulding 52X19 mm	
317.	1.0 mm thick decorative laminated sheet	
318.	All drive screws (for gypsum board)	
319.	Primer (for gypsum board)	
320.	12.5 mm thick tapered edge gypsum plain board confirming to IS2095-part I	Gypsum India Limited/Beral gypsum/Laffarge/USG
321.	8 mm thick Bison board for trap door	Gypsum India Limited/Beral gypsum/Laffarge/USG
322.	Galvanised Steel ceiling section (size 80x26x0.50 mm)	Gyproc
323.	Galvanised Steel perimetre Channel (Size 20x27x30x0.50 mm)	
324.	Galvanised Steel intermediate Channel (Size 15x45x15x0.90 mm) Strap hanger	
325.	Galvanised Steel angle hanger (Ceiling angle) (Size 25x10x0.50 mm)	
326.	Galvanised Steel connecting clips (2.64 mm dia and 230 mm long GI wire)	
327.	Galvanised steel bolts & nuts 6 mm dia and 25 mm long round head with slots	HILTI/Faischer/BOSCH
328.	Galvanised Steel soffit cleat (Size 27x37x25x0.60 mm)	
329.	Joint filler	
330.	Joint finisher	
331.	Joint tape roll	
332.	GI Metal Tile Lay-in Plain Tegular edge global white color tiles of Size 595x595 mm and 0.5 mm thick	Nittobo/Armstrong/Durlum
333.	Main T ceiling sections 24x38x0.3 mm (3 metre long)	Nittobo/Armstrong/Durlum
334.	Perimeter wall angle 24 x 24 x 0.3 mm (3 metre long)	
335.	Intermediate cross T-Section 24x25x 0.3 mm (1.2 m long)	
336.	Intermediate cross T-Section 24x25x 0.3 mm (0.6 m long)	
337.	Hanger rod 4 mm thick	
338.	Adjustment clip 85x30x0.8 mm	
339.	Soffit cleat (Size 27x37x25x1.60 mm)	
340.	Dash hold fastener 12.5 mm dia, 50 mm long with 6 mm dia bolt	HILTI/Faischer/BOSCH
341.	Looking mirror for dressing table/toilets 6 mm thick	Modi/Saint Gobain
342.	Nickel plated M.S.pipe curtain rods 20 mm dia heavy type	Vista/Lavolar/Mac

		Décor
343.	Nickel plated M.S. Brackets for curtain rod 20 mm	
344.	Drapery rods for curtains 20 mm dia as approved by engineer incharge	Vista/Lavolar/Mac Décor
345.	Drapery rod brackets 20 mm as per approved design	
346.	Drapery rod supporting clip	
347.	Aluminium washer 2 mm thick 15 mm dia	
348.	Silicon sealant	Ge-Silicon/ Pidilite/Sika/ Choksey
349.	1.0 mm thick decorative laminated sheet	Duro/Greenply/Pearl /Century/Kitply/ Greenlam/Marino
350.	High polymer modified quickset tile adhesive per	Ardex endura gold star
351.	Prelaminated particle board with one side decorative and other side balancing lamination, flat pressed 3 layer & graded (medium density) Grade I, Type II conforming to IS : 12823 (exterior grade) 18 mm thick.	Anchor/Novapan/ Century/Greenply/ Bhutan board
352.	Water thinnable cement primer for interior wall surface, having VOC content less than 50 grams/ litre	Berger/Asian
353.	Exterior primer	
354.	Oil bound washable distemper/ Acrylic distemper	
355.	White cement based putty	Birla/JK
356.	Synthetic enamel paint in all shades except black or chocolate shade	Berger/Asian
357.	Plastic emulsion paint	
358.	Putty for wood work	
359.	Plaster of Paris	
360.	Ready mixed pink or grey primer on wood work (hard and soft wood) having VOC content less than 50 grams/ litre	Berger/Asian
361.	Ready mixed red oxide zinc chromatic on steel/ iron work, having VOC content less than 250 grams/ litre	
362.	Premium Acrylic exterior paint	
363.	Premixed super white gypsum plaster.	
364.	Pigment of desired colour shade to get specific colour for wall painting work	Berger/Asian
365.	Painting brush of approved quality and make	
366.	125 mm	
367.	100 mm	
368.	75 mm	
369.	Hydraulic Excavator of 1 cum bucket	
370.	Tractor with trolley	
371.	Cleaning of terrace / loft water storage tank (inside surface area) upto 2000 litre capacity at all height with coconut brushes, duster etc. removal of silt, rubbish from the tank and cleaning the tank with fresh water disinfecting with bleaching powder @ 0.5gm per litre capacity of tank, including marking the date of cleaning on the side of tank body with the help stencil and paint	Work to be done by specialized agency only with approval and necessary certificate to be submitted by

	and disposing of malba, all complete as per direction of Engineer-In-Charge (The old date already written on tank should be removed with paint remover or black paint and if date is not written with the stencil or old date is not removed deducted will be made @ Rs. 0.10/-per litre if during cleaning and GI fittings or ball cock is damaged that is to be repaired by contractor at his own cost and nothing extra will be paid on this account)	Contractor after completion of work.
372.	Cleaning of underground sump, Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:- (i) Tank shall be emptied of water by pumping & bottom shall be cleaned of slit and other deposits. (ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water. (iii) Chlorination of RCC internal surface by liquid chlorine (iv) The treated surface shall be dried using air jetting and all loose particles shall be removal from the surface. (v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge	Work to be done by specialized agency only with approval and necessary certificate to be submitted by Contractor after completion of work.
373.	S.W. gully trap P type 100x100 mm	Finolex/Supreme/ Apollo
374.	S.W. gully trap P type 150x100 mm	
375.	U-PVC pipes (working pressure 4 kg / cm ²) Single socketed pipe 75 mm dia	
376.	uPVC coupler for UPVC drainage pipes 75 mm	
377.	UPVC bend 87.5° 75 mm bend	
378.	U-PVC pipes (working pressure 4 kg / cm ²) Single socketed pipe 110 mm dia	
379.	uPVC coupler for UPVC drainage pipes 110 mm	
380.	UPVC bend 87.5° 110 mm bend	
381.	Galvanized wire mesh of average width of aperture 1.4mm and nominal dia of wire 0.63mm	N.A.
382.	12.5mm thick tapered edge gypsum moisture resistant board	N.A.

Executive Engineer (E)
AIIMS, Jodhpur

Annexure - III**FINANCIAL INFORMATION**

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

i. Gross Annual Turn Over

Descriptions	2016-17	2017-18	2018-19
Gross Annual Turn Over			
Average turn-over of three years			

ii. Profit / Loss for last Five years ending 31.03.2019

S. No.	Financial Information in Rs. Equivalent	For year 2014-15	For year 2015-16	For year 2016-17	For year 2017-18	For year 2018-19
1.	Total Assets					
2.	Current Assets					
3.	Total Liabilities					
4.	Current Liabilities					
5.	Profit before Tax					
6.	Profit after Tax					
7.	Net Worth					

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

ANNEXURE – IV**DETAILS OF ALL WORKS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING DECEMBER, 2019**

S. No	Name of Work/ project	location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration pending/ in progress with details *	No. & Date of completion certificate attached.	Remarks
1	2	3	4	5	6	7	8	9	10	11

- ❖ Indicate gross amount claimed and amount awarded by the Arbitrator.
- ❖ Completion certificate to be attached.
- ❖ Supporting documents like notice of award, schedule of qualifying works shall also be attached.

Signature of Bidder(S) with Seal

ANNEXURE –V**Bidder's Information**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Legal status of company / firm (relevant documents to be attached with technical bid)	
Phone No:-	
Mobile No:-	
Email Id:-	
Name and address of service centre nearby Jodhpur.	
Whether the firm is a registered firm Yes/No (attached copy of certificate).	
PAN No. (enclose the attested copy of PAN Card).	
GST No. (enclose the attested copy of GST Certificate)	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque of Earnest Money Deposit (EMD)	
Whether the Firm/Agency has signed each and every page of Tender/NIT.	
Any other information, if necessary.	

Authorized Signatory of the Bidder with Seal

ANNEXURE – VI

COMPLETION / PERFORMANCE CERTIFICATE		
1.	Name of Work	
2.	Agreement no. / Word order no.	
3.	Date of issue of work order	
4.	Name of the contractor Agency	
5.	Stipulated date of commencement of work as per agreement	
6.	Tendered value of work	
7.	Completion cost of work	
8.	Stipulated date of completion of work as per agreement	
9.	Actual date of completion of work	
Certified that the work has been completed satisfactory within the stipulated date of completion. There are no defects apparent and M/s. _____ has completed all the works as per agreement.		

Signature of Authorized officer (with designation)

Note:

- ❖ The above completion certificate shall be issued on the letter head of concerning client department.

ANNEXURE –VII**UNDERTAKING CERTIFICATE
(To be submitted on Letter Head of the Company/Firm)**

I/we hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I/we also certify that firm will execute the work as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I/we also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules.

I/we do abide all the Rules & Directions, Annexures, specifications applicable, General rules and directions, General Conditions of Contract, Special Conditions of Contract, Clause of Contract, General Conditions for Supply of Material, Financial Bid and other documents and rules referred to in the tender document for the work.

Date: _____ Name : _____
Place: _____ Business Address : _____
Signature of Bidder : _____
Seal of the Bidder : _____

ANNEXURE –VIII
TENDER ACCEPTANCE CERTIFICATE

(On letter head of company /firm)

To,
The Director,
All India Institute of Medical Sciences,
Jodhpur (Raj.)

Ref.: Your NIT No.: **AIIMS-JDH/EE/ELECT/2019-20/05(Second Call)** due on **12-03-2020**

I / We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. We agree to keep our bid valid for a period of 180(one hundred eighty) days for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Agreement / Contract is executed; this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments /PSU etc. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum, if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in AIIMS organization in future forever. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

(Scanned copy to be uploaded at the time of submission of bid alongwith the technical bid)

Name: _____

Business _____

Address: _____

Place: _____

Date: _____

CHECK LIST
FOR DOCUMENTS REQUIRED TO BE UPLOADED WITH TECHNICAL BID

S. No.	Documents required	Compliance (to be ticked as attached)
1.	EMD of Rs. 8,97,570/- or E.M.D. exemption certificate, if any.	Yes / No
2.	Copy of constitutional or legal status.	Yes / No
3.	Copy of Income Tax Return Acknowledgement for last Three years (viz. 2016-17; 2017-18; 2018-19).	Yes / No
4.	Solvency Certificate of the amount equal to 40% of the estimated cost of the work by any scheduled nationalized bank only	Yes / No
5.	Copy of certified balance sheets / profit and loss account duly CA certified for last Five years (viz. 2014-15; 2015-16; 2016-17; 2017-18; 2018-19).	Yes / No
6.	Copy of PAN Card.	Yes / No
7.	Copy of GST Registration.	Yes / No
8.	General Rules & Directions General Conditions of contracts Performa of Schedules Special Conditions of Contracts Additional Conditions of Contracts (Read and Accepted)	Yes / No
9.	Read Annexure- I (List of T&P to be available at contractor /maintenance office at AIIMS- Jodhpur site round the clock (24 hrs. x 365 days)	Yes / No
10.	Read Annexure - II (Approved make list for the work).	Yes / No
11.	Completely filled, signed & sealed Annexure- III (Financial Information)	Yes / No
12.	Completely filled, signed & sealed Annexure- IV . (Details of all works of similar works completed during the last seven)	Yes / No
13.	Completely filled, signed & sealed Annexure- V (Bidder's Information)	Yes / No
14.	Completely filled, signed & sealed by respective client department for qualifying considered work Annexure- VI (Completion / Performance Certificate)	Yes / No
15.	Completely filled, signed & sealed Annexure- VII (Undertaking Certificate)	Yes / No
16.	Completely filled, signed & sealed Annexure- VIII (Undertaking Certificate)	Yes / No
17.	Notice of Award & Schedule of quantities for qualifying considered similar work in accordance with the completion / performance certificate.	Yes / No
18.	EPF & ESIC registration.	Yes / No
19.	Any other document, if required mentioned in tender document.	Yes / No

Signature of Bidder(S) with Seal

ANNEXURE –IX
PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated..... (Date) for the construction of..... (Name of work) (Hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (Name of bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto..... (Name and division of Executive Engineer) (Hereinafter called "the Engineer-in-Charge") in the sum of Rs..... (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of20....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in Charge:
 - (a) Fails or Refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) Fails or Refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his 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 tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, 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.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

ANNEXURE –X
FORM OF PERFORMANCE SECURITY (GUARANTEE)

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a Security/Guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We _____ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government .
 2. We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
 3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
 4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
 5. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
 6. We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
 7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
 8. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing
 9. This guarantee shall be valid upto _____ unless extended on demand by Government
Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to. (Rs. _____ Only)
and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.
- Dated the _____ day of _____ For _____

(Indicate the name of bank)