

Tender For Supply, Installation, Testing and Commissioning of Laundry equipments for Hospital at AIIMS, Jodhpur

NIT No.	AIIMS-JDH/EE/ELECT/2018-19/LAUNDRY /01 (SECOND CALL)
NIT Issue Date	16 th August, 2018
Pre-bid Meeting	22 nd August , 2018 at 03:00 PM.
Last Date of Online Submission	04 th September, 2018 at 03:00 PM.
Bid opening date	05 th September at 03:00 PM.

Tender documents may be downloaded from website www.aiimsjodhpur.edu.in (for reference only) and CPP site <https://eprocure.gov.in> and tenders.gov.in



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan
Telephone: 0291- 2740741, email: saxenap@aiimsjodhpur.edu.in
www.aiimsjodhpur.edu.in

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR

Name of Work: - Supply, Installation, Testing and Commissioning of Laundry equipments for Hospital at AIIMS, Jodhpur

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR

NOTICE INVITING TENDER

1.	Name of work	Supply, Installation, Testing and Commissioning of Laundry equipments for Hospital at AIIMS, Jodhpur
2.	Tender No.	AIIMS-JDH/EE/ELECT/2018-19/LAUNDRY/01 (Second Call)
3.	Contract Period	90days
4.	Estimated Cost	Rs. 3,03,00,000.00
5.	Earnest money deposit	Rs. 6,06,000.00
6.	Performance Security	5% of Contract value
7.	Security Deposit	5% of the Contract value
8.	Pre-bid meeting	22 nd August 2018, at 03:00 PM at Committee room, Administration Block, Medical College, AIIMS, Jodhpur.
9.	Last Date & time for Submission of EMD	04 th September, 2018, 03:00 PM at Engineering Wing, 2 nd floor, Medical College, AIIMS, Jodhpur.
10.	Bid opening date & time	05 th September, 2018 03:00 PM

❖ Please read carefully the notes given with the tender Notice.

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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR
NOTICE INVITING TENDER

DATE: 16.08.2018

TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2018-19/Laundry/01 (Second Call)

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 in two bid system for tender of **Supply, Installation, Testing and Commissioning of Laundry equipment's for Hospital at AIIMS, Jodhpur**

1. Name of work: **Supply, Installation, Testing and Commissioning of Laundry equipment's for Hospital at AIIMS, Jodhpur**
2. Estimated Cost: **Rs 3,03,00,000/- (Rupees Three Crore Three Lac Only)**
3. Earnest Money Deposit (EMD): **Rs.6,06,000/- (Rupees Six Lac Six Thousand only)**
4. Period of Completion: **90 days**
5. Defect liability period : **01 year**
6. Period of Validity of Tender **180 days** from the date of opening of the tender.
7. **Tender documents may be downloaded from website www.aiimsjodhpur.edu.in (for reference only) and CPP site <https://eprocure.gov.in> and tenders.gov.in**
8. Pre –Bid conference: **22-08-2018 at 1500 Hrs.**
9. Last date & time for tender submission: **04th September 2018 at 1500 Hrs.**
10. Date & time of opening of tender (Technical Bid): **05th September 2018 at 1500 Hrs.**

Instructions for the Bidders / The service providers:-

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. **Tenderer/Contractor/Bidders 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>'.**

4. **Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.**

5. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) **Rs. 6,06,000.00** by way of demand drafts or bank guarantee only. The demand drafts or bank guarantee shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**”. The demand drafts or bank guarantee for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts or bank guarantee of EMD will be rejected.

6. **The Hard Copy of original instrument only for earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date/ time of Bid Submission as per page no. 2. The bid without EMD will be summarily rejected. The EMD should be valid for 180 days from the date of submission of tender.**

7. **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/email shall not be considered. No correspondence will be entertained in this matter.**

8. **Criteria of eligibility:**

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

- a. Contractor should have registration with Govt. / Semi Govt. organization like railways, PWD, CPWD, BRO, MES etc. in appropriate class and / or having experience in carrying out similar works.
- b. Should have satisfactorily completed the similar works as mentioned below during the last Five years ending 31.03.2018. (Annexure B)
Note: Completion certificate to be attached.
“Similar works mean Supply, Installation, Testing and Commissioning of Laundry equipments”
- c. Experience of having successfully completed works during the last 7 years ending last day of the month previous to one in which applications are invited:-
 - i. Three similar completed works each of value not less than 40% of the estimated cost put to tender
Or,
 - ii. Two similar completed works each of value not less than 60% of the estimated cost put to tender. Or
 - iii. One similar completed works of value not less than 80% of the estimated cost put to tender.
(Details should be mentioned in Annexure B)
- d. Should have average annual financial turnover of Rs. 1,75,00,000/- during the immediate last three consecutive financial years ending 31.03.2018. Profit and Loss statement or latest Income Tax return filed with IT department. (Details should be mentioned in Annexure C)
- e. 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.
- f. ***The tender pertains to SITC of Laundry equipments only. The works related to Hiring of Laundry services or equipments shall not be considered under similar work criteria.***

9. 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.
10. Security deposit equal to 5% of the contract value will be deducted from running account bill of the contractor.
11. **Technical Bid**

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

 - i. Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
 - ii. Signed and scanned copy of documents like Earnest Money Deposit.
 - iii. Signed and Scanned Copy of Make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.
 - iv. Annexure Form A to E duly filled, signed and scanned.
 - v. Duly scan completion certificate for similar work from Client department.
 - vi. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
 - vii. Duly signed copy of Income Tax Return Acknowledgement for last Three years.
 - viii. Duly signed copy of GST returns for last 03 quarters ending on 31-03-2018.
 - ix. Signed and scanned copy of all tender documents, corrigendum/ addendum (if any) and their annexures.
 - x. Any other document mentioned in tender document.
 - xi. The bidder (if not original equipment manufacturer) must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintaining the equipments atleast for all items related to Laundry equipments.**
12. **Financial Bid**

Price Bid Form [As per FINANCIAL BID Schedule of Quantity] duly filled signed and scanned - Price must be quoted as per format specified; failing which tender shall be summarily rejected.
13. The bidders are requested to visit the site and get familiarized with local conditions before submission of tender.

Executive Engineer (Electrical)
AIIMS, Jodhpur

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR

TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2018-19/Laundry /01 (Second call)

Item Rate Bid for works: Tender for Supply, Installation, Testing and Commissioning of Laundry equipments for Hospital at AIIMS, Jodhpur

T E N D E R

I/we have read and examined the Notice Inviting Tender, Schedule A, B, C, D & E, Specifications applicable, General rules and directions, Conditions of Contract, Clauses of Contract, Special Conditions, Additional Conditions, Schedule of Rates and other documents and rules referred to in the condition of contract and all other contains in the tender document for the work.

I/we hereby tender for the execution of the work specified for the President of India within the time specified in the Schedule 'F', viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of Contract and 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 Ninety (90) days 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. 6,06,000/- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank 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 President of India 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 President of India 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 Clause 12.2 and 12.3 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

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

GENERAL CONDITIONS CONTRACT

CLAUSE 1

Performance Guarantee

(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.

(v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of Project Manager / Chief Project Manager /Superintending Engineer. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of 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

40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

CLAUSE 1 A

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 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% 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

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 justified extended date of completion, as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, 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' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) 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 @1 % per month of delay for delay of work 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 Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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 as above. With-holding 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.

Incentive for early completion

CLAUSE 2A

In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. Provided that justified time for extra work shall be calculated on pro-rata basis as cost of extra work X stipulated period /tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

When Contract can be Determined

CLAUSE 3

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 unworkman 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 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 or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (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)

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, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), 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 so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit 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 more, either party may close the contract by giving notice to the other party stating reasons. 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.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Contractor liable to
Pay Compensation
Even if action not
Taken under Clause
-3

CLAUSE 4

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 -3conditions 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) and 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

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 notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1. As soon as possible but within twenty one days of award of work and in consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F'
- b) Schedule of issue of designs as specified in the Schedule 'F'

(i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer- in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. 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 programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

- (ii) In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge 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 week or part 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 like above which, in the reasoned opinion 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 Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in Schedule 'F' but shall nevertheless use constantly his best endeavours 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.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3. In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a program, a fair and reasonable extension within a reasonable period of occurrence of the event.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is

covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4. Request for rescheduling of Mile stones or 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 forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix -XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/ s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Measurements of
Work Done

CLAUSE 6

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 jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

CLAUSE 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 No payment shall be made for work, estimated to cost Rs. One lac 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. One lac, 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, 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 @ 10% 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.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit, which will be compounded on yearly basis.

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

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 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 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge

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 off 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

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 of 0.1 % of Tendered Value or limit prescribed Superintending Engineer shall be final and binding on the contractor.

The contractor shall submit completion plan for Internal and External Civil, Electrical Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

CLAUSE 9

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 hereinunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

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

In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time

CLAUSE 10

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. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by Chief Engineer with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

10.1 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

10.2 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, which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer- in- charge shall be binding 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, failing which it will be deemed to have been approved.

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).

B. For Maintenance works including works of upgradation, 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 items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

CLAUSE 11

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) 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.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee

Clause 12

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 13

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

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

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

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

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

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

2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer- in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that

time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by 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 Govern-ment, 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.

Suspension of
Work

Compensation
in case of
Delay of
Supply of
Material by
Govt.

CLAUSE 14

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.

This clause 15 A will not be applicable for works where no material is stipulated.

CLAUSE 15

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates incharge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the

officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) 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 16

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 17

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 17 A

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 17 B

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

CLAUSE 18

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 ensure.

CLAUSE 19

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

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the 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.

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

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 or if the Engineer in Charge considers any act or decision of the

contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer or where there is no Chief Engineer, the Additional Director General (CE/ADG) who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/ADG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, 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 Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General, CPWD (CE/ADG/DG) for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.

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.

The CE/ADG/DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

- a. A party fails to appoint the second Arbitrator, or
- b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then
The Director, AIIMS-Jodhpur shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary Level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, 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 as per the Act.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

CLAUSE 27

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

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

Contractor to indemnify Govt. against Patent Rights

Withholding and lien in respect of sum due from contractor

CLAUSE 29

(i) 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 Engineer-in-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 finalisation 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.

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 Superintending 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 Superintending Engineer or the Executive Engineer

Lien in respect of claims in other Contracts

CLAUSE 29A

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

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the 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

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 labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. 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 labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer 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

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.

(ii) 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

Employment of coal mining or controlled area labour not permissible

CLAUSE 31 A

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.
- (iii) 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

(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 damages 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 damages to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damages 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

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 licences 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

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 licence 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 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

Departmental
water supply, if
available

CLAUSE 34

(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.

(ii) 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.

(iii) 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 programme 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.

(iv) 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 Superintending Engineer shall be final and binding on the contractor.

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

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

(x) 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).

(xi) 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.

(a) 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.

(xii) 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.

(xiii) 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

(xiv) 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

(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

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

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38

(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

Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/ cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(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 38

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 39

The contractor shall not be permitted to tender for works in the CPWD circle (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 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 C.P.W.D. or in the Ministry of Urban Development. 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 CPWD 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 40

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.

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

CLAUSE 41

(i) After completion of the work and also at any intermediate stage in the event of non-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.

(c) 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.

(d) For any other material as per actual requirements.

Return of material & recovery for excess material issued

(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 nonscheduled items, the decision of the Superintending 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 42

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 Superintending 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 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 43

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 Superintending 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 44

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said 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 (Electrical)
AIIMS, Jodhpur

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

SCHEDULE 'A'

Schedule of quantities (Enclosed)

SCHEDULE 'B'

Schedule of materials and services to be issued to the contractor.

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1.	2.	3.	4.	5.
	-----NIL-----	-----NIL	-----NIL-----	-----

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of issue
1.	2.	3.	4.
01	Area for storage / Site Office	----- -----	Site Premises
02	Temporary Building	No Labour Hutment permitted at site	Site Premises
03	Labour Hutments		

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any

-----NIL-----

SCHEDULE 'E'

Reference to General Conditions of contract

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

NAME OF WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENTS FOR HOSPITAL AT AIIMS, JODHPUR.

- (i) Estimated cost of work : Rs. 3,03,00,000 /
- (ii) Earnest money : Rs. 6,06,000/-
- (iii) Performance Guarantee 5% of contract value
- (iv) Security Deposit 5% of contract value

SCHEDULE 'F'

General Rules & Directions :

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

Definitions:

2(v) Engineer-in-Charge **EE (Electrical), Project Cell, AIIMS Jodhpur**

2(viii) Accepting Authority **Director & CEO, AIIMS, Jodhpur**

2(x) Percentage on cost of materials and labour to cover all overheads and profits 15%

2(xi) Standard Schedule of Rates Market Survey

2(xii) Department **AIIMS, JODHPUR**

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 Director & CEO, AIIMS, Jodhpur

Clause 2A

Whether Clause 2A shall applicable Yes

Clause 5

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

03days

Mile stone(s) as per table given below:-

Table of Mile Stone(s)

Sl. No.	Description of Milestone (Physical)	Time Allowed in days (From date of start)	Amount to be withheld in case of non-achievement of milestones
1	Approval of items & execution of work	07	1.5% of contractors amount
2	Supply of 50% quantity / work done	45	1.5% of contractors amount
3	Completion of work	90	1.5% of contractors amount

Time allowed for execution of work.

90 days

Authority to decide:

(ii) Extension of time:

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

(Engineer in Charge)

(Within stipulated date of completion)

b. **Director & CEO, AIIMS, Jodhpur**

(Beyond stipulated date of completion)

(iii) **Rescheduling of mile stones:**

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

(Engineer in Charge)

(Within stipulated date of completion)

b. **Director & CEO, AIIMS, Jodhpur**

(Beyond stipulated date of completion)

(iv) Shifting of date of start in case of delay in handing over of site

Director & CEO, 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.

Rs. 50 Lakhs

Clause 10A

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

Yes

Clause 10B (ii)

Whether clauses 10B (ii) shall applicable

No

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 03months of completion exceeding the period shown in next column
Schedule of component of other Materials, Labour, POL etc. for price escalation

Component of civil (except materials covered under clause 10 CA)/Electrical construction 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 Works -2009, Vol I & II with 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 limit beyond which clauses 12.2 & 12.3 shall apply for **building work**

.....30%.....

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

Director & CEO AIIMS Jodhpur

Clause 18

List of mandatory machinery tools & plants to be deployed by the contractor at site:-
As per work requirement and directions of Engineer –in-Charge.

Clause 25

Constitution of Dispute Redressal Committee (DRC)

DRC shall constitute one chairman and two members

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions and interpretation

- 1(a) "Specification" means the specification included and/ or referred to in the Tender document and any modification thereof or addition thereto as may from time to time be issued to the Contractor.
- (b) "Temporary Works" means all temporary works of every kind required in or about the execution and completion or maintenance of the Works and the remedying of any defects therein.
- (c) "Urgent Works" means any urgent works which in the opinion of the Client and or E.I.C. becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure of services or required to accelerate the progress of the work for which becomes necessary for safety and security or for any other reason the Client and or E.I.C may find it necessary.

2. Scope of Contract

- a. The contract comprises the construction / SITC, completion, remedying the defect of the works and except in so far as the Contract otherwise stipulates the provision of all labour, materials, constructional plant, machinery temporary works and everything whether of a temporary or permanent nature required in and for such construction / SITC, completion and maintenance so far as necessary for providing the same as specified in or reasonably to be inferred from the Contract.
- b. The contractor will provide one air conditioned vehicle (swift desire / Bolero or equivalent as approved by EIC) with atleast two drivers for shifts and fuel for the entire project period for 24 hours for use of project cell / project consultant / EE. The cost of this item shall be deemed to be included in the quoted cost by the contractor.
- c. Contractor shall bear all expanses (travelling from site, boarding & lodging etc.) for 3 engineers during inspection of materials in factories by engineers from project cell / project consultant.

3. Drawings

(a) Tender Drawings

The tender drawings furnished by the Consultant are for Tender Purpose only and are intended as a guide to the Bidder/Contractor and give general layout of buildings and general information of structures and general positions of utilities, services and equipments only. Contractors quoted rate for any item should not be based on any measurement, quantity, and specification from these drawings. Any claim raised by the contractor in this regard shall not be valid in this contract and shall not be accepted by the Client.

(b) Issue and custody of drawings & specifications

The contractor on the signing of contract shall be furnished by EE free of cost two copies of all drawings prepared by the consultant and all further drawings issued during the progress of the works. The contractor shall keep one copy of all drawings at the works site and the Client/EE shall at all reasonable time have access to the same.

Before the issue of the final certificate to the contractor, he shall forthwith return to the EE all drawings and specifications.

The drawings shall be provided to the Contractor as per the schedule (prepared at the starting of the works and necessarily updated or revised time to time) mutually agreed by the EIC and the Contractor. Last major drawings may be provided as per the schedule prior to the stipulated date of completion and the Contractor, if found necessary shall increase his resources and efforts so as to complete the works within stipulated time.

From time to time during the course of contract revised drawings may be issued to the Contractor and the Contractor shall ensure that all superseded drawings are removed from site and stored in a lockable cabinet as directed by the EE and replaced by revised drawings.

The Contractor shall maintain complete up to date Register of drawings to be maintained at site. All drawings shall be properly filed and indexed for ready reference.

The contractor shall ensure that only the valid up to date drawings are used for setting out, construction and preparation of working drawings etc.

Detail drawings in all cases shall be worked to in preference to those of a more general nature and figured dimensions were indicated shall be followed in preference to sealed dimensions.

(c) Working Drawings

Working drawings shall mean any of all drawings, required for satisfactory execution of the work. Two sets of all the working drawings shall be provided to the contractor by EE

Working drawings to be supplied by the EE shall be such that that all details are included and in an appropriate scale to ensure that the Works are properly executed, coordinated and installed in accordance with drawings and specifications issued by EE and as directed by the EE.

The Contractor shall be entirely responsible for co – ordination of entire work at site including the works carried out and shall ensure that all necessary working drawings are properly prepared & executed by the Contractor.

Review and approval will not extend to means, methods, techniques sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

(d) As – Built Drawings (related to working drawings)

“As Built Drawings” shall be provided by Contractor at the time of handing over and shall be prepared by the Contractor at his own cost.

As – built drawings shall be under preparation from the onset of the contract, in order that all minor amendments and discrepancies from the “Working Drawings” are incorporated. To ensure that this requirement is complied with the EIC shall inspect the drawings on his request as the Works proceed. The Contractor shall submit 3 sets of “As Build” drawings. One shall be transparency and other shall be prints.

At the discretion of the EE and subject only to his express agreement certain workings drawings may be modified and submitted to the EE as the “As Build” drawings.

6. Disruption of Progress

(a) The Contractor shall give adequate but not less than 1 week written notice to the EE whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, including a direction, instruction or approval, is required to be issued by the EE. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

(b) If by reason of any failure or inability of the EE to issue within 1week any drawing or instruction for which notice has been given by the Contractor and the contractor suffers delay then the EE shall after due consultation with the contractor recommend to the Client any extension of time under respective clause. Notwithstanding anything stated above, the contractor shall not be eligible for any financial compensation arising out of the above.

7. Further Drawings and Instructions

The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the EE. The EE may in his absolute discretion and from time to time further issue drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “EE Instruction” in regard to:

- (a) The variation or modification of the design, quality or quantity of items of works or the addition or omissions or substitution of any item.
- (b) Any discrepancy in the drawings or between the bill of quantities and/or drawings and/or specification.
- (c) The removal from the site of any material brought thereon by the contractor and the substitution of any other material therefore.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause thereof.

The contractor shall forthwith comply with and duly execute any work comprised such as EE 's instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the EE, shall if involving a variation, be confirmed in writing by the contractor within three days, and if no dissented from in writing within a further three days by the EE, such shall be deemed to be EE instructions within the scope of the contract.

8. Authority and Duties of the Client.

The EE has been appointed by and duly authorized by the Client to supervise, test examine, approve or reject any material and/or works, to order, cancel, alter, modify, any of the materials, items of works within the framework of the contract and as per the technical specifications, drawings and schedule of items issued by the EE and the consultant. The EE is further authorized to administer the contract, check, correct, modify and certify or reject any bill or requests for payment for materials, items or works. The EE shall obtain prior approval of the Client for any deviation from the contract including extension of time to the contractor.

The duties of EE are given in this document elsewhere, however main duties are as under: -

- (a) Monitor and supervise the work.
- (b) Test and examine any materials to be used in the works.
- (c) Check workmanship of the item executed.
- (d) Ensure correct measurement of BOQ.
- (e) Prepare & issue certificate of payment and recommend for payment to Client.
- (f) Order variation of quantities, items etc.
- (g) Record extra item of the work.
- (h) Check the rate analysis of extra items.
- (i) Ensure complete compliance with the drawings, technical specification and various requirement of contract Documents.

9. Contractor's General Responsibilities

(a) Execution of works

The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects in and for such

execution, completion, maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

If the contractor finds any discrepancy in the drawings or between the drawings bill of quantities and specifications, he shall immediately and in writing refer the same to the EE who shall decide which is to be followed.

The successful contractor is bound to carry out any items of work necessary for the completion of the job even through such items are not included in the bill of quantities and rates instructions in respect of such additional items and their quantities will be issued in writing by the EE.

The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the Requirements/satisfaction / direction of the EE and no deviation of any account will be permitted.

The contractor shall have to use materials from the makes/manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by EE after due consent by Client. Wherever different pattern/Design/Quality of materials with same specification make as specified in the contract, is available in the market, EE in consultation with Engineer –in – Charge will approve the pattern/Design/Quality of the material/item which shall be final and binding on the contractor.

EE / E.I.C. is empowered to cancel an approval of material if subsequently it is found that approved material once brought at site and tested does not meet the requirement as specified in the contract. In such case Project Consultant will accord approval of alternate material in consultation with Engineer-in-Charge.

(b) Adequacy, stability and safety:

The contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction

(c) Temporary works and arrangements:

The contractor shall furnish to the EE full particulars, drawings, etc. of all temporary works necessary for the execution of the works and shall allow sufficient time for EE to consider the same. The EE reserve the right to comment on the Contractor's proposals if they consider that modifications should be made. The Contractor's shall be solely responsible for the stability and safety of all temporary works including obtaining statutory approvals and payment of statutory fees, if any. The EE will indicate the site(s) for such temporary works and the Contractor will have to restrict his requirements to the same. Should it be necessary to shift the temporary works to some other allotted place during the execution of the works, the Contractor shall do so, when informed by the EE, at his own cost and without any delay or demur. Such shifting of temporary works may be in part or in full.

(d) Initial and Final Clearance of site for temporary works:

The contractor shall be responsible for the clearance of the site of all mulbah, rubbish etc. to be removed off site to a location to be provided by the contractor and approved by the EE. The cost of all this shall be borne by the contractor.

(e) Storage cleaning and Dewatering

The Contractor shall at all times during construction keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the EE.

Storage of materials shall be in organized manner and in proper compartments as directed by EE/ E.I.C. storage on suspended floors shall not be permitted unless specifically approved in writing by the EE for specific materials

in specific locations and in approved manner, EE shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc. A cleaning schedule shall be maintained.

Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as “Delivered at site” only after the physical presence of materials at site are verified by the EE. Stores elsewhere shall not be eligible for being considered as “Delivered at site”.

Contractor shall be responsible to keep entire site free from water due to water coming from any source at any source at any level and shall protect all materials and works from being damaged by the water from any source. Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the Contract sum.

(f) Coordination of builders work required for services and Installation of equipments:

The Contractor shall co-ordinate the requirements for holes, fixings and builders work, for internal and external services installations in accordance with the requirements of the relevant drawings, which shall be made available to Contractor by the EE.

The Contractor's attention is also drawn to the fact that all holes, chases etc. shall be left in the building work as it proceeds and cut-out subsequently except in so far as may be necessary due to subsequently except in so far as may be necessary due to subsequent authorized instructions,

The Contractor shall therefore obtain necessary builders work details in such order and in such time as to enable them to be checked and approved by the EIC not less than one week before the actual construction is planned to take place.

10. Watching & Lighting

The Contractor shall throughout the execution and completion of the Works and the remedying of the Site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the Site and keep the site and the Works in Orderly state appropriate to the avoidance of danger to such persons and in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the EIC , or by any duly constituted authority , for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution , noise and other causes as a consequence of his methods of operation.

11. Care of Works

From the commencement to the certified completion of whole works, the Contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks as defined in sub clauses of Clause -12.

The contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and conformity to every respect with requirements of the contract and EIC' s instructions. The Contractor shall also be liable for any damage to the to the works occasioned by him including subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under clause 32 hereof. The contractor shall indemnify the Employer from all risks on this account.

12. Expected Risks & Force Majeure

(a) Expected Risks

The "expected risks" are war, hostilities (whether war declared or not), invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurpe power, civil war, or (unless solely restricted to the Contractor or of his sub-Contractors and arising from the conduct of, their workmen) riot, commotion or disorder or radiation or contamination by radio-activity and other hazardous properties of any explosive, nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, nuclear assembly nuclear component thereof, pressure waves caused by aircraft or aerial devices traveling at sonic or supersonic speed, or any such operation of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for any insure against all of which are herein collectively referred to as "the expected risk".

(b) Force Majeure

- (i) Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute, a breach thereof or give rise to any claims for damages if, and to 'the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other Party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.
- (ii) In the event of the effect of force majeure continuing beyond the period of One hundred and eighty (180) days, the parties shall mutually decide whether or not to terminate this Contract. In the event of termination of contract the contractor shall be paid for the work done and which has been accepted and certified by the EIC and shall not assert any additional claims against the Client.

13. Contractor's Superintendence

- (a) The contractor shall be solely responsible for the means, methods, techniques, sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract Document.

The Contractor shall give or provide all necessary superintendence during the execution of the Works.

(b) Contractor's Senior Representative for Execution & Coordination of Works

The Contractor shall have on site all times during working hours throughout the course of the Contract or at least one Competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the works at site and shall keep EE informed at all times about the name and designation of such representative. Contractor's Senior Representative shall have the power to take joint measurement and sign the measurement books/bills. Any direction, explanations, instructions or notices given by the EE to such representative shall be held to be given to the Contractor. In case of absence of Senior Representative from the site other alternative representatives must be available at site with same powers. The curriculum vitae (CV) of the following key personnel proposed to be deployed at site for the entire duration is also required to be submitted.

- Director/Project Coordinator
- Project Managers
- Construction Engineers
- Project Engineers
- Billing Engineers
- Quality Control Engineers
- Planning Engineers
- Safety Engineer

It may please be noted that the contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any one /all the above key personnel the Contractor must submit the CV of the new personnel (having similar qualification and experience) to EIC for their approval.

A list of all technical and key personal staffs must be submitted to the EIC with their area of work /responsibility with verified signature and the link persons to receive the instruction at site (in case the main person was not found at site) during the inspection by representative of client. If any staff of contractor was found not sufficient suitable capability to execute the assigned work for the project must he replaced by the contractor.

(c) Contractor's Employees

The Contractor shall provide and employ, after approval from the EIC on the site in connection with the execution, completion of works and remedying any defects therein all Engineering staff / technical assistants are qualified, skilled and experienced in their respective trades, foremen and leading hands as are component to give proper supervision, ensuring quality & output to the work they are required to supervise, and also such skilled, semi-skilled and un skilled labour as are necessary for the proper and timely execution, completion of work and remedying and defects in the works No child labour shall be employed on the work. All the skilled semi-skilled and unskilled labour shall work under the sole guidance of the contractor's senior representative.

(d) Removal of Contractor's Employees

The Contractor shall on the direction of the EIC immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Engineer-in-Charge be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the EIC.

(e) Unauthorized Persons

No Unauthorized persons are allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing. However, the Contractor will make sure to provide free access at any time for EIC to the site and other working places.

14. Compliance with Statues, Regulations, Etc.

The contractor shall conform to provisions of any statue ,ordinance, law, act of the legislature relating to the works, and to the regulations an by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the Client indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The Contractor shall before be making any variations from the drawings or specification that may s that may be necessitated by so regulations, give to the EIC written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The Contractor will not execute any work without written permission from the EE.

The contractor shall bring to the attention of the EIC all notices required for execution by the said acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the EE.

15. Quality of Materials, Workmanship and Test

- (a) All materials and Workmanship shall be the best of the respective kinds described in the Contract and in accordance with the EIC's Instructions and shall be subjected from time to time to such tests as the EIC may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory, The source of supply and /or manufacturing within/out site India may be inspected by the Client/any representative as nominated by the client. The expenditure on this account is deemed to be included in the rate quoted.

The contractor shall upon the instruction of the EIC's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirements stated above. The EIC may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing and-material or part of work before incorporation in the works for testing as may be selected and required by the EIC.

Client may carry out Third Party Quality Assurance/Audit by an independent agency/individual/firm/institute at-any time. The agency will be permitted and offered all support related to site inspection by the contractor. Suggestions therein will be carried out without any extra cost.

(b) Samples

- (i) All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the contractor without any extra charge Contractor shall submit Samples to the EIC for approval. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided instead to the satisfaction of the EIC. Each Sample will be identified clearly as to material, Supplier. pertinent data such as catalogue numbers and the use for which intended and otherwise as EIC may require to review the submittals for the limited purposes required by paragraph (d) below. The numbers of each Sample to be submitted will be as specified in the Specifications, or as shall be specified by the EIC/DC. The sample, room will be made and maintained with all the samples approved till the end of warranty period /defect liability period.

(ii) Submittal Procedures

- (aa) Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use-fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work and All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of constructions and safety precautions and programs incident thereto.
- (ab) Each submittal will bear in specific written indication that Contractor has satisfied Contractor's obligation under the Contract Documents, with respect to Contractor's review and approval of that submittal.
- (ac) At the time of each submission, contractor shall give EIC specific written notice of such variations if any that the sample submitted may have from the requirements of the contract document, such notice to be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation.
- iii) Review and Approval: Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the complete project functioning as a whole as indicated by the contract documents, drawings.
- iv) Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by EIC and shall

submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by EIC on previous submittals.

- (v) Above referred review and approval Samples shall not relieve Contractor from responsibility for any variation from the requirements of the contract Document unless Contractor has in writing called EIC attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval ; nor will any approval by EIC relieve Contractor from responsibility for complying with the requirements of contract.
- (vi) Only when the samples are approved in writing by the Client / EIC, the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Client / EIC for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection/comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.
- (vii) For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.
- (viii) The EIC shall communicate his comments/approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay in the approval of the materials/equipment's etc., shall be to the account of the contractor. In this respect the decision of the EIC shall be the final.
- ix) On delivery of the supplies of materials /equipments for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the EIC and compared with the approved samples and his specific obtained before using the same in the work.
- x) Approving authority of sample: Sample of items costing up to Rupees five lacs will be approved by EIC and incase the total cost of items is more than Rupees five lacs, EIC will recommend and final approval will rest with client.

(c) Cost of Tests

The cost of making any test shall be borne by the Contractor as intended by or provided for the contract or as found necessary by the EIC for ascertaining whether the quality of materials intended to be used by the Contractor in the Works is acceptable, whether any finished or partially finished work is appropriate for the purposes which it was intended to fulfill.

(d) Standards and codes

The Contractor shall at his own cost provide one set of approved standards and codes to which the proposed materials, items & works to be executed shall conform. Such a set shall be handed over to client and EIC for ready reference. All materials, items and works, when submitted for approval shall have reference of Tender Specifications and drawings and of clauses of relevant standard codes for acceptance criteria.

(e) Testing facilities

The Contractor shall at his own cost provide testing facilities as per CPWD scale and IS codes at site as stipulated in the CPWD Works manual/as per Contract document or as directed by the EIC.

In case certain tests are to be carried out in approved outside laboratory, as stipulated in the contract document/as directed by the EIC, the Contractor shall bear entire cost including samples, taking samples, testing, reports etc.

17. Absence of Specifications

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intentions to include, which is referred, all such materials and works

shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall In pursuance of clause 2 hereof, so request in writing well in advance to commencement of the particular work to the EE who will issue such detailed information within a reasonable time.

18. Obtaining Information's related to Execution of work

No claim by the Contractor for additional payment will be entertained which in consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

19. Access for inspection

Persons nominated by client/EE and their respective representatives shall at all reasonable times have free access to work and/or to be workshops, factories or other places where materials are lying or form which they are being obtained and the Contractor shall extend necessary service to Client and EE and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

20. Examination of Work before covering up

(a) No part of the works shall be covered up or put out of view without the written approval of the EE and the contractor shall afford full opportunity for the EIC to examine and measure any work which is about to be covered up or put out of view and to examine before permanent work is place thereon. The contractor shall give due notice to the OC whenever any such work is or ready or about to be ready for examination and the EE shall, without unreasonable delay, unless he considers it necessary and advises the contractor accordingly, attend for purpose of examining and measuring such work or examining such work.

(b) Uncovering and making opening

The contractor shall uncover any part or parts of the works or make openings in or through the same as the EIC may from time to time direct and shall reinstate to make good such part or parts to the satisfaction of the EIC. No extra payment will be paid for this.

21. Assignment

The contractor shall not, without the prior consent of the EIC assign the contractor or any part thereof, or any benefit or interest therein or there under, otherwise than by:

- A change in favour of the contractor's bankers of any moneys due or to become due under the Contract, or
- Assignment to the Contractor's insurers (in case where the insurers have discharged the Contractor's loss or liability) of the contractor's right to obtain relief against any other party liable.

The contractor shall not sub-contract the whole of the Works. The contractor shall not subcontract any part of the Works without the prior consent of the EIC and Client, except where otherwise provided by the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the act, default or neglect of the Contractor, his agent, servants or workmen. Such Permission may be granted only for the super specialized work etc. and the decision of Client shall be final.

22 Claims

The Contractor shall send to the EE once in a every month an account giving particulars as complete and fully detailed as required of all claims for any additional payments, to which the contractor may consider himself entitled and of all extra or additional/substituted work ordered by the EIC which he has executed during the preceding month subject of provision under relevant clauses of contract hereof.

23 Variations

(a) The EE with the prior approval of the Competent Authority in determining revised quantity, form or quality shall make and variation in the form, quality or quantity of the works or any parts thereof that may necessary and for that purpose or if for any other reason it shall, in his opinion be desirable, ha shall with the prior approval of the Client order the contractor to do and the contractor shall do any of the following:

- i) Increase or decrease the quantity of any work included in contract
- ii) Omit any such work.
- iii) Change the character or quality or kind of any such work.
- iv) Change the levels, lines, position and dimensions of any part of the works.
- v) Execute additional work of any kind necessary for the completion of the works.
- vi) Change any specified sequence or timing of construction of any part of the work.

No such variation shall in any way vitiate or invalidate the contract, but the cost, if any, of all such variations shall be taken in account for payment to the contractor as an addition or adjustment to the amount of contract sum. Provided that where the issue of instruction to vary the works is necessitated by some default or breach by the contractor or for which he is responsible, any additional cost attributable to such default or breach shall be borne by the contractor.

(b) Order for variation to be in writing

The contractor shall make no such variations without an order in writing by the EIC with prior approval of the Client, provided that no order in writing shall be required for increase up to 02% or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the schedule of items.

24 Valuation of variation (extra/additional/omitted items)

(a) All extra or additional items of work done or work omitted by order of the EIC with prior approval of the Client shall be priced at the rates of items of similar nature in the contract.

In the absence of any such items of similar nature in the contract the items shall be priced as per the following.

- i) The applicable rates of similar items in DSR 2014 and amended up to date of issue of NIT.
- ii) In absence of such items in DSR 2014 Schedule of rates the rates shall be derived on the basis of rate analysis as per CPWD Procedure

(b) For the items for which the rates are to be derived as per sub-clause above of the following shall be applicable:

- i) Contractor shall submit rate analysis prepared with all supporting documents.
- ii) The EIC shall review the same and either recommend to the Client for approval or ask the contractor to revise the errors in rate analysis or incompleteness in terms of supporting documents etc., and re- submit for review.
- iii) On receiving recommendations from the EIC, the Client shall take final decision regarding derived rate. The decision in respect of the rate shall be notified to the contractor by the EIC within 30 days for submission /resubmission which shall be final and binding to the contractor.
- iv) On receipt of the decision of the EIC the contractor shall carry out such items of works.

(c) Claims

The contractor shall send to the EIC once in every month an account giving particulars as complete and fully detailed as required of all claims for any additional payments, to which the contractor may consider himself entitled and of all extra or additional /substituted work ordered by the EIC which he has executed during the preceding month subject or provisions under relevant clauses of contract hereof,

(d) Inspection & Testing during manufacture

The EIC shall be entitled during manufacture to inspect, examine and test on the contractor's premises during working hours the materials' and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the contract, and if part of the said materials is being manufactured on other premises the contractor shall obtain for the EIC permission to inspect, examine and test as if the said plant were being manufactured on the contractors premises. Such inspection, examination or testing if made shall not relieve the contractor from any obligation under the contract.

(e) Dates for Inspection & Testing

The contractor shall agree with the EIC the date and the place at which any plant/works will be ready for testing as provided in the contract and unless the EIC shall attend at the place so named on the date agreed the contractor may proceed with the test in presence of the EIC or his authorized representative and shall forthwith forward to the EIC duly certified copies of the test readings. The EIC shall give the contractor 24 hours' notice in writing of his intention to attend the tests.

(f) Facilities for Testing at Manufacturer's Works

Where the contract provides for tests on the premises of the contractor of any sub- contractor shall provide such assistance, labour , materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

(g) Certificate of Testing

As and when fabrication materials shall pass the tests referred in this clause, the EIC shall furnish to the Contractor a certificate in is to that effect.

(h) Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion the EIC shall decide that such material is defective or not in accordance with the contract he shall notify the contractor accordingly stating in writing his objection and reasons thereof. The contractor shall with all speed make good the defect or ensures that the material complies with the Contract. Thereafter, if required by the EIC the tests shall be repeated under the same terms and conditions till satisfactory results are made available.

(i) Delivery of Materials and Equipment

Unless the EIC shall otherwise direct, no material shall be brought to the site

The contractor shall be responsible for the reception on site of all materials and contractor's equipment brought at site for the purposes of the contract.

(j) Inspection & Testing and Re-inspection & Retesting

All deficiencies revealed by testing and inspection shall be rectified by the contractor at his own expense and to the satisfaction and approval of the EIC Rectified components shall be subject to re-testing and re-Inspection.

(k) Inspection Reports

The contractor shall provide the EIC with five copies of reports of all inspection and tests.

25. Virtual Completion Certificate

When the whole of the Works have been substantially and virtually completed and have satisfactorily passed any final test that may be prescribed by the Contract:-

- (a) The Contractor shall give a notice to that effect to the EIC accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by Contractor.
- (b) The EIC shall review whether the works are completed in such a condition so as to be put to its proper or other intended final use and /or occupied without any short comings and no major or minor items of works are remaining which in the opinion of the EIC will cause undue difficulties in satisfactory use/ occupation of the Works.

26. Defect after completion

(a) General

Any defect, shrinkage, settlement or other faults which any appear within the "Defects Liability Period" arising in the opinion of the Client from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Client/ Authorized representative of the owner of the Institute, and within such reasonable time as shall be specified therein, be amended and made good by the contractor, at his own cost and in case of default the Client may employ , and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be make good and borne by the contractor and such damage, loss and expenses shall be recoverable from the bills due or may be deducted from any money due to that may become due to the contractor, or they may in lieu of such amending and making good by the contractor deduct from any monies due to the contractor, a sum , to be determined by the Client no amount is available with the Client , the Client may recover from the dues of another government department.

(b) Execution of work of repair etc.

Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Client from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Clients representation and within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at his own cost.

(c) Cost of Execution of Work of Repair, Etc.

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Client, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

(d) Contractor's personnel to be at site

During the defects liability period the contractor shall retain at least one of his authorized representative at site along with required tradesmen.

27. Approval and acceptance

(a) Provisional Acceptance

The work shall be deemed to have been provisionally accepted after fulfillment of all the following by the Contractor.

- i) Submitting As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals in the form as directed by Obtaining Certificate of Co EIC to Engineer in Charge
- ii) Obtaining Certificate of Completion from the EIC
- iii) Obtaining approvals from the local authorities as required for occupation and use of the works and handing over such certificates to the Client if such items included in the duties or responsibilities of the Contractor by the contract. Contractor is required to take approval from respective authorities for his own work. However, for building permission etc. approval from local authorities will be done by the contractor.

(b) **Certificate of Final Completion**

The contract shall not be considered as completed until a Certificate of Final Completion shall have been issued by the Client/EIC stating that the Works have been completed to their satisfaction and remedying /rectifying of defects have been satisfactorily performed.

The Client shall give the Certificate for Final Completion:

- Twenty-eight days after the expiration of the Defects Liability Period
OR
- If different Defect Liability Periods shall become applicable to different sections or parts of the Works. the expiration of the latest of such period
OR
- As soon thereafter as any works ordered during such period shall have been completed to the satisfaction of the Client.

Provided always that the issue of the Certificate of Final Completion shall be a condition precedent to payment or return to the Contractor the security deposit and/or Performance security in accordance with the conditions set out in the contract.

28. Works by Other Agencies

The client and EIC reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the contractor shall allow the reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

29. 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.

30. Dues not paid by the Contractor

The contractor shall pay all dues or fees to Statutory authorities and Electric and Water supply authorities etc., within due period and indemnify the Client and the EIC from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not paid by him/and or claims for compensations or penalties etc. are raised by the Statutory authorities, the Client may deposit the required amount for any or all of the above and recover or deduct the same from any money payable to the contractor by the Client or any other means available to the Client such as bank guarantee.

31. Billing & Certification

Contractor shall submit monthly running bills in approved format as per CPWD for executed works and materials for which secured advance is desired along with required details and measurements as directed by the EE. The Contractor shall submit Monthly progress Report in triplicate in approved format and containing required number of indexed coloured progress photographs. Failure to submit reports may result in holding up of payment Certificate.

The bills along with the Measurement sheets shall be checked/ verified by the EIC. Certificate of Payment shall be prepared and certified by the EIC on the basis of the checked/verified bills and Measurement sheets. The EIC shall send the certificate of payment recommending for payment to the Client.

Only the quantities of work executed, which correspond to the full description stated in the Bills of Quantities, shall be considered for payment. No part —rated items of work will be considered for payment in the bills.

32. Term of Payment

Payment for works: -

The contractor shall be paid monthly on the submission by the EIC and after the approval of EIC, such sum or price of the works executed up to the end of the previous month after adjusting payments made in earlier bills and recovery of all advances and retention money ad recoveries as per the Contract. No interim payment is permitted.

33. Urgent Repairs

If by reason of any accident, or failure, or other event occurring to or in connection with the works, or any part thereof, either during the execution of the works, or during period of Defects Liability any remedial or other work or repair, shall, in the opinion of the Client be urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work or repair, the Client may employ and pay other persons to carry out such work or repair as the case may be and Client may consider necessary. If the work or repair so done by the other agency is the work which, in the opinion of the EIC the Contractor was liable to do at his own expense under the Contract, all expenses incurred by Other agency in so doing shall be recoverable from the Contractor by the Client, or may be deducted by the Client from any monies due which may become due to Contractor.

34. Plant Temporary Works & Materials

(a) Plant, etc. Exclusive use for the Works

All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove

the same or any part thereof except for the purpose of moving it from one part of the Site to another, without the consent, in writing of the EIC, which shall not be unreasonably withheld.

(b) Removal of Plant etc.

Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor, within 10 days of obtaining the completion certificate.

35. Operations and Maintenance Manual

The Contractor shall also provide and submit to the CLIENT with two copies in a durable plastic case of the operating and Maintenance Instruction Manuals as may be applicable for the works. The arrangement of these manuals shall be as follows: -

SECTION A: Index

SECTION B: - Full set of Indexed Photographs showing all salient features of the Project.

SECTION C: - Description and details of materials, items and fittings and fixtures used for the project along with Catalogues & Addresses of the Suppliers.

SECTION D: - Planned maintenance instruction and dates for order replacements.

SECTION E: - List of recommended Spare parts of consumables.

SECTION F: - List of "As-Built" Drawings {related to Working/Shop drawings}.

Until the Record Drawings, prints, transparencies and manuals referred to above have been received and approved by the EIC and Contract shall not be considered as complete and payment of monies withheld until such drawings, etc. have been Submitted to and approved by the EIC and the cost of providing such records including proper submission thereof is deemed to be included in the Contract Sum quoted by Contractor.

36. Reports by Contractor

(a) The contractor shall maintain daily weather record. Daily maximum and minimum temperature and corresponding, humidity shall be recorded and charted. Rainy days shall be recorded when the rain lasting more than one hour hampers the work Any other inclemency in weather shall be recorded, the records shall be regularly show to the EIC and his signature obtained.

(b) The Contractor shall file daily category-wise labour report. The report shall indicate scheduled requirement against actual strength.

(c) The Contractor shall prepare Weekly Reports of planned and actual progress of work and subsequent week's scheduled work. These will also include material Procurement status. These reports shall be submitted to the EIC & shall be reviewed in weekly Co-ordination Meetings.

(d) The Contractor shall submit Monthly Progress Report as per format approved by P along with monthly bills.

(e) The Contractor as directed by the EIC shall prepare further Progress Charts and Schedules.

Every care has been made to include all the aspects/ terms and condition in these documents. However, during execution, any issue arises, which has not been included in these documents, norms/ rules & regulations/ terms & conditions as prevalent in CPWD shall be followed.

37. Miscellaneous

(a) Monthly Progress Photographs

The Contractor shall arrange at his own cost to maintain a progress record of the Works by taking postcard size colour photographs (preferably digitized photographs) minimum 6 Nos. or more per month or fortnight as directed by the EIC during the constructions stages and after completion and shall supply one set to the CLIENT and one set to the EIC at no extra cost. These photographs shall also be submitted as part of the contractors R.A. Bills. The Contractor will be required to submit monthly reports on the progress of his work as per the format approved by the EIC.

(b) Safety Regulations

Contractor shall be fully responsible for the safety of his Employees/ Visitors/ Contract Labour/Sub-Contractors Labour. The Contractors shall provide first-aid box readily available at site. The Contractors shall provide all safety measures as per labour safety rules applicable.

(c) Labour Laws

The Contractor shall strictly adhere to all labour laws prevailing in the region. The contractor shall make timely payment of wages of his labour and the wages paid to the labour shall be equal to or more than the minimum wage at the time of payment. The Contractor shall comply with all applicable labour legislation.

(d) By- Laws of Statutory Authorities

The Contractor and his labour shall not violate municipal/sanitation/health or any other byelaws.

(e) Tax Deduction at Source

Taxes and surcharge as applicable shall be deducted from the amount paid to the contractor towards the value of the work done. The amount so deducted at source shall be deposited into Government Treasury and a certificate thereof shall be issued to the Contractor.

(f) General Lighting and Securities

The Contractor shall, throughout the execution, completion and remedying of the defects, provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or recommended by the EIC or by any duly constituted authority for the protection, of the work or for the safety and convenience of the public or others.

(g) Definition of “and”, “or”, “and/or”

The terms “and”, “or”, “and/or” used in the content with description or enumeration of two or more items or components of work or documentation or anything similar shall mean as relevant and applicable to the text.

(h) Delay in starting the work

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, encroachment or in the case of clearance of works, on account of any delay in according sanction to estimate in issue of drawings, decisions etc. However, the extension of time shall be granted as per relevant conditions of contract.

(i) Technical Examination

The Client shall have the right to cause Audit and Technical Examination of the work and final bills of the contract including all supporting vouchers, abstracts, etc. to be made as per payment of the final bill and if as a result of such Audit and Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor 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 the CLIENT to recover the same from the security deposit or Performance Security of the contractor or from any dues payable to the contractor. 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 the amount of such under payment shall be duly paid. The work comes under the purview of CVC and as such all orders and instructions are applicable to this work.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the CLIENT shall be final payment on this account will be recovered from the contractor.

In the case of Technical Audit consequent on which there is a recovery from the contractor recovery should be made with orders of the accepting officer whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within the period of twelve months from the date of completion.

(j) Site instruction book

For the purpose of quick communication between EE and the Contractor or his representative, site instruction book shall be maintained at site as described below: Any communication, relating the works may be conveyed through records in the site instruction book. Such a communication from EE to the Contractor shall be deemed to have been adequately served in terms of the Contract. Such site instruction book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor and shall be made available to EIC and Client as and when demanded. Any instruction which EIC may like to issue to Contractor may be recovered by the EIC in site instruction book and two copies thereof taken by the EIC for his record.

(i) Signage

With prior approval of the Client, the Contractor shall provide at his own cost, a sign board at directed location of overall size 2 meters by 4 meters indicating name of the project and a three-D view of the project, as approved by the client. The signboard will be illuminated during night.

(ii) All shuttering material to be used at site will be new/just like new and only ply & steel plate will be allowed to be used as directed by EIC. Only steel prop will be used at site and no wooden ballietc will be permitted.

(iii) The contractor shall have adequate generators of required capacity as per site requirement as stand by arrangement.

(iv) The temporary connection for electric line and water line from local authorities shall be taken by the contractor who will bear the expenditures.

(v) Any dispute arising due to typing mistakes/**omissions** in the document the decision of the client will be final.

(vi) In case the contractor does not agree with any decision of the EIC he may express in writing to the Client within 7 days and the decision of Client shall be final and binding on the contractor.

(vii) Unless otherwise mentioned in the bill of quantity the measurement of works shall be done as per given specifications (as specified in Technical Specification of the Tender) and if the same is not given in the specification, the same shall be measured as per latest relevant BIS codes in force or CPWD Specifications. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured and paid on the basis of standard coefficients of sections as per BIS Codes of practice.

(viii) No idling charges or compensation shall be paid for idling of the contractor's labour, staff or P & M etc. on any ground or due to any reason whatsoever.

(ix) Contractor shall mobilize and employ sufficient resources for completion of all work as indicated in the agreed BAR CHART /Network. No addition payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by EIC.

(x) To ensure that the services under the scope of this contract are in accordance with the specifications, the contract shall adopt Quality Assurance Program to control such activities at the necessary points. The Contractor shall prepare and finalize such Quality Assurance Program within 15days from letter of intent EIC

shall also carryout quality audit and quality surveillane of systems and procedures of Contractor's quality control activities. A Quality assurance program of contractor shall generally cover the following:

- a) Procedure for selection and approval of material sources.
- b) The, frequency, sampling and procedure of test at site and laboratories.
- c) Work instruction for various stages of work.
- d) Formats for carrying out various tests.
- e) Checklist for Construction practices.

The instruction, approvals are given by the EE approvals are given by client, the same shall supersede the instruction of EIC. In all case decision of Client shall be final and binding for contractor.

(xi) The contractor shall co-operate with other agencies in the same project, compare plans, specifications and the time schedules and so arrange his work that there will no interference. The Contractor shall forward to the EIC all correspondences and drawings exchanged. Failure to check plans for conditions will render the Contractor responsible for bearing the cost of any subsequent change found necessary or damages done. However, the Contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works for the same project. The Client shall entertain no claim on this account.

(j)No escalation whatsoever will be applicable on above price due to any reason.

(k) The site for the work is available. The 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.

(l) The contractor shall take proper measures for safeguarding the existing installations before doing the work. Any damage to the existing installations during work shall be making good by the contractor without any extra cost.

(m) This is a time bound project/work any no time over run is acceptable. Only bidders who can deliver project in time only need to apply.

(n)AIIMS-Jodhpur, reserve the right to accept or reject any or all the bidders without assigning any reasons, no bidder shall have any cause of action or claim against the AIIMS-Jodhpur for rejection of his bids.

(o)Manufacturer Authorization: The bidder (if not original equipment manufacturer must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment. The bidder shall submit all necessary documents required for verification.

(p)Contingency charges will be @ 5% on the work.

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ADDITIONAL CONDITIONS OF CONTRACT

1. Technical data/detail & specifications if not tally, the same are to be clarified with the Client/Consultants
2. The client reserves the option to allot the work partly or totally to single or different Contractors. The Client also reserves the right to supply some of the material. The scope of work for such items will be limited to erection only.
3. The Client/Consultants reserve the right to call explanations from any bidder regarding the calculations/clarifications on any details. They may also visit the office of the bidder/various works carried out by him. The necessary cooperation in this regard is envisaged from the bidder.
4. The bill of quantities indicated in this tender is approximate & are liable to change at the discretion of the Client/Consultants.
5. The Contractor is responsible for the due & proper execution of all the works, terms & conditions stipulated under this contract. He must explain the designs & satisfy himself of the feasibility. The contract will be completely responsible for all kind of safety, security & structural stability at site & of the work executed as well as under execution. The responsibility of guarantying the inside conditions lies with the Contractor.
6. The Tenderers shall make no changes in the tender form or in the specification & schedule. The tenderers may however submit alternative proposals, in separate enclosures, indicating any variation whichever they feel is beneficial. Calculations, salient features, advantage, economics, layout shall back the same. Acceptance of the alternative proposal & rests will be the exclusive right of the Client & Consultants.
7. The EIC or his representatives shall have access to the workshop/manufacturing facilities of the successful Contractor so as to assure themselves of the quality of the material & workmanship.
8. The successful contractor shall submit a detailed bar chart within 2 days of award of work.
9. The measurement given in drawing is subject to verification at site. In case of any discrepancy, the same shall be brought to the notice of both, the engineer in charge & Consultants for the decision.
10. In order to complete the work, within the time limit of the tender, the contractor may have to work in more than one shift.
11. The contractor shall make their own arrangements for security of their materials/tools etc.
12. In case of not availability of specified materials in the market, the contractor may substitute by equivalent materials of same quality & technical properties, after duly approved by the Client/Consultants.
13. EIC reserve the right to split the items and scope of work before awarding the contract without assigning any reason thereof.
14. In case of any controversy, the decision of the Client/Consultants shall be final & binding on contractor.
15. Verbal instructions given the Client/Consultants, if any, will be confirmed in writing by the contractor within 07 days & before execution thereof.
16. At least one engineer, of the contractor, capable of understanding all the technical points & act accordingly, should be available on site all the time.
17. The contractor along with his technical staff should be present at site at the time of site – visit of the Consultants & whenever needed.

TECHNICAL SPECIFICATIONS: -

1. All the materials to be used shall be of the best quality confirming to relevant I.S. code & approved by the Consultants.

2. Glue shall be Fevicol / Vamicol or equivalent brand and approved product. All glue joint shall be pressed/till glue has dried thoroughly and confirming to IS 848.
3. All the hardware to be used will have to be approved from the Consultants.
4. Hardware fittings shall be from approved manufactures and shall be confirming to respective I.S. specifications.
5. Paint shall be Asian/ICI/Garware/Jenson & Nicolson or equivalent. The rates of items shall include the cost of primer, preparation of proper surface by sand papering, filling with required grade putty, two coats of paints and removing of stains on floors, walls, ceiling and other movable items.
6. The rates quoted for various items included in this tender shall be inclusive of the cost of necessary framework, scaffolding, lifting of material etc. As the work is proposed to be executed at various heights, no extra claim shall be entertained on account of execution of work at various heights. The measurement of items included in this work shall not be taken and paid separately for different floor levels and varying heights.
7. For Electrical part, Contractor must appoint authorized electrical sub – contractor & submit the name & documents of ability of sub – contractor along with the tender.
8. Contractor should submit wiring layout, panel layout & DB and panel diagrams along with tender.
9. **All the cables will be of FINOLEX / POLYCAB / HAVELLS RRRKABEL make only in case the make is not specified.**
10. The rates quoted are including the electrical points, wiring & panels required for drapery work.
11. End termination to all cables should be using flange type brass glands of suitable size, aluminium lungs and employing standards crimping method.
12. **All switchgears, ELCBs, MCBs, Switches, Holders etc. should be of standard & approved brands having ISO certificate L&T / LEGRAND / SCHNIDER / ABB / NORTHWEST make only.**
13. Supply of required power will be provided at main DB in control room by the client.
14. The contractor will arrange for testing & inspection (or certifying from appropriate authorities) of complete electrical work at his cost including materials from time to time to time during execution of work.
15. The work shall be carried out as per specifications. Any deviations from the Specifications, either on account of manufacturing or installation practices or for any other reasons, shall be clearly mentioned in the separate letter explaining in the detail each and every departure the contractor proposes to make from the tender specifications. Unless specifically mentioned it will be considered that the tenderer agrees to supply all equipment as specified. All the deviations shall be subject to the approval of the consultants.
16. The installation of various electrical/AV equipment and wiring shall be such as easily accessible for maintenance and routine check – ups.
17. The layout and installation of the equipment shall be carried out confirming the best engineering practices.
18. The contractor shall during the course of the installation associate with the owner nominated staff to familiarize with the system. The contractor shall agree to train the nominated staff for the operation and maintenance of the system.
19. Instructions plates, nameplates and labels shall be provided on the patch panels etc. and should be of such size that should be readable. All labels shall be made in English.
20. The contractor shall guarantee that all the equipment shall be free of defects and that equipment shall operate satisfactory and that the performance and efficiencies of the equipment shall not be less than the guaranteed values.
21. The warranty shall be on site & the warranty period shall not be less than 12 months from the date of completion & handover.

22. All the motors to be used are of CROMPTON GREAVES / SIEMENS/ ABB / KIRLOSKAR make only.
23. Any damage to any already executed work shall be making good by the contractor without any extra charge.
24. All the required electrical & civil works i.e. Foundation / platform for installations of equipments.
25. The hot water required for respective equipment will be make arranged by the contracto from the inlet water point provided at site.
26. The contractor will provide testing on working of all the installed equipments for a period of at least 30days.
27. The contract will provide a Plan of Installation of all the equipments.
28. Upon notification by AIIMS of a breakdown or failure of any equipment installed by them, the contractor shall send a technician within 12-14 hours to carry out necessary repairs in order to restore the equipment to satisfactory working condition. A normal material required for necessary repair / replace shall be replaced within 3days and major material shall be replaced within 7days. If any delay in above response, then a penalty @1% of contract amount shall be imposed on the contractor.
29. All the equipments will be consisting of necessary logging system.
30. All the equipments should consists of ISO, ICS, JAS-ANZ certification or equivalent and should be compile with Make in India concept.

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ANNEXURE 'A'
DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

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

Signature of Bidder(S) With Seal

ANNEXURE 'B'
DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING MARCH 2018

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 *	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Bidder(S) With Seal

ANNEXURE 'C'
FINANCIAL INFORMATION

I. **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).

S. No.	Descriptions	2015-16	2016-17	2017-18

(i) Gross Annual Turn Over.

(ii) Profit/Loss

II. Financial arrangements for carrying out the proposed work.

Signature of Bidder(S)With Seal

Signature of Chartered Accountant with Seal

ANNEXURE 'D'

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No:	
Mobile	
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.	
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 'E'

CERTIFICATE

(To be submitted on letter head of the company / firm)

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

I also certify that the above information is true and correct in every respect and in any case at a later date it is found that any details above are incorrect, any contract given to the above firm may be summarily terminated at any stage and the firm blacklisted.

I also certify that firm will ensure to provide good quality of work and abide all the terms & conditions stipulated in tender.

Date:
Place

Name
Business Address:
Signature of Bidder:
Seal of the bidder:

ANNEXURE 'F'
CERTIFICATE

(To be submitted on letter head of the company / firm)

MANUFACTURER'S OFFER FORM

No.

Dated:

To,
The Executive Engineer (Electrical)
AIIMS, Jodhpur
(Tender Inviting Authority)

Dear Sir,

Tender No :
Equipment Name :

1. We (name of OEM) declare that we are the original manufacturers of the above instrument having registered office at (full address with telephone number/fax number & email ID and website), and having factories at _____
2. No Company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above tender.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the instruments tendered within the stipulated time.

Date : (Name) for and on behalf of
Place: M/s _____

(Name of manufacturers)

Note: *This letter of authority should be on the letterhead of the manufacturing concern and signed by a person competent and having the power of attorney to bind the manufacturer.*

should be

AIIMS, Jodhpur: e-Tender Document for the Supply & Installation of **Laundry Machines**

ANNEXURE 'G'
CERTIFICATE

(To be submitted on letterhead of the company / firm)

MANUFACTURER'S OFFER FORM

(to be submitted by authorized dealers/representatives/importers)

No.

Dated:

To,

The Executive Engineer (Electrical)
AIIMS, Jodhpur
(Tender Inviting Authority)

Dear Sir,

Tender No :
Equipment Name:

1. We (name of OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s _____ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No Company or firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty/CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the instruments tendered within the stipulated time.

Date :

(Name) for and on behalf of

Place:

M/s _____
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

AIIMS, Jodhpur: e-Tender Document for the supply & installation of **Laundry Machines**

Annexure – ‘H’
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 Contractor(s)”) for the work _____ (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his 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. _____ (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)

Annexure – ‘I’

PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)

FORM OF 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 3 months from last date of receipt of tender

CHECK LIST

S. No.	Documents required	Compliance (to be ticked as attached)	Page No.
1.	Copy of Income Tax Return Acknowledgement for last Three years.	Yes / No	
2.	Copy of PAN Card.	Yes / No	
3.	Copy of GST Registration.	Yes / No	
4.	Certificate as per Annexure-I.	Yes / No	
5.	Certificate as per Annexure-II.	Yes / No	
6.	Certificate as per Annexure-III.	Yes / No	
7.	Duly Signed Tender document and their annexures.	Yes / No	
8.	Similar works Completion Certificates from Client Departments.	Yes / No	
9.	Each and every page of all the tender documents, annexures, corrigendum/addendum (if any) and their annexures should be duly seal & signed and scanned copy should be uploaded with technical bid.	Yes / No	

Signature of Bidder(S) with Seal

FINANCIAL BID
Schedule of Quantity

**Tender for Supply, Installation, Testing and Commissioning of Laundry equipments for
Hospital at AIIMS, Jodhpur (Second Call)**

Part – A

Sl. No	Details of items	Unit	Qty.	Rate in Rs. (per unit) (exclusive Taxes)	GST / Tax	Rate in Rs. (per unit) (inclusive Taxes)	Total Cost in Rs. (in figure)	Total Cost (in words)
A	B	C	D	E	F	G=ExF	H=GxD	I=H
1.	SLUICING CUM WASHER EXTRACTOR - Electrically Heated with power consumption combining water heaters, main drive motor, Front-loading. Heavy duty Material of construction - the outer body and inner and outer Basket completely in Stainless Steel 304; High Spin 600RPM or more with Auto reverse & forward rotation; PLC based front display complete with water level indicator, temperature, function & timer in digital format. Approx. 25-30kG capacity. Additional features to be read as-Self-lubricating machine, Microprocessor based, can take the solvent/chemical as and when required automatically, Self-aligned machine; Approx. 300 ltr. Water consumption per cycle ± 10%.	Each	01					
2.	WASHER – EXTRACTOR - Electrically Heated with Power consumption combining water heaters, main drive motor for 60 kg approx. 30-40kW/hr.; 30 kg approx. 18-20kW/hr., Front loading, Heavy duty material for fabrication - the outer body and inner and outer Basket completely in Stainless Steel 304; High Spin, Hard Mount or self-suspended / self-align. Variable, frequency drive, High Spin with Auto reverse							

	& forward rotation with 600RPM or more, PLC based front display complete with water level indicator, temperature, function & timer in digital format, can take the solvent/ chemical as and when required automatically; Self / manual aligned machine. Approx. 500-600 ltr (60 kg), 280-300 ltr (30 kg) water consumption in per cycle $\pm 10\%$. Capacity required -							
a.	60 Kgs	Each	02					
b.	30 Kgs	Each	02					
3.	DRYING TUMBLER/ MACHINE- Electrically heated with power consumption combining water heaters, main drive, Max drying heater, Main motors & Blower Motor should not exceed 80kW/hr. Heavy duty material for fabrication-outer body and inner & outer basket completely in Stainless Steel-304, Front - Loading, Microprocessor based, self-cooling, Auto-timed, Auto-reversible, Auto-Digital timer & temperature control display, Dual Motor drive, PLC based Front display complete with water level indicator, temperature, function & timer in digital format. Capacity required: 60 Kg	Each	03					
4.	FLAT WORK IRONER- Should have automatic clamp feeder with folding and stacking option, Roller size: Min. 450mm \varnothing x min. 3000mm length, should be a roller type with single roller, One station auto-feeding with electro-mechanical clamps for efficient quality feeding,. Should be microprocessor controlled, standard auto-ironing speed control system with stand-by and sleeping modes for optimum energy saving, versatile stacker for delivery of linen stack, rapid ironing of linen like bed-sheets, pillow cover/flat sheet etc. Folder should be a single length, which should be capable of	Each	02					

	folding 2primary & 3 secondary of linen. Folder width should match with size of ironer, having self-diagnostic system with safety parameters. Electronic control panel with auto-speed regulation, finger guard protection with start / stop emergency, belts – should be Nomex belts, ironing speed 8-10 meter or more per minute.							
5.	LAUNDRY SCRUB STATION - With 02-SS sinks, SS construction, for wash and rinse using hot and cold water, having SS scrubbing board between sinks with underneath shelf.	Each	01					
6.	VACUUM FINISHING TABLE WITH IRON - SS sheet; Silicon made heat resistant perforated flat top pads with high porosity; Main body made up of Stainless Steel/ Galvanized plates; Suction through Centrifugal blower thermostatically controlled; Stainless-steel heater, thermostatically controlled iron with Teflon shoe complete with moisture trap; Assumed electrical consumption 2-3 kW per hour may be operated through centralized boiler.	Each	02					
7.	BOILER/STEAM GENERATOR Boiler should be electrically operated; Having T - Type Tank for almost 100% dry steam; Suitable to with stand at high pressure; With error detection, auto cut-off , Microprocessor / PLC based with high temperature cut-off. Automatic safety feature in case of pressure exceeding the set pressure to cut off the steam generation min 5-7 safety requirement. One touch operational panel; Capacity approx. 30 kW, 40-50kg	Each	02					
8.	DRY CLEANING MACHINE - Heavy duty material for fabrication - the outer body and inner and outer Basket completely in Stainless Steel 304; Distillation unit , chiller & boiler should be inbuilt and	Each	02					

	pneumatically controlled with activated carbon absorption and automatic solvent transfer system with 3 tanks Capacity atleast 10-12kg; 99% of Chemical recovery rate; Microprocessor based with different setting of the programs							
9.	WASH ROOM TROLLEY - The washroom trolley shall be fabricated out of Stainless Steel tubes and flats in all welded construction ground smooth & finished, supported on swiveling wheels. Capacity -50kg	Each	06					
10.	SHELF TROLLEY (for Finished linen) The linen trolley shall be of SS, with SS tubes, bars, and foldable front, fitted with at least 4 Nos. SS shelves (with 2-shelves removable), base frame shall be supported on swiveling wheels. Capacity 70 Kg	Each	06					
11.	MOBILE TABLE - Folding table designed for carrying rolling and folding of linen in the laundry with MS frame and 01 bottom shelf for storage, Complete with heavy-duty ball bearing for swiveling wheels, of polished Stainless steel. Table top size 1200mm x 750mm	Each	02					
12.	SHELF FOR FINISHED GOODS With 4 shelves; Made of Mild Steel, Finished with Stoving paints Size- 1200mmx460mmx180mm	Each	06					
13.	ELECTRIC DISTRIBUTION PANEL Complete in all respect along with all required switchgears, wiring, controller etc. suitable for electrical load carried by laundry machines offered for distribution of power supply to various load points in the Laundry Room from single point power supply.	L.S.	01					
Total Amount in figure (Inclusive of all taxes and other charges) Total (A)								
Total Amount in words (Inclusive of all taxes and other charges) (A)								

<u>Part – B - Comprehensive Annual Maintenance Contract -</u>					
Sl. No.	Name of equipment	Qty. Rqd.	Unit cost (exclusive Taxes)	Total amount (In figure)	Total amount (In Words)
1	Comprehensive annual maintenance charges for 1st Year after warranty. Comprehensive maintenance includes all required manpower (labour & supervisor), spares (consumables also), necessary repair, replacement etc. for 24hrs.x365days. All manpower engaged will be duly qualified / experienced to the satisfaction of E.I.C.	1 each			
2	Annual maintenance charges for 2nd Year after warranty. Comprehensive maintenance includes all required manpower (labour & supervisor), spares (consumables also), necessary repair, replacement etc. for 24hrs.x365days. All manpower engaged will be duly qualified / experienced to the satisfaction of E.I.C.	1 each			
3	Annual maintenance charges for 3rd Year after warranty. Comprehensive maintenance includes all required manpower (labour & supervisor), spares (consumables also), necessary repair, replacement etc. for 24hrs.x365days. All manpower engaged will be duly qualified / experienced to the satisfaction of E.I.C.	1 each			
4	Annual maintenance charges for 4th Year after warranty. Comprehensive maintenance includes all required manpower (labour & supervisor), spares (consumables also), necessary repair, replacement etc. for 24hrs.x365days. All manpower engaged will be duly qualified / experienced to the satisfaction of E.I.C.	1 each			
Total Amount in figure (Inclusive of all taxes and other charges) for Comprehensive AMC Total 'B'					
Total Amount in Word (Inclusive of all taxes and other charges) for Comprehensive AMC Total 'B'					
Grand Total Amount in figure (Inclusive of all taxes and other charges) (A+B)					
Grand Total Amount in words (Inclusive of all taxes and other charges) (A+B)					

Note:

- L1 will be decided on composite basis i.e. Grand Total (A+B).**
- I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
- No other charges would be payable by the Institute.
- Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
- Contractor has to bring samples as per above preferred brands only and Engineer-in-Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.
- In case of non-availability of material of approved make, prior approval from Engineer-in-charge shall be obtained for other make.

Date:
Place:

Name :
Business Address:
Signature of Bidder:
Seal of the Bidder: