

Tender for Renovation of Toilet, Internal Painting of Rooms and Electrical Works in SR & PG Hostel at AIIMS- Jodhpur.

N.I.T. No.	AIIMS-JDH/EE/2023-24/15
NIT Issue Date	15 th February, 2024
Pre-bid meeting	22 st February, 2024 at 03:00 PM
Last Date of Online Submission of tender	29 th February, 2024 upto 03:00 PM
Technical Bid Opening	1 st March, 2024

Tender Document may be downloaded from following websites
www.aiimsjodhpur.edu.in, <http://eprocure.gov.in>, tenders.gov.in



All India Institute of Medical Sciences, Jodhpur
Basni Phase – II, Jodhpur – 342005, Rajasthan
Telephone: 0291- 2740741, Ext. No. 3184 Email: se@aiimsjodhpur.edu.in
Website: www.aiimsjodhpur.edu.in

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Executive Engineer (Civil)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Renovation of Toilets and Internal Painting of Rooms and Electrical Works in SR & PG Hostel at AIIMS Jodhpur
2.	Tender No.	AIIMS-JDH/EE/2023-24/15
3.	Time Allowed	12 Months
4.	Estimated Cost	₹. 3,85,16,499/-
5.	EMD Amount	₹. 8,00,000/-
6.	Tender documents	Download from following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in
7.	Pre-bid meeting	22 nd February, 2023 on 03:00 PM at Conference room, Medical College, Ground floor, AIIMS- Jodhpur
8.	Last date and time of online submission of tender	29 th February upto 03:00 PM
9.	Date of online technical bid opening	01 st March

❖ Bidders may please read carefully the notes given with the tender Notice.

Executive Engineer (Civil)
AIIMS, Jodhpur

NOTICE INVITING TENDER

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of the Ministry of Health & Family Welfare, Government of India, invites **Percentage rate based** Online bids in two bid system from eligible and enlisted contractors of appropriate class & category of CPWD/MES/Railways/PWD(Raj.)/BRO/PHED(Raj.)/OR any PSU under Central or State Government Organization in appropriate class

Instructions for the Bidder/the service provider: -

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

The contractor who fulfils the following requirements shall be eligible to apply, Joint ventures are not accepted:

Three similar works each of value not less than 40% of the estimated cost put to Tender or Two similar works each of value not less than 60% of the estimated cost put to Tender or One similar works each of value not less than 80% of the estimated cost put to Tender within last 07 years **up to December-2023.**

Note: Completion certificate to be attached

Definition of Similar Work: "Building Renovation/Construction work of Civil work and electrical work"
- 5. Performance Guarantee: 5% of the contract value as per GCC-2023 is required to be submitted within 07 days from the date of issue of award of work.**
- 6. Security Deposit: An amount equal to 2.5 % of contract as per GCC - 2023 value of the work will be deducted with each running bill as well as final bill and will be retained till completion of defect liability period i.e. One Year defect liability period which starts from date of finish of work. Security Deposit shall be refunded after completion of defect liability period and all other contractual obligations and on the issuance of completion certificate from Officer-In-Charge**
- 7. Turnover: Average annual financial turnover should be at least **50%** of the estimated cost during the immediate last **3 Consecutive Financial Years** i.e., 2022-23, 2021-22, 2020-21**
- 8. Solvency Certificate: Solvency of the amount equal to **40%** of the estimated cost of the work by any scheduled nationalized bank only**

9. Earnest Money Deposit:

- a. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 8,00,000/- (Rupees Eight Lakh Only)** by way of demand draft of scheduled bank or Bank Guarantee only. The Demand Drafts or Bank Guarantee shall be drawn in favor of “**All India Institute of Medical Sciences, Jodhpur**”.
- b. The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date & time of Bid Submission as mentioned above. The bid without EMD will be summarily rejected. **The Xerox copy of EMD must be scanned and uploaded along with the technical bid documents.**
- c. Bidder will not be permitted to withdraw his offer or modify the terms & conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- d. **Exemption:** The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are **exempted to submit only EMD (Copy of registration must be provide along with technical bid)** other conditions will remain same as per other tender conditions/ **No other relaxation shall be allowed.**
- e. **Refund/return:** The EMD of the unsuccessful bidder(s) will be returned after the finalization of the tender. The EMD of the successful bidder shall be returned after his submission of Performance guarantee. No interest will be payable by AIIMS, Jodhpur on the EMD.

10. **Submission of Tender:** The tender shall be submitted online only in two parts, viz. Technical Bid and Financial Bid on CPP portal. The Tender Acceptance Certificate must be signed and submitted along with the documents before uploading.

11. Tender documents:**I. Technical Bid:**

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

- a) Copy of registration from CPWD/MES/Railways/PWD(Raj.)/BRO/PHED(Raj.)/OR any PSU under Central or State Government Organization in appropriate class
- b) Copy of completion Certificated issued by respective client for qualified similar work (Ref. para 4 Criteria of eligibility)
- c) Copy of Income Tax Return Acknowledgement for last three consecutive financial years i.e 2022-23, 2021-22, 2020-21 and Assessment Year of as 2023-24,2022-23,2021-22
- d) Certificate of Financial Turnover: At the time of submission of bid contractor should upload Certificate from CA mentioning the Financial Turnover of last 3 consecutive financial years 2022-23, 2021-22, 2020-21
- e) Solvency Certificate as per Sl no.8
- f) Copy of PAN Card.
- g) Copy of GST Registration.
- h) Certificates as per Annexure-I to VI.

Note: Bidder should ensure to upload all above required documents before submission of technical bid.

II. Financial Bid

- a) Price bid Form [As per BoQ] – Price must be quoted as per format specified; failing which tender shall be summarily rejected.

- 12.** Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
- 13.** This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: - The Notice Inviting bid, all the documents including conditions, specifications if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- 14.** Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
- 15.** 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/points and in what manner they are to be commenced, and from time to time carried on.
- 16.** On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
- 17.** All malba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/hostels and other open spaces whatsoever shall be disposed-off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said malba (approx. 4.5 cubic metres), the same shall be disposed-off by the contractor to the authorized municipal dhalao/ dumping ground and nothing extra shall be paid on this account. In case of non- removal/disposal in the specified period, a Compensation of Rs. 1000/- (Rupees One Thousand only) per day shall be recovered from the contractor.
- 18.** The contractor will not pitch up tents for laborers, materials and his stores, etc.
- 19.** Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.
- 20.** The contractor shall clear the site properly after the completion of the work.

21. All T&P, Scaffoldings, Instruments/Meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
22. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department.
23. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
24. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.
25. **Breach of Terms and Conditions:** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or in Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the EMD shall also stands forfeited.
26. In the case of discrepancy between the schedule of quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -
 - i. Description of schedule of quantities
 - ii. Additional specifications and special conditions, if any.
 - iii. Contract clauses of General conditions of contract for Central P.W.D. works.
 - iv. CPWD specifications.
 - v. Architectural drawings.
 - vi. Indian standards specifications/BIS.
 - vii. Sound engineering practice.Any reference made to any Indian standards specifications in these documents shall imply the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to the last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

Executive Engineer (C)
AIIMS, Jodhpur.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR

NIT NO: AIIMS-JDH/SE/2023-24/015

Percentage Rate Bid for works: Renovation of Toilets and Internal Painting of Rooms and Electrical Works in SR & PG Hostel at AIIMS Jodhpur

I/We have read and examined the notice inviting tender, Annexure-I to VI, specifications applicable, General rules and directions, General Conditions for Supply of Material, Additional Conditions, Schedule of Quantity 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 in accordance and in all respects with the specifications and instructions in writing referred to Rules & Directions with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable. We agree to keep the tender open for from the due date of its opening of technical bid and not to make any modification in its terms and conditions. A sum of Rs. 8,00,000/- is hereby forwarded in Demand Draft of a scheduled bank /Bank Guarantee issued by a scheduled bank as earnest money payable at Jodhpur. A copy of earnest money in receipt 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 Executive Director, AIIMS, Jodhpur or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Executive Director, AIIMS, Jodhpur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in all the conditions of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/ We shall be debarred for tendering in AIIMS, Jodhpur in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor:

Address:

GENERAL CONDITIONS OF CONTRACT

CLAUSE 1

Performance Guarantee / Security Deposit

- (i) The contractor shall submit an irrevocable **Performance Guarantee of 5 %** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for its proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in this document 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 performa of schedule 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 Performance Guarantee by any scheduled bank 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 minimum 180 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.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Executive Director, AIIMS, Jodhpur 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 **Executive Director, AIIMS Jodhpur** 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 Executive Director, AIIMS- Jodhpur.

CLAUSE 1A

Return of security deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 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 there from, 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 “**All India Institute of Medical Sciences, Jodhpur**”, 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

CLAUSE 2

Compensation for delay

If the contractor fails to maintain the required progress in terms of Milestone or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in performa of schedule (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation for delay of work @ 1.5 % per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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. 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.

CLAUSE 3

When Contract can be Determined: -

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
 - (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
 - (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
 - (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
 - (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for
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doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

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

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the reasons of failure. In such eventuality, the decision for refund of Performance Guarantee shall be of the Executive Director, AIIMS- Jodhpur which will be final & binding on the contractor.

CLAUSE-4**Contractor Liable to pay compensation even if action not taken under CLAUSE-3: -**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5**Time and Extension for Delay: -**

The time allowed for execution of the Works as specified in the performa of schedule 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 performa of schedule or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

- 5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete the work as per mile stones given in performa of schedule.

CLAUSE 6**Measurements of Work Done: -**

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

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor

objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

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.

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

Payment-

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the authorized representative of Engineer-In-charge to the effect that the work has been completed. No payment shall be made for work, estimated to cost Rs. Twenty 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. Twenty lacs 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 payment shall be made on the basis of running payment mode i.e. Monthly Running Account Bills to the main contractor. The contractor will claim / submit the RA-Bill on monthly basis only except the final bill which shall be submitted according to the subsequent Clause-9 **(Payment of final bill)** of GCC.

CLAUSE 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus

materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

CLAUSE 9

Payment of final bill

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

CLAUSE 10

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if required by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-In-Charge or his authorized representative(s) shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the

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

CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

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

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

CLAUSE 12

Deviation/Variations Extent and Pricing

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

The 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.

A. For Project and original works:

B. In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

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

Deviation, Substituted Items, Pricing

A. For Project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

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

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

Deviation, Deviated Quantities, Pricing

A. For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in performa of schedule, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

A. For Project and original works:

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in performa of schedule, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing. Tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

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

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

(i) 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.

Clause 14

Carrying out part work at risk & cost of contractor

If contractor:

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 Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

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

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

his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

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

CLAUSE 15

Suspension of Work

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

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

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

- (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.

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

CLAUSE 16

Action in case work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, his authorized subordinates in charge of the work and all the superior officers of the Institute 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.

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 Performa of schedule may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17**Contractor liable for damages, defects during defect liability Period**

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

CLAUSE 18**Contractor to supply tools & plants etc.**

The contractor shall provide at his own cost all materials, machinery, tools & plants required. 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 portion thereof.

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

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

course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

CLAUSE 23

Changes in firm's constitution to be intimated

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

CLAUSE 25

Settlement of disputes & arbitration

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

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

If the Engineer-in-Charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-Charge, the contractor may, within 15 days of the receipt of Engineer-in-Charge decision, appeal to the Executive Director AIIMS, Jodhpur who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Executive Director AIIMS, Jodhpur shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Executive Director AIIMS, Jodhpur the contractor may within 30 days from the receipt of the Executive Director AIIMS, Jodhpur decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Executive Director AIIMS, Jodhpur .The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the

receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in performa of schedule. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

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

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

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

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

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

CLAUSE 26**Contractor to indemnify govt. against patent rights**

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

CLAUSE 27**Action where no specifications are specified**

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

CLAUSE 28**Withholding and lien in respect of sum due from contractor**

- (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 Engineering- Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a

partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise

- (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

CLAUSE 29

Lien in respect of claims in other contracts

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

CLAUSE 30

Levy/Taxes payable by contractor

GST shall be paid to the contractor on actual basis after submission of GST invoice. Any other taxes or duties shall be borne by the contractor only and it will not be entertained by AIIMS-Jodhpur.

CLAUSE 31

Termination of contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-In-charge on behalf of the Executive Director, AIIMS, Jodhpur shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 32

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

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

the contractor is registered in any other department, he shall be debarred from tendering in AIIMS, Jodhpur for any breach of this condition.

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

CLAUSE 33

No gazetted engineer to work as contractor within one year of retirement

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

CLAUSE 34

Return of material and recovery for excess material issued.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified. 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 performa of schedule, 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 performa of schedule, shall be final & binding on the contractor.

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 35

Compensation during warlike / lockdown situations

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

for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

CLAUSE 36

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount

CLAUSE 37

Miscellaneous

- a) Safety regulations: Contractor shall be fully responsible for the safety of his Employees/ Visitors/ Contract Labour/Sub- Contractors Labour.
- b) 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.
- c) By-Laws of Statutory Authorities: The Contractor and his labour shall not violate municipal/sanitation/health or any other byelaws.
- d) 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 Engineer-In-Charge or by any duly constituted authority for the protection, of the work or for the safety and convenience of the public or others.
- e) 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.
- f) 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 Engineer-In-Charge all correspondences and drawings exchanged.
- g) However, the Contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works for the same project. AIIMS-Jodhpur shall entertain no claim on this account.
- h) The Executive Director, 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.

Executive Engineer (Civil)
AIIMS, Jodhpur.

PROFORMA OF SCHEDULES

(Refer standard clauses of contract of CPWD)

SCHEDULE 'A'

Schedule of quantities (Enclosed)

SCHEDULE 'C'

As per the directions of Engineer-in-Charge.

SCHEDULE 'E'

Reference to General Conditions of contract **CPWD-GCC 2023 (amended up to date)**

Name of Work: Renovation of Toilets and Internal Painting of Rooms and Electrical Works in SR & PG Hostel at AIIMS Jodhpur

- | | | |
|----------------------------------|---|--------------------------|
| i. Estimated cost of work | : | ₹. 3,85,16,499/- |
| ii. Earnest Money | : | ₹. 8,00,000/- |
| iii. Performance Guarantee | : | 5.0% of tendered value. |
| iv. Security deposit | : | 2.5 % of tendered value. |

SCHEDULE 'F'

General Rules & Directions

Officer inviting tender

Executive Engineer, AIIMS Jodhpur

Definitions:

- | | | |
|---------------------------------|--|---|
| i. Engineer-in-Charge | | Executive Engineer, AIIMS Jodhpur |
| ii. Tender Accepting Authority | | Executive Director, AIIMS- Jodhpur |
| iii. Standard Schedule of Rates | | <i>DSR-2023 and prevailing market rates</i> |
| iv. Standard CPWD contract Form | | GCC 2023, CPWD form 7 as modified & corrected up to date |
| v. Department | | <u>AIIMS Jodhpur</u> |

Clause 1

- (i) Time allowed for submission of Performance Guarantee 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

Superintending Engineer, AIIMS Jodhpur**Clause 2A**

Whether Clause 2A shall applicable

NA

Clause 5

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

NA

Authority to Decide:**(i) Extension of time:**

a) **Executive Engineer (Civil), AIIMS- Jodhpur (Engineer- in- Charge)**

(Within stipulated Date of Completion)

b) Executive Director, AIIMS- Jodhpur

(Beyond stipulated Date of Completion)

Clause 11

Specification to be followed for execution of work

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

Clause 12

Deviation limit beyond which deviation / Variation clauses shall apply for work

.....1.5 times of tendered value.....

Clause 18

List of mandatory machinery tools & plants to be directions 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 (Civil)
AIIMS, Jodhpur**

PARTICULAR SPECIFICATIONS AND SPECIAL CONDITIONS**1. GENERAL:**

1.1 Wherever any reference to any Indian Standard Specifications of BIS occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.

1.2 The contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a programme of the work within 15 days from the stipulated date of start of the work.

1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.

1.4 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.

1.5 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.

1.6 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.

1.7 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.

1.8 All the material related to the work execution shall be approved by Engineer-In-charge.

1.9 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.

1.10 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.

1.11 Only Stainless-Steel screws shall be used unless otherwise specified.

1.12 Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.

1.13 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.

1.14 Cement and steel for carrying out Civil Works will have to be procured by the Contractor. Materials shall be accompanied with Test certificates and connected dispatch documents for proof of source from approved manufacturer's works or stockyard. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials. All the construction materials should be approved by Engineer-in-charge before commencement of work.

2.0 SAFETY MEASURES AT CONSTRUCTION SITE:

In order to ensure safe construction, following shall be adhered for strict compliance by the contractor at the site:

- (i) The construction malba at site shall be regularly removed on daily basis.
- (ii) All field officials and the workers must be provided with safety helmets, safety shoes, safety belts, etc.
- (iii) Necessary First-Aid kit shall be made available at the site.

The above provisions shall be followed in addition to the provisions of General Condition of Contract.

Executive Engineer (Civil)
AIIMS, Jodhpur

LIST OF PREFERRED MAKES OF MATERIALS (CIVIL WORKS)

Preferred makes of materials to be used in the work is given below and Contractor shall procure the material mentioned in the list from any one of the preferred makes only. In case of non-availability of these makes, the Engineer-in-charge may allow use of alternative BIS marked materials/makes in the work with the approval of SE or his representative. Non-BIS marked materials may be permitted by the Engineer-in-charge only when BIS marked materials are not manufactured

S.No	Material	List of Preferred Make
1	(i) Ordinary Portland Cement / Portland Pozzolona Cement.	ACC, Ultratech, Ambuja Cement, J.K. Cement, Century Cement, Shree Cement, Jaypee Cement, Prism Cement Ltd., Birla & Wonder
2	(ii) White Cement	Birla White , J. K.White
3	Reinforcement Steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
4	Re-baring Chemical	Hilti, 3M, Fischer, Mungo
5	Shuttering Ply (BIS Marked)	Archidply, Century, Green, Marino
6	Water Proofing Compounds, Admixtures, Plasticizer, Super Plasticizer, Curing Compounds	Fosroc, ROFF/Dr. Fixit (Pidilite Industries), CICO, Sika, BASF, Saint Gobin-Weber, Huntsman, Ardex Endura (Bal Endura), Berger Paint, Don Building Chemicals(I) Pvt. Ltd., Bulwark.
7	Elastomeric Liquid water proofing membrane	BASF, Fosroc, Sika, pidilite, Keshun
8	Integral Water proofing compound with cement	Penetron, Kryton OR any other which fullfills criteria given in CPWD Specification
9	Water proofing for bathroom/toilet/ balcony & other wet areas	Fosroc : Brush bond CICO : Tapecrete, Sika : Nito Bond Dr. Fixit : Pidifine 2K, Asian Paints : Damp Block 2K & equivalent product of BASF, Ardex Endura, Saint Gobin-Weber, Berger Paint, Don Building Chemicles(I) Pvt.Ltd.
10	Crystalline Water Proofing Compound	Penetron, Kryton OR any other which fullfills criteria given in CPWD Specification
11	Anti-Termite Chemicle	Bayer, Tata Chemicals, FMC, Excel, Ultima Search, Bharat insecticides
12	Grouts, Tile Adhesive	Latecrete, Ardex Endura, Ferrous Crete, BASF, Forsoc
13	Structural Steel	SAIL, Tata Steel, Rashtriyalspat Nigam Ltd (RINL), and JSW Steel Ltd., Jindal Steel & Power Ltd

14	Polycarbonate Sheet	GE Plastic, LEXAN, MG Polyplast, Coxwell
15	Laminates / High Pressure Laminates	Greenlam, Merino, Sunmica
16	Flush door shutters	Duro, Century, Durian, Green ply, Archidply, JAYNA of Jain wood Industries, Orion Doors (Modern Wudtech Industries), GUJCON, Kitply. NOTE: Only ISI marked flush door shutters to be used.
17	Fire Rated Doors	Shakti Metdoor, Sukri, NAVAIR, Promat International, Signam Fire Protection, Synergy Thrislington., Tufwud Doors
18	Glass Doors with Patch fittings	Assabloy, Geze, Dorma, kich
19	False Ceiling System	Armstrong, Hunter Douglas, USG Boral, Saint Gobain, Aerolite, Durlum, Interarch, PROLAD
20	Gypsum Board	Saint Gobain, Lafarge, USG Boral
21	Metal Ceiling	Hunter Douglas, USG Boral, Armstrong, Harrison Green, Dexune, Metallica Ceiling Solutions
22	Plywood/Veneer	Green ply, Century, Merino, Duro, Durian, Orion Doors(Modern Wudtech Industries), Kitply, Greenlam / Decowood
23	Melamine Polish	AkzoNobel, Timpertone of ICI Dulux, Asian Paints : Melamine Gold, Wudfin of Pidilite, Berger, Nerolac
24	Floor Spring & Door Closer	Dorma, Dorset, Kich, Hafele, Blum
25	Hardware & Door Fittings	Dorma, Kich, Hettich, Ozone, Geze
26	(a) Aluminum Extrusions/Sections	Hindalco, Jindal, Indalco
	(b) Anodized Aluminium Hardware (HeavyDuty)	Kilong, Alualpha, Securi Style, Classic,
28	Clear/Float/Frosted/ Toughen Glass	Saint Gobain, AIS, Modiguard, Ashai float
29	Stainless Steel Railing system and Accessories etc.	Dorma, Kich, GEZE, Godrej, Hardwyn, D-Line, Q-Railing
30	Glass Railing	Kich, grande-forge, western railing, Q-railing
31	Silicon based water repellent /Weather Sealant	G.E. Plastic, Dow Corning, Wacker, BASF, Pidilite (Dr. Fixit/Roof), Don Building Chemicle (I) Pvt ltd., ICI, Fosroc
32	Poly-Sulphide / EpoxySealant	Fosroc, Pidilite (Dr. Fixit/Roof), Sika, BASF, Don Building Chemicle (I) Pvt ltd., CICO, ArdexEndura
33	Ceramic Tiles	Somany, Kajaria, NITCO, Johnson, Orient bell
34	Vitrified Tiles	Somany, Kajaria, NITCO, Orient bell, Johnson

35	Carpet flooring	Unitex, Earcons acoustic, Miliken
36	Wood Polymer floors (WPC)	Pergo, Armstrong, Bello, Alps
37	Wooden baffle wall panelling	Anutone, Earcons Acoustic, Hera Design
38	Paver block, KerbStone & Tactile block	Pavcon, Hyper Tiles/Dynamic, Dalal Tiles Industries/Mayur, KK, Power, NITCO, Sharda, Helix
39	Dash / Anchoring Fasteners	HILTI, Fischer, Bosch, Wurth, Mungo
40	Cement Based Wallputty	Birla wallcare, JK White, Berger, Asian Paints, United-911
41	Oil Bound Washable Distemper / Dry Distemper	Nerolac, Asian Paints
42	1 st Quality Acrylic Distemper (washable/Ready mix/ Low VOC)	Asian Paints , Berger ,Nerolac
43	Acrylic Emulsion Paints	Asian Paints, Nerolac , Berger
44	Plastic Emulsion Paint	Asian Paints, Nerolac, Berger
45	Premium Acrylic Emulsion Paints (Interior)	Asian Paints, Nerolac, Berger
46	Textured Paint	Asian Paints, Nerolac, Berger
47	Acrylic Smooth Exterior Paint	Asian Paints, Nerolac, Berger
48	Premium Acrylic Smooth Exterior Paints with Silicon additives	Asian Paints, Nerolac, Berger
49	Synthetic Enamel Paint	Asian Paints, Nerolac, Berger
50	Cement Primer	Asian Paints, Nerolac, Berger
51	Steel Primer (Red Oxide Zinc Chromate Primer)	Asian paints, AkzoNobel, Nerolac, Berger, ICI Dulux
52	Wood Primer	Asian Paints (Wood Primer-White/Pink), AkzoNobel, Berger, Nerolac, ICI Dulux
53	Epoxy Paint	Asian, AkzoNobel, Nerolac, Berger, ICI - Dulux, kansai, Saint Gobain-Weber
54	Fire Retardant Paint	Asian Paints, Berger, Promat, Jotun, AkzoNobel, Dulux
55	G.I. / M.S. Pipe	Tata, Jindal (Hisar), Prakash Surya
56	G.I. Fittings	Unik, AVR, Zoloto, Tata
57	HDPE Pipes	Reliance, JainPipes, ORIPLAST, Supreme
58	DWC Pipes	Dutron India, Time Technoplast, Jagannath Industries, Rex, Supreme
59	DI PIPES	Electrosteel, Jindal, TATA DUCTURA, Kapilansh, Kesoram
60	DI Fittings	Electrosteel, Jindal, TATA DUCTURA, Kapilansh, Kesoram
61	DI Gratings	Jayaswal neco, Kiran companies, SJIF

62	UPVC / CPVC / PVC/SWR pipe, fixtures and fittings	Finolex, Supreme, Astral, Ashirwad,
63	Centrifugally cast (spun) Iron Pipes & Fittings	NECO, Kapilansh, SKF, Electrosteel, RPMF
64	Hubless Centrifugally Cast (spun) Iron Pipes & Fittings	RPMF
65	C.I. Manhole covers, frames & GI Gratings	Raj Iron, BIC, Kapilansh, Neco, SKF
66	CP Brass Fittings	Jaquar, Kohler, Roca, Hindware
67	Sanitary ware, Fittings & accessories	Jaquar, Kohler, Roca, Hindware
68	Mirror Glass	Saint Gobain, AIS, Modiguard, TATA-ASHAI, HNG., Atul, Golden Fish
69	Stainless Steel Sink	Neelkanth, Nirali, Jayna, Carysil, Futura, Johnson, Kingston
70	UPVC Doors & Windows	Fenesta, Encraft, ALUPLAST, Kommerling (India), NCL VEKA, Deceuninck, RHEAU, Wintech
71	Acoustic doors	Earcons Acoustic, Global, Navair
72	Panic Bars	DORMA, Haffele, Geze
73	Extruded Polystyrene/ EPS Insulation Board	DOWCORNING, ISOFOAM, SUPREME, Texas, Analco
74	Heat Resistant Tiles	Swastik, Thermatek, Dalal Tiles, Helix
75	Gypsum Plaster	Ferrous Crete, Gyproc Saint Gobain, Boral, Ultratech, United-311
76	Expansion Joint Flexi Strip	FOSROC, Sika, BASF,
77	Modular Expansion Joint	Herculus, Sanfield India ltd. Vexcolt
78	UPVC doors and window hardware	ROTTO, DORMA, PULSE
79	Floor hardener	Ironite, Ferrok, Hardonate, Saint Gobin-weber
80	Insulation for hot water pipes	Carflex, Armflex, kaiflex, Llyod

81	C P Grating	Chilly/ Futura
82	Ball Valve	Sant/ Zoloto/ Leader/ Honeywell
83	Gun Metal Wheel Valve	Sant/ Zoloto/ Leader/ Honeywell
84	Pressure Reducing Valve	Sant/ Zoloto/ Leader/ Honeywell/ Timme, Sks
85	Butterfly Valve	Sant/ Zoloto/ Leader/ Honeywell
86	Gun Metal – Gate / Non Return Valve	Sant/ Zoloto/ Leader/ Honeywell
87	Float Valve for OHT	Leader or Equivalent
88	Floor drain fixtures	ACO / Viega
89	Shower Channels	ACO / Viega
90	Air Purifier container	Euronics, Kimberlay Clark, Jaquar
91	Bottle trap	Jaquar, roca, parryware
92	Liquid soap dispenser	Euronics, Kimberlay Clark, Jaquar
93	Pre-Fabricated Grease Trap	Aco, New green, Supreme
94	Modular Rain Water Harvesting System	Sree Ganga boring co., ASHWATH Infratech Pvt. Ltd, Sujlaam Eco Solutions Pvt Ltd.
95	Strainer	Zoloto / sant / Castle / Sks
96	Furniture	Godrej, Zuari, Durian, Havertys
97	Roller blinds / curtain	Vista, Serge Ferrari, Hunter Douglas, Marvell, Drape shopee
98	Backer rod / filler rod	Fosroc, Sika, BASF, CICO
99	AAC Block (Conforming to BIS & having density more than 651kg/m ³)	Aerocon, Brixo, Ecolite, Magicrete, Siporex, Ultratech X-tralite, ARICRETE, Shree
100	AAC Block Adhesive	Ultra tech, Ardex Endura, Ferrous Crete, saint Gobin-Weber
101	Glass Wool	Dow Corning, U.P. Twiga, Isover
102	CPVC Pipes & Fittings	Astral, Supreme, Prince, Ashirwad, SKIPPER
103	RCC Pipes (NP-2)	Lakshmi, sood & Sood, jain pipe Co. (Newai), mahaveer enterprises (newai), Work well spun pipes, Pali
104	Gypsum board	Saint Gobain, Armstrong, Gypstone, Diaken, India Gypsum
105	Corian Acrylic Sheet	DuPont, Monosol Surface India LLP, Solyx India
106	Non-asbestos Fiber cement board	Shera, Visaka – V board, Everest, Zykrone, Saint Gobain
107	Calcium silicate board	Hylux, Aerolite, Saint Gobain
108	Silicon Sealant	Waker, GE, Dow Corning
109	Water Repellent	Waker, ICI, Fosroc, BASF,
110	Hydro swelling water bar	Fosroc, Sika, BASF
111	Kitchen Basket	Everyday, Ozone, Orange, KOIL (316 Grade SS)
112	Aluminum Grip Profile	AssaAbloy, Hitexx, Hafele, Enox
113	FRP Door & Frame	Jayna of Jain wood industries, Simba, Sainik (Century Plywood), Ashish Industries., Bhatt FRP
114	Wall Panels, Sound absorbing ceiling & tiles & Acoustic System	Prolad, Anutone, Earcons Acoustic, Top Akoustic, Heradesign

115	Block Board	Jayna, Orion Doors (Modern Wundtech Industries)
116	Modular furniture / Steel Furniture / Furniture / Partition System	VEILS India Pvt ltd. Or equivalent
117	Aluminium composite Panel	Alstone Internaional, VIRGO, EUROBOUND, ALUTUFF
118	WPC, PVC Door shutter frames	Rajshree or other BIS
119	Toilet Cubicle	Merino, Greenlam, T-line
120	Hermetically sealed 6-12-6 double insulated Glass (High performance)	Saint Gobin, AIS, Modiguard

Note: -

1. **Engineer-in-Charge, AIIMS Jodhpur reserves the right to add or delete any materials brands of preferred materials/brands to be executed at site.**

ANNEXURE - I
Details of Bidder

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

Date:
Place:

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

ANNEXURE - II

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING DECEMBER-2023.

S · N o	Name of Work/ project	locati on	Owner or sponsoring organizati on	Cost of work in lakh	Date of commen t as per contra ct	Stipulat ed date of comple tion	Actu al date of comple tion	Litigation / Arbitratio n pending/ in progress with details*	No. & Date of completi on certificate attached.	Rema rks, if any
1	2	3	4	5	6	7	8	9	10	11

❖ Indicate gross amount claimed and amount awarded by the Arbitrator

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

ANNEXURE - III***COMPLETION / PERFORMANCE CERTIFICATE***

1.	Name of Work	
2.	Agreement no. / Word order no.	
3.	Date of issue of work order	
4.	Name of the contractor Agency	
5.	Stipulated date of commencement of work as per agreement	
6.	Tendered value of work	
7.	Completion cost of work	
8.	Stipulated date of completion of work as per agreement	
9.	Actual date of completion of work	

Certified that the work has been completed satisfactory within the stipulated date of completion. There are no defects apparent and M/s. _____ has completed all the works as per agreement.

Note:

- ❖ **The above completion certificate shall be issued on the letter head of concerning client department. If not, then Signature and Seal of client department is mandatory**

Signature of Authorized officer (with designation)

ANNEXURE - IV**FINANCIAL INFORMATION**

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

i. Gross Annual Turn Over

Descriptions	2020-21	2021-22	2022-23
Gross Annual Turn Over			
Average turn-over of three years			

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

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

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

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

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

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

Date:

Name :

Place:

Business Address :

Signature of Bidder:

Seal of the Bidder :

ANNEXURE – VI
TENDER ACCEPTANCE FORM
(On letter head of company /firm)

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

Name of Work: Renovation of Toilets and Internal Painting of Rooms and Electrical Works in SR & PG Hostel at AIIMS Jodhpur.

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

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

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

Name: _____

Business Address _____

Place: _____

Date: _____

CHECK -LIST

S. No.	Information for bidder	Remarks	Refer page no. of submitted bid
1.	Notice Inviting Tender (read)	Yes / No	
2.	Whether three similar works each of value not less than 40% of the estimated cost put to the tender OR Two similar works each of value not less than 60% of the estimated cost put to Tender OR One similar works each of value not less than 80% of the estimated cost put to Tender (details provided)	Yes / No	
3.	Turnover: Average annual financial turn over should be at least 50% of the estimated cost during the immediate last 3 consecutive financial year.	Yes / No	
4.	Solvency of the amount equal to 40 % of the estimated cost of the work by any scheduled nationalized bank only	Yes / No	
5.	Copy of Income Tax Return Acknowledgement for last Three years statement (submitted)	Yes / No	
6.	Copy of PAN Card (submitted)	Yes / No	
7.	Copy of GST Registration (submitted)	Yes / No	
8.	Copy of registration of firm	Yes / No	
9.	General Conditions of Contract (read and duly signed)	Yes / No	
10.	Proforma of Schedules (read and duly signed)	Yes / No	
11.	Technical Specifications (read & accepted)	Yes / No	
12.	Annexure- I (Details of Bidder/s) (duly filled, signed & attached)	Yes / No	
13.	Annexure- II (Details of All Works of Similar Class) (duly filled, signed & attached)	Yes / No	
14.	Annexure- III (Completion / Performance Certificate) (duly filled, signed & attached) Supporting documents related to work (copy of PO) attached	Yes / No	
15.	Supporting documents related to work (copy of PO) attached	Yes / No	
16.	Annexure- IV (Financial Information) (duly filled, signed & attached)	Yes / No	
17.	Annexure- V (Tender Acceptance Form) (duly filled, signed & attached)	Yes / No	
18.	Annexure-VI (Undertaking Certificate) (duly filled, signed & attached)	Yes / No	
19.	Check list filled (duly filled & signed)	Yes / No	

Date:

Place:

Name :

Business Address :

Signature of Bidder:

Seal of the Bidder :

FORMAT FOR PERFORMANCE SECURITY (GUARANTEE)
(TO BE FURNISHED BY CONCERN BANK)

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