

**Tender
for
Construction of Collection/Holding Tank for Disposal
of effluent of newly constructed Central Sterile Supply
Department (CSSD) and Department of Nuclear
Medicine Providing at AIIMS Jodhpur.**

N.I.T. No.	AIIMS-JDH/EE/Civil/2019-20/01
NIT Issue Date	12/09/2019
Pre Bid Meeting	19/09/2019 at 03:00 PM
Last Date of Online Submission of tender	26/09/2019 at 03:00 PM
Last Date of Submission of hard copy of EMD	26/09/2019 at 03:00 PM
Technical Bid Opening	27/09/2019 at 04:30 PM



All India Institute of Medical Sciences Jodhpur

Basni Phase - II, Jodhpur - 342005,
Rajasthan

Telephone: 0291- 2740741, email: ee@aiimsjodhpur.edu.in
www.aiimsjodhpur.edu.in

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❖ Certified that this bid document contains pages 1 to 34 (One to Thirty Four page).

Executive Engineer (Civil)

AIIMS, Jodhpur

Tender document may be downloaded from CPPP site <https://eprocure.gov.in> NIT may be downloaded from institute's website www.aiimsjodhpur.edu.in

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

01	Name of work	Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur.
02	Tender No.	AIIMS-JDH/EE/Civil/2019-20/01
03	Contract period	Three Months
04	Estimated Cost	Rs. 3,67,120.00/-
05	Earnest money deposit	Rs. 7,500/-
06	Performance Security	5% of Tendered Cost
07	Security Deposit	5% of the Tendered value
08	Tender documents	Download from following websites- www.aiimsjodhpur.ac.in http://eprocure.gov.in
09	Pre-bid meeting	19 September 2019
10	Last date and time of online submission of tender	26 September 2019 till 03:00 PM
11	Last date, time and place of submission of hard copy of EMD	26 September 2019 till 03:00 PM at Engineering Department, 2 nd Floor, Medical College, AIIMS Jodhpur.
12	Date and time of online Technical Bid Opening	27 September 2019 04:30 PM

❖ **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 Ministry of Health & Family Welfare, Government of India, invites **Online bids** in two bid system for Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur.

INSTRUCTIONS FOR THE BIDDER/ THE SERVICE PROVIDER/BIDDERS

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

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

4. Criteria of Eligibility:

Definition of similar work

Similar work shall mean "Construction of Building Works."

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

Contractor should have experience of having successfully completed works during last seven years ending 30-06-2019 as below:-

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

Or

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

Or

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

Note: Completion certificate to be attached.

(Details should be mentioned in Annexure-I)

5. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of previous month in which bids are received.
6. Performance guarantee equal to 5% of the contract value is required to be submitted within **07** days from the date of issue of notification of award.
7. Security deposit equal to 5% of the contract value will be deducted from running account bill of the contractor.
8. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 7,500.00 (Rupees Seven Thousand Five Hundred only)** by way of demand drafts or Bank Guarantee only payable at Jodhpur. The Demand Drafts or Bank Guarantee shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The Demand Drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before the last date of submission of bid.**

 - a) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
 - c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.
 - d) The EMD shall be valid for a period of 180 days.

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

10. Submission of Tender:

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

- ✓ **The offers submitted by Telegram/Fax/e-Mail shall not be considered. No correspondence will be entertained in this matter.**

11. Technical Bid

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

- a) Duly filled, signed & sealed format of Technical Bid as per Annexure – I, II, III.
- b) Copy of constitution or legal status of the Bidder Manufacturer / Sole proprietorship/ Firm / Agency etc.
- c) **The Technical Bid should be accompanied by Demand Draft of an amount of Rs. 7,500/- (Rupees Seven thousand five hundred only). The Demand Draft of EMD should be prepare separately and drawn in favor of All India Institute of Medical Sciences, Jodhpur payable at Jodhpur.**
- d) Copy of Income Tax Return Acknowledgement for last Three years.
- e) Copy of PAN Card
- f) Copy of GST Registration.
- g) Certificate as per Annexure-I, II, III.
- h) Duly Signed Tender document and their annexures.
- i) Similar works Completion Certificates from Clint Departments.
- j) All other document mentioned in tender document.
- k) Check list for technical bid.
- l) Each and every page of all tender documents, annexures, corrigendum/ addendum (**if any**) and their annexures should be duly seal & signed and scanned copy should be uploaded with technical bid.

II. Financial Bid

1. Price bid Form [As per Annexure-IV duly filled and signed] – Price must be quoted as per format specified; failing which tender shall be summarily rejected.

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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR

TENDER NOTICE NO: AIIMS-JDH/EE/Civil/2019-20/01

Percentage Rate Bid for works:

Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur.

T E N D E R

I/We have read and examined the notice inviting tender, Annexure-I to IV, specifications applicable, General rules and directions, General Conditions for Supply of Material, Special 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. 7,500/- (Rupees Seven thousand five hundred only)** 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 Director, AIIMS, Jodhpur or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Director, AIIMS, Jodhpur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in all the conditions of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/ We shall be debarred for tendering in **AIIMS, Jodhpur** in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Witness:

Signature of Contractor:

Postal Address:

Address:

Occupation:

GENERAL RULES & DIRECTIONS

Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur.

1. **Payment Clause:** No Payment shall be made in advance nor shall the loan from any or financial institutions be recommended on the basis of the order of award of work. If required payment may be made on Running bill on submission of bill. Contractor will submit the latest income tax clearance certificate in the revised form and partnership deed if any, for verification by AIIMS and retention at the time of submission of the tender.
2. The contract shall submit performance guarantee @5% of contract amount and security deposit @5% of billing amount will be deducted from the respective running bills.
3. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible 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.
4. The competent authority on behalf of the Director, AIIMS- Jodhpur does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
5. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
6. The competent authority on behalf of Director, AIIMS, Jodhpur reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
7. The contractor shall not be permitted to bid for works in the AIIMS, Jodhpur responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Jodhpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
8. No Engineer of gazette rank or other Gazette Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is

liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

9. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
10. This notice-inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
The Notice Inviting bid, all the documents including conditions, specifications if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
11. In the case of discrepancy between the schedule of quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-
 - i. Description of schedule of quantities
 - ii. Additional specifications and special conditions, if any.
 - iii. Contract clauses of General conditions of contract for Central P.W.D. works.
 - iv. CPWD specifications.
 - v. Architectural drawings.
 - vi. Indian standards specifications/BIS.
 - vii. Sound engineering practice.

Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
12. 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.
13. 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.
14. The work shall be carried out in a manner complying in all respects with the requirements of relevant byelaws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
15. 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 meters), 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.
16. The contractor will not pitch up tents for laborers, materials and his stores etc.,

17. 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.
18. The contractor shall clear the site properly after the completion of the work.
19. The labour engaged for attending complaints shall carry necessary tool kit, container (Tasla), required for mixing any cement sand or other material and should carry with water bottle and waste bag for collection of minor rubbish material if received during attending the complaints, so that the site of work shall remain neat and clean.
20. All T&P, Scaffoldings, Instruments/Meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor
21. 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.
22. 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.
23. GST/Income Tax/other taxes as applicable shall be paid to the contractor.
24. Chases, Holes and Drilling works etc. shall be done using power operated tools.
25. 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.
26. **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.
27. **Termination of Contract:** AIIMS, Jodhpur would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Jodhpur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Jodhpur's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Jodhpur shall have the right to engage any other tenderer to carry out the task.

Executive Engineer (Civil)
AIIMS, Jodhpur

Tender for Construction of Collection/Holding Tank

INTEGRITY PACT

To,

Sub: Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur.

Dear Sir,

It is here by declared that AIIMS Jodhpur is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Jodhpur.

Yours faithfully,

Executive Engineer Civil
AIIMS Jodhpur

Tender for Construction of Collection/Holding Tank

To,

The Executive Engineer Civil,
AIIMS Jodhpur,

Sub: Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur.

Dear Sir,

I/We acknowledge that AIIMS Jodhpur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Jodhpur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, AIIMS Jodhpur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Tender for Construction of Collection/Holding Tank

To be signed by the bidder and same signatory competent/authorised to sign the relevant contract on behalf of Director AIIMS Jodhpur.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

Executive Engineer Civil AIIMS Jodhpur on behalf of Director, **AIIMS Jodhpur**, Basni, 2nd Phase, AIIMS Jodhpur (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company), Through (Details of duly authorized signatory) (hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No.....) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for

.....(Name of work), Hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Tender for Construction of Collection/Holding Tank

Article 1: Commitment of the Principal / Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.1 No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.2 The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

1.3 The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s) / Contractor (s)

1. It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

2.1. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

2.2. The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

2.3. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.4. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel

Tender for Construction of Collection/Holding Tank

tender for the same item.

2.5. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract

3. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach:

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

1. If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

Tender for Construction of Collection/Holding Tank

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

2. The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Director, AIIMS Jodhpur.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract

Tender for Construction of Collection/Holding Tank

documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)
2. (Signature, name and address)

Place:

Dated:

CHECK LIST

S. No.	Documents required with technical bid	Compliance (to be ticked as attached)	Reference of page no. at which desired document attached
1.	Copy of Income Tax Return Acknowledgement for last Three years.	Yes / No	
2.	Copy of PAN Card.	Yes / No	
3.	Copy of GST Registration.	Yes / No	
4.	Properly Filled, Signed & Sealed Annexure-I.	Yes / No	
5.	Properly Filled, Signed & Sealed Annexure -II.	Yes / No	
6.	Properly Filled, Signed & Sealed Annexure-III	Yes / No	
7.	Duly Signed Tender document and their annexures.	Yes / No	
8.	Similar works Completion Certificates from Clint Departments.	Yes / No	
9.	Each and every page of all the tender documents, integrity acceptance pages, annexures, corrigendum/addendum (if any) and their annexures should be duly seal & signed and scanned copy should be uploaded with technical bid.	Yes / No	
10.	EMD as required by NIT	Yes / No	
11.	Filled & Signed Check list	Yes / No	

Signature of Bidder(S) with Seal

Tender for Construction of Collection/Holding Tank

ANNEXURE - I

TENDER NOTICE NO: AIIMS-JDH/EE/Civil/2019-20/01

Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING JULY 2019

S. No	Name of Work/ project	location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending/ in progress with details *	Whether completion certificate attached or not	Remarks
1	2	3	4	5	6	7	8	9	10	11

* Indicate gross amount claimed and amount awarded by the Arbitrator

***Any similar work without completion certificate will not be considered for deciding eligibility of the bidder. Therefore, attachment of proper completion certificate is must.**

Signature of Bidder(S) with Seal

ANNEXURE -II**TENDER NOTICE NO: AIIMS-JDH/EE/Civil/2019-20/01****Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur**

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.	

Authorized Signatory of the Bidder with Seal

ANNEXURE-III

TENDER NOTICE NO: AIIMS-JDH/EE/Civil/2019-20/01

Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur

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 and form 7/8 of CPWD.

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 impose any action as per NIT rules.

Date: _____ Name : _____
Place: _____ Business Address : _____

Signature of Bidder : _____
Seal of the Bidder : _____

Tender for Construction of Collection/Holding Tank

PROFORMA OF SCHEDULES

(Refer standard clauses of contract of CPWD)

TENDER NOTICE NO: AIIMS-JDH/EE/Civil/2019-20/01

Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur

SCHEDULE 'A'

Schedule of quantities (Enclosed)

SCHEDULE 'B'

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

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

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

SCHEDULE 'D'

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

-----NIL-----

SCHEDULE 'E'

Reference to General Conditions of contract

**General Conditions of Contracts
2014 (amended up to date)**

Tender for Construction of Collection/Holding Tank

NAME OF WORK: CONSTRUCTION OF COLLECTION/HOLDING TANK FOR DISPOSAL OF EFFLUENT OF NEWLY CONSTRUCTED CENTRAL STERILE SUPPLY DEPARTMENT (CSSD) AND DEPARTMENT OF NUCLEAR MEDICINE PROVIDING AT AIIMS JODHPUR.

- (i) Estimated cost of work : Rs. 3,67,120.00/-
- (ii) Earnest money : Rs. 7,500/-
- (iii) Performance Guarantee 5% of contract value
- (iv) Security Deposit 5% of contract value

SCHEDULE 'F'

General Rules & Directions :

Officer inviting tender **Executive Engineer (Civil), AIIMS Jodhpur**

Definitions:

- 2(v) Engineer-in-Charge **Executive Engineer (Civil), AIIMS Jodhpur**
- 2(viii) Accepting Authority **Director & CEO, AIIMS Jodhpur**
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits **As per CPWD DSR-2018**
- 2(xi) Standard Schedule of Rates **Delhi Schedule of Rates 2018 and Market rate.**
- 2(xii) Department **AIIMS, JODHPUR**
- 9(ii) Standard CPWD contract Form GCC 2014 **Modified & Corrected up to date**
CPWD form 7/8

Clause 1

(i) Time allowed for submission of Performance Guarantee, program Chart (Time and progress) and applicable labour licences, registration with EPFO, ESIC or proof of applying thereof from the date of issue of letter of acceptance **07 days**

(ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period (provided in i) above **03 days**

Clause 2

Tender for Construction of Collection/Holding Tank

Authority for fixing compensation under Clause 2 Director & CEO, AIIMS, Jodhpur

Clause 2A

Whether Clause 2A shall applicable No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start **07 days**

Time allowed for execution of work : **Three Months**

Authority to Decide:

- (ii) Extension of time:
- a) **Executive Engineer, AIIMS Jodhpur**
(Engineer in Charge) (Within stipulated Date of Completion)
 - b) **Director & CEO, AIIMS, Jodhpur** (Beyond stipulated Date of Completion)
- (iii) **Rescheduling of Mile Stones:**
- a) **Executive Engineer, AIIMS Jodhpur**
(Engineer in Charge) (Within stipulated Date of Completion)
 - b) **Director & CEO, AIIMS Jodhpur** (Beyond stipulated Date of Completion)
- (iv) Shifting of date of start in case of delay Director & CEO, AIIMS Jodhpur in handing over of site

Clause 6, 6A

Clause applicable - (6 or 6A) 6A

Clause 7

Gross work to be done together with net payment/
Adjustment of advances for material collected, if
any since the last such payment for being eligible
to interim payment. Rs. 3.00 Lakhs

Clause 10A

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

Clause 10B (ii)

Whether clauses 10B (ii) shall applicable No

Clause 10C

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

CLAUSE 10 CC

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

12 Months

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

Component of civil (except materials covered under clause 10 CA)/Electrical construction value of work

Xm....NIL.....%

Component of labour-expressed as percent of total value of work

Y.....NIL.....%

Clause 11

Specification to be followed for execution of work

CPWD Specifications for Works - 2009, Vol I & II with up to date correction slips till last date of submission of tender and as detailed in nomenclature of item. Particular specification attached with the tender.

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for **building work**

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

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

.....100%.....

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

.....NA.....

Clause 16

Competent Authority for deciding reduced rates

Director & CEO AIIMS Jodhpur

Clause 18

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

As per work requirement and directions of Engineer -in-Charge.

Clause 25

Constitution of Dispute Redressal Committee (DRC):

DRC shall constitute One Chairman and Two Members

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

**PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)
FORM OF EARNEST MONEY (BANK GUARANTEE)**

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

SEALED with the Common Seal of the said Bank this day of20.... THE CONDITIONS of this obligation are:

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

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL (SIGNATURE, NAME AND ADDRESS)

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

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 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.6 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.
- 1.7 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.8 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.
- 1.9 All the material related to the work execution shall be approved by Engineer-In-charge.
- 1.10 Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
- 1.11 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.
- 1.12 No claim for idle establishment & labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.13 Only Stainless Steel screws shall be used unless otherwise specified.
- 1.14 Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
- 1.15 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.
- 1.16 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.

2. CONDITION FOR CEMENT:

- 2.1 The Contractor shall procure 43 grade Ordinary Portland cement (conforming to IS : 8112) or Portland slag cement (conforming to IS : 455) or Portland Pozzolana Cement (PPC) (Fly ash based) – conforming to IS : 1489 (Part-I) as required in the work, from reputed manufactures of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by ADG for that sub region. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s) which the contractor proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially. Supply of cement shall be taken in 50 Kg bags bearing manufacture’s name, batch No. & ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got issue in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week’s time of written order from the Engineer-in-charge to do so. If Portland Pozzolana cement or Portland slag cement is used, suitable modification in de shuttering time etc. shall be done if need be as per specifications and standards and as directed by Engineer - in - charge and nothing extra shall be payable on this account. No extra payment / deduction shall be made from the payment to the contractor for using any of the above type of cement.
- 2.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer - in - charge.
- 2.3 For each grade / type, cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at site of work as per sketch shown in General conditions of contract for CPWD works 2010 with weather proof roofs and walls, for which no extra payment shall be made. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Engineer in charge and nothing extra shall be paid for the same. The decision of the Engineer-in-charge regarding the capacity required/needed will be final. However, the capacity of each godown shall not be less than 100 tonnes. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with CPWD Engineer-in-charge or his authorized representative and that of other lock with the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Proforma and signed daily by the contractor or his authorized agent in token of its correctness.
- 2.4 The cement shall be got tested by Engineer -in -charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor / Department in the manner indicated below:
- a) By the contractor, if the results show that the cement does not conform to relevant BIS codes.
 - b) By the Department, if the results show that the cement conforms to relevant BIS codes.
- 2.4.1 All other charges of sampling, packing and transportation of sample shall also be borne by the contractors.
- 2.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained separately for each type of cement, as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein. However, for consumption lesser beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract at Schedule A to F (CPWD-8), without prejudice to action for acceptance of work/item at

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reduced rate or rejection as the case may be. In case of excess consumption, no adjustment shall be made.

Cement brought to site and cement remaining unused after completion of work shall not be removed from site without return permission of the Engineer-in-charge. Damaged cement shall be removed from the site immediately by the contractor on receipt of notice in written. In case if he does not do within three days or receipt of same notice, the Engineer-in-charge shall get removed at the site of the contractor.

2.6 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

3. CONDITIONS FOR REINFORCEMENT STEEL:

3.1 The contractor shall procure TMT bars of Fe 415 / Fe 415D / Fe 500/ Fe 500D / Fe 550 / Fe 550D grade from primary producers such as SAIL, Tata Steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd. or any other producer as approved by CPWD who are using iron ore as the basic raw material / input and having crude steel capacity of 2.0 Million tonnes per annum and above.

In case of non-availability of steel from primary producers, use of TMT reinforcement bars procured from secondary producers will be allowed subject to fulfilment of following conditions:

- a. The grade of the steel such as Fe 415 / Fe 415D / Fe 500 / Fe 500D / Fe 550 / Fe 550D or other grade to be procured is to be specified as per BIS : 1786 - 2008.
- b. The secondary producers must have valid BIS license to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS license, the secondary producer must have valid license from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.
- c. The TMT bars procured from primary producers and ISPs shall conform to manufacture's specifications.
- d. The TMT bars procured from secondary producers shall conform to the specifications as laid down by Tempcore, Thermex, Evcon, Turbo and Turboquench as the case may be.
- e. TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786: 2008 pertaining to Fe 415 / Fe 415D / Fe 500 / Fe 500D / Fe 550 / Fe 550D or other grade of steel as specified in the tender.

3.2 Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (c) & (d) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so.

In case contractor is permitted to use TMT reinforcement bars procured from secondary producers then:

- (i) The base price of TMT reinforcement bars as stipulated under schedule 'F' shall be reduced by Rs. 6700/- MT. However, for operation of provisions of clause 10CA in such case, the indices for TMT reinforcement bars of secondary producers will be considered same as for primary producers.
- (ii) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs. 8.00 per kg.

3.3 The steel reinforcement bars shall be brought at site in bulk supply of 25 tonnes or more as decided by the Engineer in charge.

3.4 The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

3.5 For checking nominal mass tensile strength bend test re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Dia. of bar	for consignment below 100 tonnes	For consignment above 100tonnes
Under 10 mm	One sample for each 25 tonnes or part thereof	One sample for each 40tonnes or part thereof

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10 mm to 16mm	One sample for each 35 tonnes or part thereof	One sample for each 45tonnes or part thereof
Over 16mm	One sample for each 45 tonnes or part thereof	One sample for each 50tonnes or part thereof

3.6 The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

3.7 All other charges of sampling, packing and transportation of sample shall also be borne by the Contractor.

3.8 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.

3.9 Steel brought to site and remaining unused shall not be removed from site without the written permission of Engineer-in-Charge.

(i) Reinforcement including authorized spacer bars and lappages shall be measured in length for different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimetre. Wastage and unauthorized overlaps shall not be measured.

(ii) The standard sectional weights referred to shall be as in Table 5.4 in para 5.3.4 in revised CPWD specifications 2009 Vol. I will be considered for conversion of length of various sizes of TMT bars in to standard weight.

(iii) Record of actual sectional weights shall also be kept dia. wise and lot wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer in charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight.

(a) If the derived weight as in sub-para (iii) above is less than the standard weight as in sub-para (ii) above, then the Derived Actual Weight shall be taken for payment.

(b) If the derived actual weight is found more than the standard weight, than standard weight as worked out in sub para (ii) above shall be taken for payment. Nothing shall be paid extra for the difference in Derived/ Actual Weight and standard weight.

The contractor has to obtain vouchers and furnish test certificate to the Engineer-in-charge in respect of all the lots of Steel brought by him from approved suppliers at the site of work.

3.10 Every care should be taken to avoid mixing different types of grades of bars in the same structural members as main reinforcement to satisfy relevant clause of IS: 456. In case of buildings, wherever the situation necessitates, the changeover shall be permitted only from any one level onwards. In case of foundations, all foundation elements (footings and grade beams) shall have the same kind of steel. In the case of columns, all structural elements up to the level of change, where the changeover is taking place should have the same kind of steel as those in columns.

3.11 The reinforcing steel brought to site of work shall be stored on brick / timber platform of 30 / 40 - cm height, nothing extra shall be paid on this account.

4.0 SAFETY MEASURES AT CONSTRUCTION SITE

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

(i) The work site shall be properly barricaded.

(ii) Adequate signages indicating 'Work in Progress-Inconvenience caused is Regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.

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- (iii) The construction malba at site shall be regularly removed on daily basis.
- (iv) All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.
- (v) Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be provided at site to avoid accidents.

Necessary First-Aid kit shall be available at the site.

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

5.0 SPECIFICATIONS FOR FLY ASH BRICKS - All fly ash bricks as brought to the site shall conform to the strength & durability parameters as prescribed in the tender and CPWD specifications.

6.0 The contractor shall submit 'Method Statement' for the approval soon after the award of work. 'Method Statement' is a statement by which the construction procedures for important activities of construction are stated, checked and approved. Method Statement shall have description of the item with elaborate procedures in steps to implement the same. The specification of the materials involved their testing and acceptance criteria, equipments to be used, precautions to be taken, mode of measurements etc.

6.1 Formwork for exposed concrete surfaces:

6.1.1 Where it is specifically shown on the drawings to have original fair face finish of concrete surface without any rendering of plastering, formwork shall be carried put by using plywood on steel plates of approved quality. 6.1.2 The forms shall be constructed so as to produce a uniform and consistent texture and pattern on the face of the concrete. The formwork shall be placed so that all horizontals are constructed of lumber and are not panelled and the formwork joints shall be staggered.

6.1.3 To achieve a finish which shall be free of board marks, the formwork shall be faced with plywood or equivalent material in large sheets. The sheets shall be arranged in an approved pattern. Whenever possible, joints between sheets shall be arranged to coincide with architectural feature, sills, window heads or change in direction of surface. All joints between panels shall be vertical or horizontal unless otherwise directed. Suitable joints shall be approved between sheets. The joints shall be arranged and fitted so that no blemish or mark is imparted to the finished surfaces.

6.1.4 Forms for exposed concrete surfaces shall be constructed with grade strips (the underside of which indicate top of pour) at horizontal constructions joints, unless the use of groove strips is specified on the drawings. The reset forms shall be tightened against the concrete so that the forms will not be spread and permit abrupt irregularities or loss of mortar. Supplementary form ties shall be used as necessary to hold the reset forms tight against the concrete. 6.1.5 For fair faced concrete, the position of through bolts will be restricted and generally as indicated on the drawings. 6.1.6 Plywood and steel plates used in the formwork for obtaining exposed surfaces shall be got approved from Engineer-in-charge on each use. However, no forms will be allowed for reuse if it is doubtful to produce desired texture of exposed concrete. 6.1.7 Cement of only approved shade shall be used preferably of single lot to achieve integrity of texture.

6.2 Class of Surface Finish: -

6.2.1 For Beams & Slabs:

The finish shall be uniform, dense and smooth. no grout, no grain pattern, no crazing and no major blemishes shall be permitted. Abrupt irregularities not exceeding 3mm and gradual irregularities less than 5mm in 2m length only shall be permitted.

6.2.2 For Columns/Wall/Fins :

The finish shall be uniform and smooth levelling the surface of the compacted concrete shall be done with a screed board with power floating the surface and over that steel trowelling the surface under firm pressure characteristics of finish shall be brush marks < 3mm gradual irregularities less than 10mm in 2m.

6.3 Tolerance in Finished Concrete:

The formwork shall be so made as to produce a finished concrete true to shape, lines, level, plumb and dimensions as shown in the drawings subject to the following tolerance unless otherwise

specified in this specification or drawings.

6.4 WALL/COLUMN/FINS:

21.4.1 Variation from the plumb ± 6 mm Upto 3m height

21.4.2 Variation from the plumb of ± 6 mm Upto 6m height conspicuous liner

21.4.3 Variation in the size of (+)15mm wall openings (-) 6mm

21.4.4 Variation in parapet wall thickness

(a) Upto 30cm thickness ± 6 mm

6.5 SLAB, BEAM & GIRDER FORMS:

21.5.1 Variation from the level or from the specified grid for beam soffit before removal of shores,

(a) In any 3m ± 6 mm (b) In any 6m ± 10 mm

All the tolerances mentioned above shall apply to concrete dimensions only, and not to positioning of vertical steel or dowels. The tolerances given above are specified for local aberration in the finished concrete surface and should not be taken as tolerance for the entire structure taken as whole for the setting and alignment of formwork. Any error, within the above tolerance limits, or any other if noticed in any of the structure after part or portion stripping of forms, shall be corrected in the subsequent work to bring back the structure to its true line, level and alignment.

7.0 CONDITIONS FOR PAINTING WORK:

7.1 The Contractor shall only procure the paint from reputed manufactures of paint such as Asian or Dulex.

7.2 The paint should be of superior quality of brands mentioned in para 7.1.

7.3 The material required during execution of work will be issued by Engineer In-charge and contractor will submit the required material in store of engineering department before execution.

(Ref. para 3.3 of Particular Specifications and Special conditions)

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECT AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made thisday oftwo thousand and betweenson ofof(hereinafter called the Guarantor of the one part) and the Director, AIIMS Jodhpur (hereinafter called Government of the other part).

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

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak- proof for ten years from the date of giving of water proofing treatment.

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

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

(a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;

(b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;

(c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water –proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR’S cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Government the decision of the Engineer - in - Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor and by and for and on behalf of the Director, AIIMS Jodhpur on the day, month and year above written.

Signed, sealed and delivered by OBLIGOR in the presence of -

1.

2.

Signed for and on behalf of Director, AIIMS Jodhpur byin the presence of -

1.

2.

Schedule (A)

Name of Work: Construction of Collection/Holding Tank for Disposal of effluent of newly constructed Central Sterile Supply Department (CSSD) and Department of Nuclear Medicine Providing at AIIMS Jodhpur

Item No:	Description of work	Unit	Estimated Qty.	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	cum	141.90	181.85	25,804.52
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	cum	95.77	219.65	21,035.88
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level. 1:1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	cum	1.44	7,210.55	10,383.19
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	cum	4.58	6,259.10	28,666.68
5	Coursed rubble masonry (second sort) with hard stone in foundation & plinth with : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	14.30	6,805.25	97,315.08
6	75 mm thick sand Stone slab partition as beffel wall (for partition of tank) and covering the Tank top with Cement mortar 1:3 (1 cement : 3 coarse sand)	sqm	30.80	1,425.00	43,890.00
7	12 mm cement plaster of mix : 1:4 (1 cement: 4 fine sand)	sqm	14.30	266.85	3,815.96
8	12 mm cement plaster finished with a floating coat of neat cement of mix : 1:3 (1 cement: 3 fine sand)	sqm	55.00	340.85	18,746.75
9	Providing and fixing soil, waste and vent pipes : 100 mm dia Sand cast iron S&S pipe as per IS: 1729	meter	70.00	1,008.20	70,574.00
10	Providing M.S. foot rests including fixing in manholes with 20x20x10 cm cement concrete blocks 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) as per standard design : With 20x20 mm square bar	meter	4.00	422.20	1,688.80
11	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality. H D - 20 Circular shape 560 mm internal diameter	each	2.00	1,471.50	2,943.00
12	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand), finished with a floating coat of neat cement and making necessary channels for the drain etc. complete : For pipes 100 to 250 mm diameter	each	1.00	623.50	623.50

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13	Constructing brick masonry road gully chamber 45x45x77.5 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) with precast R.C.C. vertical grating complete as per standard design : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	each	3.00	5,794.85	17,384.55
14	Constructing brick masonry chamber for underground C.I. inspection chamber and bends with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover with frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg), R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand), finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design: Inside dimensions 455x610 mm and 45 cm deep for single pipe line : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	each	4.00	6,061.95	24,247.80
Total Amount					3,67,119.70

We do hereby agree to execute the above work at percentage _____

_____ (in figures as well as in words) below/ above the estimate cost given in schedule above.

(* The Rates are inclusive of GST)

Place:

Date:

(Signature of contractor)

With seal