

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

N.I.T. No.	AIIMS-JDH/SE/2022-23/02
NIT Issue Date	01-08-2022
Pre Bid Meeting	07-08-2022 at 03:00 P.M.
Last Date of Online Submission of tender	22-08-2022 at 03:00 P.M.
Technical Bid Opening	23-08-2022



All India Institute of Medical Sciences Jodhpur
Basni Phase - II, Jodhpur – 342005, Rajasthan
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**Superintending Engineer
AIIMS, Jodhpur**

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

1.	Name of work	Comprehensive Maintenance of Civil & Electrical part of all the buildings of Hospital Complex, College Complex, Auditorium and Residential Complex at AIIMS, Jodhpur.
2.	Tender No.	AIIMS-JDH/SE/2022-23/02
3.	Contract period	One year
4.	Estimated Cost	₹ 6,16,74,194/-
5.	Earnest Money Deposit	₹ 12,33,484/- (@2% of estimated cost)
6.	Performance Security	3% of contract value
7.	Security Deposit	5% (withhold from each running bill)
8.	Tender documents	Download from following websites- www.aiimsjodhpur.ac.in http://eprocure.gov.in
9.	Pre-bid meeting	07-08-2022 at 03:00 P.M. at Engineering Department, Medical College-II floor, AIIMS- Jodhpur.
10.	Last date and time of online submission of tender	22-08-2022 upto 03:00 PM
11.	Date of online technical bid opening	23-08-2022

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

**Superintending Engineer
AIIMS, Jodhpur**

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

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

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

Criteria of eligibility:

4. Contractor who fulfill following requirement shall be eligible to apply. Joint ventures are not accepted:
 - a. Contractor should have registration with Govt. / Semi Govt. organization like railways, PWD, CPWD, BRO, MES etc. or any PSU under state / central government in appropriate class.
 - b. Should have satisfactorily completed the similar works as mentioned below during the last seven years ending 30-06-2022. (Annexure-IV): -
 - 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 (as per Annexure- VI)

Definition of similar work:

“Comprehensive maintenance services of Civil & Electrical work of Institutional Building / Residential Buildings.”

5. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of previous month in which bids are received.
6. **Performance guarantee** equal to 3% 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 each running account bill of the contractor.
8. **Turnover:** Average annual financial turn over should be at least **100%** of the estimated cost during the immediate last 3 consecutive financial years.
9. **Solvency Certificate:** Solvency of the amount equal to **40%** of the estimated cost of the work by any scheduled nationalized bank only.
10. Should not have incurred any loss in more than two years during the last five years ending 31st March, 2022
11. 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 bidder shall be solely responsible for any legal action taken against him by the Institute.

12. Submission of Tender:

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

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

13. Technical Bid

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

- a) Similar works Completion Certificates from Client Departments.
- b) Certificates as per Annexure- III, IV, V, VI, VII & VIII.
- c) Copy of constitution or legal status of the Bidder Manufacturer / Sole proprietorship/ Firm /Agency etc.
- d) Copy of Income Tax Return Acknowledgement for last three financial years.
- e) Certificate of Financial Turn over: At the time of submission of bid contractor should upload Certificate from CA mentioning Financial Turnover of last three financial years.
- f) Copy of solvency certificate from any scheduled nationalized bank only.
- g) Copy of profit & Loss statement for last financial years.
- h) Copy of EPF & ESIC registration certificate.
- i) Copy of Labour license.
- j) Copy of PAN Card.
- k) Copy of GST Registration.
- l) Copy of solvency certificate.

II. Financial Bid

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

**Superintending Engineer
AIIMS, Jodhpur**

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR**TENDER NOTICE NO: AIIMS-JDH/SE/2022-23/02****(On company / firm's letterhead)**

Percentage Rate Bid for works:

Tender for Comprehensive Maintenance of Civil & Electrical part of all the buildings of Hospital Complex, College Complex, Auditorium and Residential Complex at AIIMS, Jodhpur.**T E N D E R**

I/We have read and examined the notice inviting tender, all the Annexures, specifications applicable, General rules and directions, General Conditions, Conditions of Contract, Supply of Material, Additional Conditions, Financial Bid and all 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 ₹ 12,33,484/- (**Rupees Twelve Lakh Thirty Three Thousand Four Hundred Eighty Four 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

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

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

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

- i. The contractor only quotes percentage above/below on the total amount of tender or any section/sub head of the tender.
 - ii. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work.
 - iii. In case the lowest tendered amount i.e. amount worked on the basis of percentage above/below on the estimated cost of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender.
5. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Director, AIIMS- Jodhpur by Engineer-in-charge of work & the lowest contractors those have quoted equal amount of their tenders.
 6. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.
 7. Contractor(s), refuse to work as per tender conditions shall not be allowed to participate in the re-tendering process of the work and the institute will recommend to the departments / PSU with their registrations for cancelling the same.
 8. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

9. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
10. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
11. In case of Percentage Rate Tenders only percentage quoted shall be considered and only in BoQ (in MS excel format) *attached separately*. Any rate quoted anywhere else in technical bid or any other form shall not be considered and in such event the tender submitted shall summarily rejected.
12. The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
13. The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 3% (three percent) of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. GST shall be paid by the contractor and it will be reimbursed to him as applicable at the time of payment by AIIMS- Jodhpur against the GST invoice submitted by the contractor with respective running bills.
16. The tender for the work shall not be witnessed by a contractor or a contractor who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
17. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Engineer-In-charge of work may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Superintending Engineer
AIIMS, Jodhpur

GENERAL CONDITIONS OF CONTRACT

Definitions

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, AIIMS- Jodhpur and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

1. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The Site shall mean AIIMS- Jodhpur on, into or through which work is to be executed under the contract or any adjacent land, path or street or building through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The Competent Authority means the Director, AIIMS- Jodhpur and his successors.
 - (v) The Engineer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Director, AIIMS- Jodhpur as mentioned in Performa of Schedule hereunder.
 - (vi) Government or Government of India shall mean the Director, AIIMS- Jodhpur. Accepting Authority shall mean the authority mentioned in Performa of Schedule.
 - (vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Performa of Schedule to cover, all overheads and profits.
 - (viii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Performa of Schedule hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - (ix) Department means AIIMS- Jodhpur which invites tenders on behalf of Director, AIIMS- Jodhpur as specified in Performa of Schedule.
 - (x) District specifications mean the specifications followed by the CPWD/State Government/ BIS and as instructed by Engineer-In-Charge of the work.
 - (xi) Tendered value means the value of the entire work as stipulated in the letter of award.
 - (xii) Date of commencement of work: The date of commencement of work shall be the date of start as specified in Performa of Schedule or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance: -

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

Works to be carried out: -

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors:-

6. The several documents forming the Contract are to be taken as mutually explanatory of one another-
- 6.1 In the case of discrepancy between the BoQ, Specification etc., the following order of preference shall be observed:-
 - (i) Description of BoQ.
 - (ii) Particular Specifications, Special Conditions & Additional Conditions, if any.
 - (iii) CPWD Specifications.
 - (iv) Indian Standard Specifications of B.I.S.

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

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

Signing of Contract:-

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

Superintending Engineer
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CLAUSES OF CONTRACT

CLAUSE 1

- (i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Performa of Schedule 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 Bank Guarantee of 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 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion 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 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 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 President of India.

CLAUSE 1 A

Recovery of Security Deposit: -

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

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by

reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in the same mentioned details (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

CLAUSE 2

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 individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed

or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

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

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

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

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

contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3

In case, the work cannot be started due to reasons not within the control of the contractor and justified by the Director, AIIMS- Jodhpur, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days.

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

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

CLAUSE-4

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

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

the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay: -

The time allowed for execution of the Works as specified in the 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 If the work(s) be delayed by: -

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of Government to supply or
- (vii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Performa of Schedule but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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 a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing

three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

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

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

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

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

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

CLAUSE 6A

Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done

during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Office of Superintending Engineer, AIIMS- Jodhpur. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill..

CLAUSE 7

In case main contractor fails to make the payment to the contractor/supplier 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/supplier associated 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 from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 8

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish 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 cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this

clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 9

(Payment of final bill)

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

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

CLAUSE 10

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

If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the contract without any action, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of updated stipulated date of completion.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Performa of Schedule, of the value of work done during that period and the increase in labour shall be considered on the minimum daily wages in rupees of all Skilled, Semi-skilled and unskilled labour, fixed under any law, statutory rule or order.

CLAUSE 11

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to instructions in writing/verbal 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 tender document, BoQ, specifications 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, safety equipments including for measurements and supervision of all works and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is

specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

Deviation/Variations Extent and Pricing

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

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

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

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

12.2 . Deviation, Deviated Quantities, Pricing

For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration: In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

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

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

12.3. 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.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, wage books and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

Clause 14

Carrying out part work at risk & cost of contractor

If contractor:

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

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

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer- in-Charge without invoking action under preceding clauses 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, plant, implements, stores, etc., thereon; and/or

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

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

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

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

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any

materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15

Suspension of Work

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

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

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

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

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

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

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

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

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

CLAUSE 15 A

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

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

CLAUSE 16

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work to the Director AIIMS, Jodhpur or his subordinate officers or the officers of the organization that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in 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 to Supply Tools & Plants, Safety equipment & Tools etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants required for site at work. 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 additional manpower 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 18**Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the

compensation so paid; and, without prejudice to the rights of the Government under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

CLAUSE 18 A

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Ministry of Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government. The Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

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

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

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

CLAUSE 19A

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

CLAUSE 19 B

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the Minimum Wages (Central) or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his subcontractors in connection with the said work, as if the labour had been immediately employed by him.

- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government of India from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labour directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162) MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (iv) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (v) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vi) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (vii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (viii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. / Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

1. Leave:

- (I) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (II) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay:

In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19E

In the event of the contractor(s) committing a default or breach of any of the provisions of the Government of India, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said

Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the

contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19F

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

CLAUSE 19G

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineering- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

CLAUSE 19H

Contribution of EPF and ESI

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

CLAUSE 20

Minimum wages Act to be complied with:

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

CLAUSE 21

Work not to be sublet. Action in case of solvency

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

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

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated

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

CLAUSE 24

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

CLAUSE 25

Settlement of Disputes & Arbitration

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

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

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

such dispute and giving reference to the rejection of his disputes by the Director AIIMS, Jodhpur. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

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

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

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

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

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

CLAUSE 26**Contractor to indemnify Govt. against Patent Rights**

The contractor shall fully indemnify and keep indemnified the 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 President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27**Lump sum Provisions in Tender**

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

CLAUSE 28**Action where no Specifications are specified**

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

CLAUSE 29**Withholding and lien in respect of sum due from contractor**

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

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

account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise

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

CLAUSE 29A

Lien in respect of claims in other Contracts

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

CLAUSE 30

Return of Surplus materials

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

CLAUSE 31**Hire of Plant & Machinery**

- (i) The contractor shall arrange at his own expense all tools, plant, machinery & equipment (hereinafter referred to as T&P) and safety equipments / tools required for execution of the work except for the Plant & Machinery listed in Annexure-A and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- (ii) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Superintending Engineer shall be final and binding on the contractor.
- (iii) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- (iv) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.
- (v) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the institute and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- (vi) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (vii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Government plant and machinery in question have, in fact, remained idle with the contractor because of the suspension

- (viii) In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Performa of Schedule and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not

discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

CLAUSE 33

Levy/Taxes payable by Contractor

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

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

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

CLAUSE 34

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

(i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 35**Termination of Contract on death of contractor**

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

CLAUSE 36**If relative working in AIIMS, Jodhpur then the contractor not allowed tendering**

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 Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the AIIMS, Jodhpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. 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 37**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 38**Return of material & recovery for excess material issued.**

- (i) After completion of the work and also at any intermediate stage in the event of no reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:
 - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately. Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (c) For any other material as per actual requirements.

- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 39

Compensation during warlike situations

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

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

(b) for any material etc. not on the 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 40

Apprentices Act provisions to be complied with Act 1961

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

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

CLAUSE 41**Release of Security deposit after labour clearance**

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is completed, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

**Superintending Engineer
AIIMS, Jodhpur**

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

To,
The Director & CEO,
All India Institute of Medical Sciences,
Jodhpur

Dear Sir,

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

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

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

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

Statement of claims with amount of claims.

Yours faithfully,
(Signatures)

Copy in duplicate to:

1. Superintending Engineer, AIIMS, Jodhpur

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

SCHEDULE 'A'

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

SCHEDULE 'B'

N.A.

SCHEDULE 'C'

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

SCHEDULE 'D'Extra schedule for specific requirements/documentsNIL.....
for the work, if any**SCHEDULE 'E'**Reference to General Conditions of contract **General Conditions of Contracts 2014 (amended up to CON-292)**

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

- | | |
|-----------------------------|---------------------------------------|
| i. Estimated cost of work : | ₹ 6,16,74,194/- |
| ii. Earnest Money Deposit: | ₹ 12,33,484/- (@2% of estimated cost) |
| iii. Performance Guarantee | 3% of contract value |
| iv. Security Deposit | 5% of contract value |

SCHEDULE 'F'**General Rules & Directions :**Officer inviting tender **Superintending Engineer, AIIMS, Jodhpur****Definitions:**

- | | |
|--|--|
| (v) Engineer-in-Charge | Superintending Engineer AIIMS, Jodhpur |
| (viii) Accepting Authority | Director, AIIMS, Jodhpur |
| 2(x) Percentage on cost of materials and labour to cover all overheads and profits | As per BOQ |
| 2(xi) Standard Schedule of Rates | DSR-2018 / DSR-2021 with latest cost index / prevailing market |
| 2(xii) Department | <u>AIIMS, JODHPUR</u> |
| 9(ii) Standard CPWD contract Form GCC 2014 CPWD form 7/8 | modified & corrected upto CON 292 |

Clause 1

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

Clause 2

Authority for fixing compensation under Clause 2 NA

Clause 2A

Whether Clause 2A shall applicable NA

Clause 5

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

Authority to decide:

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

Clause 6, 6A

Clause applicable – (6 or 6A) 6A

Clause 7

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

Clause 10A

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

Clause 10B (ii)

Whether clauses 10B (ii) shall applicable NA

Clause 10C

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

CLAUSE 10 CC

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

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

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

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

Clause 11

Specification to be followed for execution of work

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

Clause 12

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

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

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

.....NA.....

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

.....NA.....

Clause 16

Competent Authority for deciding reduced rates

The Director, AIIMS Jodhpur

Clause 18

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

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

Clause 25

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

**Superintending Engineer
AIIMS, Jodhpur**

SEPCIAL CONDITIONS OF CONTRACT**Tender for comprehensive maintenance of civil & electrical part of all the buildings of hospital complex, college complex, auditorium and residential complex at AIIMS, Jodhpur**

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

**Superintending Engineer
AIIMS, Jodhpur**

ADDITIONAL CONDITIONS OF CONTRACT

(A) CONDITIONS FOR Civil, E&M and WORKS

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

16. All required register will be issued by Engineer-in-charge duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
17. The contractor will have to arrange all the required Computer, furniture etc. at his own cost pertaining to his job and he will take all these things back only after the expiry of the agreement for which nothing extra shall be paid.
18. The contractor shall take immediate action to attend any complaint assigned to him through site order book/verbal instructions from Engineer-in-charge or on telephones from occupants. In all cases he shall attend the complaints in the specified duration as mentioned below: -
 - (a) **Emergent complaints-** Complaints of emergent nature of plumbing and electrical system like no water drain blocked etc. shall have to be attended immediately within 6 hours.
 - (b) **Normal complaints-** Complaints relating to the trades of mason, carpenter / painter shall have to be attended within 72 hours.

In case of failure to meet these deadlines a lump sum amount of ₹. 1,000/- (Rupees One thousand only) per complaint per day will be recovered from RA bills. One default shall be treated as one complaint. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor as per Clause 14 of Conditions of Contract.

19. **The personnel and laborers engaged by the contractor under this contract shall wear neat and clean uniforms as approved by the Engineer-in-charge along with name badges. An identity card duly countersigned by Engineer-in-charge or his representative shall be issued to each personnel by the contractor to have proper identifications. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.**
20. The Contractor's supervisor who is present at the site round the clock in shifts on all working days shall carry mobile telephone(s) to enable the Engineer-in-charge to have easy and quick communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation.
21. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
22. All T&P, Scaffoldings, Instruments/Meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor including welding machine, drill machine (hammer & carpentry), tong tester, earth tester, insulation tester, grinding / cutting machine (Stone & wood) etc. along with all the consumable accessories in sufficient number as required.
23. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
24. For the Purpose of categorization of staff as skilled, semi-skilled and unskilled, the Beldars shall be taken as unskilled, the Lift operator shall be taken as semi-skilled and the Mason/Plumber/Welder/ Electrician/ Wireman/ Pump operator and carpenter shall be taken as skilled.
The recruitment of all contractor's staff and increased or reduction of staff should be as per actual necessity at site only after prior approval of Engineer-In-Charge.
25. All dismantled material will be removed from site by contractor after verification of measurement of the same by Junior Engineer (J.E).
26. 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.
27. 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.

28. GST as applicable shall be paid to the contractor on production of GST invoice along with RA Bills.
29. Chases, Holes and Drilling works etc. shall be done using power operated tools.
30. 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.
31. Each worker shall maintain a complaint diary and get the feedback recorded from the allottee's regarding attending the complaint. In case, it is found that the complaint has been attended unsatisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the Engineer-in-Charge or his representative on daily basis.
32. The contractor or his supervisor at the service center shall maintain complaint register for recording the complaints.
33. Required Space will be handed over to the contractor free of cost by the department; for receiving the complaints and for the engineer engaged by him.
34. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
35. Operations in which assistance shall be provided by the agency to AIIMS, Jodhpur: -
 - a. Assistance for occupation and vacation for the quarters.
 - b. Assisting the department in detection of unauthorized encroachments in the area being maintained.
 - c. Informing to the AIIMS engineers regarding the failure in any service being provided by other departments, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body / department for rectification.
36. 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.
37. Vacant Flats/Bungalows/Rooms shall be kept locked by the contractor at his cost will not be allowed to be occupied or used by him/his staff/his workers. The watch & ward of the vacant Flats/Bungalows shall be the responsibility of the agency nothing shall be paid on this account. In case any quarter has been found to be occupied unauthorized, a compensation @ ₹.1500/- (Rupees One Thousand Five Hundred Only) per day per quarter shall be levied and the contractor will also be liable for action for loss caused due to theft or any other cause.
38. Stores & bins as available shall be handed over to the contractor for storing the material.
39. The contractor will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer-in-charge of the work. In case of absence of any staff, recovery shall have made at the following rates:
 - i. Skilled labour @ ₹.1,000/- per day per person.
 - ii. Semi-skilled labour @ ₹.800/- per day per person.
 - iii. Un-skilled labour @ ₹.700/- day per person.
 - iv. Transportation vehicle @ ₹.8000/- per day.

The monthly running bills of contractor will be proceeding after submission of monthly ESI and PF deposition proof/ Challans only.

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

payments for the claims from the Insurance Companies. Should the Client suffer any losses and/or damages in connection with the works and the Contractor is unable or unwilling to get such losses and/or damages recompensed by the insurance companies, the Client shall recover the amounts in respect of such losses and/or damages from the Contractor by way of deductions made from any money that may be payable or that may become payable to the Contractor.

- c) Irrespective of whether the Insurance Policies referred under sub-clause above are taken by the Contractor or not and whether the Policies are kept valid or not notwithstanding anything stated in the sub-clause as above of this clause, the Contractor shall indemnify the Client from all the compensations and claims that may arise due to loss and damages to the works, materials equipment, persons and properties on account of Contractor's operations at site during the period and also Defects Liability period and the Contractor shall be responsible, liable and bound to the Client to compensate or make good or replace the loss or damage arising out of any whatsoever as directed by the Client.
51. **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.
52. **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.
53. **Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on the both parties. Further, may refer Clause- 25 of GCC.
54. **Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing. Further, may refer Clause- 25 of GCC.
55. **Guidelines issued by Hon'ble National Green Tribunal** in O.A. No. 21 of 2015 and O.A. No.95 of 2014 in the matter of Vardhaman Kaushik V/s. Union of India & other and Sanjay Kulshreshtha V/s Union of India & ORS: Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders. Further, may refer Clause- 25 of GCC.
56. Electrician, Mechanic (E&M), Mechanic (AC&R), Pump Operator, Wireman, Lift Operator etc. shall possess at least ITI certificate. Other staff shall also possess sufficient qualification & experience upto the satisfaction of Engineer-In-Charge.

(B) CONDITIONS FOR SUPPLY OF MATERIAL

1. The material shall be as per CPWD specifications with up to date correction slip and ISI specifications wherever mentioned and as per Annexure-II (**List of approved makes**).

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

Superintending Engineer
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ANNEXURE – I**List of T&P to be available at maintenance office / service center at AIIMS- Jodhpur site round the clock (24 hrs. x 365 days)**

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

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

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Annexure – II

APPROVED MAKE LIST FOR THE WORK

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

S. No.	Item Description	Make and Model
A. Items related to Electrical Work		
1.	Providing 46inch length LED 16/18 Watt tube rod with suitable driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	Philips/ Bajaj / Surya / Pyrotech / Wipro
2.	Providing 7 Watt LED lamp with suitable driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	Philips/ Bajaj / Surya/ Pyrotech
3.	Providing 9 Watt LED lamp with suitable driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	Philips/ Bajaj / Surya/ Pyrotech
4.	Providing High frequency electronic ballast for existing 9/11/13/18 Watt PL.	Philips/ Havells
5.	Providing energy efficient / energy saving direct fit (Retrofit) 14Watt LED light for existing holder / fixture as required.	Philips/ Anchor / Havells
6.	Providing energy efficient / energy saving direct fit (Retrofit) 7Watt LED light for existing holder / fixture as required.	Philips/ Anchor / Havells
7.	Providing bakelite unbreakable lamp/bulb holder for holding CFL, Bulb etc.	Philips/ Anchor / Havells
8.	Providing following type energy efficient / energy saving LED light as required.	Philips/ Anchor / Havells
A	36 Watt 2feet X 2feet LED recessed type	Philips/ Anchor / Havells
B	36 Watt 2feet X 2feet LED surface type	Philips/ Anchor / Havells
9.	Providing electronic driver suitable for 24/36Watt LED light	Philips/ Anchor / Havells
10.	Providing 5/6A piano type (basic model) switch on the existing switch box/ cover including connections etc. as required switch 5A	SSK
11.	Providing 15/16A piano type (basic model) switch on the existing switch box/ cover including connections etc. as required switch	SSK
12.	Providing 5pin 5Amp (basic model) socket outlet on the existing switch box/ cover including connections etc. as required	SSK
13.	Providing 6pin 15Amp (basic model) socket outlet on the existing switch box/ cover including connections etc. as required	SSK
14.	Providing modular switch (with indicator) on the existing modular plate & switch box including all accessories as required	NorthWest / SSK / Legrand
A	15/16Amps	
15.	Providing modular socket outlet on the existing modular plate & switch box including all accessories as required-	NorthWest / SSK / Legrand
A	6/13Amps (Universal type)	SSK EL
16.	Providing stepped type electronic fan regulator on the existing modular plate switch box	North-West
17.	Providing modular switch on the existing modular plate & switch box including all accessories as required-	North-West
A	Modular switch 5A	Cat. No. M0110
B	Modular switch 16A	Cat. No. M0110Z
18.	Providing modular socket outlet on the existing modular plate & switch box including all accessories as required-	NorthWest
A	Modular socket 5A	Cat. No. M1212
B	Modular socket 16A	Cat. No. M1212Z
19.	Providing stepped type electronic fan regulator on the existing modular plate switch box	North-West Cat No. M1800
20.	Supplying following Modular base & cover plate on	NorthWest / SSK /

	existing modular metal boxes etc. as required.	Legrand
A.	Modular base & cover plate for 2 module	
B.	Modular base & cover plate for 3 module	
C.	Modular base & cover plate for 6 module	
21.	Supplying following Modular base & cover plate on existing modular metal boxes etc. as required.	NorthWest / SSK / Legrand
A.	Modular PVC box for 2 module	
B.	Modular PVC box for 3 module	
C.	Modular PVC box for 6 module	
22.	Providing socket size flush type 120/280 watt rotary 5 step fan regulator	SSK EL
23.	Providing piano type bell push / one way switch on the existing switch box/ cover	SSK EL
24.	Providing ISI marked 16Amp bakelite unbreakable 3 pin plug top including all accessories as required.	Anchor/ Cona/ Vinay
25.	Providing ISI marked 6Amp bakelite unbreakable 3 pin plug top including all accessories as required.	Anchor/ Cona/ Vinay
26.	Supplying following rating "C" curve, 10kA / 16KA breaking capacity "AC" MCB with positive isolation of breaking capacity not less than 10 KA (B/ C/ D tripping characteristic) ISI marked IS 8828(1996)]/ conforming to IEC 60898 in existing board/sheets Miniature Circuit Breaker suitable for inductive load of following poles in the existing MCB DB etc. as required.	Schneider/ Legrand/ ABB/ L&T/ Havells / C&S
A	Four Pole, 100Amps, 415 volts, MCB	
B	Four Pole, 63Amps, 415 volts, MCB	
C	Four Pole, 40Amps, 415 volts, MCB	
D	Double Pole, 63Amps, 240 volts, MCB	
E	Double Pole, 40Amps, 240 volts, MCB	
F	Double Pole 32Amps, 240 volts, MCB	
G	Single Pole, 6A, 240 volts, MCB	
H	Single Pole, 10A, 240 volts, MCB	
I	Single Pole, 16A, 240 volts, MCB	
J	Single Pole, 25A, 240 volts, MCB	
K	Single Pole, 32A, 240 volts, MCB	
27.	Providing following rating quick make and quick break current limiting MCCB at 440/415 V, 50 Hz; O/L & S/C settings and conforming to IS 60947-2 / IEC 60947-2 with front face and centralized adjustable, line load interchangeability, having positive isolation capability, provision for UVR , shunt trip , earth fault trip, push (test) to trip etc. in the existing MCB DB etc. as required..	Schneider/ Legrand/ ABB/ L&T/ Havells / C&S /Merlin Gerin
A	4 pole (TP+N) MCCB,125A,36KA	
B	4 pole (TP+N) MCCB, 250A,36KA	
C	4 pole (TP+N) MCCB, 400A, 50KA	
D	3 Pole (TP), MCCB, 630Amp, 50kA	
28.	Providing running capacitor of 230V/ 275V, 50Hz rating of 2.5/ 2.8 mfD as required.	Usha/ Punsumi/ Priya/ Capital/ JEC/ AMCAP/ CONCAP
29.	Providing fan ball bearing 6201 1Z	SKF/ NBC
30.	Providing fan ball bearing 6202 1Z	SKF/ NBC
31.	Providing 1.5 sqmm, ISI marked, FRLS PVC insulated, single core copper conductor cable	PolyCab/ Finolex/ RR Kable
32.	Providing 2.5 sqmm ISI marked, FRLS PVC insulated, single core copper conductor cable	PolyCab/ Finolex/ RR Kable
33.	Providing 4.0 sqmm ISI marked, FRLS PVC insulated, single core copper conductor cable	PolyCab/ Finolex/ RR Kable
34.	Providing 6.0 sqmm ISI marked, FRLS PVC insulated, single core copper conductor cable	PolyCab/ Finolex/ RR Kable
35.	Providing P.V.C. insulated & P.V.C. sheathed cable of 1.1kV grade with Copper conductor of IS:1554 P-I / IS :7098 P-I as required of following size-	PolyCab/ Finolex/ RR Kable
A	3Cx 1.5 sqmm ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	PolyCab/ Finolex/ RR Kable
B	3Cx2.5 sqmm ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	PolyCab/ Finolex/ RR Kable
C	4Cx16sqmm, ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	PolyCab/ Finolex/ RR Kable

D	4Cx25sqmm, ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable	PolyCab/ Finolex/ RR Kable
36.	Providing Aluminium ring / pin type lug for cable of following sizes-	Comex/Comed
A	16 sqmm	
B	25 sqmm	
C	50 sqmm	
D	95 sqmm	
E	120 sqmm	
F	150 sqmm	
G	185 sqmm	Comex/Comed
37.	Providing Copper ring / pin type lug for cable of following sizes-	
A	1.5 sqmm	
B	2.5 sqmm	
C	4.0 sqmm	
D	6.0 sqmm	
E	16 sqmm	
F	25 sqmm	Philips/ Bajaj/ Surya
38.	Providing vacuum pressure impregnated copper ballast suitable for existing 70Watt Metal halide lamp fitting.	
39.	Providing 70Watt, Metal Halide lamp in existing fitting.	
40.	Providing High frequency electronic ballast for existing 1x150Watt Metal Halide light fitting	
41.	Providing Normal / High Output High pressure 150Watt Metal halide lamp	
42.	Providing electronic ignitor suitable for Metal halide lamp in existing 70W/150W/250W/400W light fitting	
43.	Providing Normal / High Output High pressure sodium vapour/ Metal halide / Halogen lamp as required.	
	Metal halide lamp single ended tubular	
A	250 Watt	
B	400 Watt	
44.	Providing vacuum pressure impregnated copper ballast suitable for HPMV / HPSV / Metal halide lamp luminaire as required.	
	HPSV/Metal halide lamp	
A	250 Watt	
B	400 Watt	
45.	Providing Capacitors for power factor improvement in existing HPSV/ HPMV/ Metal halide lamp fixture as required.	
A	15 mfd	
B	20 mfd	CG / Bajaj / Wipro / GE / Surya / Havell's
46.	P & F of IP 65 / IP66 protected High Power LED Flood Light system with extruded aluminium housing, toughened glass diffuser with suitable lenses on LED to acheive various beam angles, 240V, 50Hz - High Power LED lamps supplied with pre-wired cable of 1 mtr. Integrated Driver shall be high efficiency having efficiency > 85% and in compliance to IEC standards. System life of 25,000 Burning Hours with 70% of initial Lumens maintained. Light output in Cool white or Warm White Colour as per engineers choice. Fixtures shall be CE and compliance	
A	High Power LED Flood Light 90W	
B	High Power LED Flood Light 120W	
C	200 Watt Sports light	
47.	Providing following size heavy duty PVC conduits & bend	BEC / AKG / Precision / Polycab
A	25 mm dia., ISI marked, PVC conduit	
B	32 mm dia. ISI marked, PVC conduit	
C	25 mm PVC bends	
D	32 mm PVC bends	BEC / AKG / Precision / Polycab
48.	Proving following sizes ISI marked (IS: 14927 P - II) PVC casing capping.	
A	25mmX12mm sizes	
B	32mmX12mm sizes	Rainbow / Ceat
49.	Providing 1.1kV grade, ISI marked, electrical insulating tap roll of size: 18mmX9mtrX.125mm	
50.	Providing 1.1kV grade, ISI marked, water proof electrical insulating tap roll of	Ceat

	size: 18mmX20mtrs.	
51.	Providing 11kV grade, ISI marked, HT electrical insulating tap roll of size: 18mmX20mtrs.	Ceat
52.	Providing ISI marked ding dong/musical chime bell suitable for 230Volt and all required accessories as required.	Anchor/ Cona/ Vinay
53.	Providing LT panel contractors of following ratings for the existing LT panels and all required accessories as required-	Any ISI mark
	Upto 63 Amps	
A	Red	
B	Yellow	
C	Blue	
D	Black	
	Upto 250 Amps	
A	Red	
B	Yellow	
C	Blue	
D	Black	
54.	Providing din bar for following rating distribution boards as required-	Any ISI mark
A	For 4 way TPN, Double door Vertical DB	
B	For 4 way TPN, Double door Horizontal DB	
C	For 6 way SPN distribution board	
55.	Rewinding of ceiling fan motor (starting and running winding) including all necessary material. The motor is to be wound taking no. of coils, turns and pitch as it was originally wound with required size super enameled wire with 'E' class insulation material and making connections etc. as required. (New model ceiling fan)	N.A.
A	900/1200 mm sweep (New model ceiling fan)	
B	1400 mm sweep (New model ceiling fan)	
56.	Rewinding of Heavy duty Exhaust fan motor including all necessary material, The motor is to be wound taking no. of coils, turns and pitch as it was originally wound with required size super enameled wire with 'E' class insulation material and making connections etc. as required.	N.A.
A	300/ 380 mm sweep	
B	450 mm	
C	600 mm sweep	
57.	Rewinding of single phase motor of 1400 RPM including all necessary material and of the same characteristics as original with required size of super enameled wire 'E' class insulation material and testing etc. as required.	N.A.
A	2.0 H.P.	
58.	Rewinding of three phase squirrel cage induction motor of 1400 to 2800 RPM including all necessary material and of the same characteristics as original with required size of super enameled wire 'E' class insulation material and testing etc. as required.	N.A.
A	3.0 H.P.	
B	5.0 H.P.	
C	10 H.P.	
D	12.5 H.P.	
E	15.0 H.P.	
B. Items related to Air-conditioning work		
59.	Supplying following rating compressor gas as required.	Godrej or equivalent
A.	R-22 gas (in pressurized cane)	
B.	R-134 gas (in pressurized cane)	
C.	R-410	
D.	R-32	
E.	R-600A (in pressurized cane)	
F.	R-404A	
60.	Supplying LPG welding can as required etc. as required -230 gm or more	
61.	Supplying Copper brazing bar as required (Round) etc. as required - 20 gm & more each.	
62.	Supplying of Interconnecting refrigerant pipe of thickness as per specifications- Heavy Gauge	Totaline/ Papiwal

A	6.35 mm	
B	9.53 mm	
C	12.7 mm	
D	15.88 mm	
63.	Supplying ISI Marked Compressor Fan motor with blade etc. compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	Any ISI make
64.	Supplying overload protection contactor for Air conditioner as required	
65.	Supplying Indoor fan motor etc. compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	
66.	Supplying Remote compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	
67.	Supplying Display set (Complete Assembly Including Sensor) compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	
68.	Supplying Compressor of following rating etc. as required	Emerson or any similar make as per site requirement
A	1.0 ton	
B	1.5 ton	
C	2 ton	
69.	Supplying Capacitor etc. as required (15 to 60 mfd) -Running	Any ISI make
70.	Supplying Capacitor etc. as required (35 to 60 mfd)-Running	Any ISI make
71.	Supplying Infrared sensor etc. as required.	Any ISI make
72.	Supplying Hard rigid PVC (20/25mm) drain piping etc. as required.	
73.	Supplying Fan Motor for Air Conditioner and water cooler, make-Marathon as required	Marathon
74.	Supplying blades for Air Conditioner, as required	As required
75.	Supplying 12 inch blades for water cooler as required	As required
76.	Supplying 5 watt condenser fan motor & blades for water cooler as required	As required
77.	Supplying 1/35 HP water cooler fan motor & blades as required	As required
78.	Supplying overload protection relay etc. for Refrigerator as required	As required
79.	Supplying OLP etc. for water cooler as required	As required
80.	Supplying Thermostat for Water cooler as required.	Godrej / Whirlpool
81.	Supplying Thermostat for Refrigerator as required	As required
82.	Repairing of PCB of Air Conditioner as required	As required
83.	Repairing of PCB of Refrigerator as required	As required
84.	Supplying Condensor Coil of Air Conditioner as required	As required
85.	Supplying Condensor Coil of water cooler as required	As required
86.	Supplying Condensor Coil of Refrigerator as required	As required
87.	Supplying Air Conditioner indoor Swing motor as required	As required
88.	Supplying Air Conditioner indoor Blower motor as required	As required
89.	Supplying Dryer for Refrigerator as required	As required
90.	Supplying Capillary for Refrigerator 0.36 mm as required	As required
91.	Supplying Freezer box for Refrigerator as required	As required
92.	Supplying accessories of water cooler - Elbow 3/8" x 1/4", T 3/8" x 1/4", socket 3/8" x 1/4" as required	As required
93.	Supplying Pipe/Tube Roll 3/8" for water cooler as required	As required
94.	Supplying Pipe/Tube Roll 1/4" for water cooler as required	As required
95.	Supplying Ball valve set for water cooler as required	As required
96.	Supplying of Defrost sensor for Refrigerator as required	As required
97.	Supplying of NRV as required	As required
98.	Supplying Heating element 3-phase for Solar water heater 15kW	As required
99.	Supplying Air Release Valve for Solar water heater system	As required
100.	Supplying Recirculation Pump (0.25 HP- 1 HP)	Kirloskar / Johnson or equivalent
C. Items related to Fire Alarm System		
101.	Supplying Response indicator for existing surface/recessed MS Box having two LED's metallic covers complete with all connections compatible with existing installation.	Notifier (Honeywell)
102.	Supplying heat detectors of electronic rate of rise cum fixed temperature (Dual Thermistor) type and compatible with existing installation.	Notifier (Honeywell)
103.	Supplying Addressable Smoke Detector with built-in LED, with all connection and compatible with existing installation	Notifier (Honeywell)

104.	Supplying Fault Isolator complete with base compatible with existing installation	Notifier (Honeywell)
105.	Supplying Addressable fire control module(FCM) compatible with existing installation.	Notifier (Honeywell)
106.	Supplying Push-In-Pull down type Manual call Point (MCP) compatible with existing installation.	Notifier (Honeywell)
D. Items related to Plumbing work		
107.	Semi Rigid PVC waste pipe for sink and wash basin 32mm dia. with length not less than 700 mm i/c PVC waste fittings.	Any ISI Marked Heavy
108.	Flexible (coil shaped) PVC waste pipe for sink and washbasin 32 mm dia. with length not less than 700 mm l/c PVC waste fittings	Any ISI Marked Heavy
109.	15 mm PTMT bib cock	Prayag/ Prince/ India/ Symet
110.	CP Brass Bib cock MARC 15mm. (MOR-1020)	Jaguar/ Marc/ Kingston/ Soma/ Hindware
111.	CP Brass Bib cock long body 15mm (MARC MOR-1030)	Prayag/ Prince/ India/ Symet
112.	PTMT Bib cock long body 15mm (MARC MOR-1030)	Hindware/ Jaguar/ Marc/ Kingston/Soma
113.	CP Brass Angle valve 15mm (MOR-1060A)	Hindware/Jaguar/Marc/Kingston/Soma
114.	CP Brass Central hole basin mixer with braided (MARC)(MOR-1100)	Hindware/Jaguar/Marc/Kingston/Soma
115.	CP Brass Wall mixer non telephonic type (MARC)(MOR-1120)	Hindware/Jaguar/Marc/Kingston/Soma
116.	CP Brass Overhead shower with arm (MOR-1240 +MSR1050)	Hindware/Jaguar/Marc/Kingston/Soma
117.	CP Brass Bib cock two-in-one (MOR-1380)	Hindware/Jaguar/Marc/Kingston/Soma
118.	CP Brass Health faucet (MARC/MAC-3050)	Hindware/Jaguar/Marc/Kingston/Soma
119.	CP Brass Sink Mixer (MOR 1160)	Hindware/Jaguar/Marc/Kingston/Soma
120.	CP Brass Bottle trap MARC cat no-MAC 3010	Hindware/Jaguar/Marc/Kingston/Soma
121.	CP Extension nipple 1.5"X15mm	Any ISI Marked Heavy
122.	PTMT Swan Neck 15 mm	Prince/India/ Symet
123.	Jet Spray with 1.5 meter tube	Prince/India/ Symet
124.	G.I. Elbow	
	(a) 15mm nominal bore	
	(b) 20mm nominal bore	
125.	G.I. Nipple 15 mm nominal bore	
A	(a) 50mm long	
B	(b) 75mm long	
C	(c) 100mm long	
D	(d) 150mm long	
126.	G.I. Nipple 25 mm nominal bore	
A	(a) 50mm long	
B	(b) 75mm long	
C	(c) 100mm long	
127.	PTMT Ball Cock complete with Epoxy Coated Aluminum Rod & H.D. Ball	
A	(a) 15mm nominal bore	Prince/India/ Symet
B	(b) 50mm nominal bore	
128.	G.I. Dead cap 15mm nominal bore	
129.	G.I. Socket	
A	(a) 15mm nominal bore	
B	(b) 20mm nominal bore	
130.	G.I. tees (equal) 15mm nominal bore	Any ISI Marked Heavy
131.	G.I. tees (equal) 20mm nominal bore	
132.	CP Extension nipple 2"X15mm	
133.	M-Seal	
134.	PVC connection washer	

135.	Saifon washer	
136.	PVC connection pipe 24"	
137.	PVC connection pipe 36"	
138.	Brass ball set washer	
139.	X nipple 15mm	
140.	X Nipple 25 mm	
141.	Full way valve 25mm	Zoloto/Leader/Sant/ Kirkosker
142.	G.I. dead plug 25 mm	
143.	G.I. Tank nipple 25 mm	
144.	G.I. Union 25 mm	
145.	G.I. socket 25 mm	
146.	G.I. Tee 25 mm	
147.	G.I. Elbow 25 mm	
148.	PTMT-Waste Coupling 32mm	
149.	Sink Coupling	
150.	Cistern Long Band	
151.	Cistern short band	
152.	PTMT Liquid Soap Container of 400 ml capacity each 105.0	
153.	PTMT - Towel Ring 215x200x37 mm	
154.	PTMT - Towel Rail (450 mm long)	
155.	PTMT - Towel Rail (600 mm long)	
156.	PTMT Shelf 450x124x36 mm	
157.	PTMT Soap Dish/Holder 138x102x75 mm	
158.	P.T.M.T. Jali 4"	Prince/India/Symet/ Pragyag
159.	P.T.M.T. Jali 5"	
160.	CP P-TRAP JALI 4"	Any ISI Marked
161.	CP P-TRAP JALI 5"	
162.	Ball Valve 15 mm	
163.	Ball Valve 25 mm	
164.	Ball Valve 20mm	
165.	Ball valve 32 mm	
166.	Ball valve 40 mm	
167.	Ball Valve 50 mm	
168.	Bottle Trap ring	Any ISI Marked
169.	Dura Cell (AAA)	Duracell
170.	Wash Basin Mixture Body	Kingston/ Hindware/ L&K
171.	Urinal Connector	Jaguar/Robo/U-tecl
172.	Wash Basin Connector	Any ISI Marked
173.	CPVC 50 mm Elbow	
174.	CPVC 50 mm Socket	
175.	CPVC 50 mm Tee	
176.	CPVC 50 mm Pipe	
177.	CPVC 50 mm Union	
178.	CPVC 40 mm Elbow	
179.	CPVC 40 mm Socket	
180.	CPVC 40 mm Tee	
181.	CPVC 40 mm Union	
182.	CPVC 40 mm Pipe	
183.	CPVC 32 mm Pipe	
184.	CPVC 32 mm Elbow	
185.	CPVC 32 mm Tee	
186.	CPVC 32 mm Socket	
187.	CPVC 32 mm Union	
188.	CPVC 25 mm Pipe	
189.	CPVC 25 mm Elbow	
190.	CPVC 25 mm Socket	
191.	CPVC 25 mm Union	
192.	CPVC 25 mm Tee	
193.	CPVC 20 mm Elbow	Flowguard/ Astral / Supreme/ Apollo

194.	CPVC 20 mm Socket	
195.	CPVC 20 mm Tee	
196.	CPVC 20 mm Brass Tee	
197.	Doctor Tap for scrub station	
198.	CPVC 20 mm Pipe	
199.	CPVC 20 mm Brass Elbow	
200.	CPVC 20 mm Union	
201.	CPVC 20 mm FTA	
202.	CPVC 20 mm MTA	
203.	CPVC 20 mm Dead Cap	
204.	CPVC 15 mm Elbow	
205.	CPVC 15 mm Socket	
206.	CPVC 15 mm Pipe	
207.	CPVC 15 mm Brass Elbow	
208.	CPVC 15 mm Union	
209.	CPVC 15 mm FTA	
210.	CPVC 15 mm MTA	
211.	CPVC 15 mm Dead Cap	
212.	CPVC Solvent	
213.	PVC Connection Pipe Mixture	Any ISI Marked Heavy
214.	PVC Flush Tank Knob Set	
215.	Teflon Tape	Any ISI Marked
216.	Wooden Screw 50 mm	
217.	Wooden Screw 32 mm	
218.	Wooden Screw 40 mm	
219.	Wooden Screw 65 mm	
220.	Wooden Screw 75 mm	
221.	PVC rawl plug - 6mm	
222.	PVC rawl plug -8mm	Flowguard/ Astral/Supreme/Apollo
223.	CPVC Reducer Socket 20 X 25 mm	
224.	CPVC Reducer Socket 15 X 20 mm	ISI Marked
225.	Syphon set (Medium quality)	
226.	Cistern ball set	Flowguard/ Astral/Supreme/Apollo
227.	Syphon set (high quality)	
228.	CPVC Reducer Tee 50x25mm	
229.	CPVC Reducer Tee 25x20mm	
230.	CPVC Reducer Tee 20x15mm	
231.	CPVC Reducer Socket 50x25mm	
232.	MTA Brass 20x15mm	
233.	MTA Brass 25mm	
234.	MTA Brass 50mm	
235.	FTA Brass 25mm	
236.	FTA Brass 20x15mm	
237.	FTA Brass 50mm	
238.	FTA 25mm	
239.	FTA 20x15mm	
240.	FTA 20mm	
241.	FTA 50mm	
242.	MTA 25mm	
243.	MTA 20x15mm	
244.	MTA 20mm	
245.	MTA 50mm	
246.	Push Cock for water coolers	
247.	SS Screw 50 mm	
248.	SS Screw 32 mm	
249.	SS Screw 40 mm	
250.	SS Screw 65 mm	
251.	SS Screw 75 mm	
252.	GI Union 50mm	
253.	GI Tank connection fitting - 50mm	

254.	Gate Valve - 50mm (Full Way)	Zolto/Leader/San
255.	Drip Seal	
256.	15 mm GI Pipe B Class	
257.	20 mm GI Pipe B Class	
258.	25 mm GI Pipe B Class	
259.	32 mm GI Pipe B Class	
260.	G.I. Nipple - 50 mm	Any ISI Marked
a	50 mm (Length)	
b	80 mm (Length)	
c	100 mm (Length)	
d	125 mm (Length)	
e	150 mm (Length)	
261.	GI Union -32 mm	
262.	GI Tank connection fitting - 32mm	
263.	G.I. Nipple -32 mm	
a	50 mm (Length)	
b	80 mm (Length)	
c	100 mm (Length)	
d	125 mm (Length)	
e	150 mm (Length)	
264.	D.I Jointer	
A	90 mm	
B	110 mm	
C	140 mm	
D	160 mm	
265.	GI Reducer Tee	
A	50 x 25 mm	
B	32 x 15 mm	
C	25 x 15 mm	
266.	GI Reducer Socket	
A	50 x 25 mm	
B	32 x 25 mm	
C	25 x 15 mm	
267.	GI Reducer Elbow	
A	50 x 25 mm	
B	32 x 25 mm	
C	25 x 15 mm	
268.	CPVC Reducer Elbow	
A	50 x 25 mm	
B	32 x 25 mm	
C	25 x 15 mm	
269.	CPVC Reducer Socket 25 X 15 mm	Flowguard/ Astral/Supreme/Apollo
270.	Polyethylene water storage tank with cover and suitable locking arrangement	Sintex/ Rotex/ Plasto/ Polycon
271.	Polyethylene water storage tank cover and suitable locking arrangement of 500 liter capacity	
272.	Polyethylene water storage tank cover and suitable locking arrangement of 750 liter capacity	
273.	Polyethylene water storage tank cover and suitable locking arrangement of 1000 liter capacity	
274.	Polyethylene water storage tank cover and suitable locking arrangement of 5000 liter capacity	
275.	S.W. gully trap P type 100x100 mm	Finolex/ Supreme / Apollo
276.	S.W. gully trap P type 150x100 mm	
277.	U-PVC pipes (working pressure 4 kg / cm ²) Single socketed pipe 75 mm dia	
278.	uPVC coupler for UPVC drainage pipes 75 mm	
279.	UPVC bend 87.5° 75 mm bend	
280.	U-PVC pipes (working pressure 4 kg / cm ²) Single socketed pipe 110 mm dia.	
281.	uPVC coupler for UPVC drainage pipes 110 mm	
282.	UPVC bend 87.5° 110 mm bend	

283.	S.C.I. soil, waste and vent single socketed pipe 1.80 meters long: 75 mm dia.	Neco /Hepco/Anand	
284.	S.C.I. soil, waste and vent single socketed pipe 1.80 meters long: 100 mm dia.		
285.	S.C.I. plain bend 100 mm dia.		
286.	S.C.I. bend with access door 100 mm dia.		
287.	White plastic seat (solid) with lid C.P. brass hinges and rubber buffers	Commander/ Hindware/Johnson/Podda r/Parryware	
288.	100 mm S.C.I. trap with 100 mm inlet and 100 mm outlet	Neco /Hepco/Anand	
289.	Vitreous china flat back wash basin 630x450 mm	Paryware/Neycer/ Hindware/Cera	
290.	Vitreous china pedestal for wash basin		
291.	Vitreous china Orissa type W.C. pan size 580 mm		
292.	White vitreous china dual purpose closet (Anglo Indian W.C.) suitable for use as squatting pan or European type water closet as per manufacturer's specifications	Commander/ Johnson Pedder/ Duralite/ Parryware	
293.	Vitreous china 10 liters low level cistern with fittings		
294.	Flushing Cistern P.V.C. 10 liter capacity (low level) (White) (with fittings, accessories and flush pipe)		
295.	White vitreous china laboratory sink 600x450x200 mm		
296.	C.I. bracket for wash basin and sinks		
297.	15 mm Battery Based Sensor Pillar Cock		
298.	S.C.I. S&S bend 100 mm dia.	Neco /Hepco/Anand	
299.	S.C.I. S&S bend 75 mm dia.		
300.	S.C.I. S&S, collars 100 mm		
301.	S.C.I. S&S, collars 75 mm		
302.	Stainless steel kitchen sink - with drain board 510 x 1040 mm bowl depth 225 mm	Hindware/ Neelkanth/ Nirali/ Kingston	
303.	Stainless steel kitchen sink - without drain board 610x510 mm bowl depth 200 mm		
304.	Battery based infrared sensor operated white Vitreous Urinal of approx. size 610x390x370 mm		
305.	CP Grab Bar 15"	Any ISI Marked	
306.	CP Grab Bar 18"		
307.	CP Toilet Paper Holder		
308.	Urinal Sensor complete Acc.		
309.	PVC 32 mm Pipe		
310.	PVC 32 mm Elbow		
311.	PVC 32 mm Tee		
312.	PVC 32 mm Socket		
313.	PVC 40 mm Pipe		
314.	PVC 40 mm Elbow		
315.	PVC 40 mm Tee		
316.	PVC 40 mm Socket		
317.	PVC 50 mm Pipe		
318.	PVC 50 mm Elbow		
319.	PVC 50 mm Tee		
320.	PVC 50 mm Socket		
321.	Araldite bonding material		
322.	M.S. connection clip 50/75/100 mm dia.		
323.	C.P. Pillar Cock		
324.	Seat cover screw		
325.	PVC garden pipe		
326.	Nuts and Bolts all type		
327.	Solenoid valve coil 24 V		
328.	Solenoid float valve sensor with 3 mtr. Wire		
329.	Diverter with Shower complete Acc.		
330.	Concealed valve dia. 15 mm		
331.	Iron Cutter		
332.	Wooden Cutter		
333.	Stone Cutter		
E. Items related to Mason work			

334.	Stone Aggregate (Single size) : 20 mm nominal size	
335.	Stone Aggregate (Single size) : 12.5 mm nominal size	
336.	Coarse sand (zone III)	
337.	Portland Cement (OPC-43 Grade)	ACC/L&T/Gujrat Ambuja/ Birla/JK/ Shree/Laxmi
338.	White Cement	Birla white/JK
339.	Sealant primer	
340.	Cement Concrete Jali 50mm thick	
341.	Cement Concrete Jali 40 mm thick	
342.	Cement Concrete Jali 25 mm thick	
343.	Kota stone slab 20 mm to 25 mm thick (semi-polished)	
344.	Water proofing materials	
345.	18 mm thick Flamed finish granite stone slab	
346.	Tile fixing chemical adhesive	
347.	Rubber base Adhesive	
348.	Acrylic based sealing compound	
349.	Common burnt clay F.P.S. (non-modular) bricks class designation 7.5	
350.	Coloured inter locking C.C. paver Block	
351.	F.P.S. (non-modular) clay fly ash bricks class designation 7.5	
352.	Chequered precast cement concrete tiles 22 mm thick using marble chips of size 6mm - Light shade using white cement	
353.	High polymer modified quickset tile adhesive.	Ardex endura gold star
354.	Vitrified floor tile 60x60 cm conforming to IS:15622:2006 group (B1a)	
355.	Vitrified floor tile 80x80 cm conforming to IS:15622:2006 group (B1a)	
356.	Vitrified floor tile 100x100 cm conforming to IS:15622:2006 group (B1a)	
357.	Ceramic Glazed Tiles 1 st quality 300 x 300 mm in all shades and designs of White, Ivory, grey, Fume Red brown etc.	Nitco/Naveen/HR Johnson/Kajaria/ Euro/Bell
358.	Ceramic Glazed Tiles 1st quality minimum thickness 5mm in all colours shades and designs except burgundy, bottle green, black	
359.	Pea Gravel	
360.	Granite of colour black, cherry/ruby red 18 mm thick (slab area upto 0.50 sqm)	
361.	Granite of all colour except black, cherry/ruby red 18 mm thick (slab area above 0.50 sqm)	
362.	Granite of colour black, cherry/ruby red 18 mm thick (slab area above 0.50 sqm)	
363.	Epoxy Grout	
364.	SRFC cover and frame 300X300 mm	
365.	SRFC rectangular cover 455X610 mm with frame (Low duty)	
366.	Rectangular shape 600x450 mm precast R.C.C. manhole cover with frame - L.D. - 2.5	KK/SK Precast/Advent
367.	Circular shape 450 mm dia. precast R.C.C. manhole cover with frame - L.D. - 2.5	
F. Item related to Carpentry work		
368.	Brass cupboard knob or wardrobe knob 50 mm	
369.	Brass screws 50 mm	
370.	Brass screws 40 mm	
371.	Brass screws 30 mm	
372.	Brass screws 25 mm	
373.	Brass screws 20 mm	
374.	75mm SS fancy handles for kitchen cabinet	
375.	Anodized Aluminium sliding door bolt 300x16 mm	
376.	Anodized Aluminium sliding door bolt 250x16 mm	
377.	Anodized Aluminium tower bolt (barrel type) 250x10 mm	
378.	Anodized Aluminium tower bolt (barrel type) 200x10 mm	
379.	Anodized Aluminium tower bolt (barrel type) 150x10 mm	
380.	Anodized Aluminium handles 125 mm with plate 175 x 32 mm	
381.	Anodized Aluminium handles 100 mm with plate 150 x 32 mm	
382.	Block board construction flush door with commercial ply on both faces 35 mm thick	
383.	Aluminium Window handle with necessary screws 100 mm	EBCO
384.	Stainless steel (SS 304 grade) adjustable friction window stay 355 x 19 mm	Approved quality

385.	Stainless steel (SS 304 grade) adjustable friction window stay 510 x 19 mm	
386.	100 mm mortice lock with 6 levers for aluminium door	Godrej/Harrison/Link
387.	Pair of Anodized Aluminium lever handles for 100 mm mortice latch and lock	
388.	Chlorpyrifos 20% E.C. / Lindane 20% E.C	
389.	Chromium plated brackets (curtain rods)	
390.	Aluminium hanging floor door stopper with twin rubber & stopper	Classic/Ebco/ Argent/Newlite/Oxford/C rown
391.	Hydraulic door closer tubular type Aluminium section body	Master/Everite/ Doorking
392.	Double action hydraulic floor spring with stainless steel cover plate	
393.	Nickeled Chromium Brass cupboard lock 50 mm size	Godrej/Harrison/Link
394.	Nickeled Chromium Brass cupboard lock 65 mm size	
395.	Aluminium round shape handle (powder coated)outer dia. 100 mm	Classic/Ebco/ Argent/Newlite/Oxford/C rown
396.	Aluminium T or L sections	Jindal/Hindalco
397.	Stainless steel butt hinges 100x58x1.9 mm IS: 12817 marked	
398.	Stainless steel wire gauge (Grade-304) aperture 1.4 mm and 0.50mm dia. wire	
399.	Float glass sheet of nominal thickness 4 mm (weight not less than 10 kg/sqm)	Modi/Saint Gobin
400.	Float glass sheet of nominal thickness 5.5 mm (weight not less than 13.50 kg/sqm)	
401.	Frosted glass sheet of nominal thickness 4 mm (weighing not less than 10 kg/sqm)	
402.	Toughened glass 12 mm thickness	
403.	Hermetically sealed double glazed unit made with 6 mm thick clear float glass both side having 12 mm air gap	
404.	EDPM gasket for uPVC window / door	Anand reddiplex/ Enviro seals
405.	Rectangular shape 453x357 mm Mirror with Plastic moulded frame	Modi/Saint Gobin
406.	Rectangular shape 1500x450 mm Mirror with Plastic moulded frame	
407.	Looking mirror for dressing table/toilets 6 mm thick	
408.	Hard board 6 mm thick	
409.	Second class teak wood in planks	
410.	Sal wood in scantling	
411.	Kiln seasoned selected sheesham wood planks	
412.	Ply wood 5 ply with commercial ply on both faces 6 mm thick	Dura/Greenply/ Century/kitply
413.	12 mm commercial ply	
414.	18 mm thick block board with commercial ply veneering on both side	
415.	Oxidised mild steel pull bolt lock (locking bolt) of size 85 mm x 42 mm with screws, bolts, nuts and washers complete	
416.	Glue	Fevicol
417.	Adhesive chemical	Pidilite / Supreme
418.	Wire nails	
419.	All drive screws (for gypsum board)	
420.	Bit of drilling machine for Hole upto 30mm dia	
421.	Primer (for gypsum board)	
422.	12.5 mm thick tapered edge gypsum plain board	Gypsum India Limited/Beral gypsum/Laffarge/ USG
423.	12.5 mm thick Fully Perforated gypsum board	
424.	12.5mm thick tapered edge gypsum moisture resistant board	
425.	10 mm thick calcium silicate board	
426.	Galvanized Steel ceiling section (size 80x26x0.50 mm)	Gyproc
427.	Galvanized Steel perimetre Channel (Size 20x27x30x0.50 mm)	
428.	Galvanized Steel intermediate Channel (Size 15x45x15x0.90 mm) Strap hanger	
429.	Galvanized Steel angle hanger (Ceiling angle) (Size 25x10x0.50 mm)	
430.	Galvanized Steel connecting clips (2.64 mm dia and 230 mm long GI wire)	
431.	Galvanized steel bolts & nuts 6 mm dia and 25 mm long round head with slots	HILTI/Faischer/ BOSCH
432.	Galvanized Steel soffit cleat (Size 27x37x25x0.60 mm)	
433.	Joint filler	
434.	Joint finisher	
435.	Joint tape roll	

436.	GI Metal Tile Lay-in Plain Tegular edge global white color tiles of Size 595x595 mm and 0.5 mm thick	Nittobo/Armstrong/ Durlum
437.	PVC Laminated Gypsum Tiles (Square edge) of Size 595x595 mm and 12.5 mm thick	
438.	Gypsum Tiles Fully Perforated Square edge of Size 595x595 mm and 12.5 mm thick	
439.	Main T ceiling sections 24x38x0.3 mm (3 meter long)	
440.	Perimeter wall angle 24 x 24 x 0.3 mm (3 meter long)	
441.	Intermediate cross T-Section 24x25x 0.3 mm (1.2 m long)	
442.	Intermediate cross T-Section 24x25x 0.3 mm (0.6 m long)	
443.	Hanger rod 4 mm thick	
444.	Adjustment clip 85x30x0.8 mm	
445.	Soffit cleat (Size 27x37x25x1.60 mm)	
446.	Dash hold fastener 12.5 mm dia., 50 mm long with 6 mm dia. bolt	HILTI/Faischer/ BOSCH
447.	Galvanized wire mesh of average width of aperture 1.4mm and nominal dia. of wire 0.63mm	
448.	Nickel plated M.S. pipe curtain rods 20 mm dia. heavy type	Vista/ Lavolar/Mac Decor
449.	Nickel plated M.S. Brackets for curtain rod 20 mm	
450.	Drapery rods for curtains 20 mm dia. as approved by engineer-in-charge	
451.	Drapery rod brackets 20 mm as per approved design	
452.	Drapery rod supporting clip	
453.	Aluminium washer 2 mm thick 15 mm dia.	
454.	Weather Silicon sealant	GE-Silicon/ Pidilite/ Sika/ Choksey
455.	1.0 mm thick decorative laminated sheet	Duro/Green ply/ Pearl/ Century/ Kitply/ Greenlam/ Marino
456.	Pre-laminated particle board with one side decorative and other side balancing lamination, flat pressed 3 layer & graded (medium density) Grade I, Type II conforming to IS : 12823 (exterior grade) 18 mm thick.	Anchor/Novapan/ Century/Greenply/ Bhutan board
457.	35 mm thick factory made solid panel PVC door shutter of single piece extruded profile non decorative finished (Matt finished)	
458.	EPDM Gasket for uPVC window/door	
459.	EPDM Gasket for uPVC window/door/Fire door double side	
460.	Hire charges of Drill machine upto 30 mm dia.	
461.	Stainless steel fancy handle	
462.	Soft closing stainless steel hinges	
463.	Stainless steel telescopic drawer channels 500mm long	
464.	Stainless steel (Grade-304) basket (readymade)	
465.	Pre-laminated with decorative lamination on both side exterior Grade-I MDF Board 12 mm thick confirming to IS:14587	
466.	Pre-laminated with decorative lamination on both side exterior Grade-I MDF Board 18 mm thick confirming to IS:14587	
467.	Pre-laminated with decorative lamination one side and other side balancing lamination exterior Grade-I MDF Board 12 mm thick confirming to IS:14587	
468.	Pre-laminated with decorative lamination one side and other side balancing lamination exterior Grade-I MDF Board 18 mm thick confirming to IS:14587	
469.	PVC edge bending tape 2.00 mm thick	
470.	Factory made single extruded WPC (Wood Polymer Composite) solid plain white colored board of 18 mm thick	
471.	Factory made single extruded WPC (Wood Polymer Composite) solid plain white colored board of 6 mm thick	
472.	Factory made single extruded WPC (Wood Polymer Composite) solid plain white colored board of 12 mm thick	
473.	PVC Pigeon Net	
474.	PVC edge beading	
475.	Expandable fastener with plastic sleeve	
476.	Teak wood lipping of size 25x3 mm in pelmets	
477.	2 nd class teak wood moulded beading or Taj beading/ornamental beading of size 18X5 mm	
478.	Magnetic catcher triple strip vertical type	

479.	Magnetic catcher double strip horizontal type	
480.	Telescopic drawer channels 300 mm long	
481.	Stainless steel roller for sliding arrangement in racks/ cupboards/ cabinets shutter	
G. Item related Welding work		
482.	Galvanized steel barbed wire of 9.8 kg /100metre	
483.	Panic Bar / latch (Double point)	
484.	Welding Rod	Advani/L&T
485.	SS Welding Rod	
486.	Structural steel such as tees, angles channels and R.S. joists	
487.	Pre-coated galvanized iron profile sheet 0.50 mm TCT	
488.	UV stabilized 2 mm thick plain FRP sheet	
489.	UV stabilized 2 mm thick corrugated FRP sheet	
490.	Scaffolding net made of high density polyethylene UV stabilized having density 100gm/ sqm.	
491.	Aluminium Grill as per IS 1868	
492.	MS wire mesh (rabbit)	
H. Item related to painting work		
493.	Water thinnable cement primer for interior wall surface, having VOC content less than 50 grams/ liter	Berger/Asian
494.	100% Premium acrylic dirt resistance, Silicone additives exterior paint	
495.	Acrylic Exterior Primer	
496.	Acrylic distemper 1 st quality, having VOC content less than 50 grams/ liter	
497.	White cement based putty	Birla/JK
498.	Aluminium paint	
499.	Synthetic enamel paint in all shades except black or chocolate shade	Berger/Asian
500.	Premium plastic acrylic emulsion of interior grade, having VOC content less than 50 grams/ liter	
501.	Water proofing cement paint	
502.	Melamine polish	
503.	Putty for wood work	
504.	Premixed super white gypsum plaster.	
505.	Plaster of Paris	
506.	Red oxide Zinc chromate primer	Berger/Asian
507.	Aluminium primer	
508.	Premium Acrylic exterior paint	Berger/Asian
509.	Epoxy Grout	
510.	Pigment of desired colour shade to get specific colour for wall painting work	Berger/Asian
511.	Painting brush of approved quality and make-	
A	125 mm	
B	100 mm	
C	75 mm	
512.	High Albedo paint	
513.	Epoxy paint	
514.	Fire retardant paint	
515.	Chemical Rust Remover	
516.	Melamine solvent/thinner	
517.	Sanding cloth 150 mm wide	
518.	Sandpapers of assorted gratings	
519.	Grease	
520.	Turpentine oil	
521.	Kerosene oil	
522.	Textured exterior paint	
523.	Thermoplastic paint	
524.	Plastic emulsion Paint	
525.	Roller Brush-	
A	9"	
B	6"	
I. Miscellaneous Items		
526.	Cleaning of terrace / loft water storage tank (inside surface area) upto 2000 liter	Work to be done by

	capacity at all height with coconut brushes, duster etc. removal of silt, rubbish from the tank and cleaning the tank with fresh water disinfecting with bleaching powder @ 0.5gm per liter capacity of tank, including marking the date of cleaning on the side of tank body with the help stencil and paint and disposing of malba, all complete as per direction of Engineer-In-Charge (The old date already written on tank should be removed with paint remover or black paint and if date is not written with the stencil or old date is not removed deducted will be made @ ₹. 0.10/-per liter if during cleaning and GI fittings or ball cock is damaged that is to be repaired by contractor at his own cost and nothing extra will be paid on this account)	specialized agency only with approval and necessary certificate to be submitted by Contractor after completion of work
527.	Cleaning of underground sump, Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:- (i) Tank shall be emptied of water by pumping & bottom shall be cleaned of slit and other deposits. (ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water. (iii) Chlorination of RCC internal surface by liquid chlorine (iv) The treated surface shall be dried using air jetting and all loose particles shall be removal from the surface. (v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge	
528.	Water supply tanker of 5000 liter capacity	N.A.
529.	Hydraulic Excavator of 1 cum bucket	
530.	Tractor with trolley	
531.	Hire charges of Diesel Road Roller - 8 to 10 tonne	
532.	Masking tape	
533.	Cat's eye	
J. Uniform and T&P Items		
534.	Providing uniform as per following details- Shirts (02nos.) + Trousers (02nos.) + winter cloth (jacket/sweater) (01no.) + Safety kit including for working in high rise areas. * It is Mandatory for the contractor to provide all required items under this sub-head to all the deputed staff without fail	As approved by E-I-C
535.	Providing Safety shoes (01no.) + Safety helmet (01no.) * It is Mandatory for the contractor to provide all required items under this sub-head to all the deputed staff without fail	As approved by E-I-C
536.	Tools and plant as required at site for attending and rectifying faults. Testing kits as per Annexure-I of NIT) * It is Mandatory for the contractor to provide all required items under this sub-head to all the deputed staff without fail	As approved by E-I-C

**Superintending Engineer
AIIMS, Jodhpur**

Annexure - III**FINANCIAL INFORMATION**

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

i. Gross Annual Turn Over

Descriptions	2018-19	2019-20	2020-21
Gross Annual Turn Over			
Average turn-over of three years			

ii. Profit / Loss for last Five years ending 31.03.2022

S. No.	Financial Information in Rs. Equivalent	For year 2016-17	For year 2017-18	For year 2018-19	For year 2019-20	For year 2020-21
1.	Total Assets					
2.	Current Assets					
3.	Total Liabilities					
4.	Current Liabilities					
5.	Profit before Tax					
6.	Profit after Tax					
7.	Net Worth					

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

ANNEXURE – IV**DETAILS OF ALL WORKS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING JUNE, 2022**

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

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

Signature of Bidder(S) with Seal

ANNEXURE –V**Bidder's Information**

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

Authorized Signatory of the Bidder with Seal

ANNEXURE – VI

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

Signature of Authorized officer (with designation)**Note:**

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

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

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

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

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

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

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

ANNEXURE –VIII**TENDER ACCEPTANCE CERTIFICATE**
(To be submitted on Letter Head of the Company/Firm)

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

Name of work: Supply, Installation, Testing & Commissioning of Automatic swing doors at various locations in AIIMS- Jodhpur. Due on: 22nd August, 2022.

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 / complete the works 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 provide 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. I/We agree to keep our bid valid for a period of **180 (one hundred eighty) days** for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Agreement / Contract is executed; this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments /PSU etc. I/We confirm that I/we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum, if any.

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

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

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

Name:

Business

Address:

Place:

Date:

CHECK LIST FOR DOCUMENTS REQUIRED WITH TECHNICAL BID

S. No.	Documents required	Compliance (to be ticked as attached)
1.	Copy of constitutional or legal status. <i>Attached</i>	Yes / No
2.	Copy of Income Tax Return Acknowledgement for last Three years (viz. 2018-19; 2019-20; 2020-21). <i>Attached</i>	Yes / No
3.	Solvency Certificate of the amount equal to 40% of the estimated cost of the work by any scheduled nationalized bank only. <i>Attached</i>	Yes / No
4.	Copy of certified balance sheets / profit and loss account duly CA certified for last Five years (viz. 2016-17; 2017-18; 2018-19; 2019-20; 2020-21). <i>Attached</i>	Yes / No
5.	Copy of PAN Card. <i>Attached</i>	Yes / No
6.	Copy of GST Registration. <i>Attached</i>	Yes / No
7.	Read & Accepted Annexure- I (List of T&P to be available at contractor /maintenance office at AIIMS- Jodhpur site round the clock (24 hrs. x 365 days). <i>Attached</i>	Yes / No
8.	Read & Accepted Annexure - II (Approved make list for the work). <i>Attached</i>	Yes / No
9.	Filled & signed Annexure- III (Financial Information) <i>Attached</i>	Yes / No
10.	Filled & signed Annexure- IV . (Details of all works of similar works completed during the last seven) <i>Attached</i>	Yes / No
11.	Filled & signed Annexure- V (Bidder's Information) <i>Attached</i>	Yes / No
12.	Filled & signed by respective client department for qualifying considered work Annexure- VI (Completion / Performance Certificate) <i>Attached</i>	Yes / No
13.	Filled & signed Annexure- VII (Undertaking Certificate) <i>Attached</i>	Yes / No
14.	Filled & signed Annexure- VIII (Tender Acceptance Certificate) <i>Attached</i>	Yes / No
15.	Notice of Award & Schedule of quantities for qualifying considered similar work in accordance with the completion / performance certificate. <i>Attached</i>	Yes / No
16.	Copy of EPF & ESIC registration. <i>Attached</i>	Yes / No
17.	Any other document mentioned in tender document. <i>Attached</i>	Yes / No

Signature of Bidder(S) with Seal

ANNEXURE –IX
FORM OF PERFORMANCE SECURITY (GUARANTEE)

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