

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/2023-24/01
NIT Issue Date	: 27 th October, 2023
Pre Bid Meeting	: 3 rd November, 2023
Last Date of Online Submission of tender	: 14 th November, 2023
Technical Bid Opening	: 15 th November, 2023



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**Superintending Engineer
AIIMS, 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/2023-24/01
3.	Contract period	One year (further extensible upto one year)
4.	Estimated Cost	₹. 4.97 Cr.
5.	Earnest Money Deposit	₹. 9,94,000.00 (@ 2% of estimated cost)
6.	Performance Security	5% of tendered value
7.	Security Deposit	2.5% of tendered value
8.	Tender documents	Download from following websites- www.aiimsjodhpur.ac.in http://eprocure.gov.in
9.	Pre-bid meeting	3 rd November, 2023 at 03:00 P.M. at Engineering Department, Medical College-II floor, AIIMS- Jodhpur.
10.	Last date and time of online submission of tender	14 th November, 2023 upto 03:00 PM
11.	Date of online technical bid opening	15 th November, 2023

❖ 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 fulfil 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 30th September, 2023. (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.”

- c. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of previous month in which bids are received.
5. **Performance guarantee** equal to 5% of the contract value as per GCC (Maintenance)-2023 is required to be submitted within **07** days from the date of issue of notification of award
6. **Security deposit** equal to 2.5% of the contract value as per GCC (Maintenance)-2023 will be deducted from each running account bill of the contractor.
7. **Turnover:** Average annual financial turnover should be at least **50%** of the estimated cost of tender during the immediate last 3 consecutive financial years.
8. **Solvency Certificate:** Solvency of the amount equal to **40%** of the estimated cost of the work by any scheduled nationalized bank only.

9. Should not have incurred any loss in more than two years during the last five years ending 31st March, 2023
10. 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.
11. **Earnest Money Deposit:** The EMD amount ₹ 9,94,000.00 (Rupees Nine Lakh Ninety-Four Thousand Only) shall be in favour of “All India Institute of Medical Sciences, Jodhpur”, Payable at Jodhpur. The EMD will be allowed with validity up to 180 days and of any Scheduled Bank or the State Bank of India in accordance with the appropriate Performa.

The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) are exempted to submit the EMD only (Copy of registration must be provide along with technical bid). No other relaxation shall be allowed. The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

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

12. Submission of Tender:

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

- ✓ **The offers submitted by 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- I to 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 EPF & ESIC registration certificate.
- h) Copy of Labour license.
- i) Copy of PAN Card.
- j) Copy of GST Registration.
- k) Copy of solvency certificate.
- l) Exemption Certificate of concern authority towards submission / depositing EMD ie. MSME, NSIC etc. (If exempted).

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**

TENDER ACCEPTANCE CERTIFICATE

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.

TENDER

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 ₹ 9,94,000.00 (Rupees Nine Lakh Ninety-Four Thousand 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 Executive Director, AIIMS, Jodhpur or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Executive Director, AIIMS, Jodhpur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in all the conditions of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/ We shall be debarred for tendering in **AIIMS, Jodhpur** in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Witness:

Signature of Contractor:

Postal Address:

Address:

Occupation:

GENERAL RULES & DIRECTIONS

General Rules & Directions	<ol style="list-style-type: none"> 1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication on AIIMS- Jodhpur home page & CPP portal. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours. 2. In the event of tender being submitted by a firm, it must be signed separately by each partner or authorization/power of attorney must be attached 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.
Applicable for Percentage Rate Tender only	<ol style="list-style-type: none"> 4. 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 Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if: - 5. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender. 6. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender. 7. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender. 8. 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. 9. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. 10. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. 11. If the revised tendered amount of two more contractors received in revised offer is again

	<p>found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of the Competent Authority or the committee/official nominated by him & the lowest contractors those have quoted equal amount of their tenders.</p> <p>12. 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. Contractor(s), whose earnest money is forfeited because of non- submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p> <p>13. The Executive Director, AIIMS- Jodhpur 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</p>
<p>Applicable for Percentage Rate Tender</p>	<p>14. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.</p> <p>15. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.</p> <p>16. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.</p> <p>(ii) 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 2.5% of the tendered amount 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 the shape of Insurance.</p> <p>Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.</p> <p>17. 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.</p> <p>18. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.</p>

Superintending Engineer
AIIMS, Jodhpur

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 Executive Director, AIIMS- Jodhpur and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

1. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The Site shall mean AIIMS- Jodhpur campus where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally 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 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 Executive Director, AIIMS- Jodhpur as mentioned in Performa of Schedule hereunder.
 - (v) Accepting Authority / Competent Authority / Client shall means the Executive Director, AIIMS- Jodhpur.
 - (vi) 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.
 - (vii) (a) 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. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.
(b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents 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
 - (viii) Department means AIIMS- Jodhpur which invites tenders on behalf of the Executive Director, AIIMS- Jodhpur as specified in Performa of Schedule.
 - (ix) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
 - (x) Tendered value means the value of the entire work as stipulated in the letter of award.

- (xi) 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.
- (xii) GST shall mean Goods and Service Tax - Central, State and Inter State.

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.
4. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

1. 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) Particular Specification and Special Condition, if any.
 - (iii) Drawings.
 - (iv) CPWD Specifications.
 - (v) Indian Standard Specifications of B.I.S.
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.
3. Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

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, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard Form as mentioned in Performa of Schedule consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Performa of Schedule along with annexures thereto.
 - (b) Safety Code.
 - (c) Contractor's Labour Regulations.
 - (d) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the contractor.

Superintending Engineer
AIIMS, Jodhpur

GENERAL CONDITION OF CONTRACT

Clause 1 Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', 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 Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. 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 submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus **minimum 6 months** beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/ other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Executive Director, AIIMS- Jodhpur is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay the Executive Director, AIIMS- Jodhpur any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer- in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Executive Director, AIIMS- Jodhpur.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the concerned Engineer- in- charge with the approval of the Competent Authority, AIIMS Jodhpur, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

Clause 1A Recovery of Security Deposit

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the

contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lacs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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

Clause 2 Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in Performa of Schedule may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

With maximum rate 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year

With maximum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and upto one year

With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Performa of Schedule during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right

of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

Clause 2A Compensation for Delay

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in Performa of Schedule may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.

- (i) If there is no hindrance, compensation shall be levied if work is incomplete.
- (ii) If the site is not available there will be no compensation.
- (iii) If there is partial hindrance, then engineer- in - charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.
- (ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and up to one year.

With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Performa of Schedule during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

Clause 3 When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, 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 and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) 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 (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) When the contractor has made himself liable for action under any of the aforesaid cases- to (xi), the Engineer-in-Charge on behalf of the Executive Director, AIIMS- Jodhpur shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

Clause 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days

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

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, 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 this NIT or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in this NIT or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1 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) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted.

- 5.2 In case the work is hindered, by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Performa of Schedule shall, if justified, give a fair and reasonable extension of time.

Such extension of time shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and preceding sub clauses to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

Clause 6 Computerized Measurement Book (CMB)

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 and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) respectively 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 executed under the contract during the said period.

In case of EMB, the contractor shall record measurement and shall raise RFI (Request for Inspection) for approval by Engineer-in-Charge or his/her authorised representative. The contractor shall create EMB for the approved RFIs and take printout of EMB having pages of A-4 size duly bound with its page machine numbered. This online printed EMB shall be submitted in triplicate through letter of transmittal to the Engineer- in- Charge giving details of number of EMB and their number of pages by 20th day of every calendar month.

All such monthly 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/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, if after verification by the Engineer-in-charge and/or his/her authorized representative, any change is required, then the same shall be done by the Engineer-in-charge and/or his/her authorized representative in CMB/CLB under the dated initials signature, name and designation of the person seeking the change in all the three copies of proforma CMB/CLB. All changes are to be finally authorized by the Engineer-in-Charge. Thereafter one copy of the corrected and authorized proforma CMB / CLB shall be sent by the Engineer- in-charge to the contractor and another copy shall be sent by the Engineer-in-Charge to his/ her authorized representative and the third copy shall be retained by the Engineer-in-charge in his office. The contractor shall then have to submit final CMB / CLB without any corrections to the Engineer-in-Charge who shall get it cross checked from the corrected and authorized proforma CMB / CLB.

In case of EMB, if after verification by the Engineer-in-Charge or his/her authorized representative, any change is required, then Engineer-in-Charge or his/her authorized representative seeking the change shall return the online rejected measurement(s) to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer- in- Charge or his / her authorised representative. The contractor shall create EMB for the approved RFI, submit printout of the final EMB, having pages of A- 4 size, without any correction and shall get it cross checked from the online record of measurements available on ERP Portal.

Once the Engineer-in-charge is satisfied that CMB / CLB /EMB is free from any corrections, modifications, over-writings, and insertions etc., he shall assign a number in continuation to the existing series of CMB / CLB /EMB of his office as per register of CMBs / CLBs / EMBs maintained in his Division office and intimate the assigned serial number of the CMB / CLB/EMB to the Contractor.

If the contractor fails to submit the CMB /CLB / EMB along with abstract of measurements for the work done continuously for two months, then the Engineer-in-charge shall get the executed work measured ex-parte after giving a notice of seven working days to the contractor in writing either through site order book or any other mode of correspondence. The ex-parte measurements so undertaken by the Engineer-in-Charge shall be final and

binding on the Contractor and shall be outside the purview of Clause 25 of this GCC.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer- in-Charge or his/her representative.

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

Engineer-in-Charge or his/her authorized representative may cause either themselves or through another official of the department to check the measurements/levels 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/ levels of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Clause 7 Payment on intermediate certificate to be regarded as Advances

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Performa of Schedule, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

If the contractor fails to submit the bill for the work done upto defined date continuously for two months, then the Engineer-in-charge shall get the bill prepared ex-parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex-parte bill so prepared by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC. In the event of preparing the bill by the Engineer-in-Charge, no claims whatsoever due to delays on payment including that of interest shall be admissible to contractor.

In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.

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

Clause 7A

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

Clause 8 Completion Certificate

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 all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof

Clause 8A Contractor to keep Site Clean

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

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

Clause 9A Payment of Contractor's Bills to Banks

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, cooperative 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 vis the Executive Director, AIIMS- Jodhpur.

Clause 10 Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the

Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

Clause 11 Work to be Executed in Accordance with Specifications, Instructions etc.

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

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

Clause 12 Deviations/ 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 other reasons and the contractor shall be bound to carry out the works in accordance with any instruction 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 should not exceed two times the contract amount. Deviation upto 1.50 times of contract amount shall be approved by E-I-C (as applicable) with recorded reasons. In exceptional case, the Executive Director, AIIMS- Jodhpur (as shall have power to approve the deviation beyond 1.50 times upto 2.0 times of contract amount with recorded reasons and take suitable corrective action.

12.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, 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, Extra Items and Pricing

Extra items are those which are not available in the contract.

For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender.

For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

12.3 Deviation, Deviated Quantities, Pricing

All the deviated quantities shall be paid at agreement rates.

12.4 The case of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting 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 or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

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

Clause 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 working 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 working 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.
- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

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

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

Clause 15 Suspension of Work

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

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

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of
- (iv) any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer- in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Clause 16 Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in - charge, his authorized subordinates in charge of the work and all the superior officers 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, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the

work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in 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 etc.

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in List of T&P. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof

Clause 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 18A Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Central Contractor's Labour Regulations, or under the Rules framed by Government from time to time 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 under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Clause 19 Labour Laws to be complied by the Contractor

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent 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 fulfil 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 eighteen years shall be employed on the work.

Clause 19 B Payment of Wages

- (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 the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips publication of scale of wage 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
- (iv) (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-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- (v) 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 there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

- (vii) 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.
- (viii) 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.
- (ix) 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 19 C

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 the 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 as decided by the authority mentioned in Performa of Schedule for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

Clause 19 D

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19 E

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

Clause 19F

Leave and pay during leave shall be regulated as follows: -

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:
 - (i) 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.
 - (ii) 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 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the 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 as decided by the authority mentioned in Schedule F 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 percent 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 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 as per 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 remodelled 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 19H

The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/ their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.

Clause 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

Clause 19 J Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through **biometric attendance system** or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order

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 there under 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 insolvency

The contract shall not be assigned or sublet any part of work. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Executive Director, AIIMS-Jodhpur shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

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

Clause 23 Changes in firm's Constitution to be Intimated

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

Clause 24

-Deleted-

Clause 25 Settlement of Disputes by Conciliation and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in 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 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.

25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (the Executive Director, AIIMS- Jodhpur) in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be

completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

- 25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the E-I-C of the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Performa of Schedule for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- (a) Number of Arbitrators: If the contract amount is less than Rs.100 crores, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.
- (b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- (c) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

- 25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), *ibid* in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- 25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- 25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.
- 25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.
- 25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.
- 25.8 Terms of reference:
The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.
- 25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

Clause 26 Contractor to indemnify Govt. against Patent Rights

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

Clause 27 Lump sum Provisions in Tender

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

Clause 28 Action where no specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state 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

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

through the Engineer-in-Charge pending finalization of adjudication of any such claim.

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

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

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

Clause 29A Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor

Clause 30 Hire of Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

Clause 32 Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under preceding clauses.
- (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 33 Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess.

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

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

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such 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 34 Termination of Contract on death of contractor

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

Clause 35 If relative working in AIIMS- Jodhpur then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in AIIMS- Jodhpur responsible for award and execution of contracts in which his near relative is posted in any capacity. 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 Officer in the AIIMS- Jodhpur. Any breach of this condition by the contractor would render him liable to be debarred from tendering in the institute 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 36 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 37 Theoretical consumption of Material

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used 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 Performa of Schedule. 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, each diameter wise, section wise and category wise separately.
- (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Performa of Schedule Form on scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor

The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Clause 38 Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer 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. (Air Raid Precaution) 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 39 Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under 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 40**

Release of Security deposit

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

Superintending Engineer
AIIMS, Jodhpur

PROFORMA OF SCHEDULES

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 (Maintenance)-2023
(amended up to date)

**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 : | ₹ 4.97 Cr. |
| ii. | Earnest Money Deposit: | ₹ 9,94,000/- (@2% of estimated cost) |
| iii. | Performance Guarantee | 5% of tendered value. |
| iv. | Security Deposit | 2.5% of tendered value. |
| v. | PERFORMA OF SCHEDULE
General Rules & Directions : | |
| | Officer inviting tender | Superintending Engineer, AIIMS, Jodhpur |
| | Definitions: | |
| (v) | Engineer-in-Charge | Superintending Engineer, AIIMS, Jodhpur |
| (viii) | Accepting Authority | Executive 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-2022 with latest cost index
/ prevailing market |
| 2(xii) | Department | AIIMS, JODHPUR |
| 9(ii) | Standard CPWD contract Form GCC 2014
CPWD form 7/8 | modified & corrected upto CON 292 |

Clause 1

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

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

Clause 2

Authority for fixing compensation under Clause 2 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 Executive Director, AIIMS- Jodhpur

(ii) Rescheduling of mile stones: NA

(iii) Shifting of date of start in case of delay SE, AIIMS- Jodhpur

Clause 6

As per Work requirement

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 10

List of testing equipment to be provided by the contractor at site

As per Work requirement

Clause 10B (ii)

Whether clauses 10B (ii) shall applicable

NA

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 material1.5 times..... Rates can be applicable.

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 Executive Director, AIIMS Jodhpur

Clause 18

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

As per list attached in NIT 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

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. **The tender / contract is extendable for further one year depending on the performance of the contractor and only after due approval by the Executive Director, AIIMS- Jodhpur.**
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 **₹. 1,000/- (Rupees One Thousand only)** per day shall be recovered from the contractor.
11. 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.
12. No claims of the labour shall be entertained by the Department including that of providing employment, regularization of services etc.
13. 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 Sunday's 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.

- 14. 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 centre / workshop building by the contractor on his own cost.**
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
- 20. The personnel and labourers 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. In case, any staff deployed by the contractor found without uniform and / or id card a penalty of ₹. 1,000/- (Rupees One Thousand only) per person for the day will be levied on the contractor.**
- 21. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.**
22. The Contractor's supervisor and other staff 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.

23. 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.
24. 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.
25. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behaviour should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
26. For the Purpose of categorization of staff as skilled, semi-skilled and unskilled, the Beldars shall be taken as unskilled 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. The Contractor shall employ their staff on regular basis and credentials of employees shall have to be given by the Contractor.
27. All dismantled material will be removed from site by contractor after verification of measurement of the same by Junior Engineer (J.E).
28. 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.
29. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by him or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
30. GST as applicable shall be paid to the contractor on production of GST invoice along with RA Bills.
31. Chases, Holes and Drilling works etc. shall be done using power operated tools.
32. 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 act against the contractor.
33. 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.
34. The contractor or his supervisor at the service centre shall maintain complaint register for recording the complaints.

35. 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.
36. 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.
37. 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.
38. 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.
39. Vacant Flats/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/rooms 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 @ ₹.1,500/- (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.
40. Stores & bins as available shall be handed over to the contractor for storing the material.
41. The service provider will maintain attendance records of the staff, which will be checked by the Engineer-in-charge or authorized representative. **In case of absence / non-availability of staff, recovery shall have made in account of the contractor @ 1.5 times of prevailing minimum wages approved by Govt. of India. The monthly running bills of the contractor will be proceeding only after submission of monthly ESI & PF Challans (n-1) i.e. one month previous to the current month and GST invoice of current month.** 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.
42. 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.
43. The contractor will not pitch up tents for labourers, materials and his stores etc.,

44. 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.
45. 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.
46. The contractor shall clear the site properly after the completion of the work.
47. 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.
48. 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.
49. 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
50. The contractor shall take full responsibility for the adequate, stability and safety of all site operations and methods of working.
51. **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 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 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.
52. **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.
53. **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.
54. **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.
55. **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 Executive 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.
56. **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.

57. The qualification of staff should be as below: -

S. No.	Staff	Qualification
1.	Plumber	ITI in concern field and having three years of experience in the same trade
2.	Electrician	ITI in concern field and having three years of experience in the same trade
3.	Pump Operator	ITI in concern field and having three years of experience in the same trade
4.	Carpenter	Must have atleast three years of experience in the same trade
5.	Welder	Must have atleast three years of experience in the same trade

6.	Enquiry clerk – cum-Supervisor	Should be Graduate in any discipline with 3 years of relevant experience
7.	Mason	Minimum three years of experience in the same trade
8.	Painter	Minimum three years of experience in the same trade
9.	Beldar	Should be physically fit for unskilled work

The personnel deployed shall be healthy, active and not more than 60 years of age and not less than 18 years of age.

58. No other person except the Contractor's staff shall be allowed to enter the premises and the contractor will not entertain outsiders or extend any service to them within the premises.
59. The AIIMS, Jodhpur shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract save and except an accident injury resulting from any act or default of the Institute. The contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.
60. Adequate number of safety measures including first aid boxes, must be provided on the site within the scope of the contractor.
61. Police verification of every staff deployed by the Contractor must be got done by the Contractor compulsorily and a copy of police verification must be provided to Engineer-in-Charge after which an identity card duly countersigned by Engineer-in-Charge or his representative shall be issued to each employee of the Contractor for proper identification.
62. All staff deputed by the agency at AIIMS Jodhpur site 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.
63. The contractor shall submit weekly and monthly report of complaints attended with signature to engineer-in-charge.
64. Supervisor of the contractor must visit the Hostels/quarters/buildings for getting feedback about the satisfaction of occupant for work being executed by the workers. He must get such feedback signed on the register as a token of proof and submit the same to the Engineer-in-charge every month.
65. The Contractor shall maintain/stock sufficient quantity of materials and spares at site to meet the requirement of attending the complaints as per direction of the Engineer-in charge.
66. The Contractor shall have to carry out the day to day maintenance works according to instructions and programme given by the Executive Engineer/ Assistant Engineer / Junior Engineer

(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.

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**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 throughout the contract period.
- ❖ Quantity / list of T&P may vary as per site requirement.

**Superintending Engineer
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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: - Deputy Director (Administration), 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.	Details of items	Approved makes
I. Material Component		
A. Electrical Works		
1	Supplying following size, ISI marked, FRLS PVC insulated, single core copper conductor cable-	Polycab / RRRKabel / Finolex / Havells
a	1.5 sqmm	
b	2.5 sqmm	
c	4.0 sqmm	
d	6.0 sqmm	
2	Supplying 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	
3	Supplying piano type bell push / one way switch on the existing switch box/ cover	SSK EL
4	Supplying modular base & cover plate on the existing modular switch box including all accessories as required.	North-West / SSK / Legrand / Hager (make as required on existing switch board)
a	2 module	
b	3 module	
c	6 module	
d	8 module	
e	12 module	
5	Supplying single pole 5/6A one way modular switch on the existing switch box/ cover including connections etc. as required	North-West / SSK / Legrand / Hager (make as required on existing switch board)
6	Supplying single pole 15/16A one way modular switch on the existing switch box/ cover including connections etc. as required	
7	Supplying 3-pin 5/6A modular socket outlet on the existing switch box/ cover including connections etc. as required	
8	Supplying 6-pin 15/16A modular socket outlet on the existing switch box/ cover including connections etc. as required	
9	Supplying bakelite unbreakable lamp/bulb holder for holding CFL, Bulb etc.	Anchor / Vinay / Crabtree
10	Supplying 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 centralised 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/ C&S / Hager
a	4 pole (TP+N) MCCB,125A,36KA	

b	4 pole (TP+N) MCCB, 250A,36KA	
c	4 pole (TP+N) MCCB, 400A, 50KA	
11	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.	
a	Single Pole, 6A, 240 volts, MCB	
b	Single Pole, 10A, 240 volts, MCB	
c	Single Pole, 16A, 240 volts, MCB	
d	Single Pole, 25A, 240 volts, MCB	
e	Single Pole, 32A, 240 volts, MCB	
f	Double Pole 6A to 32 Amps, rating 240 volts, MCB	
12	Supplying following rating double pole (single phase and neutral), 240 V, residual current circuit breaker (RCCB), having sensitivity current 30mA in the existing MCB DB etc. as required.	
a	25 Amps	Schneider/ Legrand/ ABB/ L&T/ Hager
b	40 Amps	
13	Supplying following rating four pole (three phase and neutral), 415 V, residual current circuit breaker (RCCB), having sensitivity current 30mA in the existing MCB DB etc. as required.	
a	25 Amps	
b	40 Amps	
14	Supplying DP Sheet steel enclosure on surface / recess complete etc. as required.	
15	Supplying TP Sheet steel enclosure on surface / recess complete etc. as required.	
16	Supplying following way surface / recess mounting, vertical type, 415V, TPN MCB distribution board of sheet steel, dust protected, duly power painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs & incomer)	
a	4 way (4+12), double door	
b	8 way (4+18), double door	
17	Supplying Aluminium ring / pin type lug for cable of following sizes-	
a	16 sqmm	Comex / Comed
b	25 sqmm	
c	50 sqmm	
d	95 sqmm	
e	120 sqmm	
f	150 sqmm	
g	185 sqmm	
h	400 sqmm	
18	Supplying 1200 mm sweep, BEE 5 star rated, ceiling fan with Brush Less Direct Current (BLDC) Motor, class of insulation: B, 3 nos. blades, 30 cm long down rod, 2 nos. canopies, shackle kit, safety rope, copper winding, Power Factor not less than 0.9, Service Value (CM/M/W) minimum 6.00, Air delivery minimum 210 Cum/Min , 350 RPM (tolerance as per IS : 374-2019), THD less than 10%, remote or electronic regulator unit for speed control and all remaining accessories including safety pin, nut bolts, washers, temperature rise=75 degree C (max.), insulation	Bajaj / Crompton / Havells

	resistance more than 2 mega ohm, suitable for 230 V, 50 Hz, single phase AC supply etc. complete as required.	
19	Supplying energy efficient / energy saving direct fit (Retrofit) upto 14 Watt LED lamp for existing holder / fixture as required.	Philips/ Bajaj / Crompton / Havells / Wipro
20	Supplying energy efficient / energy saving 46inch long LED 18 Watt light with suitable driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	
21	Supplying energy efficient / energy saving 18inch long LED 25 Watt light with suitable driver in existing fitting. (Having lifespan of 17520 continuous burning hours)	
22	Supplying energy efficient 1feet batten type LED 5/7 Watt LED light as required.	
23	Supplying energy efficient / energy saving direct fit (Retrofit) 40 Watt LED light for existing holder / fixture as required.	
24	Supplying IP 65 / IP66 protected High Power LED Light with extruded aluminium housing, toughened glass diffuser with suitable lenses on LED to achieve various beam angles, 240V, 50Hz - High Power LED lamps supplied with pre-wired cable of 1 mtr. Integrated Driver shall be high efficiency having efficiency > 85% and in compliance to IEC standards. System life of 25,000 Burning Hours with 70% of initial Lumens maintained. Light output in Cool white or Warm White Colour and square or round as per directions of Engineer- In-Charge. Fixtures shall be CE and compliance	
a	36 Watt 2feet X 2feet LED recessed type	
b	36 Watt 2feet X 2feet LED surface type	
c	15 Watt LED surface type	
25	Supplying IP 65 / IP66 protected High Power LED Flood Light with extruded aluminium housing, toughened glass diffuser with suitable lenses on LED to achieve various beam angles, 240V, 50Hz - High Power LED lamps supplied with pre-wired cable of 1 mtr. Integrated Driver shall be high efficiency having efficiency > 85% and in compliance to IEC standards. System life of 25,000 Burning Hours with 70% of initial Lumens maintained. Light output in Cool white or Warm White Colour as per directions of Engineer-In-Charge. Fixtures shall be CE and compliance	
a	High Power LED Flood Light/street light 90 W	
b	High Power LED Flood Light/street light 120 W	
c	High Power LED 250 Watt Sports lights (round)	
d	High Power LED 200 Watt Sports / flood light	
26	Supplying IP-65 Protected LED aviation obstruction light luminaire comprising of die cast aluminium alloy housing with Polycarbonate enclosure having more than 200 No's Low Power LED's having minimum power consumption 15 watts complete in all respect as per directions of Engineer in charge.	Philips/ Bajaj / Crompton / Havells / Wipro (make as per requirement of existing fitting)
27	Supplying electronic driver for LED lights as per below rating	
a	Upto 15 Watt	
b	Upto 36 Watt	
28	Supplying 15/16Amps modular switch (with indicator) on the existing modular plate & switch box including all accessories as required-	NorthWest / SSK / Legrand / Hager SSK EL
29	Supplying 6/13Amps (Universal type) modular socket outlet on the existing modular plate & switch box including all accessories as required-	

30	Supplying stepped type electronic fan regulator on the existing modular plate switch box	NorthWest
31	Supplying modular switch on the existing modular plate & switch box including all accessories as required-	
a	Modular switch 5A	
b	Modular switch 16A	
32	Supplying modular socket outlet on the existing modular plate & switch box including all accessories as required-	
a	Modular socket 5A	
b	Modular socket 16A	
33	Supplying stepped type electronic fan regulator on the existing modular plate switch box	
34	Supplying following Modular PVC box etc. as required.	
a	2 module	
b	3 module	
c	6 module	
d	8 module	
e	12 module	Anchor/ Cona/ Vinay
35	Supplying socket size flush type 120/280 watt rotary 5 step modular fan regulator	
36	Supplying ISI marked 16Amp Bakelite unbreakable 3 pin plug top including all accessories as required.	Anchor/ Cona/ Vinay
37	Supplying ISI marked 6Amp Bakelite unbreakable 3 pin plug top including all accessories as required.	
38	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/ Hager
a	Four Pole, 100 Amps, 415 volts, MCB	
b	Four Pole, 63 Amps, 415 volts, MCB	
c	Four Pole, 40 Amps, 415 volts, MCB	
d	Four Pole, 32 Amps, 415 volts, MCB	
e	Double Pole, 63 Amps, 240 volts, MCB	
f	Double Pole, 40 Amps, 240 volts, MCB	Usha/ Punsumi/ Priya/ Capital/ JEC/ AMCAP/ CONCAP
39	Supplying following rating running capacitor as required.	
a	230V/ 275V, 50Hz rating of 2.5/ 2.8 μ FD for ceiling fan	
b	230V/ 275V, 50Hz rating of 1.5 μ FD for exhaust / fresh air fan	SKF/ NBC
40	Supplying fan ball bearing 6201 1Z	
41	Supplying fan ball bearing 6202 1Z	PolyCab/ Finolex/ RR Kable
42	Supplying ISI marked, FRLS PVC insulated, flexible round / flat copper conductor cable of 1.1kV grade with Copper conductor of IS:1554 P-I / IS :7098 P-I as required of following size-	
a	3Cx 1.5 sqmm	
b	3Cx2.5 sqmm	
c	5Cx2.5 sqmm	
d	5C x 4 sqmm	
e	4Cx10sqmm	
f	4Cx16sqmm	
g	4Cx25sqmm	Comex/Comed
43	Supplying Copper ring / pin / U-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	
44	Providing following sizes ISI marked (IS: 14927 P - II) PVC casing capping.	Polycab / AKG / BEC / Finolex
a	25mmX12mm sizes	
b	32mmX12mm sizes	
45	Supplying 1.1kV grade, ISI marked, electrical insulating tap roll of size: 18mmX9mtrX.125mm	Rainbow / Ceat
46	Supplying 1.1kV grade, ISI marked, water proof electrical insulating tap roll of size: 18mmX20mtrs.	
47	Supplying 11kV grade, ISI marked, HT electrical insulating tap roll of size: 18mmX20mtrs.	
48	Supplying ISI marked ding dong/musical chime bell suitable for 230Volt and all required accessories as required.	Anchor/ Cona/ Vinay
49	Supplying LT panel contractors of following ratings for the existing LT panels and all required accessories as required-	N.A
a	Upto 63 Amps	
i	Red	
ii	Yellow	
iii	Blue	
iv	Black	
b	Upto 250 Amps	
i	Red	
ii	Yellow	
iii	Blue	
iv	Black	
50	Supplying din bar for following rating distribution boards as required-	As per existing DBs
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	
51	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 enamelled wire with 'E' class insulation material and making connections etc. as required. (New model ceiling fan)	N.A.
a	upto 1200 mm sweep (New model ceiling fan)	
b	1400 mm sweep (New model ceiling fan)	
52	Rewinding of Exhaust / ventilating fan motor including all necessary material, The motor is to be wound taking no. of coils, turns and pitch as it was originally wound with required size super enamelled wire with 'E' class insulation material and making connections etc. as required.	N.A.
a	upto 450 mm sweep	
b	600 mm sweep	
53	Rewinding of single phase motor of 1400 RPM upto 2.0 H.P. rating including all necessary material and of the same characteristics as original with required size of super enamelled wire 'E' class insulation material and testing etc. as required.	

54	Rewinding of three phase squirrel cage induction motor of 1400 to 2800 RPM including all necessary material and of the same characteristics as original with required size of super enamelled wire 'E' class insulation material and testing etc. as required.		
a	3.0 H.P.		
b	5.0 H.P.		
c	10 H.P.		
d	12.5 H.P.		
e	15.0 H.P.		
55	Repairing of fresh air / exhaust fans including all necessary material and of the same characteristics as original with required size of super enamelled wire with material and testing etc. as required.		
56	Repairing / rewinding of wall mounted fans including all necessary material and of the same characteristics as original with required size of super enamelled wire with material and testing etc. as required.		
57	Supplying upto 600 mm metal body fan blades for fresh air / exhaust fan	Havells / Crompton / Bajaj	
58	Supplying fresh-air / exhaust fans of following size complete with all accessories etc. as required-		
a	upto 300 mm sweep (Metal body)		
b	upto 600 mm sweep (Metal body)		
	c	upto 450 mm sweep (PVC body)	
59	Supplying wall fans of following type and size with all accessories etc. as required-	Havells / Crompton / Bajaj / Almonard	
a	Plastic body upto 400 mm sweep		
	b	Metal body upto 450 mm sweep	
60	Supplying single phase AC supply, 2-wire, solid static, fully electronics of accuracy class-1, bakelite LCD display, for 240V \pm 5% upto 30 Amps energy meter	Genus/ HPL/ Secure	
61	Supplying three phase AC supply, 4-wire, solid static, fully electronics of accuracy class-1, bakelite LCD display, for 415V \pm 5% upto 60 Amps energy meter		
62	Supplying upto 6 mm thick laminated Bakelite sheet complete with cutting & drilling etc. for different module switch/socket box, energy meter base etc. as required at site and as per directions of Engineer-In-Charge	N.A.	
63	Supplying following accessories for existing installed ceiling fan		
a	Down rod of 15 mm dia. ERW (Electrical resistance welded) of 1.6mm nominal thick medium duty steel pipe including cutting, threading, drilling etc. as required upto the length of 60inch etc. as required.		
b	<u>CRCA sheet and bolts (2nos) of 6mm with spring washer nut, checkout & split pin, fan rubber, Nut Bolt & Locking Pins etc. as required.</u>		
64	Supplying protected impact resistant poly carbonate / Polystyrene enclosures of size: 200 X 200 X 115mm		
65	Supplying cut-block / fan plate etc. as required and as directed by Engineer-In-Charge		
66	Supplying stem type ISI marked (IS 3017 / 85) , snap action bipolar adjustable thermostat with built in auto thermal cut out of storage water heater.		
67	Supplying 2 / 3 KW Nickle plated, mineral filled heating element		

	etc. complete in all respect.	
68	Repairing of submersible pump of with replacement of broken impellers, diffuser, bush/bearing set, oil seal complete with testing etc. as required. Replacement of material or components as instructed by Engineer-In-Charge	N.A.
a	0.5 H.P. To 1.0 H.P.	
b	2.0 H.P.to 3.0 HP	
c	Above 3.0 HP to 5.0 HP	
d	From 7. 5 HP to 10.0 HP	
69	Supplying 110/220 V, unibody LED Indicating lamp IEC 60947 with integral circuit, IP 65 above panel & IP 20 terminal block, approx. body dia for panel not less than 20 mm, length min. 50mm, front LED cover dia min. 29 mm, contact material phosphor bronze for Led, PCB contacts shall be of brass (tin plated), impulse dielectric tested for 2.5 KV, rated insulation resistance shall be 100 M ohm at 500VDC etc. as required.	Any ISI mark
a	Red/yellow/Green colour	
b	Blue / white Colour	
B. Air conditioning Works		
1	Supplying following rating compressor gas as required.	
a	R-22 gas (in pressurized can)	
b	R-134 gas (in pressurized can)	
c	R-410	
d	R-32	
e	R-600A (in pressurized can)	
f	R-404A	
2	Supplying LPG welding can as required etc. as required -230 gm or more	N.A.
3	Supplying Copper brazing bar as required (Round) etc. as required - 20 gm & more each	
4	Supplying of Interconnecting refrigerant pipe of thickness as per specifications- Heavy Gauge	
a	6.35 mm	
b	9.53 mm	
c	12.7 mm	
d	15.88 mm	
5	Supplying ISI Marked Compressor Fan motor with blade etc. compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	
6	Supplying overload protection contactor for Air condioner as required	
7	Supplying Indoor fan motor etc. compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	Any ISI make
8	Supplying Remote compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	
9	Supplying Display set (Complete Assembly Including Sensor) compatible with Hitachi 1.5 Ton Air Conditioner etc. as required	
10	Supplying Compressor of following rating etc. as required	
a	1.0 ton	
b	1.5 ton	
c	2.0 ton	
11	Supplying Capacitor etc. as required (15 to 60 mfd) -Running	
12	Supplying Capacitor etc. as required (35 to 60 mfd)-Running	
13	Supplying Infrared sensor etc. as required.	
14	Supplying Hard rigid PVC (20/25mm) drain piping etc as	
		Emerson or any similar make as per site requirement
		Any ISI make

	required.	
15	Supplying Fan Motor for Air Conditioner and water cooler, make-Marathon as required	Marathon
16	Supplying blades for Air Conditioner, as required	As required
17	Supplying 12 inch blades for water cooler as required	
18	Supplying 5 watt condenser fan motor & blades for water cooler as required	
19	Supplying 1/35 HP water cooler fan motor & blades as required	
20	Supplying overload protection relay etc. for Refrigerator as required	
21	Supplying OLP etc. for water cooler as required	
22	Supplying Thermostat for Water cooler as required, make-Godrej, Whirlpool	Godrej / Whirlpool
23	Supplying Thermostat for Refrigerator as required	As required
24	Repairing of PCB of Air Conditioner as required	
25	Repairing of PCB of Refrigerator as required	
26	Supplying Condenser Coil of Air Conditioner as required	
27	Supplying Condenser Coil of water cooler as required	
28	Supplying Condenser Coil of Refrigerator as required	
29	Supplying Air Conditioner indoor Swing motor as required	
30	Supplying Air Conditioner indoor Blower motor as required	
31	Supplying Dryer for Refrigerator as required	
32	Supplying Capillary for Refrigerator 0.36 mm as required	
33	Supplying Freezer box for Refrigerator as required	
34	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	
35	Supplying Pipe/Tube Roll 3/8" for water cooler as required	
36	Supplying Pipe/Tube Roll 1/4" for water cooler as required	
37	Supplying Ball valve set for water cooler as required	
38	Supplying of Defrost sensor for Refrigerator as required	
39	Supplying of auto shut-off magnetic sensor for water coolers as required	Eureka Forbes or equivalent
40	Supplying of Blower for AC indoor unit as required	As required
41	Supplying of Insulation tape as required	
42	Supplying of Insulation Foam as required	
43	Supplying of Flare nut as required	
44	Supplying of valve for AC gas refilling as required	
45	Repairing of condenser coil as required	
46	Repairing of Stabilizer as required	
47	Repairing of water cooler tray as required	
48	Supply of water cooler tray (SS304) as required	
49	Supplying of NRV as required	
50	Supplying Heating element 3-phase for Solar water heater 15kW	
51	Supplying Air Release Valve for Solar water heater system	
52	Supplying Recirculation Pump (0.25 HP- 1 HP)	Kiroskar /Johnson or Equivalent
C. Plumbing Works		
1	Semi Rigid PVC waste pipe for sink and wash basin 32mm dia. with length not less than 700 mm i/c PVC waste fittings	As required
2	Flexible (coil shaped) PVC waste pipe for sink and washbasin 32 mm dia. with length not less than 700 mm I / cPVC waste fittings	
3	15 mm PTMT Bib Cock	
4	C.I. sluice valve (with caps) class II : 100 mm dia.	

5	C.I. sluice valve (with caps) class II : 125 mm dia.	
6	C.I. sluice valve (with caps) class II : 200 mm dia.	
7	PTMT Bib cock long body 15mm (MARC MOR-1030)	
8	CP Brass Bottle Trap MARC	
	G.I. Elbow	
9	(a) 15mm Nominal Bore	
10	(b) 20mm Nominal Bore	
11	G.I. Union 25 mm	
12	G.I. Tee 25 mm	
13	PTMT-Waste Coupling 32mm	
14	PTMT Liquid Soap Container of 400 ml capacity each 105.0	
15	PTMT - Towel Ring 215x200x37 mm	
16	PTMT - Towel Rail (450 mm long)	
17	PTMT - Towel Rail (600 mm long)	
18	PTMT Shelf 450x124x36 mm	
19	PTMT Soap Dish/Holder 138x102x75 mm	
20	S.W. Gully Trap P-type 100x100 mm	
21	S.W. Gully Trap P-type 150x100 mm	
22	White plastic seat (solid) with lid C.P. brass hinges and rubber buffers	
23	100 mm S.C.I. trap with 100 mm inlet and 100 mm outlet	
24	Vitreous china flat back wash basin 630x450 mm	
25	Vitreous china pedestal for wash basin	
26	Vitreous china Orissa type W.C. pan size 580 mm	
27	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	
28	Vitreous china 10 liters low level cistern with fittings	
29	Flushing Cistern P.V.C. 10 liter capacity (low level) (White) (with fittings, accessories and flush pipe)	
30	White vitreous china laboratory sink 600x450x200 mm	
31	C.I. bracket for wash basin and sinks	
32	15 mm Battery Based Sensor Pillar Cock	
33	Stainless steel kitchen sink - with drain board 510 x 1040 mm bowl depth 225 mm	
34	Stainless steel kitchen sink - without drain board 610x510 mm bowl depth 200 mm	
35	Battery based infrared sensor operated white Vitreous Urinal of approx. size 610x390x370 mm	
36	(CPVC) pipe 50 mm nominal dia.	
37	(CPVC) pipe 40 mm nominal dia.	
38	(CPVC) pipe 32 mm nominal dia.	
39	(CPVC) pipe 25 mm nominal dia.	
40	(CPVC) pipe 20 mm nominal dia.	
41	(CPVC) pipe 15 mm nominal dia.	
42	Rubber Gaskets Conforming to I.S 5382 of S.B.R quality 100 mm dia.	
45	CP Brass Bib cock MARC 15mm. (MOR-1020)	As required
46	CP Brass Bib cock long body 15mm (MARC MOR-1030)	
47	CP Brass Angle valve 15mm (MOR-1060A)	
48	CP Brass Central hole basin mixer with braided (MARC)(MOR-1100)	As required
49	CP Brass Wall mixer non telephonic type (MARC)(MOR-1120)	

50	CP Brass Overhead shower with arm (MOR-1240 +MSR1050)	
51	CP Brass Bib cock two-in-one (MOR-1380)	
52	CP Brass Health faucet (MARC/MAC-3050)	
53	CP Brass Sink Mixer (MOR 1160)	
54	CP Extension nipple 1.5"X15mm	As required
55	PTMT Swan Neck 15 mm	
56	Jet Spray with 1.5 meter tube	As required
	G.I. Nipple 15 mm nominal bore	
57	(a) 50mm long	
58	(b) 75mm long	
59	(c) 100mm long	
60	(d) 150mm long	
	G.I. Nipple 25 mm nominal bore	
61	(a) 50mm long	
62	(b) 75mm long	
63	(c) 100mm long	
64	G.I. Dead cap 15mm nominal bore	
	G.I. Socket	
65	(a) 15mm nominal bore	
66	(b) 20mm nominal bore	
67	G.I. tees (equal) 15mm nominal bore	
68	G.I. tees (equal) 20mm nominal bore	
69	CP Extension nipple 2"X15mm	
70	M-Seal	
71	PVC connection washer	
72	Siphon washer	
73	PVC connection pipe 24"	
74	PVC connection pipe 36"	
75	Brass ball set washer	
76	X nipple 15mm	
77	X Nipple 25 mm	
78	Full way valve 25mm	
79	G.I. dead plug 25 mm	
80	G.I. Tank nipple 25 mm	
81	GI 50mm Nominal Bore	
82	G.I. Union 50 mm	
83	G.I. socket 25 mm	
84	G.I. Tee 50 mm	
85	G.I. Elbow 25 mm	
86	Sink Coupling	
87	Cistern Long Band	
88	Cistern short band	
89	PTMT Ball Cock complete with Epoxy Coated Aluminum Rod & H.D. Ball 15mm Nominal Bore	
90	PTMT Ball Cock complete with Epoxy Coated Aluminum Rod & H.D. Ball 50mm Nominal Bore	
91	CP P-Trap Jali 4"	
92	CP P-Trap Jali 5"	
93	Ball Valve 15 mm	
94	Ball Valve 25 mm	
95	Ball Valve 20mm	
96	Ball valve 32 mm	
97	Ball valve 40 mm	

98	Ball Valve 50 mm	
99	Dura Cell (AAA)	
100	Wash Basin Mixture Body	
101	Urinal Connector	
102	CPVC 50 mm Elbow	
103	CPVC 50 mm Socket	
104	CPVC 50 mm Tee	
105	CPVC 50 mm Union	
106	CPVC 40 mm Elbow	
107	CPVC 40 mm Socket	
108	CPVC 40 mm Tee	
109	CPVC 40 mm Union	
110	CPVC 32 mm Elbow	
111	CPVC 32 mm Tee	
112	CPVC 32 mm Socket	
113	CPVC 32 mm Union	
114	CPVC 25 mm Elbow	
115	CPVC 25 mm Socket	
116	CPVC 25 mm Union	
117	CPVC 25 mm Tee	
118	CPVC 20 mm Elbow	
119	CPVC 20 mm Socket	
120	CPVC 20 mm Tee	
121	CPVC 20 mm Brass Tee	
122	Doctor Tap for scrub station	
123	CPVC 20 mm Brass Elbow	
124	CPVC 20 mm Union	
125	CPVC 20 mm FTA	
126	CPVC 20 mm MTA	
127	CPVC 20 mm Dead Cap	
128	CPVC 15 mm Elbow	
129	CPVC 15 mm Socket	
130	CPVC 15 mm Brass Elbow	
131	CPVC 15 mm Union	
132	CPVC 15 mm FTA	
133	CPVC 15 mm MTA	
134	CPVC 15 mm Dead Cap	
135	CPVC Solvent	
136	PVC Connection Pipe Mixture	
137	PVC Flush Tank Knob Set	
138	Teflon Tape	
139	Wooden Screw 50 mm	
140	Wooden Screw 32 mm	
141	Wooden Screw 40 mm	
142	Wooden Screw 65 mm	
143	Wooden Screw 75 mm	
144	PVC rawl plug - 6mm	
145	PVC rawl plug -8mm	
146	CPVC Reducer Socket 20 X 25 mm	
147	CPVC Reducer Socket 15 X 20 mm	
148	CPVC Reducer Socket 50 X 25 mm	
149	Syphon set (Medium quality)	
150	Cistern ball set	

As required

As required

151	Syphon set (high quality)
152	CPVC Reducer Tee 50x25mm
153	CPVC Reducer Tee 25x20mm
154	CPVC Reducer Tee 20x15mm
155	CPVC Reducer Socket 50x25mm
156	MTA Brass 20x15mm
157	MTA Brass 25mm
158	MTA Brass 50mm
159	FTA Brass 25mm
160	FTA Brass 20x15mm
161	FTA Brass 50mm
162	FTA 25mm
163	FTA 20x15mm
164	FTA 20mm
165	FTA 50mm
166	MTA 25mm
167	MTA 20x15mm
168	MTA 20mm
169	MTA 50mm
170	Push Cock for water coolers
171	SS Screw 50 mm
172	SS Screw 32 mm
173	SS Screw 40 mm
174	SS Screw 65 mm
175	SS Screw 75 mm
176	GI Union 50mm
177	GI Tank connection fitting - 50mm
178	Drip Seal
	G.I. Nipple - 50 mm
179	50 mm (Length)
180	80 mm (Length)
181	100 mm (Length)
182	125 mm (Length)
183	150 mm (Length)
184	GI Union -32 mm
185	GI Tank connection fitting - 32mm
	G.I. Nipple -32 mm
186	50 mm (Length)
187	80 mm (Length)
188	100 mm (Length)
189	125 mm (Length)
190	150 mm (Length)
	D.I Jointer
191	90 mm
192	110 mm
193	125 mm
194	140 mm
195	160 mm
	GI Reducer Tee
196	50 x 25 mm
197	32 x 15 mm
198	25 x 15 mm
	GI Reducer Socket

As required

199	50 x 25 mm	
200	32 x 25 mm	
201	25 x 15 mm	
	GI Reducer Elbow	
202	50 x 25 mm	As required
203	32 x 25 mm	
204	25 x 15 mm	
	CPVC Reducer Elbow	
205	50 x 25 mm	
206	32 x 25 mm	
207	25 x 15 mm	
208	CPVC Reducer Socket 25 X 15 mm	
209	Three layer insulated Polyethylene water storage tank with threaded cover suitable locking arrangement white in colour	
210	Polyethylene water storage tank cover and suitable locking arrangement of 500 liter capacity	
211	Polyethylene water storage tank cover and suitable locking arrangement of 1000 liter capacity	
212	Polyethylene water storage tank cover and suitable locking arrangement of 5000 liter capacity	
213	CP Toilet Paper Holder	
214	Urinal Sensor complete Acc.	
215	PVC 32 mm Pipe	As required
216	PVC 32 mm Elbow	
217	PVC 32 mm Tee	
218	PVC 32 mm Socket	
219	PVC 40 mm Pipe	
220	PVC 40 mm Elbow	
221	PVC 40 mm Tee	
222	PVC 40 mm Socket	
223	PVC 50 mm Pipe	
224	PVC 50 mm Elbow	
225	PVC 50 mm Tee	
226	PVC 50 mm Socket	
227	PVC 90 mm Pipe	
228	PVC 90 mm Elbow	
229	PVC 90 mm Tee	
230	PVC 90 mm Socket	
231	European wall hung WC	As required
232	Basin Diverter with spout	
233	Two Way Angle valve CP	
234	waste coupling 6" CP	
235	Two Way Bib Cock	
236	Overhead shower rose 110mm (Square/Circular)	
237	Sink Mixture with Swan Neck	
238	Sink Waste pipe Two-in-One	
239	3 way Nani Trap PVC 110x50	
240	2 way Nani Trap PVC110x50	
241	PVC 25 mm 6 kg MTA	
242	PVC 25 mm 6 kg pipe	
243	90x25 saddle	
244	25 mm GI Elbow	
245	25 mm GI Tee	

246	25 mm GI Union	As required	
247	25 mm GI Socket		
248	90 mm PVC Elbow 10 kg		
249	90 mm PVC Tee 10 kg		
250	90 mm PVC Pipe 10 kg		
251	80 mm Brass Gate Valve		
252	110 mm Sluice Valve		
253	125 mm Sluice Valve		
254	200 mm Sluice Valve		
255	100 mm CPVC mta		
256	100 mm CPVC pipe		
257	100 mm Foot Valve		
258	100 mm CPVC FTA		
259	100 mm CPVC socket		
260	110 mm PVC FTA 10 kg		
261	Glen Dori		
262	110 mm 3 way door Tee		
263	110 mm 2 way door Tee		
264	75 mm 3 way door t		
265	75 mm 2 way door t		
266	40 mm metro fall push valve		
267	32 mm metro fall push valve		
268	Araldite Bonding Material		
269	M.S. connection clip 50/75/100 mm dia		As required
270	C.P. Piller Cock 15 mm		
271	Seat Cover Screw		
272	Nuts and Bolts all type		
273	Solenoid valve coil 24 V		
274	Solenoid float valve sensor with 3 mtr. Wire		
275	Diverter with Shower complete Accessories		
276	Concealed valve dia. 15 mm		
277	Iron Cutter		
278	Wooden Cutter		
279	Stone Cutter		
280	SWR Pipe Single Socket 75mm		
281	SWR Pipe Single Socket 110mm		
282	SWR Pipe Single Socket 160mm		
283	Slotted Cowl (Terminal Guard) 100 mm dia.		
284	25 mm MTA		
285	25 mm PVC Pipe		
286	Diverter Plate	Jaugar, Model No: VIG-CHR-81065	
287	Spout	Jaugar, Model No: SPJ-CHR-81429	
288	Shower	Jaugar, Model No: OHS-CHR-1759	
289	Basin Diverter	Jaugar, Model No: ALD-CHR-233	
290	Basin Diverter Kit	Jaugar, Model No: VGP-CHR-81233	
291	Bottle Trap	Jaugar, Model No: ALD-CHR-769	
292	Under Counter Square	Jaugar,	

		Model No: CNS-WHT-701
293	Under Counter Round	Jaugar, Model No: CNS-WHT-705
294	Table Top (Lobby)	Jaugar, Model No: JDS-WHT-25909
295	Table Top (Matt White)	Jaugar, Model No: JDS-WHM-25907
296	Concealed Tank	Jaugar
297	Tank Plate	Jaugar, Model No: 812415
298	Wall Hung With Jet	Jaugar, Model No: SLS-WHT-6951J
299	Wall Hung	Jaugar, Model No: SLS-WHM-6953
300	Two Way Bib Cock	Jaugar, Model No: VGP-CHR-81041
301	Health Faucets	Jaugar, Model No: ALD-CHR-573
302	Two Way Angle Valve	Jaugar, Model No: 526A
303	Angle Valve	Jaugar, Model No: ARI-CHR-39053
304	Sink Mixer	Jaugar, Model No: VGP-CHR-81165
305	Towel Ring	Jaugar, Model No: KUP-CHR-35721
D. MasonWorks		
1	Stone Aggregate (Single size) : 40 mm nominal size	As required
2	Stone Aggregate (Single size) : 20 mm nominal size	
3	Stone Aggregate (Single size) : 12.5 mm nominal size	
4	Stone Aggregate (Single size) : 10 mm nominal size	
5	Stone Aggregate (Single size) : 6 mm nominal size	
6	Coarse sand (zone III)	
7	Portland Cement (OPC-43 Grade)	
8	White Cement	
9	Sealant primer	
10	Kota stone slab 20 mm to 25 mm thick (semi-polished)	
11	18 mm thick Flamed finish granite stone slab	
12	Tile fixing chemical adhesive	
13	Acrylic based sealing compound	
14	Common burnt clay F.P.S. (non-modular) bricks class designation 7.5	
15	Coloured inter locking C.C. paver Block	
16	F.P.S. (non modular) clay fly ash bricks class designation 7.5	
17	Chequered precast cement concrete tiles 22 mm thick using marble chips of size 6mm - Light shade using white cement	
18	High polymer modified quickset tile adhesive	
19	Vitrified floor tile 60x60 cm conforming to IS:15622:2006 group (B1a)	
20	Vitrified floor tile 80x80 cm conforming to IS:15622:2006 group (B1a)	
21	Vitrified floor tile 100x100 cm conforming to IS:15622:2006 group (B1a)	
22	Ceramic Glazed Tiles 1st quality 300 x 300 mm in all shades and designs of White, Ivory, grey, Fume Red brown etc.	

23	Ceramic Glazed Tiles 1st quality minimum thickness 5mm in all colours shades and designs except burgundy, bottle green, black.	
24	Pea Gravel	
25	Granite of colour black, cherry/ruby red 18 mm thick (slab area upto 0.50 sqm)	
26	Granite of all colour except black, cherry/ruby red 18 mm thick (slab area above 0.50 sqm)	
27	Granite of colour black, cherry/ruby red 18 mm thick (slab area above 0.50 sqm)	
28	Rectangular shape 600x450 mm precast R.C.C. manhole cover with frame - L.D. - 2.5	
29	Circular shape 450 mm dia precast R.C.C. manhole cover with frame - L.D. - 25	
30	Precast C.C. Kerb stone M - 25	
31	SBR Latex Bound Water proofing additive	
32	SRFC cover and frame 300X300 mm	
33	SRFC rectangular cover 455X610 mm with frame (Low duty)	
34	Square 5 Ton HDPE Manhole Chamber Cover 24"x24"	
35	Square 5 Ton HDPE Manhole Chamber Cover 18"x24"	
E. Carpentry/Welding Work		
1	Brass cupboard knob or wardrobe knob 50 mm	
2	Brass screws 50 mm	
3	Brass screws 40 mm	
4	Brass screws 30 mm	
5	Brass screws 25 mm	
6	Brass screws 20 mm	
7	75mm SS fancy handles for kitchen cabinet	
8	Anodised Aluminium sliding door bolt 300x16 mm	
9	Anodised Aluminium sliding door bolt 250x16 mm	
10	Anodised Aluminium tower bolt (barrel type) 250x10 mm	
11	Anodised Aluminium tower bolt (barrel type) 200x10 mm	
12	Anodised Aluminium tower bolt (barrel type) 150x10 mm	
13	Anodised Aluminium handles 125 mm with plate 175 x 32 mm	
14	Anodised Aluminium handles 100 mm with plate 150 x 32 mm	
15	Block board construction flush door with commercial ply on both faces 35 mm thick	
16	Stainless steel (SS 304 grade) adjustable friction window stay 355 x 19 mm	As required
17	Stainless Steel (SS 304 grade) adjustable friction window stay 510 x 19 mm	
18	100 mm mortice lock with 6 levers for aluminium door	
19	Pair of Anodised Aluminium lever handles for 100 mm mortice latch and lock	
20	Chlorpyrifos 20% E.C. / Lindane 20% E.C	
21	Chromium plated brackets (curtain rods)	
22	Aluminium hanging floor door stopper with twin rubber & stopper	
23	Hydraulic door closer tubular type Aluminium section body	
24	Double action hydraulic floor spring with stainless steel cover plate	
25	Nickled Chromium Brass cupboard lock 50 mm size	
26	Nickled Chromium Brass cupboard lock 65 mm size	
27	Aluminium round shape handle (powder coated)outer dia 100 mm	

28	Aluminium T or L sections
29	Stainless steel butt hinges 100x58x1.9 mm IS: 12817 marked
30	Stainless steel wire gauge (Grade-304) aperture 1.4 mm and 0.50mm dia wire
31	Float glass sheet of nominal thickness 4 mm (weight not less than 10 kg/sqm)
32	Float glass sheet of nominal thickness 5.5 mm (weight not less than 13.50 kg/sqm)
33	Frosted glass sheet of nominal thickness 4 mm (weighing not less than 10 kg/sqm)
34	Toughened glass 12 mm thickness
35	Hermetically sealed double glazed unit made with 6 mm thick clear float glass both side having 12 mm air gap
36	EDPM gasket for uPVC window / door
37	Rectangular shape 453x357 mm Mirror with Plastic moulded frame
38	Rectangular shape 1500x450 mm Mirror with Plastic moulded frame
39	Hard board 6 mm thick
40	Second class teak wood in planks
41	Sal wood in scantling
42	Kiln seasoned selected sheesham wood planks
43	Ply wood 5 ply with commercial ply on both faces 6 mm thick
44	12 mm commercial ply
45	18 mm thick block board with commercial ply veneering on both side
46	Oxidised mild steel pull bolt lock (locking bolt) of size 85 mm x 42 mm with screws, bolts, nuts and washers complete
47	Glue
48	Adhesive chemical
49	Wire nails
50	All drive screws (for gypsum board)
51	Bit of drilling machine for Hole upto 30mm dia
52	Primer (for gypsum board)
53	12.5 mm thick tapered edge gypsum plain board
54	12.5 mm thick Fully Perforated gypsum board
55	12.5mm thick tapered edge gypsum moisture resistant board
56	10 mm thick calcium silicate board
57	Galvanised Steel ceiling section (size 80x26x0.50 mm)
58	Galvanised Steel perimeter Channel (Size 20x27x30x0.50 mm)
59	Galvanised Steel intermediate Channel (Size 15x45x15x0.90 mm) Strap hanger
60	Galvanised Steel angle hanger (Ceiling angle) (Size 25x10x0.50 mm)
61	Galvanised Steel connecting clips (2.64 mm dia and 230 mm long GI wire)
62	Galvanised steel bolts & nuts 6 mm dia and 25 mm long round head with slots
63	Galvanised Steel soffit cleat (Size 27x37x25x0.60 mm)
64	Joint filler
65	Joint finisher
66	Joint tape roll
67	GI Metal Tile Lay-in Plain Tegular edge global white color tiles

As required

	of Size 595x595 mm and 0.5 mm thick
68	PVC Laminated Gypsum Tiles (Square edge) of Size 595x595 mm and 12.5 mm thick
69	Gypsum Tiles Fully Perforated Square edge of Size 595x595 mm and 12.5 mm thick
70	Main T ceiling sections 24x38x0.3 mm (3 metre long)
71	Perimeter wall angle 24 x 24 x 0.3 mm (3 metre long)
72	Intermediate cross T-Section 24x25x 0.3 mm (1.2 m long)
73	Intermediate cross T-Section 24x25x 0.3 mm (0.6 m long)
74	Hanger rod 4 mm thick
75	Adjustment clip 85x30x0.8 mm
76	Soffit cleat (Size 27x37x25x1.60 mm)
77	Dash hold fastener 12.5 mm dia, 50 mm long with 6 mm dia bolt
78	Galvanized wire mesh of average width of aperture 1.4mm and nominal dia of wire 0.63mm
79	Nickel plated M.S. pipe curtain rods 20 mm dia heavy type
80	Nickel plated M.S. Brackets for curtain rod 20 mm
81	Aluminium washer 2 mm thick 15 mm dia
82	Weather Silicon sealant
83	1.0 mm thick decorative laminated sheet
84	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.
85	30mm thick factory made single extruded WPC (Wood Polymer Composite) solid flush door shutter with Decorative PVC laminated foil of minimum thickness of 14 microns of approved design
86	Factory made single extruded WPC (Wood Polymer Composite) solid door/window, clerestory windows & other Frames/Chowkhat of frame size 45 x 85 mm
87	EPDM Gasket for uPVC window/door
88	Hire charges of Drill machine upto 30 mm dia.
89	Stainless steel fancy handle
90	Soft closing stainless steel hinges
91	Stainless steel telescopic drawer channels 500mm long
93	Stainless steel (Grade-304) basket (readymade)
94	Pre-laminated with decorative lamination on both side exterior Grade-I MDF Board 12 mm thick confirming to IS:14587
95	Pre-laminated with decorative lamination on both side exterior Grade-I MDF Board 18 mm thick confirming to IS:14587
96	Pre-laminated with decorative lamination one side and other side balancing lamination exterior Grade-I MDF Board 12 mm thick confirming to IS:14587
97	Pre-laminated with decorative lamination one side and other side balancing lamination exterior Grade-I MDF Board 18 mm thick confirming to IS:14587
98	Pre-laminated with decorative lamination one side and other side balancing lamination exterior Grade-I MDF Board 25 mm thick confirming to IS: 14587
99	PVC edge bending tape 2.00 mm thick
100	Factory made single extruded WPC (Wood Polymer Composite) solid plain white colored board of 18 mm thick
101	Factory made single extruded WPC (Wood Polymer Composite)

As required

	solid plain white colored board of 6 mm thick	
102	Factory made single extruded WPC (Wood Polymer Composite) solid plain white colored board of 12 mm thick	
103	Factory made 18 mm thick single extruded WPC (Wood Polymer Composite) solid plain white colour board Jali	
104	PVC edge beading	
105	Expandable fastener with plastic sleeve	
106	Teak wood lipping of size 25x3 mm in pelmets	
107	2nd class teak wood moulded beading or Taj beading/ornamental beading of size 18X5 mm	
108	Magnetic catcher triple strip vertical type	
109	Magnetic catcher double strip horizontal type	
110	Telescopic drawer channels 300 mm long	
111	Stainless steel roller for sliding arrangement in racks/cupboards/cabinets shutter	
112	Galvanised steel barbed wire of 9.8 kg /100metre	
113	Panic Bar / latch (Double point)	
114	Structural steel such as tees, angles channels and R.S. joists	
115	Pre-coated galvanised iron profile sheet 0.50 mm TCT	
116	UV stabilised 2 mm thick plain FRP sheet	
117	UV stabilised 2 mm thick corrugated FRP sheet	
118	Scaffolding net made of high density polyethylene UV stabilized having density 100gm/ sqm.	
119	Aluminium Grill as per IS 1868	
120	Wire mesh (rabbit)	
121	PVC Plain False Ceiling Tiles (Square edge) of Size 595x595 mm and 9.0 mm thick	
122	PVC Plain False Ceiling Tiles (Square edge) of Size 595x595 mm and 12.0 mm thick	
123	EPDM Gasket for uPVC window/door/Fire door double side	
124	Aluminium Window handle with necessary screws 100 mm	
125	Looking mirror for dressing table/toilets 6 mm thick	
126	Vinyl Frosted Window Film Self-Adhesive	
127	Multi wall 10mm thick polycarbonate sheet	
128	S S Extra heavy duty soft close Auto Hinges	
129	Drapery rods for curtains 20 mm dia as approved by engineer-in-charge	
130	Drapery rod brackets 20 mm as per approved design	As required
131	Drapery rod supporting clip	
132	PVC Pigeon Net	
133	Welding Rod	
134	SS Welding Rod	
F. Painting Works		
1	Water thinnable cement primer for interior wall surface, having VOC content less than 50 grams/ litre	As required
2	100% Premium acrylic dirt resistance, Silicone additives exterior paint	
3	Acrylic Exterior Primer	
4	Acrylic distemper 1st quality , having VOC content less than 50 grams/ litre	
5	White cement based putty	
6	Aluminium paint	
7	Synthetic enamel paint in all shades except black or chocolate	

	shade	
8	Premium plastic acrylic emulsion of interior grade, having VOC content less than 50 grams/ litre	
9	Textured exterior paint	
10	Thermoplastic paint	
11	Multi surface paint	
12	Fire retardant paint	
13	Water proofing cement paint	
14	Melamine polish	
15	Putty for wood work	
16	Premixed super white gypsum plaster.	
17	Plaster of Paris	
18	Red oxide Zinc chromate primer	
19	Aluminium primer	
20	Premium Acrylic exterior paint	
21	Epoxy Grout	
22	High Albedo paint	
23	Fire retardant paint	
24	Chemical Rust Remover	
25	Melamine solvent/thinner	
26	Sanding cloth 150 mm wide	As required
27	Sandpapers of assorted gratings	
28	Grease	
29	Turpentine oil	
30	Kerosene oil	
31	Synthetic Acrylic Anti-Slippery paint for sports courts	
32	Pigment of desired colour shade to get specific colour for wall painting work	
33	Painting brush of approved quality and make	
a	125 mm	
b	100 mm	
c	75 mm	
d	50 mm	
34	Plastic emulsion Paint	
35	Roller brush	
a	9"	
b	6"	
G. Miscellaneous Supply and Labour Works		
1	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 have 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.	Through specialized agency only
2	Water supply tanker of 5000 litre capacity	N.A.
3	Tractor with trolley	N.A.
4	Hire charges of Diesel Road Roller - 8 to 10 tonne	N.A.

5	Hire charges of Pump set of capacity 4000 litres/hour	
6	Hire charges of Concrete Mixer 0.25 to 0.40 cum with Hopper	
7	Masking tape	
8	Cat's eye	
9	Providing and applying 2.5 mm thick road marking strips (retroreflective) of specified shade/ colour using hot thermoplastic material by fully/ semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	
10	Solar Road Stud Light (Red/yellow, 115x100x22mm)	
11	Micro Concrete compound	
12	Tools and plant as required at site for attending and rectifying faults. Testing kits as per Annexure-I of NIT) 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.	
13	Uniform kits including safety shoes- 1 no. + Shirt- 02 nos. + 02 nos. Pant + Winter uniform (sweater / jacket).* It is Mandatory for the contractor to provide all required items under this sub-head to all the deputed staff without fail.	
14	JCB diggers, & excavators on hiring basis	
II. Labour Component		
1	Providing services of Carpenter for New Work, Maintenance and Repairing fixing of Damaged Doors, Windows, Ventilators of Steel/Wood /PVC/ Aluminium, repairing all types of False Ceiling Works etc. at all floors, fixing of glass panes of Door/Windows including fittings, looking mirrors and all other carpentry works required to keep them in proper functional conditions to the entire satisfaction and as per direction of the Engineer-in-charge. (All working days 09:00 AM to 05:00 PM - 04 Nos. Carpenter or as required).	N.A.
2	Providing services of Pump Operator for Maintenance and Repair of to keep the entire water supply system efficient and functional to the entire satisfaction and as per direction of the Engineer-in-charge. (All Days) (Shift-One 06:00 AM to 02:00 PM – 01 No. Operator; Shift-Two 09:00 AM to 05:00 PM. – 01 No. Operator; Shift-Three 02:00 PM to 10:00pm 01 No. Operator or as required)	
3	Providing services of Plumber for Maintenance and Repair of plumbing system for the entire campus including repairing leakages or over flows of water from PVC/RCC overhead tanks, cisterns, replacement of GI pipes, fitting and fixtures to keep the entire water supply system efficient and functional to the entire satisfaction and as per direction of the Engineer-in-charge. (All days) (Shift-One 06:00 AM to 02:00 PM – 3 Nos. Plumber; Shift-Two 09:00 AM to 05:00 PM. – 02 Nos. Plumber; Shift-Three 02:00 PM to 10:00 pm 02 Nos. Plumber, Shift-Four 10:00PM to 06:00PM 01 Nos. Plumber or as required)	N.A.
4	Providing services of Mason for Maintenance and Repair of all internal and external plaster, flooring, all masonry work, RCC, CC gola, leakages of roofs, floor, traps, W.C. joints of pipes,	N.A.

	water proofing & fittings and fixing frames for manholes, traps, all type of tiles and all types of civil etc. to the entire satisfaction and as per direction of Engineer-in-Charge. (09:00 AM to 05:00 PM- 06 Nos. Masons or as required)	
5	Providing services of Painter/Polisher for attending touching up & Complete painting and finishing work. Including the repaired/damaged wall/wooden/steel surfaces (Internal & External) etc. to the entire satisfaction of Engineer-in-charge. (09:00 AM to 05:00 PM - 06 Nos. Painters or as required)	N.A.
6	Providing services of Welder/Black Smith for miscellaneous welding, Fabrication and Smithy related works in the institute and as instructed by AIIMS-Jodhpur authorities to the entire satisfaction of Engineer-In-Charge. (09:00 AM to 05:00 PM - 02'No. Welder or Black Smith or as required)	N.A.
7	Providing services of Electrician (minimum qualification ITI with 5 years experience) for maintaining and repairing of complete electrical system for the entire campus including repairing/replacing of electrical fitting and fixtures e.g. florescent lights, PL/CFL/LED lights, Fans (exhaust/ceiling/wall mounted), switch / sockets, external / street lights, Fire control system, IT system etc. and keep the entire system efficient and functional to the entire satisfaction and as per direction of the Engineer-in-charge.	ITI with 5 years experience
8	Providing services of Mechanic (E&M) (minimum qualification ITI with 3 years experience) for installation, commissioning, operation and maintenance of all activities pertaining to Electrical/ Electronics (low voltage)/ Telephone, LAN, Mechanical Engineering requirements of the institute – design and engineering etc undertake periodic preventive and breakdown maintenance of the equipment to the entire satisfaction and as per direction of the Engineer-in-charge. (Shifts as required)	ITI with 3 years experience
9	Providing services of Mechanic (A/C &R) (minimum qualification ITI with 3 years' experience) for installation, commissioning, operation and maintenance all activities pertaining to Air Conditioning and Refrigeration requirements of the institute – design and engineering etc. This role monitors the Air conditioning plant, A/c water coolers, room air conditioning etc. Undertakes preventive and breakdown maintenance of heating / cooling systems to the entire satisfaction and as per direction of the Engineer-in-charge.(Shifts as required)	ITI with 3 years experience
10	Providing services of Enquiry Clerk (minimum qualification graduate) having knowledge of computer (Shift-One 6.00 AM to 2.00 PM) (Shift-Two 2.00 PM to 10.00 PM) (Shift-Three 10.00 PM to 06.00 AM), (computer & peripherals including operating staff and necessary consumable/software shall be arranged by the contractor at his own cost). Agency shall avail the facility of existing two nos. telephone & One internet/broadband connection provided by the department. However, the payment of bills for the same Shall be borne by the agency itself. Followings jobs are required to be performed to the entire satisfaction and as per direction of the Engineer-in-charge: - a) Downloading the complaints received through Call Centre on daily basis and assigning the work to the workers of respective trade as per the benchmark time defined. b) Recording the complaints received at service centre in person or through telephone and logging these	Minimum graduate

	complaints at Call Centre and assigning the work to the workers of respective trade. c) Uploading the status of attending of the complaints on daily basis on AIIMS website so that the back log is not more than the time mentioned in the benchmark schedules per AIIMS website. d) Preparing the abstract of attended / unattended complaints on daily, weekly and monthly basis and submitting the same to the concerned Engineer-in-charge of the service centre or his authorized representative. e). Generation of vacation /occupation report from AIIMS web site. f) Any other miscellaneous works connected with above as per direction of Engineer-in-Charge. g) Supervising the staff and work.	
11	Providing services of Beldar for assisting all above skilled staff i.e. Carpenter, Plumber, Mason, Painter, Electrician etc. They can also assist the work at various locations of AIIMS-Jodhpur campus as per requirement i.e. cleaning of terrace, strong water drainage etc. and as instructed by AIIMS-Jodhpur authorities to the entire satisfaction of Engineer-In-Charge. (Shifts as required)	N.A.
12	Transportation of furniture/materials by mechanical transport from AIIMS store to Institutional buildings/ Hostels/ Bungalows/ Flats and vice versa by providing Bolero Camper (5 Seater) or equivalent AC vehicle in good condition the registration of which is not older than 03 years from the date of issue of work order and total running not more than 25000 Kms with driver for loading, unloading and stacking for carriage of Durable/non-durable furniture, building material etc. Upto10 km. radius, with an average running of 30 km. per day. The rate shall include the hire charges of the vehicle, cost of fuel and other lubricants etc. required for running the vehicle, wages of driver and adequate manpower engaged, repair of vehicle in case of breakdown and cost of penalty, if any, imposed for violating traffic rules by the driver & necessary approval of Police authority inclusive of all related expenses for running in VIP area during no entry period. These all shall be borne by the contractor and nothing extra shall be paid on any account. (All working days)	N.A.
13	Running service centre 24 X 7 at AIIMS Jodhpur by using mobile application / computer software-based complaint lodging and management system for integrated with management of manpower & inventory MIS + biometric attendance system.	N.A.

**Superintending Engineer
AIIMS, Jodhpur**

ANNEXURE –I**Bidder's Information**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Executive Director/Executive 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).	
EMD / exemption 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 - II**FINANCIAL INFORMATION**

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

i. Gross Annual Turn Over

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

ii. Profit / Loss for last Five years ending 31.03.2023

S. No.	Financial Information in Rs. Equivalent	For year 2018-19	For year 2019-20	For year 2020-21	For year 2021-22	For year 2022-23
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 – III**DETAILS OF ALL WORKS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING SEPTEMBER, 2023**

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 – IV

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

Signature of Authorized officer (with designation)

Note:

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

ANNEXURE –V**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 have imposed any action as per NIT rules.

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

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

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

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

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

Signature of Bidder(S) with Seal

FORMAT OF PERFORMANCE SECURITY (GUARANTEE)

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

(indicate the name of bank)