

**Tender for  
Repair and resurfacing of roads at damaged  
portions, connecting pathway between type I  
Quarter and Temple, development of two vehicle  
parking space near PG Hostel and providing precast  
RCC covers on open drain in front of PG & Girls  
Hostel at Residential**

N.I.T. No.	AIIMS-JDH/EE/CIVIL/2023-24/13
NIT Issue Date	05 January, 2024
Pre-bid meeting	12 January, 2024, 03:00 p.m.
Last Date of Online Submission of tender	19 January, 2024, 03:00 p.m.
Technical Bid Opening	20 January, 2024

**Tender Document may be downloaded from following websites**  
[www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in), <http://eprocare.gov.in>, [tenders.gov.in](http://tenders.gov.in)



**All India Institute of Medical Sciences, Jodhpur**

Basni Phase – II, Jodhpur – 342005, Rajasthan

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

**NOTICE INVITING TENDER**

<b>S. No.</b>	<b>Particular</b>	<b>Remarks</b>
1.	Name of work	<b>Repair and resurfacing of roads at damaged portions, connecting pathway between type I Quarter and Temple, development of two vehicle parking space near PG Hostel and providing precast RCC covers on open drain in front of PG &amp; Girls Hostel at Residential Complex</b>
2.	Tender No.	AIIMS-JDH/EE/CIVIL/2023-24/13
3.	Time Allowed	03 Months
4.	Estimated Cost	₹. 69,42,603/-
5.	EMD Amount	₹. 1,40,000/-
6.	Tender documents	Download from following websites- <a href="http://www.aiimsjodhpur.edu.in">www.aiimsjodhpur.edu.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
7.	Last date and time of online submission of tender	19 January, 2024, 03:00 p.m.
8.	Date of online technical bid opening	20 January, 2024

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

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

## NOTICE INVITING TENDER

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

### Instructions for the Bidder/ the service provider: -

1. **Bids shall be submitted online only at CPPP website:**  
<https://eprocure.gov.in/eprocure/app>.

2. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.

3. **Bidder/Service Providers are advised to follow the instructions provided in the 'Instructions to the Service Providers/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.**

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

4. **Criteria of Eligibility:** The contractor who fulfils the following requirements shall be eligible to apply, Joint ventures are not accepted:

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

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

**One similar works each of value not less than 80% of the estimated cost put to Tender within last 07 years up to December, 2023**

**Similar work shall mean "Resurfacing/ Construction of Bituminous Road.**

**Note:** Completion certificate should be attached (work must be completed in all respect as per Annexure-III).

5. **Performance Guarantee** 5% of the tendered value will be submitted within 07days from the date of issue of award of work. The same shall be valid for 03 months plus 60 days. PG will be released to the contractor after completion of work and issuance of completion certificate from Engineer-In-Charge.

6. **Security Deposit** an amount equal to 2.5% of tendered value of the work will be deducted with each running bill as well as final bill.

7. **Turnover:** Average annual financial turn over should be at least **50%** of the estimated cost during the immediate last **3 Consecutive Financial Years** i.e 2020-21,2021-22,2022-23.

8. **Earnest Money Deposit:**

a. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 1,40,000/-** by way of demand draft of scheduled bank or Bank Guarantee only. The Demand Drafts or Bank Guarantee shall be drawn in favor of "**All India Institute of Medical Sciences, Jodhpur**".

b. The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date & time of Bid

Submission as mentioned above. The bid without EMD will be summarily rejected. **The Xerox copy of EMD is to be scanned and uploaded along with the technical bid documents.**

- c. Bidder will not be permitted to withdraw his offer or modify the terms & conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- d. **Exemption:** The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are **exempted to submit only EMD (Copy of registration must be provide along with technical bid)** other conditions will remain same as per other tender conditions/ **No other relaxation shall be allowed.**
- e. **Refund / return:** The EMD of the unsuccessful bidder(s) will be returned after finalization of the tender. The EMD of the successful bidder shall be returned after his submission of Performance guarantee. No interest will be payable by AIIMS, Jodhpur on the EMD.

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

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

#### 10. Tender documents:

##### I. Technical Bid:

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

- a) Copy of registration of appropriate class & category with CPWD/MES/Railways/PWD(Raj.) /PHED(Raj.)
- b) Copy of completion Certificated issued by respective client for qualified similar work (Ref. para 4 Criteria of eligibility).
- c) Certificate of Financial Turn over: At the time of submission of bid contractor should upload Certificate from CA mentioning Financial Turnover of last 3 consecutive financial years 2022-23, 2021-22, 2020-21.
- d) Copy of PAN Card.
- e) Copy of GST Registration.
- f) Certificates as per Annexure-I to VI.

**Note: Bidder has to ensure to upload above documents (a to f) before submission of technical Bid.**

##### II. Financial Bid

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

11. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services

- required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
12. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: - The Notice Inviting bid, all the documents including conditions, specifications if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  13. 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.
  14. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point/points and in what manner they are to be commenced, and from time to time carried on.
  15. 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.
  16. All malba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/hostels and other open spaces whatsoever shall be disposed-off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said malba (approx. 4.5 cubic metres), the same shall be disposed-off by the contractor to the authorized municipal dhalao/dumping ground and nothing extra shall be paid on this account. In case of non- removal/disposal in the specified period, a Compensation of Rs. 1000/- (Rupees One Thousand only) per day shall be recovered from the contractor.
  17. The contractor will not pitch up tents for laborers, materials and his stores, etc.
  18. 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.
  19. The contractor shall clear the site properly after the completion of the work.
  20. All T&P, Scaffoldings, Instruments/Meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
  21. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department.
  22. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
  23. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in- charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity

continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.

24. **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.
25. 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.

**Executive Engineer (C)**  
**AIIMS Jodhpur**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR**

**NIT NO: AIIMS-JDH/EE/CIVIL/2023-24/13**

**Percentage Rate Bid for works: Repair and resurfacing of roads at damaged portions, connecting pathway between type I Quarter and Temple, development of two vehicle parking space near PG Hostel and providing precast RCC covers on open drain in front of PG & Girls Hostel at Residential Complex**

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

Dated .....

Signature of Contractor:

Address:



## GENERAL CONDITIONS OF CONTRACT

### CLAUSE 1

#### Performance Guarantee / Security Deposit

- (i) The contractor shall submit an irrevocable **Performance Guarantee of 5%** (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for its proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in this document from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in performa of schedule on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Performance Guarantee by any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Executive Director, AIIMS, Jodhpur is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - b. Failure by the contractor to pay **Executive Director, AIIMS Jodhpur** any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Executive Director, AIIMS- Jodhpur.

### CLAUSE 1A

#### Return of security deposit

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

sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the **“All India Institute of Medical Sciences, Jodhpur”**, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee (security deposit) 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.

## **CLAUSE 2**

### **Compensation for delay**

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

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

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

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

## **CLAUSE 3**

### **When Contract can be Determined: -**

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

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer –in-Charge.  
When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Executive Director, AIIMS, Jodhpur shall have powers:
  - (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

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

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

### **CLAUSE 3A**

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

### **CLAUSE-4**

**Contractor Liable to pay compensation even if action not taken under**

### **CLAUSE-3: -**

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

### **CLAUSE 5**

**Time and Extension for Delay: -**

The time allowed for execution of the Works as specified in the performa of schedule or the extended time in accordance with these conditions shall be the essence of

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

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

## **CLAUSE 6**

### **Measurements of Work Done: -**

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

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

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

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

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

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

## **CLAUSE 7**

### **Payment-**

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the authorized representative of Engineer-In-charge to the effect that the work has been

completed. No payment shall be made for work, estimated to cost Rs. Twenty lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty lac the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The payment shall be made on the basis of running payment mode i.e. Monthly Running Account Bills to the main contractor. The contractor will claim / submit the RA-Bill on monthly basis only except the final bill which shall be submitted according to the subsequent Clause-9 (**Payment of final bill**) of GCC.

## **CLAUSE 8**

### **Completion Certificate and Completion Plans**

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

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

## **CLAUSE 9**

### **Payment of final bill**

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

in under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative.

#### **CLAUSE 10A**

##### **Materials to be provided by the Contractor**

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

#### **CLAUSE 11**

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

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

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

take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **CLAUSE 12**

### **Deviation/Variations Extent and Pricing**

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

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

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

A. For Project and original works:

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

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

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

### **Deviation, Substituted Items, Pricing**

A. For Project and original works:

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

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

### **Deviation, Deviated Quantities, Pricing**



## A. For Project and original works:

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

## A. For Project and original works:

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

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

**CLAUSE 13****Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

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

(i) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

**Clause 14****Carrying out part work at risk & cost of contractor**

If contractor:

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

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

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

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

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

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

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

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

## **CLAUSE 15**

### **Suspension of Work**

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

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

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

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

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

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

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

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

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

## **CLAUSE 16**

### **Action in case work not done as per Specifications**

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

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Performa of schedule may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject

the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17**

##### **Contractor liable for damages, defects during defect liability Period**

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

#### **CLAUSE 18**

##### **Contractor to supply tools & plants etc.**

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

#### **CLAUSE 21**

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

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

Charge on behalf of the Executive Director, AIIMS, Jodhpur shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

**CLAUSE 22**

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

**CLAUSE 23**

**Changes in firm's constitution to be intimated**

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

**CLAUSE 25**

**Settlement of disputes & arbitration**

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

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

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

Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

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

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

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

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

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

## **CLAUSE 26**

### **Contractor to indemnify govt. against patent rights**

The contractor shall fully indemnify and keep indemnified the Executive Director, AIIMS, Jodhpur against any action, claim or proceeding relating to infringement or

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

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

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

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

- (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the

contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

#### **CLAUSE 29A**

##### **Lien in respect of claims in other contracts**

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

#### **CLAUSE 33**

##### **Levy/Taxes payable by contractor**

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

#### **CLAUSE 35**

##### **Termination of contract on death of contractor**

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

#### **CLAUSE 36**

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

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

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

#### **CLAUSE 37**

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

No engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who



had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

### **CLAUSE 38**

#### **Return of material & recovery for excess material issued.**

Over the theoretical quantities of materials so computed a variation shall be allowed as specified. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in performa of schedule, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in performa of schedule, shall be final & binding on the contractor.

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

### **CLAUSE 39**

#### **Compensation during warlike / lockdown situations**

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

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

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

### **OTHER CLAUSES**

#### **Miscellaneous**

- a) Safety regulations: Contractor shall be fully responsible for the safety of his Employees/ Visitors/ Contract Labour/Sub- Contractors Labour.

- b) CPWD Specifications 2019 Vol. 1 and Vol. 2 with up-to-date correction slips. (Hereinafter called CPWD specifications) and as per manufacturer's specification and recommendations. For road items. MORTH Specifications shall be followed.
- c) Machinery tools & plants to be deployed by the contractor at site as per actual requirement and decided by Engineer-incharge.
- d) Labour laws: The Contractor shall strictly adhere to all labour laws prevailing in the region. The contractor shall make timely payment of wages of his labour and the wages paid to the labour shall be equal to or more than the minimum wage at the time of payment. The Contractor shall comply with all applicable labour legislation.
- e) By-Laws of Statutory Authorities: The Contractor and his labour shall not violate municipal/sanitation/health or any other byelaws.
- f) General Lighting and Securities: The Contractor shall, throughout the execution, completion and remedying of the defects, provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or recommended by the Engineer-In-Charge or by any duly constituted authority for the protection, of the work or for the safety and convenience of the public or others.
- g) Definition of "and", "or", "and/or": The terms "and", "or", "and/or" used in the content with description or enumeration of two or more items or components of work or documentation or anything similar shall mean as relevant and applicable to the text.
- h) The contractor shall co-operate with other agencies in the same project, compare plans, specifications and the time schedules and so arrange his work that there will no interference. The Contractor shall forward to the Engineer-In-Charge all correspondences and drawings exchanged.
- i) However, the Contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works for the same project. AIIMS- Jodhpur shall entertain no claim on this account.
- j) The Executive Director, AIIMS-Jodhpur, reserve the right to accept or reject any or all the bidders without assigning any reasons, no bidder shall have any cause of action or claim against the AIIMS-Jodhpur for rejection of his bids.

**Executive Engineer (C)**  
**AIIMS, Jodhpur.**

**PROFORMA OF SCHEDULES**

(Refer standard clauses of contract of CPWD)

**SCHEDULE 'A'**

Schedule of quantities (Enclosed)

**SCHEDULE 'C'**

As per the directions of Engineer-in-Charge.

**SCHEDULE 'E'**

Reference to General Conditions of contract

**General Conditions of  
Contracts 2023 (amended  
up to date)****NAME OF WORK: Repair and resurfacing of roads at damaged portions, laying pathway between type 1 Quarter and Temple, development of parking space near PG Hostel and providing precast RCC covers on open drain in front of PG and Girls Hostel at Residential Complex, AIIMS Jodhpur**

- |                            |   |                          |
|----------------------------|---|--------------------------|
| i. Estimated cost of work  | : | ₹. 69,42,603/-           |
| ii. Earnest Money          | : | ₹. 1,40,000/-            |
| iii. Performance Guarantee | : | 5.0 % of tendered value. |
| iv. Security deposit       | : | 2.5 % of tendered value. |

**SCHEDULE 'F'****General Rules & Directions**Officer inviting tender  
**Jodhpur,****Executive Engineer (C), AIIMS,****Definitions:**

- |  |   |
|--|---|
| i. Engineer-in-Charge<br><b>Jodhpur</b>          | <b>Executive Engineer (C), AIIMS-</b>                                   |
| ii. Tender Accepting Authority<br><b>Jodhpur</b> | <b>The Executive Director, AIIMS-</b>                                   |
| iii. Standard Schedule of Rates                  | <b>DSR-2023, Market Rates</b>   |
| iv. Standard CPWD contract Form                  | <b>GCC 2023, CPWD form 7 as modified &amp;<br/>corrected up to date</b> |
| v. Department                                    | <b><u>AIIMS Jodhpur</u></b>   |

**Clause 1**

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 07 days
- (ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the

period (provided in i) above

03 days

**Clause 2**

Authority for fixing compensation  
Jodhpur  
under Clause 2

**Superintending Engineer, AIIMS**

**Clause 2A**

Whether Clause 2A shall applicable

NA

**Clause 5**

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

NA

**Authority to Decide:**

**(i) Extension of time:**

- a) Executive Engineer, AIIMS- Jodhpur  
Completion)  
(Engineer in Charge)
- b) Executive Director, AIIMS- Jodhpur  
Completion)

(Within stipulated Date of

(Beyond stipulated Date of

**Clause 11**

Specification to be followed for execution of work

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

**Clause 12**

Deviation limit beyond which deviation / Variation clauses shall apply for work  
.....50%.....

**Clause 18**

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

As per work requirement and Engineer -in-Charge.

**Clause 25**

**Constitution of Dispute Redressal Chairman Committee (DRC):**

DRC shall constitute One and Two Members

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

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

- 1.1 Wherever any reference to any Indian Standard Specifications of BIS occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 1.2 The contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a programme of the work within 15 days from the stipulated date of start of the work.
- 1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.4 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.5 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.6 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.7 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.8 All the material related to the work execution shall be approved by Engineer-In-charge.
- 1.9 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.10 No claim for idle establishment & labour, machinery & equipment's, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.11 Only Stainless-Steel screws shall be used unless otherwise specified.
- 1.12 Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
- 1.13 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 1.14 Cement and steel for carrying out Civil Works will have to be procured by the Contractor. Materials shall be accompanied with Test certificates and connected dispatch documents for proof of source from approved manufacturer's works or stockyard. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials. All the construction materials should be approved by Engineer-in-charge before commencement of work.

**2. BITUMINOUS WORK**

1. The work shall be done in accordance with CPWD Specifications - 2019 Vol. I & Vol. II with upto date correction slips.
2. The contractor shall procure bitumen of required grade as specified confirming to IS:73- 1992 with upto date amendments and other relevant codes from approved manufactures of Repute.

**3. The contractor shall have to obtain and furnish test certificate issued by manufacturer to the Engineer-un-Charge in respect of bitumen procured by him. The samples shall be collected at discretion of Engineer-in-Charge and got tested as per provisions of IS:73/CPWD specification from the approved laboratories.**

**3.0 Additional Condition:**

- The contractor shall make his own arrangement for obtaining electric connection(s) if required and make necessary payments directly to the department concerned.
- Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.
- Various factory-made materials shall be procured from reputed and approved manufacturers or their authorized dealers. Decision of Engineer in charge in this regard shall be final and binding.
- It must be ensuring that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should confirm to CPWD specification and relevant BIS codes. In such case written approval of the Technical Sanctioning Authority may be obtained before use of such material in the work.
- Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- If the work is carried out in more than one shift or during night, no claim on this accounts shall be entertained.

**4.0 SAFETY MEASURES AT CONSTRUCTION SITE:**

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

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

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

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

**Schedule of Quantities**

S. No.	Description of Item	Unit	Qty.
1.	Providing and applying tack coat using bitumen emulsion conforming to IS:8887, using emulsion pressure distributor including preparing the surface & cleaning with mechanical broom. With medium setting bitumen emulsion, on bituminous surface @ 0.25kg/sqm	sqm	3200
2.	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge. 40/50 mm compacted thickness with bitumen of grade VG 30 @ 5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	cum	128
3.	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.	sqm	500
4.	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.	cum	80
5.	Supplying, filling and compacting earth/hard soil with rubble soiling minimum 20-80 mm thick (excluding rock) in trenches, plinth, sides of foundations, etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering as per direction of engineer-in-charge upto 1.5 m complete.	cum	450
6.	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix).	cum	40
7.	15 mm cement plaster on the rough side of single or half brick wall of mix :1:6 (1 cement: 6 fine sand).	sqm	500
8.	Providing and laying in position cement concrete of specified grade excluding the cost of cantering and shuttering - All work up to plinth level: 1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources).	cum	125
9.	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge.	sqm	1000
10.	Providing and laying factory made chamfered edge rectangular cement concrete paver blocks in footpath, parks, lawns, drive ways	sqm	2500

	or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge. 60mm thick cement concrete paver block of M-35 grade with approved colour, design & pattern.		
11.	Taking out existing kerb stones of all types from footpath/ central verge, including removal of mortar etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge.	mtr	260
12.	Laying at or near ground level old kerb stones of all types in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement : 3 coarse sand), including making joints with or without grooves (thickness of joints, except at sharp curve, shall not be more than 5 mm), including making drainage opening wherever required etc. complete as per direction of Engineer-in-charge. (Length of finished kerb edging shall be measured for payment). (Old kerb stones shall be supplied by the department free of cost)	mtr	150
13.	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	cum	15
14.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	sqm	170
15.	Providing and fixing factory made precast RCC drain covers, having concrete of strength not less than M-25, of size 1000x750x50 mm, reinforced with 8 mm dia four nos longitudinal & 9 nos cross sectional T.M.T. hoop bars, including providing 50 mm dia perforations @ 100 to 125 mm c/c, including providing edge binding with M.S. flats of size 50 mm x 1.6 mm complete, all as per direction of Engineering- charge.	each	600

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



**ANNEXURE - I**  
**Details of Bidder**

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

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

**ANNEXURE - II**

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

S. No	Name of Work/ project	location	Owner or sponsoring organization	Cost of work in lakh	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, if any
1	2	3	4	5	6	7	8	9	10	11

- ❖ Indicate gross amount claimed and amount awarded by the Arbitrator
- ❖ **Note: Completion Certificate (from Client) to be attached.**

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

**ANNEXURE - III**

<b>COMPLETION / PERFORMANCE CERTIFICATE</b>		
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	

**Note:**

- ❖ **The above completion certificate shall be issued on the letter head with signature and stamp of concerning client department.**

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

**ANNEXURE - IV**  
**FINANCIAL**  
**INFORMATION**

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

i. Gross Annual Turn Over

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

Signature of Bidder(S) with Seal

**Signature of Chartered Accountant with Seal**

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

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

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

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

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

Date: \_\_\_\_\_ Name : \_\_\_\_\_  
Place: \_\_\_\_\_ Business Address : \_\_\_\_\_

Signature of Bidder : \_\_\_\_\_  
Seal of the Bidder : \_\_\_\_\_

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

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

Ref.: Your NIT No.: AIIMS-JDH/EE/CIVIL/2023-24/13 due on: 05/01/2024

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

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

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

Name: \_\_\_\_\_

Business Address \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Check List**

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

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

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

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