

All India Institute of Medical Sciences
Veerbhadra Marg, Pashulok,
Rishikesh-249203



Tender document for Construction of pathway from Gate no. 1 to Herbal Garden at
AIIMS Rishikesh

Ref. No.	:	13/SE/Civil/2017-18
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Bid Submission Start Date	:	05-12-2017 at 11.00 AM
Last Date of Bid Submission	:	19-12-2017 at 11.00 AM
Technical Bid Opening	:	20-12-2017 at 11.30 AM

INDEX

Name of Work: - Construction of pathway from Gate no. 1 to Herbal Garden at AIIMS
Rishikesh.

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

Executive Engineer
AIIMS, Rishikesh

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

AIIMS, Rishikesh**NOTICE INVITING TENDER**

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites Item rate e-tenders from approved and eligible contractors of CPWD, MES and Railways for the following work :-

NIT No. : **13/SE/Civil/2017-18.**

Name of Work: Construction of pathway from Gate no. 1 to Herbal Garden at AIIMS Rishikesh.

Estimated Cost: **Rs. 33, 96, 052.00 Earnest money: Rs. 67, 922.00** & period of completion: **04 Months**

Last date & time of submission of bids: 19-12-2017 upto 11.00 AM

The tender forms and other details can be seen and downloaded from the website www.aiimsrishikesh.edu.in or CPPP site <https://eprocure.gov.in>

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites Item rate e-tenders from approved and eligible contractors of CPWD, MES and Railways for the following work:

Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid	Time & date of opening of bid
Construction of pathway from Gate no. 1 to Herbal Garden at AIIMS Rishikesh.	Rs. 33, 96, 052.00	Rs. 67, 922.00	04 Months	19-12-2017 upto 11.00 AM	20-12-2017 at 11.30 AM

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in>
4. But the bid can only be submitted after depositing tender fee in favour of AIIMS Rishikesh and uploading the mandatory scanned documents such as Demand draft or pay order or banker's cheque or deposit at call receipt or fixed deposit receipts and bank guarantee of any scheduled bank towards EMD in favour of AIIMS Rishikesh and other documents as specified.
5. Those contractors not registered on the website mentioned above, are requested to get registered beforehand.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of PDF format only.
9. Contractor must ensure to quote rate of each item. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such items shall be treated as "0" (Zero).
10. The contractor should quote the rate of item including GST as per statutory rules.

11. (i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by Demand Draft FD/TD/CD in favour of “ AIIMS, Rishikesh” drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be submitted alongwith bid documents.

(ii) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

(iii) The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.

12. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.

13. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 5% against performance guarantee of contract value in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

14. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 90 (ninety) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.**

15. List of Documents to be scanned and uploaded within the period of bid submission:

I. Treasury Challan /Demand draft/Pay order or Banker’s Cheque/ Deposit at call Receipt/FDR/Bank guarantee of any scheduled bank against EMD.

II. Demand draft or cash receipt from AIIMS Rishikesh against tender fee.

III. Enlistment Order of the Contractor.

IV. Certificate of Registration for Sales Tax / VAT/ GST.

V. Certificate of work experience (As specified in Clause 1.2.1 of CPWD-6)

Note: In case the contractor not uploads the above documents in para 15 will be treated as disqualified.

16. The hard copies of documents uploaded by contractors should also be submitted in the office of engineering department before the last date/due time of submission of tender. Those who fail to submit hard copies are treated as disqualified for the further process of tendering.

CPWD - 6

Govt. of India
AIIMS, Rishikesh
Notice Inviting e-Tender

Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors of CPWD, MES, and Railways for the work of “Construction of pathway from Gate no. 1 to Herbal Garden at AIIMS Rishikesh”.

The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to Cost **Rs. 33, 96, 052.00**, this estimate, however, is given merely as a rough guide.
- 1.2 Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents

1.2.1 Criteria of eligibility

Three similar works each of value not less than **Rs. 13, 58,420.80** or two similar work each of value not less than **Rs. 20, 37,631.20** or one similar work of value not less than **Rs. 27, 16,841.60** in last **7 years** ending last day of the month previous to the one in which the tenders are invited.

Similar works means Construction of pathway with pavers / concrete work.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **04 (Four)** month from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available. The architectural and structural drawings shall be made available as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
5. The tender document consisting of plans if any, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions Of Contract Form can be seen from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in> . The cost of tender is Rs.1180 (inclusive GST).Those that downloads the tender document from website should upload scan copy of DD/Pay Order for Rs.1180.00 (non –refundable) in favour of “AIIMS, Rishikesh”, payable at Rishikesh.

The bid submitted shall be opened on 20-12-2017 at 11.30 A.M.

6. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.**
7. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, 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 bidder 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 local conditions and other factors having a bearing on the execution of the work.
8. The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
10. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
11. The contractor shall not be permitted to tender for works in AIIMS Rishikesh in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of 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 AIIMS Rishikesh. Any breach of this condition by the contractor would render him liable to reject his Bid submitted by him.

12. This notice inviting Bid shall form a part of the contract document. The successful bidders /contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
 - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender.
 - b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.

13. Photography and videography must be done by contractor before and after the execution of work at site.

INTEGRITY PACT

To,

Sub: **13/SE/Civil/2017-18:-** Construction of pathway from Gate no. 1 to Herbal Garden at AIIMS Rishikesh

Dear Sir,

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

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

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

Yours faithfully,

Executive Engineer
AIIMS Rishikesh

To,

The Executive Engineer,
AIIMS Rishikesh,

Sub: Submission of Tender for the work of Construction of pathway from Gate no. 1 to Herbal Garden at AIIMS Rishikesh.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this day of.....20

BETWEEN

AIIMS Rishikesh represented through Director.....
 (Name of Division)
 AIIMS Rishikesh....., (Hereinafter referred as the
 (Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

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

(Name of work)

Hereinafter referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:**

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

- 3) **Criminal Liability:**

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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

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

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place: -

Dated: -

fufonk TENDER

eSaus@geus dk;Z ds fy, fufonk vkea=.k lwpuk] vuqlwph d][k]x]?k] M-) vkSj p] ykxw fofunsZ'k] uD'ks ,oa fMtkbu] lkekU; fu;e ,oa funsZ'k] Bsds ds mica/k] fof'k"V 'krsZ] nj vuqlwph ,oa vU; dkxtkr rFkk Bsds dh 'krksZ esa fn, x, fu;e rFkk fufonk dkxtkr esa mfYyf[kr vU; ckrksa dks i<+ o tkap fy;k gSA

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

eS@ge] ,rr~}kjk vuqlwph ^p* esa fofufnZ"V le; ds Hkhrj fofufnZ"V dk;Z] ;Fkk&ek=kvksa dh vuqlwph rFkk lHkh lacaf/kr fofunsZ'kksa] fMtkbuksa] uD'kksa ds vuq:i rFkk lkekU; fu;e&1 vkSj Bsds dh 'krksZ ds [kaM&11 esa mfYyf[kr fyf[kr vuqns'kksa ,oa ,slh lkefxz;ksa] tks iznku dh tkrh gS vkSj mlds laca/k esa] ,slh 'krsZ tks ykxw gks] ds vuq:i fu"iknu gsrq fufonk nsrk gwa@nsrs gSa A

I/We hereby tender for the execution of the work specified within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and 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 Ninety (90) days from the due date of opening of financial bid and not to make any modification in its terms and conditions.

₹ 67, 922.00 dh /kujkf'k] /kjksgj jkf'k ds :lk esa Vs²tjh pkyku jlhn@vuqlwfr cSad dh ekax tek jlhn@vuqlwfr cSad dh lko/kh tek jlhn @vuqlwfr cSad dk fMekaM M²k¶V@ vuqlwfr cSad }kjk tkjh cSad xkjaVh ds :lk esa blds lkFk Hksth tk jgh gSA ;fn eSa @ ge fu/kkZfjr fu"iknu xkjaVh dks fu/kkZfjr le; vof/k esa izLrqr djus esa vlQy jgrs gSa rks eSa@ ge ;g eatwj djrs gS fd ,El _f'kds" k ds funs"kd ;k muds dk;kZy; ds mRrjkf/kdkjh fdlh vU; vf/kdkj ;k mipkjh mik; ij izfrdwy izHkko Mkys fcuk mDr /kjksgj jkf'k tCr djus ds fy, iw.kZr;k Lora= gksaxs A blds vykok] ;fn eSa@ge fofufnZ"V dk;Z izkjaHk djus esa vlQy jgrs gSa rks eSa@ ge ;g eatwj djrs gSa fd fd ,El _f'kds" k ds funs"kd ;k muds dk;kZy; ds mRrjkf/kdkjh dkuwu esa miyC/k fdlh vU; vf/kdkj ;k mipkjh mik; ij izfrdwy izHkko Mkys fcuk mDr /kjksgj jkf'k] rFkk fu"iknu xkjaVh tCr djus ds fy, iw.kZr;k Lora= gksaxs vU;Fkk mDr /kjksgj jkf'k fufonk dkxtkr ds vuqlk] mlesa fufgr 'krksZa o fuca/kuksa ds vuqlk] dk;kZs ds fu"iknu ,oa vkfn"V fopyuksa dks vuqlwph ^p* esa of.kZr izfr'kr ls vuf/kd o fufonk izi= ds [k.Mksa 12-2 o 12-3 esa fufgr izko/kkuksa ds vuqlk] fuf'pr dh tkus okyh njksa ij ml lhek ls vf/kd ds fopyuksa ds djus ds fy, muds }kjk izfrHkwfr&fuis{k ds :lk esa jksd yh tk,xhA blds vfrfjDr eSa@ge lger gSa fd c;kuk jkf'k ;k c;kuk jkf'k rFkk mi;ZqDr fu"iknu xkjaVh tCr gks tkus ds ekeys esa eq>s@gesa dk;Z dh iqu% fufonk izfdz;k esa Hkkx ysus ls jksd fn;k tk,xk A

A sum of ₹ 67, 922.00 is hereby forwarded in Multiple Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt / Fixed Deposit receipts of a scheduled bank / demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director of AIIMS Rishikesh or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director of AIIMS Rishikesh or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Gurantee shall be 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 Clause 12.2 and 12.3 of the tender form. **Futher, I/we agree that in case of forfeiture of earnest money or both earnest money and 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 aviolation comes to the notice of AIIMS Rishikesh, then I/We shall be debarred for tendering in AIIMS Rishikesh 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.

eSa@ge ,rr~}kjk ?kks"k.kk djrs gS fd eS@ge fufonk dkxtkrksa] uD'kksa vkSj dk;Z ls lacaf/kr vU; vfHkys[kksa dks xqlr@xksiuh; dkxtkr ds :lk esa j[kxsx vkSj muls izklr@yh xbZ tkudkj fdlh vU; dks] ftUgsa eSa@ge lwfpr djus ds fy, izkf/kd'r gks] ls fHkUu fdlh dks]ugha crk,xsa ;k tkudkj dks fdlh ,sls :i esa iz;ksx ugh djsaxs tks jkT; dh lqj{kk ds fy, izfrdwy gksA

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 authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

rkjh[k Dated #.....

Bsdsnkj ds gLrk{kj Signature of Contractor#
Mkd dk irk Postal Address#

lk{kh Witness : #

irk Address: #

mithfodk Occupation : #

applicable

To be filled in by the contractor/witness as

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the Director, AIIMS Rishikesh for a sum of ₹. _____

(Rupees _____)

The letters referred to below shall form part of this contract Agreement:-

a)

b)

c)

For & on behalf of Director, AIIMS Rishikesh

Signature.....

rkjh[k Dated

Designation.....

vuqlwfp;ka SCHEDULES
[FOR MAJOR (CIVIL) COMPONENT]

vuqlwph ^d* SCHEDULE 'A'
 ek=kvksa dh vuqlwph ¼layXu½

Schedule of quantities (Enclosed) Page No. - 34 to 34

vuqlwph ^[k* SCHEDULE 'B'
 Bsdsnkj dh fuxZr dh tkus okyh lkefxz;ksa dh vuqlwph
 Schedule of materials to be issued to the contractor.

Øe- la- en foj.k S.No. Description of item Place of Issue	ek=k Quantity	ftl nj ij lkefxz;ka Bsdsnkj dks izHkkfjr gksxh og nj vadksa ,oa 'kCnksa esa	fuxZr LFkku
		Rates in figures & words at which the material will be charged to the contractor	
1	2	3	4
1	2	3	5
 			

vuqlwph ^x* SCHEDULE 'C'

Bsdsnkj dks HkkM+s ij fn, tkus okys vkStkj ,oa la;=

Tools and plants to be hired to the contractor

Øe la- Sl. No.	foj.k Description	HkkM+k izHkkj izfrfnu Hire charges per day	fuxZr LFkku Place of Issue
1	2	3	4
 			

NIL

vuqlwph ^?k* SCHEDULE 'D'

dk;Z ds fy, fo'ks" k vis{kk,a@nLrkost] ;fn dksbZ gksa] dh vfrfjDr vuqlwph

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

vuqlwph ¼M½ SCHEDULE 'E'Bsds dh lkekU; 'krksZ dk lanHkZ General conditions of contract for
CPWD works

1. Reference to General Conditions of contract 2014 as amended upto date.

Name of work: Construction of pathway from Gate no. 1 to Herbal Garden at AIIMS Rishikesh.

dk;Z dh vuqqekfur ykx Estimated cost of work

: ₹ 33, 96, 052.00

(i) /kjksgj jkf'k Earnest money

: ₹ 67, 922.00 (To be returned after
receiving Performance Guarantee)

(ii) fu"iknu xkjaVh Performance guarantee :

5% of tendered value. fufofnr ewY; dk 5 izfr'kr

(iii) izfrHkwfr fu{ksi% Security Deposit:

2.5% of tendered value plus 50% of
performance guarantee for contract, involving
maintenance of the building and services / other
work after construction of same building and
services / other work.**vuqlwph ^p* SCHEDULE 'F'**

lkekU; fu;e ,oa fn'kkfunsZ'k%

General Rules & Directions:

fufonk vkea=.k djus okyk izkf/kdkjh

Officer inviting tender -

Director, AIIMS Rishikesh

dk;Z dh enksZ dh ek=k ds fy, vf/kdre izfr'kr ftlls vf/kd

fu"ikfnr enksa ds fy, njksa dk fu/kkZj.k [k.M 12-2 vkSj 12-3 ds

fuEukuqlkj

vuqlkj gksxk

Maximum percentage for quantity of items of

work to be executed beyond which rates are to

be determined in accordance with Clauses

see below

12.2 & 12.3.

Definitions:

2(v) Hkkjlk/kd bathfu;j

Engineer-in-Charge

SE, AIIMS Rishikesh

2(viii) Lohdkj drkZ izkf/kdkjh

Accepting Authority

EE, AIIMS Rishikesh

2(x) vfrfjDr vkSj ykHkksa dks iwjk djus ds

fy, Je ,oa lkefxz;ksa dh ykx ij izfr'krk

Percentage on cost of materials and

- labour to cover all overheads and profits.
- 2(xi) njksa dh ekud vuqlwph
Standard schedule of Rates for Civil: -
correction slips
- 2(xii) foHkkx
Department
- 9(ii) ekud ds-yks-fu-fo- Bsdk QkeZ
modified
Standard CPWD contract Form

15% (Fifteen per cent)

Delhi Schedule of rate 2016(Civil) with

Issued upto date of receipt of tender.

AIIMS Rishikesh

CPWD form **8** (Print edition -2016) as

with up to date correction slip.

[k.M Clause 1

- (i) Lohd`fr i= tkjh gksus dh rkjh[k ls fu"iknu
xkjaVh ds izLrqrdj.k ds fy, vuqer le;
Time allowed for submission of performance guarantee from the date of issue of letter of
acceptance : 15 days
- (ii) ¼mi;qZDr i½ esa nh xbZ vof/k ds lk'pkr~ vf/kdre
vuqes; ,DIVsa'ku
Maximum allowable extension with late
fee @ 0.10% per day of performance
guarantee amount beyond
the period as provided in (i) above : 1 to 15 days

[k.M Clause 2

[k.M 2 ds rgr izfrdkj fuf'pr djus okyk izkf/kdkjh

Authority for fixing
compensation under clause 2

SE, AIIMS Rishikesh

[k.M Clause 2A

D;k [k.M 2 d ykxw gksxk
Whether clause 2A shall be applicable

Yes

[k.M Clause 5

dk;Z vkjaHk dh rkjh[k dh x.kuk ds fy, Lohd`fr i= ds tkjh gksus dh
rkjh[k ls fnuksa dh la[;k
No. of days from the date of issue of letter of
acceptance for reckoning date of start

30 days.

y{; uhps nh xbZ lkj.kh ds vuqlkj

Milestone(s): -

NA

dk;Z fu"ikfnr djus ds fy, vuqer; le;
Time allowed for execution of work

04(Four) Months

Authority to decide

- (i) Extension of Time
(ii) Rescheduling of mile stones

SE, AIIMS Rishikesh

SE, AIIMS Rishikesh.

(iii) Shifting of date of start in case of delay in handing over of site

EE, AIIMS Rishikesh

[k.M Clause 6, 6A

[kaM ykxw&¼6 ;k 6 d½ Clause applicable

6 A

[k.M Clause 7

varfje Hkqxrku ds fy, ik= gksus ds fy, vafre ,sls Hkqxrku ds ckn dqy Hkqxrku ,df=r lkefxz;ksa ds vfxzeka ds lek;kstu lfgr fd;k tkus okyk dqy dk;Z Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment

Rs.1.0 Lakhs

[k.M 10 d Clause10A

dk;ZLFky iz;ksx'kkyk esa Bsdskj }kjk miyC/k dj;k;s tkus ijh{k.k midj.k dh lwph

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

N.A.

[k.M Clause10B(ii)

D;k [k.M 10 [k (ii) ykxw gksxk

Whether clause 10B (ii) shall be applicable

Yes / gka

[k.M Clause10C

Component of labour expressed as Percent of value of work

NA

[k.M Clause 10CC - NOT APPLICABLE.

[k.M 10 xx mu lafonkvksa ij ykxw gksxk ftlesa dk;Z lekiu dh vof/k] v;ys dkye esa n'kkZbZ xbZ vof/k ls vf/kd vuqcaf/kr gSA Clause 10CC to be applicable in case with stipulated period of compensation exceeding the period shown in next column : Months

DELETE

[k.M Clause10d

Yes

[k.M Clause 11

dk;Z fu"iknu ds fy, vuqiky

For Civil : CPWD specification 2009, Volume-I

& II

Specifications to be followed for execution of work

with correction slips upto date of receipt of tender.

[k.M Clause 12

12.2 & 12.3

Type of Work

Original Work

fopyu lhek ftlds ijs [k.M 12-2 rFkk 12-3 Hkou fuekZ.k dk;Z ds fy, ykxw gksaxs Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation)

30%

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)

30%

(ii) Deviation limit for items in earth work subhead of DSR or related items

100%

[k.M Clause 16]

?kVh gqbZ njs fu/kkZfjr djus dh fy, l{ke izkf/kdkjh
Competent Authority for deciding reduced rates

SE, AIIMS Rishikesh

[k.M Clause 18]

dk;ZLFky ij Bsdsnkj }kjk yxk;s tkus okyh vfuok;Z
e'khujh vkStkj ,oa l;a=ksa dh lwph %&
List of mandatory machines, tools and
plants to be deployed by the contractor at site.

N.A.

[k.M Clause 25]

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC and Arbitrator
DRC shall constitute one Chairman and two members	Director, AIIMS Rishikesh

[k.M Clause 31]

Whether clause 31 shall be applicable

Yes

[k.M Clause 36(i)]

Cost of work (Rs in Lacs)	Requirement of technical staff		Minimum experience (in years)	Designation
	Qualification	Number		
Upto 150 Lacs	Graduate or Diploma Engineer	1	05 years	Project Planning/Site/Bi lling engineer

[k.M Clause 42]

l) d½ lhesUV vkSj fcVqeu dh vuqekuewy
ek=k fu/kkZfjr djus ds fy, vuqlwph@fooj.k
fnYyh nj vuqlwph 2012

dsyksfufo }kjk eqfnzr

ds vk/kkj ij

l) (a) Schedule/statement for determining
theoretical quantity of cement &
bitumen

on the basis of Delhi Schedule of Rates
2016 printed by C.P.W.D. with correction slips
issued up to date of receipt of tender.

ll) vuqekuewyd ek=kvksa esa vuqeR; fopyu
Variations permissible on theoretical quantities.

Yes

d½ lhesUV ftu dk;ksZ ds fy, fufonk easa vuqekfur
ewY; :- 5 yk[k ls vf/kd u gks

a) Cement for works with estimated cost put
to tender not more than Rs. 5 lakhs

Not Applicable

ftu dk;ksZ ds fy, fufonkesa vuqekfur
ewY; :- 5 yk[k ls vf/kd gks

2 izfr'kr tek@?kVv

for works with estimated cost put to tender more than Rs. 5 lakhs

2 % plus/minus.

[-k½ fcVqeu IHkh dk;ksZ ds fy, i{k esa 'kwU;

2-5 izfr'kr dsoy tek vkSj ?kVk ds

b) Bitumen for all works

2.5% plus only & Nil on minus side.

x½ bLikr izR;sd O;kl] dksV vkSj Js.kh ds fy, iwuoZyu vkSj lajpukRed bLikr dkV

2 izfr'kr tek@?kVk

c) Steel Reinforcement and structural steel sections for each diameter, section and category.

2% plus/minus

?k½ IHkh vU; lkefxz;ka
d) All other materials

'kwU;
Nil.

vuqeR; fopyu ls vf/kd dh ek=kvksa ds fy, olwyh nj

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Øe en foj.k Bsdsnkj ls la- Sl Description of item No.	vadks vkSj 'kCnksa esa og nj ftl ij olwyh dh tk,xh Rates in figures and words at which recovery shall be made from the Contractor	vuqeR; fopyu ls vf/kd vkf/kD; Excess beyond permissible variation	veqeR; fopyu ls vf/kd mi;ksx ?kVk;k Less use beyond the permissible variation
1. lhesUV Cement		N.A.	Rs. 6210/- Per MT
2. bZLikr Steel Reinforcement		N.A.	Rs. 53099/- Per M.T.

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

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

SEALED with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

PARTICULAR SPECIFICATIONS
&
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.
- 1.5 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.
- 1.6 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.7 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.
- 1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.9 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.
- 1.10 All the material related to the work execution shall be approved by Engineer-In-charge.
- 1.11 Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
- 1.12 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.

- 1.13 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.14 Only Stainless Steel screws shall be used unless otherwise specified.
- 1.15 **Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.**
- 1.16 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.
- 1.17 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.18 The contractor should get the approval of sample of materials used in execution of work before the execution.
- 1.19 All the quality and testing registers should be maintained by contractor and should be jointly signed by contractor and Engineer-in-charge.

2.0 CONDITION FOR CEMENT :-

- 2.1 The Contractor shall procure 43 grade Ordinary Portland cement (conforming to IS : 8112) or Portland slag cement (conforming to IS : 455) or Portland Pozzolana Cement (PPC) (Fly ash based) – conforming to IS : 1489 (Part-I) as required in the work, from reputed manufactures of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by ADG for that sub region.
The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s) which the contractor proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially.
 Supply of cement shall be taken in 50 Kg bags bearing manufacture's name, batch No. & ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got issue in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.
 If Portland Pozzolana cement or Portland slag cement is used, suitable modification in deshuttering time etc. shall be done if need be as per specifications and standards and as directed by Engineer – in – charge and nothing extra shall be payable on this account.
 No extra payment / deduction shall be made from the payment to the contractor for using any of the above type of cement.
- 2.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer - in - charge.
- 2.3 For each grade / type, cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at site of work as per sketch shown in General conditions of contract for CPWD works 2010 with weather proof roofs and walls, for which no extra payment shall be made. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Engineer in charge and nothing extra shall be paid for the same. The decision of the Engineer-in-charge regarding the capacity required/needed will be final. However, the capacity of each godown shall not be less than 100 tonnes. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with CPWD Engineer-in-charge or his authorized representative and that of other lock with the

contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Proforma and signed daily by the contractor or his authorized agent in token of its correctness.

- 2.4 The cement shall be got tested by Engineer –in –charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor / Department in the manner indicated below :-
- (a) By the contractor, if the results show that the cement does not conform to relevant BIS codes.
 - (b) By the Department, if the results show that the cement conforms to relevant BIS codes.

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

2.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained separately for each type of cement, as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein. However, for consumption lesser beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract at Schedule A to F (CPWD-8), without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be. In case of excess consumption no adjustment shall be made.

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

(ii) Damaged cement shall be removed from the site immediately by the contractor on receipt of notice in written. In case if he does not do within three days or receipt of same notice, the Engineer-in-charge shall get removed at the site of the contractor.

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

3.0 CONDITIONS FOR REINFORCEMENT STEEL :-

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

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

- a. The grade of the steel such as ~~Fe 415 / Fe 415D / Fe 500 /~~ Fe 500D / ~~Fe 550 / Fe 550D~~ or other grade to be procured is to be specified as per BIS : 1786 - 2008.
- b. The secondary producers must have valid BIS licence to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.

- c. The TMT bars procured from primary producers and ISPs shall conform to manufacture's specifications.
- d. The TMT bars procured from secondary producers shall conform to the specifications as laid down by Tempcore, Thermex, Evcon, Turbo and Turboquench as the case may be.
- e. TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to ~~Fe-415 / Fe-415D / Fe-500 / Fe 500D / Fe-550 / Fe-550D~~ or other grade of steel as specified in the tender.

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

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

(i) The base price of TMT reinforcement bars as stipulated under schedule 'F' shall be reduced by Rs. 6700/- MT. However, for operation of provisions of clause 10CA in such case, the indices for TMT reinforcement bars of secondary producers will be considered same as for primary producers.

(ii) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs. 8.00 per kg.

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

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

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

Dia of bar	For consignment below 100tonnes	For consignment above 100tonnes
Under 10 mm	One sample for each 25 tonnes or part thereof	One sample for each 40tonnes or part thereof
10 mm to 16mm	One sample for each 35 tonnes or part thereof	One sample for each 45tonnes or part thereof
Over 16mm	One sample for each 45 tonnes or part thereof	One sample for each 50tonnes or part thereof

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

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

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

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

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

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

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

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

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

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

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

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

4.0 SAFETY MEASURES AT CONSTRUCTION SITE

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

(i) The work site shall be properly barricaded.

(ii) Adequate singnages indicating 'Work in Progress – Inconvenience caused is Regretted' or Diversion Signs shall be put on the sites conspicuously visible to the

public even during night hours. These are extremely essential where works are carried out at public places in use by the public.

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

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

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

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

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

6.1 Formwork for exposed concrete surfaces:-

6.1.1 Where it is specifically shown on the drawings to have original fair face finish of concrete surface without any rendering of plastering, formwork shall be carried put by using plywood on steel plates of approved quality.

6.1.2 The forms shall be constructed so as to produce a uniform and consistent texture and pattern on the face of the concrete. The formwork shall be placed so that all horizontals are constructed of lumber and are not paneled and the formwork joints shall be staggered.

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

6.1.4 Forms for exposed concrete surfaces shall be constructed with grade strips (the underside of which indicate top of pour) at horizontal constructions joints, unless the use of groove strips is specified on the drawings. The reset forms shall be tightened against the concrete so that the forms will not be spread and permit abrupt irregularities or loss of mortar. Supplementary form ties shall be used as necessary to hold the reset forms tight against the concrete.

6.1.5 For fair faced concrete, the position of through bolts will be restricted and generally as indicated on the drawings.

6.1.6 Plywood and steel plates used in the formwork for obtaining exposed surfaces shall be got approved from Engineer-in-charge on each use. However no forms will be allowed for reuse if it is doubtful to produce desired texture of exposed concrete.

6.1.7 Cement of only approved shade shall be used preferably of single lot to achieve integrity of texture.

6.2 Class of Surface Finish:-

6.2.1 For Beams & Slabs :

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

6.2.2 For Columns/Wall/Fins :

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

6.3 Tolerance in Finished Concrete:-

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

6.4 WALL/COLUMN/FINS:

21.4.1 Variation from the plumb	± 6mm	Upto 3m height
21.4.2 Variation from the plumb of conspicuous liner	± 6mm	Upto 6m height
21.4.3 Variation in the size of wall openings	(+)15mm (-) 6mm	
21.4.4 Variation in parapet wall thickness		
(a) Upto 30cm thickness	± 6mm	

6.5 SLAB, BEAM & GIRDER FORMS:

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

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

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

Annexure - I

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

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

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

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

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

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

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

- (a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

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

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

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

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

1.
2.

Signed for and on behalf of Director, AIIMS Rishikesh byin the presence of –

1.
2.

Schedule of Quantity

BOQ Item No	Description of Item	Unit	Quantity	Rate	Amount
1	SH:Earthwork				
1.1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in-Charge :				
1.1.1	All kinds of soil	Cum	430.00		
2	SH:Concrete Work				
2.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:				
2.1.1	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size)	Cum	46.00		
2.1.2	1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	Cum	238.00		
3	SH : Dismantling and Demolishing				
3.1	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.				
3.1.1	In mud mortar	Cum	31.00		
4	SH: Road Work				
4.1	Providing and laying 60 mm thick pre polished rubber moulded factory made coloured interlocking paver block of M -35 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour (Red & yellow) and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with coarse sand etc. all complete as per the direction of Engineer-in-charge.	Sqm	2380.00		
	Total(Rs.)				