All India Institute of Medical Sciences

Rishikesh-249203

Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.

Ref. No.	**:**	**27/EE/Civil/2026-27**
Publishing Date	**:**	**30-09-2026 on 3:00 PM**
Bid Submission Start Date	**:**	**30-09-2026 on 3:00 PM**
Pre-bid Meeting Date	**:**	**07-10-2026 on 3:00 PM**
Last Date of Bid Submission	**:**	**22-10-2026 on 3:00 PM**
Bid Opening	**:**	**23-10-2026 on 3:00 PM**

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Name of Work: **Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.**

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Certified that this bid document contains pages 1 to 37 **(**One to Thirty-Seven 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 the Executive Director, AIIMS Rishikesh invites Percentage rate e-tenders from enlisted contractor in the appropriate classes and category in CPWD, MES, Railway and state government of Uttarakhand (PWD & IRRIGATION Department only) Registration in category of Bhawan is mandatory only for the following work: -

NIT No. **:- 27/EE/Civil/2026-27**

Name of Work**:-** **Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.**

Estimated Cost: **Rs. 56,56,791.00** Earnest money: **Rs.2,82,840.00**

Period of completion: **365 Days**

Pre-bid Meeting Date : 07-10-2026 on 3:00 PM

Last date & time of submission of bids: 22-10-2026 on 3:00 PM

The tender forms and other details can be seen and downloaded from the website www.aiimsrishikesh.edu.in or CPPP site http://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 the Executive Director, AIIMS Rishikesh invites Percentage rate e-tenders from enlisted contractor in the appropriate classes and category in CPWD, MES, Railway and state government of Uttarakhand (PWD & IRRIGATION Department only) Registration in category of Bhawan is mandatory only 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	Date and time of submission of EMD in hard form to Executive Engineer office
Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.	**Rs. 56,56,791.00**	**Rs. 2,82,840.00**	**365 Days**	**22-10-2026 on 3:00 PM**	**23-10-2026 on 3:00 PM**	Agency can submit EMD in hard copy in a sealed envelope with clearly mentioning the Tender Id No. on or before last date and time of submission of bid. Delay is the post or courier may be treated as disqualified.

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. Those contractors not registered on the website mentioned above, are requested to get registered beforehand.

5. The intending bidder must have valid class-III digital signature to submit the bid.

6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

7. Contractor can upload documents in the form of PDF format only.

8. The contractor should quote the rate of item including GST as per statutory rules.

9. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within Ten (10) days from the date of award of this tender in his favour and also required to furnish the **7.5%** against performance guarantee of contract value in the form of FD from any Nationalized/ Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. If the successful bidder fails to furnish the full Performance guarantee within 10 (Ten) days after the issue of Letter of Acceptance of Work, then action will be taken as per tender documents, CPWD works manual-2022,CPWD General Condition of Contract-2023, or full amount of EMD shall be forfeited of the contractor unless time extension has been granted by AIIMS, Rishikesh.

10. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (One Eighty) days from the date of opening of the Financial bid and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. 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, Further the bidders shall not be allowed to participate in the re-bidding process of the work & action will be taken as per tender documents, CPWD works manual-2022, CPWD General Condition of Contract-2023, or full amount of EMD shall be forfeited of the contractor.

11. Contractor shall deposit earnest money in receipt treasury challan/deposit at call receipt of a schedule bank/fixed deposit receipt of schedule bank/demand draft of schedule bank/bank guarantee issued by a schedule bank is scanned and uploaded and submit in original upto one day after last date of submission of bid or contractor can submit EMD directly in bank account of AIIMS Rishikesh. Detail is mentioned below-

    Account Number: -6189000100021125
    Bank name: - Punjab National Bank
    Branch name: - PNB Pashulok
    IFSC code: - PUNB0618900

12. List of Self attested Documents to be scanned and uploaded in CPP portal at AIIMS Rishikesh within the period of bid submission, failing which the bid of the tenderer shall be rejected:

    I. Self-certified copy of work completion certificate for similar works as per eligibility criteria
    II. Copy of registration certificate with CPWD, MES, Railway and (State PWD & Irrigation Department only), Registration in category of Bhawan is mandatory as mentioned in NIT.
    III. Contractor shall submit the Notarized undertaking on non-judicial stamp of Rs.100 as mentioned in annexure-II annexure-III and annexure-IV of this NIT.
    IV. Contractor shall submit Pre Contract Integrity Pact.
    V. Turnover certificate of last three years having UDIN number issued by the CA.
    VI. The valid solvency certificate of minimum 40% of the tendered amount issued by any nationalized bank under the governed by RBI not later than six months or net worth certificate of minimum 40% of the tendered amount duly issued by CA with UDIN number not later than six months.
    VII. GST,
    VIII. PAN,
    IX. ESI,
    X. EPF
    XI. Notarized copy of the registered partnership deed.
    XII. Valid Registration certificate of contractor in the appropriate category.

13. **Due to Scarcity of funds payments may get delayed. No interest shall be paid to contractor due to delay in payment.**

14. Contract/Bidder have to submit EMD in hard copy in a sealed envelope with clearly mentioning the Tender Id No. on or before the last date and time of submission of bid. Delay in the post or courier may be treated as disqualified.

15. Additional Performance Security may be applicable in case of bidder quoted the abnormal below rate which is decided by the competent authority. The abnormal below rate may also be decided by the competent authority and their decision may be final. Bidder/Contractor has also to submit the market rate analysis to carry out the work. Non-submission of the Additional performance guarantee in a stipulated time shall be treated as disqualified from the contract and bidder/contractor may also be debarred for the three years in further participation in any bid of any department AIIMS.

CPWD - 6

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

The Executive Engineer, AIIMS Rishikesh on behalf of the Executive Director, AIIMS Rishikesh invites Percentage rate e-tenders from enlisted contractor in the appropriate classes and category in CPWD, MES, Railway and state government of Uttarakhand (PWD & IRRIGATION Department only) Registration in category of Bhawan is mandatory only for the work "**Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh."**

1.1 The work is estimated to Cost **Rs. 56,56,791.00** 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 for the Experience

Experience of having successfully completed similar works during the last seven years ending last day of month previous to the one in which tenders are invited.

(a) Three similar completed works each costing not less than 40% of the estimated cost put to tender, or
(b) Two similar completed works each costing not less than 60% of the estimated cost put to tender,
or
(c) One similar completed work costing not less than 80% of the estimated cost put to tender.

Similar works means Experience of building construction work/Renovation work/Civil Maintenance Work in government department.

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.

1.2.2. Certificate of Registration for GST and acknowledgement of up to date filed return.

1.2.3. Certificate of work experience issued by the Government department/PSU. (As specified in Clause 1.2.1 of CPWD-6)

1.2.4. Valid enlistment certificate of Government department mentioned in the NIT.

1.2.5. Scanned copy of EMD in form of FDR/DD/online receipt and Contract/Bidder have to submit EMD in hard copy in a sealed envelope with clearly mentioning the Tender Id No. on or before the last date and time of submission of bid. Delay in the post or courier may be treated as disqualified.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 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 **365 Days** 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 bid submitted shall be opened on **:- 23-10-2026 on 3:00 PM**

6. The contractor whose bid is accepted will be required to furnish performance guarantee of 7.5% (Seven Point Five Percent) of the tendered 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 the bidder/contractor refuses to execute the work at any stage, the institute has the full right to forfeit the performance guarantee/EMD of the bidder/contractor, either fully or partially, in the interest of the institute. Additionally, the bidder/contractor may be debarred or blacklisted from participating in future bidding for a period of no less than three years or indefinitely, as per the direction/decision of the Engineer-in-Charge.

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 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 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 gazette 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 10 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 7 or General condition of contract for C.P.W.D Maintenance work 2020 with up to date correction slips.

13 The valid solvency certificate of minimum 40% of the tendered amount issued by any nationalized bank under the governed by RBI not later than six months or net worth certificate of minimum 40% of the tendered amount duly issued by CA with UDIN number not later than six months.

14. The turnover certificate issued by the Charted Accountant having valid UDIN number of the last 3 years. The average turnover is the 50% percent of the tendered amount.

15. The bidder has to enclose the valid EPF and ESI certificate.

16. Completion certificate issued by Competent Authority will only be considered. Competent Authority means officer of not below the rank of Executive Engineer/ Equivalent would be acceptable.

17. Notarized copy of the registered partnership deed.

18. Valid Registration certificate of enlistment of contractor in the appropriate category in appropriate class as mentioned in above first para.

PRE-CONTRACT INTEGRITY PACT

Name of Work:- Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.

NIT No.:- 27/EE/Civil/2026-27

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on……... ……Day of the month of……20…….

Between

ALL INDIA INSTITUTE MEDICAL SCIENCES RISHIKESH having its office at AIIMS VEERBHADRA MARG RISHIKESH–249203, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s.,……. with office at …… .represented by Shri……, Chief Executive Officer (hereinafter……. called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS RISHIKESH and BIDDER referred above are jointly referred to as the Parties]

AIIMS RISHIKESH intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

AIIMS RISHIKESH desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable AIIMS RISHIKESH to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS RISHIKESH will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

A. Clause.1. Commitments of AIIMS RISHIKESH

1.1 AIIMS RISHIKESH undertakes that AIIMS RISHIKESH and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 AIIMS RISHIKESH will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of AIIMS RISHIKESH regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to AIIMS RISHIKESH with full and verifiable facts any misconduct on the part of AIIMS Rishikesh's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RISHIKESH, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RISHIKESH. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS RISHIKESH the proceedings under the contract would not be stalled.

B. Clause 2. Commitments of BIDDERs/ Contractors

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RISHIKESH for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RISHIKESH.

2.3 * BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 * BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 * The BIDDER further confirms and declares to AIIMS RISHIKESH that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RISHIKESH or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS RISHIKESH or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS RISHIKESH, oralternatively, if any relative of an officer of AIIMS RISHIKESH has financial interest/stake in the BIDDER's firm, the same

shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS, RISHIKESH.

C. Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS RISHIKESH is entitled to disqualify the BIDDER from the tender process.

D. Clause.4. Earnest Money Deposit (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount _____as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment

(iii) Any other mode or through any other instrument.

4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

E. Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS RISHIKESH to take all or any one of the following action, wherever required: -

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest..

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS RISHIKESH, along with interest .

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s)to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.2 AIIMS RISHIKESH will be entitled to all or any of the actions mentioned in Para 5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence asdefined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 orany other statute enacted for prevention of corruption.

5.3 The decision of AIIMS RISHIKESH to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

F. Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS RISHIKESH, if the contract has already been concluded.

G. Clause.7. Independent External Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below:-

(1) Shri Rais Ahmad, IOFS (Retd.) Independent External Monitor (IEM), AIIMS-R Address: Mahagun Moderne, Tower: OSIMO-240, Sector – 78, Noida – 201301 Mobile No.: 9910007239. Email ID: ahmadrais1959@gmail.com
(2) Mrs. Usha Chandrashekhar, IPoS(Retd.) Independent External Monitor (IEM), AIIMS-R Address: Flat No. C-5, Bollineni Homes, Near Hitech Theatre, Madhpur, Hyderabad-500081 Mobile No.: 9449872140. Email ID: ushacandrashekhar@gmail.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project

documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

H. Clause.8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

I. Clause.9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

J. Clause.10. Other Legal Actions

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS RISHIKESH or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

K. Clause.11. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Rishikesh Jurisdiction.

L. Clause.12. other legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

M. Clause.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact at_____on _____

AIIMS RISHIKESH	**Bidder**
Signature	Signature
Name and Designation	Name and Designation
_____	_____
Witness	Witness
1…….....	1……
2……	2…….....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS RISHIKESH in regard to involvement of Indian agents of foreign supplier.

* * *

निविदा TENDER

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.

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 One Eighty (180) days from the due date of opening of financial bid and not to make any modification in its terms and conditions.

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 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.

मैं/हम एतत्द्वारा घोषणा करते है कि मै/हम निविदा कागजातों, नक्षों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को,नहीं बताएगें या जानकारी को किसी ऐसे रूप में प्रयोग नही करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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.

तारीख Dated #.....

ठेकेदार के हस्ताक्षर Signature of Contractor#
डाक का पता Postal Address#

साक्षी Witness : #
पता Address: #
उपजीविका Occupation: #

 # To be filled in by the contractor/witness as applicable

ACCEPTANCE

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

Signature.....

तारीख Dated ....

Designation.....

अनुसूचियां **SCHEDULES**
[FOR MAJOR (CIVIL) COMPONENT]

अनुसूची 'क' **SCHEDULE 'A'**
मात्राओं की अनुसूची (संलग्न)

Schedule of quantities (Enclosed) Page No. - 37

अनुसूची 'ख' **SCHEDULE 'B'**
ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची
Schedule of materials to be issued to the contractor.

क्रम. सं. S.No.	मद विवरण Description of item	मात्रा Quantity	जिस दर पर सामग्रियां ठेकेदार को प्रभारित होगी वह दर अंकों एवं षब्दों में Rates in figures & words at which the material will be charged to the contractor	निर्गत स्थान Place of Issue
1	2	3	4	5

अनुसूची 'ग' SCHEDULE 'C'

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयत्र

Tools and plants to be hired to the contractor

क्रम सं. Sl. No.	विवरण Description	भाड़ा प्रभार प्रतिदिन Hire charges per day	निर्गत स्थान Place of Issue
1	2	3	4

NIL

अनुसूची 'घ' SCHEDULE 'D'
कार्य के लिए विषेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची
Extra schedule for specific requirements/documents for the work, if any. -----Nil-----

अनुसूची (ड) SCHEDULE 'E'

	ठेके की सामान्य षर्तो का संदर्भ	General conditions of contract for CPWD works 2023 (maintenance work)
1.	Reference to General Conditions of contract	as amended upto date.

Name of work :- **Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.**

कार्य की अनुमानित लागत Estimated cost of work	**: Rs. 56,56,791.00**
(i) धरोहर राषि Earnest money	: **Rs. 2,82,840.00 in form of FDR from scheduled bank.**
(ii)निष्पादन गारंटी Performance guarantee :	7.5% of Tendered value. निविदित मूल्य का 7.5%
(iii) प्रतिभूति निक्षेपः Security Deposit:	2.5% of each bill

अनुसूची 'च' **SCHEDULE 'F'**

सामान्य नियम एवं दिषानिर्देषः

General Rules & Directions:

	निविदा आमंत्रण करने वाला प्राधिकारी Officer inviting tender -	**Executive Engineer , AIIMS Rishikesh**
	कार्य की मदों की मात्रा के लिए अधिकतम प्रतिषत जिससे अधिक निष्पादित मदों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.	निम्नानुसार see below
	Definitions:	
2(v)	भारसाधक इंजीनियर Engineer-in-Charge	**Executive Engineer (C), for Civil Work** **Executive Engineer (E) For Electrical Work**
2(viii)	स्वीकार कर्ता प्राधिकारी Accepting Authority	**Superintending Engineer, AIIMS Rishikesh**
2(x)	अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिषतता Percentage on cost of materials and labour to cover all overheads and profits.	**15% (Fifteen per cent)**
2(xi)	दरों की मानक अनुसूची Standard schedule of Rates for Civil: -	**Delhi Schedule of rate 2023(Civil)/Market Rate issued upto date of receipt of tender.**
2(xii)	विभाग Department	**AIIMS Rishikesh**
9(ii)	मानक के.लो.नि.वि. ठेका फार्म Standard CPWD contract Form	**CPWD form7 GCC 2023 Maintenance work** with up to date correction slip.

खण्ड Clause 1

;पद्ध स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय
Time allowed for submission of performance guarantee from the date of issue of letter of acceptance : 10 days

;पपद्ध (उपर्युक्त प) में दी गई अवधि के पष्चात् अधिकतम अनुमेय एक्सटेंषन
Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 07 days

खण्ड Clause 2

खण्ड 2 के तहत प्रतिकार निष्चित करने वाला प्राधिकारी
Authority for fixing compensation under clause 2 **Superintending Engineer, AIIMS Rishikesh**

खण्ड Clause 3 When Contract can be Determined Applicable

खण्ड Clause 2A

क्या खण्ड 2 क लागू होगा
Whether clause 2A shall be applicable **No**

खण्ड Clause 5

कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या
No. of days from the date of issue of letter of acceptance for reckoning date of start **10 days.**

लक्ष्य नीचे दी गई सारणी के अनुसार

Milestone(s): - **NA**

कार्य निष्पादित करने के लिए अनुमत्य समय
Time allowed for execution of work **365 (Three Hundred Sixty-Five) Days**

Authority to decide

(i) Extension of Time Superintending Engineer, **AIIMS Rishikesh**

(ii) Rescheduling of mile stones Superintending Engineer, **AIIMS Rishikesh**.

(iii) Shifting of date of start in case of delay in handing over of site Executive Engineer , **AIIMS Rishikesh**

खण्ड Clause 6 Computerized Measurement Book (CMB) Applicable

खण्ड Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य
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.5.0 Lakhs**

Clause 8A Contractor to keep Site Clean. Applicable

खण्ड Clause10A

कार्यस्थल प्रयोगषाला में ठेकेदार द्वारा उपलब्ध कराये जाने परीक्षण उपकरण की सूची
List of testing equipment to be provided by the contractor at site lab. **N.A.**

खण्ड **Clause10B(ii)**

क्या खण्ड 10 ख ;पपद्ध लागू होगा

Whether clause 10B (ii) shall be applicable **NA**

खण्ड**Clause10C**

Component of labour expressed as Percent of value of work **NA**

खण्ड **Clause 10CC - NOT APPLICABLE.**

~~खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।~~

~~Clause 10CC to be applicable in co with sipulated period of compensation exceeding the period shown in next column : ..... Months~~

DELETE

खण्ड **Clause10d** **Yes**

खण्ड **Clause 11**

कार्य निष्पादन के लिए अनुपालन
Specifications to be followed for execution of work **For Civil : CPWD specification 2019, Volume-I & II with correction slips upto date of receipt of tender.**

खण्ड **Clause 12**

Applicable

12.2 & 12.3

विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation) **50%**

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) **50%**

(ii) Deviation limit for items in earth work subhead of DSR or related items **100%**

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

खण्ड **Clause 15** Applicable

खण्ड **Clause 16** Applicable

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding reduced rates Superintending Engineer**, AIIMS Rishikesh**

खण्ड **Clause 17** Applicable

खण्ड **Clause 18**

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य मषीनरी औजार एवं सयंत्रों की सूची :–
List of mandatory machines, tools and plants to be deployed by the contractor at site. **N.A.**

खण्ड **Clause 19** Applicable
खण्ड **Clause 19 A** Applicable
खण्ड **Clause 19** B Applicable
खण्ड **Clause 19 C** Applicable
खण्ड **Clause 19 D** Applicable
खण्ड **Clause 19 E** Applicable
खण्ड **Clause 19 I** Applicable
खण्ड **Clause 19 K** Applicable
खण्ड **Clause 19 L** Applicable
खण्ड **Clause 20** Applicable
खण्ड **Clause 23** Applicable
खण्ड **Clause 24** Applicable

खण्ड **Clause 25**

Constitution of dispute redressed committee (DRC) Deleted

खण्ड **Clause 28** **Applicable**

खण्ड **Clause 32: Employment of technical staff & employee**

"Requirement of Technical Representative (s) and Recovery Rates"

Cost of work in Rs.	Requirement of Technical Qualification	Number of (Major +Minor Component)	Designation (Technical Staff)	Minimum Experience (Years)	Rate at which recovery shall be made from the contractor in the event of not fulfilling
More than 15 lakhs up to 1.5 Crores	Graduate Engineer OR Diploma Engineer	1 of major component	Planning/Quality/Site /Billing Engineer	2 or 5 respectively	Rs. 15000/- per month per person

"Cost of work" in the table above, means the agreement amount of the work.

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 years relevant experience with reputed construction company can be treated at par with graduate engineers for the purpose of such deployment subject to the condition that such diploma holder should not exceed 50% of requirement of degree engineers.

खण्ड **Clause 38**

I) क)	सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची/विवरण	केलोनिवि द्वारा मुद्रित दिल्ली दर अनुसूची 2023 के आधार पर
I) (a)	Schedule/statement for determining theoretical quantity of cement & bitumen	on the basis of Delhi Schedule of Rates 2023 printed by C.P.W.D. with correctionslips issued up to date of receipt of tender.
II)	अनुमानमूलक मात्राओं में अनुमत्य विचलन Variations permissible on theoretical quantities.	**Yes**
II)	अनुमानमूलक मात्राओं में अनुमत्य विचलन Variations permissible on theoretical quantities.	**Yes**
d½	सीमेन्ट जिन कार्यो के लिए निविदा में अनुमानित मूल्य रू. 5 लाख से अधिक न हो	
a)	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs	Not Applicable
	जिन कार्यो के लिए निविदामें अनुमानित मूल्य रू. 5 लाख से अधिक हो	2 प्रतिषत जमा/घटा
	for works with estimated cost put to tender more than Rs. 5 lakhs	2 % plus/minus.
ख।)	बिटुमन सभी कार्यो के लिए	2.5 प्रतिषत केवल जमा और घटा के पक्ष में शून्य
b)	Bitumen for all works	2.5% plus only & Nil on minus side.
ग)	इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूनर्वलन और संरचनात्मक इस्पात काट	2 प्रतिषत जमा/घटा
c)	Steel Reinforcement and structural steel sections for each diameter, section and	2% plus/minus

category.

घ)	सभी अन्य सामग्रियां	शून्य
d)	All other materials	Nil.

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दर

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

क्रम सं. Sl No.	मद विवरण Description of item	अंको और षब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor	
		अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation	अमुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation
1.	सीमेन्ट Cement	N.A.	**Rs. 6210/- Per MT**
2.	ईस्पात 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;
   - (b) 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 substantiates 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.

1.4 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.

1.5 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.

1.6 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.

1.7 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.

1.8 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.

1.9 All the material related to the work execution shall be approved by Engineer-In-charge.

1.10 Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.

1.11 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.

1.12 **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 The contractor shall prepare all the needed drawings well in advance and get them approved before placing the order and execution of the item.

1.15 Contractor shall be able to claim bill only after issuing site clearance certificate from Junior Engineer & Assistant Engineer.

1.16 Contractor shall submit all material in store which is to be consumed according to specifications during execution of work. It will be further issued by concerned JE and AE according to daily requirement.

1.17 All materials to be used during work shall be got approved from engineer in charge.

1.18 All samples of material shall be got approved from engineer in charge before execution of work.

1.19 The contractor(s) shall inspect the site of work before tendering and acquaint himself with the site conditions and **no claim on this account** shall be entertained by the department.

1.20 The tender shall see the approaches to the site. In case any approach from main road is required at or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.

1.21 Contractor shall take all precautionary measures to avoid any damage to adjoining property. **All necessary arrangement shall be made at his own cost.** Any damage caused by the contractor to the contractor to existing building/ installation / roads / boundary walls shall be made good by him (the contractor) at his own cost.

1.22 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution board day and night, speed limit, red flags, red lights and proving barriers. He shall be responsible for all damages and accidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic, running of hospital services during the execution of the work.

1.23 Royalty at the prevailing rates whenever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. Or any other material collected by him for the work direct to revenue authorities and **the department shall pay nothing extra for the same.**

1.24 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials bought to site.

1.25 The work shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time, by the Engineer-In-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the and satisfy himself that the information available there from is complete and unambiguous.

The discrepancy, if any, shall be brought to the notice of the Engineer-In-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of the work on the basis of any erroneous and or incomplete information.

1.26 All materials obtained from Govt. stores or otherwise shall be got checked by the Engineer-In-Charge or his any authorized supervisory staff on receipt of the same at site before use.

1.27 All material shall only be brought at site as per programme finalized with the Engineer-In-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

1.28 Normally contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site conditions / circumstances at night, **no claim on this account shall be entertained. In such situations the contractor shall make available to the department proper means of transport such as vehicle at his own cost.**

1.29 Existing drains, cables, pipes, over-head wires and similar services encountered in the course of execution of work shall be protected against the damage by the contractor's own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manned likely to hinder the operation of such services. In no case such services should be stopped to the existing buildings.

1.30 The contractor shall be responsible for the watch and ward/ guard of the buildings, safety of all fitting and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. **No extra payment shall be made on this account.**

1.31 The day to day receipt and issue accounts of different / brands of paint shall be maintained separately in the standard Performa by the Jr. Engineer of work and which shall be duly signed by the contractor or his authorized representative.

1.32 The contractor shall be fully responsible for the safe custody of materials brought by him issued to even though the materials are under double lock key system.

1.33 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in the work. Any predelivery of the materials not required for immediate consumption shall not be resorted to. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work.

1.34 No payment shall be made to the contractor for any damage caused by rain, floods, earthquake or any other natural causes whatsoever during execution of work. The contractor at his own cost will make the damages to the work good and no claim on this account shall be entertained.

1.35 Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.

1.36 On the account of security consideration, there would be some restrictions, on the working hours, movement of vehicle for transportation of material and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work.

1.37 In case, there is any discrepancy between English version and corresponding Hindi version, if provided, then the provisions in English version will prevail.

1.38 The contractor will have to work as per schedule given by the Engineer-In-Charge.

1.39 The contractor shall remove all splashes from doors, windows and floors etc. if the contractor fails to remove the same 10% of gross value of the bills would be kept in deposit from each bill simultaneously.

1.40 The contractor submits the authenticated copies of itemized bills of the material which has to be entered in the M.A.S. Register viz Cement, Paint, or any other item suggested by the technical sanction authority before settling payment.

1.41 Sample of building material, fitting and other articles required for execution of work shall be got approved from the Engineer-In-Charge before use in the work. The quantity of samples brought by the contractor shall be judge by standards laid down in the relevant BIS specification.

1.42 All material and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-In-Charge which shall be preserve till the completion of work. If a particular brand of material is specified in the item of work in schedule of quantity, the same shall be used after getting the same approved from Engineer-In-Charge. Wherever brand/quality of material is not specified in the items of work, the contractor shall submit the samples as per suggestive list of brand name given in the tender document /particular specifications for approval of Engineer-In-Charge. For all other items, materials and fitting carrying BIS mark shall be used with approval of Engineer-In-Charge. Wherever BIS marked material / fittings are not available, the contractor shall submit samples of material/fittings manufactured by firm of repute conforming to relevant specification or IS codes and use the same only after getting the approval of Engineer-In-Charge. To avoid delay, contractor should submit samples as stated above well in advance so as to give timely order for procurement. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced/removed by the contractor at his own risk and cost**.**

1.43 The contractor shall ensure quality construction in a planned and time in bound manner. Any sub-standard material/work beyond set-out tolerance limit shall be summarily rejected by the Engineer-In-Charge& contractor shall be bound to replace/ remove such sub-standard/defective work immediately.

1.44 BIS marked items (except cement and steel) required on the work shall be got tested. Only important tests shall be carried out. The frequency of such tests shall be 25%of the frequency specified in the CPWD specifications 2009 Vol. I to II with up to date correction slips. for certain items, if the frequency of test is not mentioned in CPWD specifications then relevant IS code shall be followed and tests shall be carried out @25% of frequency specified therein.

1.45 BIS marked materials except otherwise specified shall be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material

produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and /or the work done.

1.46 Sample for testing –The contractor shall provide samples of materials required for testing free of charge. The cost of test shall be borne by the contractor / department in the manner indicate below: -

(a) By the contractor, if the results show that the material does not conform to relevant specifications.

(b) By the department, if the result show that the material conforms to relevant specifications. **All other expenditure required to be incurred for talking samples, conveyance, packing etc. shall be borne by the contractor himself.**

1.47 All necessary tests as per the NIT/CPWD specifications/ relevant BIS codes shall be carried out on all the materials whether ISI marked or otherwise. Wherever NIT/CPWD specifications/relevant BIS Codes do not specify the frequency of tests, the same shall be carried out as per the directions of the engineer –in-charge. Nothing extra whatsoever shall be payable on this account.

1.48 The contractor shall ensure quality control measures on different aspects of construction methodologies to be adopted.

1.49 Lists of approved makes and brand of materials for civil works and are annexed hereto. Makes and brands of materials specified therein shall only be used on the work. The contractor shall submit brand/ make of various materials to be used for the approval of Engineer-In-Charge along with samples.

1.50 Samples including brand/quality of materials and fitting to be used in the work shall be got approved from the Engineer-In-Charge, well in advance of actual execution and shall be preserved till the completion of the work.

1.51 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labor, material, tools, and plants and other inputs involved in the execution of the items and **nothing extra shall be payable on this account.**

1.52 The contractor shall quote all-inclusive rates against the items in the schedule of quantities and **nothing extra shall be payable for any of the conditions and specifications** mentioned in the tender document unless specially specified otherwise.

1.53 The contractor shall indemnify the Govt. against any claims or obligation rising out of any damage to adjacent property, structure or to building work done by him.

1.54 Many other agencies would be executing work simultaneously at site. The contractor shall maintain proper co-ordination with other agencies in maintaining progress of work. In case of any dispute, the decision of the Engineer-In-Charge shall be final and binding.

1.55 LABOUR CESS @ 1% OF THE GROSS VALUE OF THE WORK DONE WIL BE DEDUCTED FROM EACH RUNNING & FINAL BIL AS PER GOVT. NOTIFICATION.

1.56 **RECOVERY FOR WATER @ 1% OF THE GROSS VALUE OF WORK DONE SHALL BE MADE FROM THE BILL.**

1.57 The agency has to deposit 100% of paint material before the start of work at site calculated as per theoretical consumption calculated. The remaining material, which will be consumed as per theoretical consumption, shall be deposited by the contractor as directed by the Engineer-in-Charge.

1.58 The Engineer-In-Charge for civil work shall be Executive Engineer (Civil) and for minor component i.e. Electrical work Shall be Executive Engineer (Electrical) All Work shall be carried out as per direction of respective engineer in charge and work completion shall be recorded after satisfactory work report duly signed by both Executive Engineers in CMB.

1.59 Execution of work will be done by contractor in coordination with Engineering Department and Chief Provost, Hostel. AIIMS Rishikesh.The building is occupied currently due to which the work shall be executed in a phased manner without affecting the residents. Since there is no other space available, the whole building will not be handed over to contractor in vacant state for the repair and maintenance. Planning of execution of work will be planned in most economical way.

1.60 Pre-Bid meeting will be held on the date as given in tender documents.

1.61 The vendor should see the building before submission of bid for this work.

1.62 If the contractor fails to execute the work in the phased manner then action will be taken against him as tender documents, CPWD manual-2022, GCC-2023 or full amount of PBG shall be forfeited.

1.63 Final bill of the contractor shall produce after proper testing and full satisfaction of Engineer in charge of work whole work including proper testing of paint work etc.

1.64. The working area is predominantly female, so the work must be carried out according to the convenience of the students. The contractor must plan and prioritize the work according to the convenience of the students.

1.65 The Aadhaar card must be submitted to both the Engineering Office and the Security Office. Workers must obtain a gate entry pass, and a proper daily entry record must be maintained for workers entering the hostel premises.

1.66 Before commencement of painting/repair work in any **flat, hostel, quarter or residential accommodation**, the Contractor shall, at his own cost and using his own manpower, **shift/adjust all furniture, fixtures, household items and other movable articles** as required for proper execution of the work. Wherever shifting is not practicable, the Contractor shall properly cover and protect the items with **black polythene sheets or suitable protective material**. The Contractor shall be fully responsible for any **damage, staining, paint splashes or deterioration** caused to any furniture, fixture, equipment or other belongings due to the execution of the work. Any such damage shall be repaired/replaced by the Contractor at his own cost. After completion of the work, the Contractor shall **restore all shifted items to their original position** at his own cost and shall hand over the premises in a clean and proper condition

1.67 AIIMS Rishikesh shall have the right, subject to applicable procurement rules and contract provisions, to **increase, decrease, split, combine, add or omit quantities/items of work** according to actual site requirements. The Contractor shall execute such variations at the accepted contract/BOQ rates wherever the applicable item exists in the BOQ. The Contractor shall have no right to demand that all works in one residential unit be allotted together. AIIMS Rishikesh may issue work in parts, phases or separate locations.

1.68 The Contractor shall maintain adequate manpower and resources for attending work orders throughout the contract period. For normal works, the Contractor shall mobilize manpower at site within the time stipulated by the Engineer-in-Charge. For urgent/emergency works affecting occupied residential accommodation, the Contractor shall attend the site **within 24 hours. For non-compliance this, penalty of Rs. 1000.00 per day shall be imposed to contractor for delay period.**

1.69 The Contractor shall deploy adequate numbers of **skilled, semi-skilled and unskilled workers** as required for timely execution. The Contractor shall ensure that workers deployed are suitably trained and competent for the assigned work. AIIMS Rishikesh may require replacement of any worker whose conduct, workmanship or behaviour is found unsatisfactory.

1.70 All workers deployed inside AIIMS Rishikesh residential premises shall carry valid identification issued/approved by the Contractor and shall be produced whenever demanded by authorized AIIMS officials. The Contractor shall comply with applicable requirements relating to **police verification, identity verification and security clearance**, wherever required by AIIMS Rishikesh/security authorities.

1.71 The Contractor shall take adequate precautions to protect existing **doors, windows, flooring, electrical fittings, switches, fans, sanitary fixtures, furniture, cupboards, fittings, glass, walls and other property**. Any damage caused by the Contractor or his workers shall be repaired/replaced by the Contractor at his own cost to the satisfaction of the Engineer-in-Charge.

1.72 Since the work is to be carried out in residential areas, the Contractor shall maintain proper discipline and shall ensure minimum inconvenience to residents. Workers shall not enter any residential unit without authorization. Workers shall not use or handle any personal belongings of residents. Photography, videography or recording inside residential premises shall not be permitted without prior written authorization of AIIMS Rishikesh.

1.73 If any defect is noticed during or after completion of work, the Contractor shall rectify the same within the period specified by the Engineer-in-Charge. Rectification shall be carried out **without**

any additional cost to AIIMS Rishikesh where the defect is attributable to poor workmanship, improper surface preparation, defective material or failure to follow specifications. Repeated occurrence of defects may be treated as unsatisfactory performance and may result in further contractual action.

1.74 Wherever waterproofing and painting works are required at the same location/site, the **waterproofing work shall be executed and completed first**, and painting work shall be taken up only after satisfactory completion, curing/drying and inspection of the waterproofing work by the Engineer-in-Charge. The Contractor shall not commence the final painting work over any surface where waterproofing work is required but has not yet been completed and duly accepted by the Engineer-in-Charge. After completion of waterproofing, the Contractor shall ensure that the treated surface is properly cured/dried and is suitable for subsequent painting work as per the manufacturer's recommendations and the instructions of the Engineer-in-Charge . Any damage caused to the completed waterproofing treatment during subsequent painting, repair or other work shall be rectified by the Contractor at his own cost. The Engineer-in-Charge may direct the Contractor to repeat or rectify any defective waterproofing work before allowing commencement of painting work. No additional payment shall be admissible for such rectification where the defect is attributable to the Contractor.

1.74.1 The Contractor shall execute all waterproofing works included in the BOQ strictly in accordance with the approved specifications, manufacturer's recommendations, relevant applicable standards and the instructions of the Engineer-in-Charge. The waterproofing work may be required at different locations, including residential quarters, flats, hostels, toilets, bathrooms, terraces, roofs, walls, basements and other areas, as and when required by AIIMS Rishikesh during the contract period.The quantities mentioned in the BOQ are estimated quantities only and shall not constitute any guarantee of minimum quantity of waterproofing work.

1.74.2 If the Contractor fails to execute the work as per the terms and conditions of the contract, the entire amount of the PBG/EMD or both shall stand forfeited as decided by Engineer in charge , and the Contractor shall be debarred from participating in the bidding process of AIIMS Rishikesh for next 5 years.

1.66 **Pre Bid Meeting: -**

1. The pre bid conference would be held in the office of Executive Engineer(Civil), AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.
2. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and bidders may ensure their queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in its' opinion is nonresponsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

1.67. I. The bidder must execute the work in the prescribed manner or as directed by the engineer in charge. First, the repair work of the plaster shall be completed. After proper testing and

satisfaction of the Engineer in-charge, the work of exterior/Interior painting shall be executed thereafter.

If any defect is noticed during the in the defect liability period, the contractor shall rectify immediately within 15 days of receiving intimation of the defects at free of cost. If the defects are not attended to within the specified period, the necessary repairs will be carried out by another agency at the risk and cost of the contractor.

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 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 tons per annum.

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 2020 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-7), 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 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 signage's 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.

3.0 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.

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 this ……day of ……two thousand and …… between ……son of ……of ……(hereinafter called the **Guarantor** of the one part) and the Executive 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 five 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 five 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/floor or alteration and for such purpose;

(a) Misuse of roof/floor 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/floor.

(b) Alteration shall mean construction of an additional storey or a part of the roof/floor or construction adjoining to existing roof/floor 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 fifteen 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 Executive 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 The Executive Director, AIIMS Rishikesh by ……..in the presence of –

1. …….
2. …….

Rest of the terms and conditions will remain same as mentioned in NIT.

Annexure - II

(SPECIMEN)
(Undertaking)

Name of work:- Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.

NIT No:- 27/EE/Civil/2026-27.

I …….. hereby agreed that all the tender condition is accepted to me and rate quoted by me is inclusive of GST. I have submitted below the detail of my firm:

Name of firm and address: -

Firm type: -

Contact number:

Name of contact person: -

Email ID:

Annexure - III

(SPECIMEN)
(Undertaking)

Name of work:- Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.

NIT No:- 27/EE/Civil/2026-27.

I, ……., have visited and thoroughly inspected the site in detail. I hereby agree to carry out the work in a phased manner as required, ensuring minimal disruption to ongoing activities. I have read all the terms and conditions of NIT and agree to comply with them.

Name of firm and address: -

Firm type: -

Contact number:

Name of contact person: -

Email ID:

Authorised signature-:

Annexure-IV

(SPECIMEN)
(Undertaking)

Name of work:- Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.

NIT No:- 27/EE/Civil/2026-27.

I/we certified that our firm
_____
is not debarred/blacklist from any government department (Central/State) including autonomous bodies/department.
If it is found in future that the information given by me is not true then my bid is liable to be disqualified at any stage. And I will not claim any compensation and my PBG/Security deposit is liable to be forfeited and I may be debarred/blacklisted for some period or forever as decided by the competent authority. I will be solely responsible for such type of action.

Name of firm and address: -

Firm type: -

Contact number:

Name of contact person: -

Email ID:-

Authorized signature of contractor/Bidder with stamp:-

LIST OF APPROVED MATERIALS (CIVIL)

Note :

1. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.
2. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material/ Brand/ Make.
3. Whenever the specified brand of material is not available than, the Engineer-in-charge may approve any material equivalent to that specified subject to proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.

	MATERIALS:	BRAND/MAKE
1	AAC Block	Aerocon, Siporex, Ultratech, Ecolite, Concrelite, J.K. Laxmi (Cement Ltd.), BILTECH, Kansal, Dlite Blocks
2	AAC Block Adhesive	Ferrous crete(Ferro-1188), ARDEX ENDURA (White Star), Ultratech (Fixed-Block)
3	Acrylic Distemper, Emulsion, Synthetic Enamel Paint and Primer.	Asian Paints, Dulux, Berger, Nerolac
4	Epoxy Adhesive	FOSROC, Aquomix , Choksey, BAL-ENDURA,MYK Laticrete
5	Aluminium Composite Panel	Alpolic, Aluco Bond, Reynobond, Euro bond, Alstrong
6	Aluminium Extrusions	Hindalco, Indalco, Jindal
7	Aluminum Sections	Jindal, Hindalco, Indalco
8	Annealed Float Glass	Saint Gobain, Modi Guard, Asahi
9	Bitumen	Indian Oil, Hindustan Petroleum, Bharat Petroleum
10	Calcium Silicate Board / Tiles	Aerolite, Hilux, Starpan
11	CC Pavers / Grass Pavers	Nitco, Hindustan, Ultra, KJS Concrete, Duracrete, Mehtab Tiles, Kaptim
12	Centrifugally Cast Iron Pipe & Fittings	NECO, SKF, BIC, RIF, KAPILANSH, HIF
13	Ceramic Tiles	Kajaria, Nitco, Orient Bell, Johnson, RAK Ceramics
14	Chequered / Tactile Tiles	Dura, Eurocon, Modern, Hindistan, Johnson, Eavison
15	CI Manhole Cover	BIC, SKF, NICO, Hepco, Kapilansh, RIF
16	CI Double flanged non-return valves	Kirloskar, Sant, Kartar
17	CP fittings	Jaquar, Marc, Kohler, Grohe, Cera, Hindware, Somany
18	CPVC Pipes & Fittings	Astral Flowguard, Ashirvad, Prince, Supreme, Finolex,VECTUS
19	Curtain Carrier / Drapery Rod	Marvel, Vista levlor, Johnson.
20	Dash fastener, Expansion Bolt	Hilti, Bosch Fischer
21	Hydraulic Door closer, Floor springs	Dorma, Hettich, Hafele, Geze
22	Ductile Iron Pipe (Water Supply)	Electro steel, Kesso, KDUPL, Electro Spun
23	EPDM Gasket	Hanu, Anand, Lescuyer
24	GRC / Tactile Tile	Unistone, Eurocon, Dazzle
25	Epoxy Grouting Compound	Pidilite, Ferrous Crete(Ferro-102), MYK LATICRETE, Fosrock
26	Epoxy Primer & Paints	Berger, Pidilite, CICO, BASF, SIKA, Fosrock
27	Fire Check door	Navair, Godrej, Shakti
28	Float Glass Mirror	Modifloat, Saint Gobain, Asahi
29	Flush Doors (ISI Mark only)	Century, Kitlam, Archid, Greenply, Marino, Duro, Gujcon
30	Friction Stay	Earl-Bihari, Geze, Hettich, Securistyle
31	Galvanized/Stainless Steel Anchor Fasteners	Shakti, Arrow, Hilti, Fischer
32	GI Pipe & fittings	Tata, Zenith, Jindal, Prakash Surya, Swastik; (ISI Marked only)
33	GI Sheet	Sail, TATA, Jindal or equivalent
34	Gun Metal Gate Valve	Zoloto, Leader, SANT, Prima
35	Glass Mosaic Tile	Bisazza, Italia, Palladio, Mridul
36	Gypsum Board (False Ceiling)	Boral Gypsum, India Gypsum, St. Gobain
37	Hardener	Hardcrete of Snowcem India, Pidilite, CICO.
38	HDPE Pipes	VECTUS, Emco, Polyfins, Pioneer, Plyfab
39	Jet Assembly for EWC/Health Faucet	Parryware , Jaquar, Marc, PRIMA(ISI)
40	Kitchen loft tank	Sintex, Tirupati Structurals Ltd, KMS Plast world P.Ltd. Planet Plastics, Sri Kamakshi Traders, Sreyah Novel InC.
41	Laminate and Veneers	Merino, Greenlam, Kitlam, Duro
42	Locks / Latch	Godrej, Harrision, Dorma, Doorset (ISI)
43	Marine Plywood / BWP Ply	Duro, Century, Greenlam
44	Melamine Polish	Asian Paints, Pidilite, ICI Dulux, Burger
45	Metal False Ceiling	Nitobond, Armstrong, Trac, Durlum, Lafarge, Anutone
46	Mineral Fibre/ GRG Ceiling	Armstrong, Daiken, Anutone, Diamond, Credence
47	M.S. Pipe (Railing)	Jindal, Tata, RINL, Prakash Surya
48	M.S. Tubes	Tata, Apolo, Prakash Surya
49	Multicoat Synthetic Plaster/ Textured Exterior wall paint	Spectrum, Heritage, Ultratech
50	Plywood, Block Board	Greenply, Century, Duro
51	Polycarbonate Sheet	Danpalon (DPI), Bayer, Macrolux
52	Polysulphide / Silicon Sealent	Pidilite, Fosroc, Tuffseal, Chouksey Chemicals, Perma, BASF
53	POP (Plaster of paris)	JK, Laxmi, Sriram Nirman, Sakarni
54	PPR Pipes	SFMC, SAFE, Poineer Industries
55	Precast CC interlocking Tiles	Hindustan, Paver India, KK
56	Precoatd Profile Sheet	Tata, Bhushan or equivalent

57	Pre-laminated Particle Board	Ecoboard, Action-Tesa, Duro, Century Ply, Greenlam, Albihari
58	Pressed steel door frame	M/s Engineers & Fabricator, Raipur, M/s J.K. Enternprises, Jaipur, M/s Jangid Engineering Works, Jaipur, M/s Swastik Super Industries, Mohali, M/s SKS Steel Industries, New Delhi.
59	PTMT Fittings	Prayag, Polytuf, Pearl, Millennium, PRIMA
60	PVC Cistern	Steelbird, Jindal, Seabird, Prayag, Commander
61	PVC Connection Pipe	Supreme, Prince, Finolex
62	PVC Rain Water Pipe & Fitting	Finolax, Kisan, Kasta, Supreme, Astral, Prince
64	Ready Mix plaster	Ultratech, Precisecon Chem, Perma, Ferrous Crete, JK, Fosrock,
65	PVC Shutter	Polygreen, Rajshri, Plastogreen, Sintex
66	PVC Water storage Tank (Only ISI)	VECTUS, Water well, Plasto, Polycon, Sintex. (Weight as per ISI)
68	Solid PVC frames and shutters	Polygreen, Rajshri, Plastogreen, Sintex
69	Stainless Steel	Jindal, Salem or equivalent
70	Stainless steel Sink with or without Draining board.	Nirali, Hindware, Frankee, Neelkanth, Jaquar
71	Stainless steel Door/Window fittings & Fixtures	Dorma, Ozone, D-Line, Hettich, Kich, Geze
73	Super plasticizer / admixture	Sika, Fosroc, Chouksey Chemicals, BASF
74	Tensile Fabric	Bluestone, Encon, Structure Flex
75	Tile Adhesive	Ferrous Crete(Ferro-1122), Ardex Endura (Gold Star), PIDILITE (Fevimate XL), WEABR(Saint-Gobin) Sika, Thermoshield, Somany
76	Towel Ring/Towel Rod/Towel Rack	Marc, Jaquar, Kolher, Grohe
78	UPVC Pipes & Fittings	Astral Flowguard, Ashirvad, Prince, Supreme, Finolex,VECTUS
79	Urinal, Washbasin, Orrisa Pattern W.C., Wall mounted European W.C.Seat with Cistern	Hindware, Parryware, Jaquar, Cera, Kolher, Grohe
80	Vitrified Tile	Johnson -Marbonite, Somany, Kajaria, Orient Bell, NITCO, RAK
81	Wall Putty	JK, BIRLA, SARAPUTTY
82	Waste Pipe	Kamal, Viking, Jaquar
83	Water Proofing Compound (Liquid)	Pidilite, Cico, Impermo
84	White Cement	JK White, Birla White, Grasim

Schedule of Quantity

Name of work: **Annual Contract for Internal Painting and Repair Works in Residential Areas at AIIMS Rishikesh.**

Sr No.	Item	Unit	Qty	Rate	Amount
1.	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	sqm	24877.12	19.22	478138.25
2.	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	sqm	4975.42	151.84	755467.77
3.	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.Two or more coats untill the satisfaction of Engineer in charge.	sqm	24877.12	138.94	3456427.05
4.	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	sqm	3109.71	100.02	311033.19
5.	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge.With cement mortar 1:4 (1 cement : 4 fine sand)	sqm	760.00	532.62	404791.20
6.	Providing & Applying polymer modified,flexible cementatious negative side waterproofing coating with elastic waterproofing polymers on interior wall plaster surface in three coats @14.35 kg /10 sqm. one coat of self priming of cementatious waterproofing polymer(dilution with water in the ratio of 1:1) and two coats of cementatious waterproofing polymer (dilution with water in the ratio of 3:1) after scrapping and properly cleaning the surface to remove pre-existing paint film & loose particles till plaster is visible, complete in all respect as per the direction of Engineer-in-Charge.	sqm	576.50	435.27	250933.16
	Total				**5656791.00**