

All India Institute of Medical Sciences
Rishikesh-249203



विश्वामित्रो नः

CAMC of water purifiers machines in Residential area at AIIMS Rishikesh

Ref. No.	:	12/EE/Civil/2024-25
Publishing Date	:	16-07-2024 on 03:00PM
Bid Submission Start Date	:	16-07-2024 on 03:00PM
Last Date of Bid Submission	:	07-08-2024 on 03:00PM
Bid Opening	:	08-08-2024 on 03:00PM

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Name of Work: CAMC of water purifiers machines in Residential area at AIIMS Rishikesh

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Certified that this bid document contains pages 1 to 33 (One to Thirty- Three 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 for the following work: -

NIT No.: **12/EE/Civil/2024-25**

Name of Work: **CAMC of water purifiers machines in Residential area at AIIMS Rishikesh**

Estimated Cost: **Rs. 11,02,030.32** Earnest money: **Rs. 55,102.00**

Period of completion: **365 Days**

Last date & time of submission of bids: **07-08-2024 on 03:00 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 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
<u>CAMC of water purifiers machines in Residential area at AIIMS Rishikesh</u>	Rs. 11,02,030.32	Rs. 55,102.00	365 Days	07-08-2024 on 03:00PM	08-08-2024 on 03:00PM	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.

- 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.
- Information and Instructions for bidders posted on website shall form part of bid document.
- 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>
- Those contractors not registered on the website mentioned above, are requested to get registered beforehand.
- The intending bidder must have valid class-III digital signature to submit the bid.
- On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- Contractor can upload documents in the form of PDF format only.
- The contractor should quote the rate of item including GST as per statutory rules.
- 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 90 (ninety) 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 shall be taken as per 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. Scanned copy of EMD in form of FDR/DD/online receipt.
 - II. Affidavit (on Rs.100 non judicial stamp with notarized) regarding establishment of proprietorship firm / registered partnership deed / letter of incorporation for private ltd / ltd firm with written power of attorney (in case of bidder is owner, not required) of the authorized signatory.
 - III. Self-certified copy of work completion certificate for similar works as per eligibility criteria
 - IV. Proof of online deposit of tender fee and EMD. For tender fee exemption, NSIC/MSE certificate comprising relevant category of work should be uploaded.
 - V. Copy of registration certificate with CPWD, State PWD & Irrigation Department, MES, as mentioned in NIT.
 - VI. Notarized undertaking on Rs. 100 non judicial stamp paper as per NIT.
 - VII. Turnover certificate of last three years having UDIN number issued by the CA.
 - VIII. Valid solvency certificate not more than six months.
 - IX. GST,
 - X. PAN,
 - XI. ESI,
 - XII. EPF
 - XIII. Notarized copy of the registered partnership deed.
 - XIV. Valid Registration certificate of contractor in the appropriate category.
 - XV. Proposal for eligible associating agencies as per Form-G

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 for the work "**CAMC of water purifiers machines in Residential area at AIIMS Rishikesh**".

- 1.1 The work is estimated to Cost **Rs 13,92,804.68** 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 CAMC of Water Purifiers and water coolers Services in Government Department/Autonomous Body.

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.s
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 **08-08-2024 on 03:00PM**

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.
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.
14. The turnover certificate issued by the Chartered 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.

INTEGRITY PACT

To,

Sub: **12/EE/Civil/2024-25 CAMC of water purifiers machines in Residential area at AIIMS Rishikesh**
:

Dear Sir,

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

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

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

Yours faithfully,

Executive Engineer
AIIMS Rishikesh

To,

The Executive Engineer,
AIIMS Rishikesh,

Sub: Submission of Tender for the work of CAMC of water purifiers machines in Residential area at AIIMS Rishikesh

:

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

AIIMS Rishikesh represented through the Executive Director.....
(Name of Division)

AIIMS Rishikesh....., (Hereinafter referred as the
(Address of Division)

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

AND

(Name and Address of the Individual/firm/Company)
Through.....(hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

(Name of work)
Hereinafter referred to as the **"Contract"**.

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

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

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act.

Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

2) **Performance Guarantee/ Security Deposit:**

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

3) **Criminal Liability:**

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of

defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8:- Submission

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.

Article 9- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place: -

Dated: -

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 Ninety (90) 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 एतद्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं 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.....

अनुसूची 'द' SCHEDULE 'D'

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

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

अनुसूची (इ) SCHEDULE 'E'

- | | | |
|----|---|---|
| | टेके की सामान्य शर्तों का संदर्भ | General conditions of contract for CPWD works 2020 (maintenance work) as amended upto date. |
| 1. | Reference to General Conditions of contract | |

Name of work **CAMC of water purifiers machines in Residential area at AIIMS Rishikesh.**

:

- | | |
|---|---|
| कार्य की अनुमानित लागत Estimated cost of work | : ₹ 11,02,030.32 |
| (i) धरोहर राशि Earnest money | : ₹ 55,102.00 in form of FDR from scheduled bank. |
| (ii) निष्पादन गारंटी Performance guarantee : | 7.5 % of Tendered value. निविदित मूल्य का 7.5 % |
| (iii) प्रतिभूति निक्षेप: Security Deposit: | 2.5% of each bill |

अनुसूची 'च' SCHEDULE 'F'

सामान्य नियम एवं दिशानिर्देश:

General Rules & Directions:

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender -

कार्य की मदों की मात्रा के लिए अधिकतम प्रतिशत 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.

Executive Engineer , AIIMS Rishikesh

निम्नानुसार

see below

- | | |
|---|--|
| Definitions: | |
| 2(v) भारसाधक इंजीनियर | |
| Engineer-in-Charge | Executive Engineer, AIIMS Rishikesh |
| 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 प्रतिशतता | |
| 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. टेका फार्म | |
| Standard CPWD contract Form | CPWD form7 GCC 2020 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 पश्चात् अधिकतम अनुमेय एक्सटेंशन Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above	: 1 to 07 days
खण्ड Clause 2	खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी Authority for fixing compensation under clause 2	Superintending Engineer, AIIMS Rishikesh
खण्ड Clause 2A	क्या खण्ड 2 क लागू होगा Whether clause 2A shall be applicable	No
Clause 3	When Contract can be Determined	Applicable
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	
<u>Milestone(s): -</u>		NA
	कार्य निष्पादित करने के लिए अनुमत्य समय Time allowed for execution of work Authority to decide	365 (Three Hundred Sixty-Five) Days
	(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 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 10 d Clause10A	कार्यस्थल प्रयोगशाला में टेकेदार 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 **NA**
Percent of value of work

खण्ड Clause 10CC - NOT APPLICABLE.

खण्ड 10 गग उन सेविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अमले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।
Clause 10CC to be applicable in case of **DELETE** with stipulated period of compensation exceeding the period shown in next column : Months

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%

Clause 14

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

Clause 15

Applicable

खण्ड Clause 16

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding reduced rates

Superintending Engineer, AIIMS Rishikesh

Clause 17

Applicable

खण्ड Clause 18

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

N.A.

Clause 19

Applicable

Clause 19 A

Applicable

Clause 19 B

Applicable

Clause 19 C

Applicable

Clause 19 D

Applicable

Clause 19 E

Applicable

Clause 19 I

Applicable

Clause 19 K

Applicable

Clause 19 L

Applicable

Clause 20

Applicable

Clause 23

Applicable

Clause 24

Applicable

खण्ड Clause 25

Constitution of dispute redressed committee (DRC)

Deleted

खण्ड Clause 32

NA

खण्ड Clause 38

I) क)	सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची / विवरण	केलोनवि द्वारा मुद्रित दिल्ली दर अनुसूची 2018 के आधार पर
I) (a)	Schedule/statement for determining theoretical quantity of cement & bitumen	on the basis of Delhi Schedule of Rates 2021 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 कार्यों के लिए निविदा में अनुमानित मूल्य रु. 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 कार्यों के लिए निविदामें अनुमानित मूल्य रु. 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 कार्यों 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 पूर्ववर्तन और संरचनात्मक इस्पात काट	2 प्रतिषत जमा / घटा
c)	Steel Reinforcement and structural steel sections for each diameter, section and category.	2% plus/minus
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.	मद विवरण	अंको और षब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी
SI No.	Description of item	Rates in figures and words at which recovery shall be made from the

Contractor

		अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation	अनुमत्य 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 substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

PARTICULAR SPECIFICATIONS
&
SPECIAL CONDITIONS

1. All stores/spare parts Consumable/Non Consumable Whichever is required to make the machine functional is covered under CAMC Such as filter candle, membrane UV, taps, refrigerant, Compressor, Compressor air dryer, electric parts, pump, adaptor etc.
2. Comprehensive Annual Maintenance Contract (CAMC) will be start w.e.f the dated of signing the acceptance letter.
3. Rates mentioned against them valid for a period of 1 Year from the date of start of CAMC.
4. It shall be obligatory on the part of the contractor to carry out repair/ maintenance of water coolers/water purifiers under his direct control and supervision and under no circumstances the work shall be assigned to sub- contractor.
5. The term Comprehensive Annual Maintenance Contract shall include servicing, tank washing through chemical, gas filling, replacement of compressor, filter, thermostat, all kind of motor, capacitors, fan blade wiring, all kinds of plug, pads and replacement/repair of all other parts which are required to make the machines in working condition during the currency of the contract at the exclusive risk, responsibility and cost of the contractor.
6. For regular and proper maintenance of the water coolers and water purifiers for instantaneously attending to complaints received, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanics on all working days throughout the period from 9.00 AM to 6.00 PM. At least one mechanics shall remain to attend the complaints received from the users of water coolers/ water purifiers during the period of contract. The contractor shall also keep sufficient stock of spare parts in store of AIIMS, which may be required for replacement in the event of the above equipment becoming non- functional or defective, during the currency of the contract
7. Contractor must be deployed one dedicated trained Service Engineer to AIIMS Rishikesh during entire period of CAMC.
8. The successful contractor shall be required to do the work during the entire period of contract at the rates approved on the basis of the limited tender offer. If due to any reason, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the risk & cost of the contractor and the expenditure incurred thereon shall be recovered from the contractor. This may even entail the termination of the contract and forfeiture of the performance security.
9. The AIIMS RISHIKESH shall not provide any labour to the contractor for lifting or transportation of the water coolers/water purifiers during the period of the contract.
10. The contractor shall be responsible for handing over all the water coolers/ water purifiers in working condition along with all the accessories to AIIMS Rishikesh on the expiry of the contract and the cost of shortcoming, if any, shall be borne by the outgoing contractor.

11. The damage caused, if any, either to Water coolers / Water purifiers or to any other property of the Government through negligence or otherwise, shall be at the risk, cost and responsibility of the contractor. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and decision of AIIMS Rishikesh/Engineer in charge in this context shall be binding on the contractor.
12. Location wise logbook will maintain by the service engineer. Any machine repaired/ maintained will be entered in the same day in the concerned log book and got it verified/ signed by supervisor detailed by the Institute.
13. Agency is not allowed for revising its original price.
14. The price as quoted by the bidder once accepted by AIIMS, Rishikesh (client) should remain valid until the period of rate contract.
15. It may be ensured that parts replaced will be same make of ROs/ authorized brand only and should be shown before replacing under repair and CAMC accordingly, In case if it is found at a later stage the sub-standard inferior quality items supplied, necessary action will be taken against such agency, including forfeiture of their performance security and debaring them for quoting future tenders.
16. The work which is not possible to be carried out in the premises of AIIMS, Rishikesh (Client) can be allowed to be done outside workshop with the prior permission of Engineer in charge for which no extra charges would be paid for the same.
17. If the agency fails to undertake the job satisfactorily at any period of the time or withdraws its services permanently for more than three consecutive weeks. AIIMS, Rishikesh (client) has every right to cancel the contract and forfeit the Security Deposit and performance guarantee without assigning any reason what so ever.
18. Payment will be made quarterly basis i.e. completion of 3 months for actual work done on site and balance after completion of first six months on production of bill/invoice (in triplicate) duly pre-receipt along with satisfactory reports form the concerned user and supervisor after deduction of TDS. The contractor shall be responsible for smooth and satisfactory working of the water coolers and water purifier and shall obtain certificate from the user at periodic intervals to the effect that the water coolers/ water purifiers have been working satisfactory during the period of the contract and have not remained out of order for want of maintenance/ repairs. Proportionate deductions shall be made from the bill in case equipment remains out of order for more than 72 hours on each occasion.
19. Consumables like Pre filter Candle, Carbon Block & Membrane consumables will be replaced as and when required during entire period of CAMC.
20. In case of any dispute between the Agency' and 'Client', 'Client' shall have the right to decide.

21. No payment except payment under CAMC, shall be made to the contactor for any part Consumable or non-consumable etc.
22. The complaint will be rectify within 24 hours since the call given to vendor failing which penalty will be imposed as of Rs 500 per day and the fault will be rectify at the risk and cost of vendor.
23. No extra payment/compensation whatsoever on account of natural calamity/ accident or otherwise will be made to the firm except the offered rates permitted under this contract.
24. The AIIMS Rishikesh reserves the right to terminate the CAMC in full or part at any time during the contract period if the services of the contractor are not found satisfactory. In all matters of dispute relating to the proposed CAMC, the decision of AIIMS Rishikesh/ Engineer in charge in both cases shall be final and binding on the contractor.
25. Water coolers/water purifiers etc. those are under warranty period will be added in the contract after completion of their warranty Period for which the pro data amount may be paid as per the offered unit rates of contract.
The output quality of drinking water must be as per IS norm/ prevailing norm equivalent to IS norm (related to drinking water) failing which the payment will not be done. AIIMS has reserved the right to get check the sample randomly from any water purifier and any time with or without information to vendor. The test result from third party will be binding to both (AIIMS as well as vendor).
26. Lab Testing of the drinking water for the parameters shall be done once in six months. The samples shall be tested from PSU/NABL approved lab. Specimen shall be carried in the supervision of concern Junior Engineer of AIIMS. The expense incurred in testing of sample shall be borne by contractor.
Contractor has to Submit water testing report two of raw water and two of after purification. Following parameter should be furnished in reports:-
1. pH (at 25°C) 2. Color 3. Turbidity 4. Odour 5. Taste 6. Total hardness as CaCO₃ 7. Calcium as Ca 8. Alkalinity as CaCO₃ 9. Chloride as Cl 10. Cyanide as CN 11. Magnesium as Mg 12. Total dissolved Solids 13. Sulphate as SO₄ 14. Sulphate as SO₄ 14. Fluoride as F 15. Nitrate as NO₃ 16. Iron as Fe 17. Aluminum as Al 18. Boron 19. Hexa Chromium as CR+6 20. Phenolic Compound 21. Mineral Oil 22. Anionic Detergents as MBAS 23. Zinc as Zn 24. Copper as Cu 25. Manganese as Mn 26. Cadmium as Cd 27. Lead as Pb 28. Selenium as Se 29. Arsenic as As 30. Mercury as Hg 31.

Annexure - I**(SPECIMEN)****(Ref. para 3.3 of Particular Specifications and Special conditions)****GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECT AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The Agreement made thisday oftwo thousand and betweenson ofof(hereinafter called the **Guarantor** of the one part) and the 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 ten years from the date of giving of water proofing treatment.

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

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

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

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

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

IN WITNESS WHEREOF these presents have been executed by the Obligor and by and for and on behalf of the 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 byin the presence of –

1.
2.

**(SPECIMEN)
(Undertaking)**

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:

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, Concretite, 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, ICI 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
18 CPVC Pipes & Fittings	Astral Flowguard, Ashirvad, Prince, Supreme, Finolux, 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 Structural 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, Harrison, 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, Apollo, 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, Poiner 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. Enterprises, 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
63	Ready Mix Concrete (RMC)	Lafarge, Alchon, ACC, L&T, Grasim, Ultratech, RMC India
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)
67	Sluice Valve	Kirloskar, Venus, Kalpana, SANT, KARTAR, Zolto
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
72	Structural steel section	TATA, SAIL, RINL, Jindal
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
77	Tubular steel Window, ventilator, Door frame	M/s Engineers & Fabricator, Raipur, M/s J.K. Enterprises, Jaipur, M/s Swastik Super Industries, Mohali (Punjab) M/s Jangid Engg. Jaipur
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: CAMC of water purifiers machines in Residential area at AIIMS Rishikesh.

Sr No.	Item	Unit	Qty	Rate	Amount
1.	Water Purifiers Aquaguard Inbuilt UV + Water Cooler 50LPH Make Aqua guard	Each	42	11339.80	476271.60
2.	Water Purifiers Aquaguard reviva 50 LPH UV and water cooler (separate) Make Aquaguard	Each	5	8024.00	40120.00
3.	Water Purifiers Aquaguard Prima (RO+UV) 50LPH Make Aquaguard	Each	10	17939.54	179395.40
4.	Water Purifiers 50LPH UV+ inbuilt Water Cooler (Make M- Tech)	Each	13	8024.00	104312.00
5.	Water Purifiers 60 LPH UV+ inbuilt Water Cooler (Make USHA)	Each	6	8024.00	48144.00
6.	Water Purifiers Kent Elite Plus 50LPH RO+UV and Separate water Cooler Make Kent	Each	10	17939.54	179395.40
7.	Water Purifiers 50LPH UV and Sseparate water Cooler Make Kent	Each	4	10799.36	43197.44
8.	Water Purifiers Domestic RO +UV Tank Capacity 6-8 Litre	Each	6	5199.08	31194.48
					11,02,030.32