

**All India Institute of Medical Sciences  
Rishikesh-249203**



**Tender document for: - Hiring of Hydraulic Excavator for cleaning open area, Maintenance of leaking ETP/STP & water supply lines at AIIMS Rishikesh.**

<b>Ref. No.</b>	<b>:</b>	<b>20/SE/Civil/2020-21</b>
<b>Publishing Date</b>	<b>:</b>	<b>03-02-2021 at 03.00 PM</b>
<b>Bid Submission Start Date</b>	<b>:</b>	<b>03-02-2021 at 03.30 PM</b>
<b>Last Date of Bid Submission</b>	<b>:</b>	<b>11-02-2021 at 03.00 PM</b>
<b>Technical Bid Opening</b>	<b>:</b>	<b>12-02-2021 at 03.00 PM</b>

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Certified that this bid document contains pages 1 to 30 (One to Thirty pages).

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](http://www.aiimsrishikesh.edu.in)**

**AIIMS, Rishikesh****NOTICE INVITING TENDER**

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

NIT No.: **20/SE/Civil/2020-21.**

Name of Work: Hiring of Hydraulic Excavator for cleaning open area, Maintenance of leaking ETP/STP & water supply lines at AIIMS Rishikesh.

Estimated Cost: **Rs. 4,63,650.00 Earnest** money: Attach declaration form **Tender Fee: Rs. 1,180.00, Duration of work: 50** working days (1-day means 08 cumulative working hours) **Note\*** The 50 working days will be exhausted within 04 months from the date of award of work.

Last date & time of submission of bids: 11-02-2021 up to 03.00 PM

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

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

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

Name of work & Location	Estimated cost put to bid	Tender fee	Earnest Money	Total working days	Last date & time of submission of bid	Time & date of opening of bid
Hiring of Hydraulic Excavator for cleaning open area, Maintenance of leaking ETP/STP & water supply lines at AIIMS Rishikesh	Rs. 4,63,650.00	Rs. 1,180.00	Attach declaration form to be typed on Rs 10 non-judicial stamp paper in lieu of EMD	50 working days (1 day means 08 cumulative working hours) Note* The 50 working days will be exhausted within 04 months from the date of award of work.	11-02-2021 up to 03.00 PM	12-02-2021 at 03.00 PM

- 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](http://www.aiimsrishikesh.edu.in) or <https://eprocure.gov.in>
- But the bid can only be submitted after depositing tender fee along with bid security declaration form to be typed on Rs 10 non-judicial stamp paper in lieu of EMD in favor of AIIMS Rishikesh and uploading the mandatory scanned documents such as UTR number of RTGS in favor of AIIMS Rishikesh in following bank account.**
  - Bank Name: - Punjab National Bank
  - Branch Name: - PNB Pashulok
  - Account Number: - 6189000100021125
  - IFSC Code: - PUNB0618900
- 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.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
  8. Contractor can upload documents in the form of PDF format only.
  9. Contractor must ensure to quote rate of each item. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such items shall be treated as “0” (Zero).
  10. The contractor should quote the rate of item including GST as per statutory rules.
  11. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 3% against performance guarantee of contract value in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only.
  14. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 90 (ninety) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.
  15. List of Documents to be scanned and uploaded within the period of bid submission:
    - I. Treasury Challan /Demand draft/Pay order or Banker’s Cheque/ Deposit at call Receipt/FDR/Bank guarantee of any scheduled bank for tender fee
    - II. Enlistment Order of the Contractor.
    - III. Certificate of Registration for Sales Tax / VAT/ GST.
    - IV. Certificate of work experience (As specified in Clause 1.2.1 of CPWD-6)
    - V. There are no exemption tender fees.
- Note: In case the contractor not uploads the above documents in para 15 will be treated as disqualified.
16. **The hard copies of documents uploaded by contractors should also be submitted in the office of Engineering Department before the last date/due time of submission of tender.**
  17. Payment will be done with subject to availability of funds.

## **BID SECURITY DECLARATION**

(TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF RS.10/-)

### Performa for Earnest Money Deposit Declaration

Whereas, I/We ..... (name of agency)  
.....  
have submitted bids for

(Name of work) :- **Hiring of Hydraulic Excavator for cleaning open area, Maintenance of leaking ETP/STP & water supply lines at AIIMS Rishikesh.**

### **NIT No. 20/SE/Civil/2020-21**

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.
  
- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/We shall be suspended for two year and shall not be eligible to bid for AIIMS, Rishikesh tenders from date of issue of suspension order.

Signature of the contractor(s)

**CPWD - 6**

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

Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors of CPWD, MES, Railways & Govt. Departments of Uttarakhand state for the work of **“Hiring of Hydraulic Excavator for cleaning open area, Maintenance of leaking ETP/STP & water supply lines at AIIMS Rishikesh**

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

- 1.1 The work is estimated to Cost **Rs4,63,650.00** this estimate, however, is given merely as a rough guide.
- 1.2 Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

**Criteria of eligibility for submission of bid documents**

**1.2.1 Criteria of eligibility**

Three similar works each of value not less than **Rs. 1,85,460.00** or two similar work each of value not less than **Rs.2,78,190.00** or one similar work of value not less than **Rs.3,70,920.00** in last 7 years ending last day of the month previous to the one in which the tenders are invited.

1. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://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 duration work allowed is 50 working days (1-day means 08 cumulative working hours) **Note\* The 50 working days will be exhausted within 04 months from the date of award of work**, in accordance with the phasing, if any, indicated in the bid documents.
4. 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](http://www.aiimsrishikesh.edu.in) or <https://eprocure.gov.in> . **The cost of tender is Rs. 1,180 (inclusive GST). Those that downloads the tender document from website should upload scan copy of DD/Pay Order for Rs. 1,180.00 (non – refundable) in favour of “AIIMS, Rishikesh”, payable at Rishikesh.**
5. **The bid submitted shall be opened on 12-02-2021 at 03.00 PM**

6. The contractor whose bid is accepted will be required to furnish performance guarantee of 3% (three Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) 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.
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 bidder /contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
  - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender.
  - b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.
13. Photography and videography must be done by contractor before and after the execution of work at site.



**Special conditions of work: -**

1. The hydraulic excavator must not older than 3 years since date of work order.
  2. The driver must have valid as on date license.
  3. The vendor has to own the responsibility to provide the service round the clock in case emergency arises.
  4. The vendor will be available on phone call whenever there is requirement.
  5. The bidder will submit valid RC & other relevant documents at the time of submission of bid.
  6. If the vendor failed to provide service as mentions on point 3 &4 then 2-3 times penalty will be charge from him and will be deducted from its Running Bill or any other type of deposit in AIIMS.
  7. Running bill will be applicable as per CPWD Works Manual 2019.
  8. Operator of excavator will not be allowed in operate excavator in non-healthy condition.
  9. Consumption of liquor will not be permitted if found at any stage action will be initiated against him under the provision of prevailing laws.
  10. Log book for excavator shall be maintained & verified by representative of AIIMS. Log book shall be signed daily by representative of contractor & Engineer in charge. Monthly summary of log book shall be countersigned by Engineer in charge.
  11. RA Bills/ Final will be prepared duly supported by log book.
12. Daily output achieved by excavator by excavator to be entered in register & work dairy & jointly signed by representative of contractor and Engineer in Charge. Monthly summary of output shall be countersigned by Engineer in charge.
13. During the period of hiring, tools, spare parts, mechanic etc are to be arranged by the contractor. All expenditure towards maintenance of equipment, repair charges, cost of spare parts etc shall be borne by the contractor.
14. Bidder shall indicate source of Excavator in good working condition required for execution of work in following format: -
- (a) Item name
  - (b) Year of manufacture
  - (c) Source from where to be arranged.
  - (d) Location presently deployed
  - (e) Based on known commitments weather will be available for use in the proposed contract.
15. The condition of excavator should be excellent and operator should be so skilled.
16. If the Engineer in charge feels that operator is not skilled to do the job contractor without any dispute has to change the operator on written instructions from Engineer in charge within 03 days.
17. If at any stage Engineer in charge find that the excavator is not giving the desired output, contractor has to change the excavator immediately on written instruction of Engineer in charge within 5 days.
18. The excavator may be asked to stop at the completion of respective work even though working hours are less than one day equivalent i.e 8 working hours.
19. Actual working day will be 50 days which is equal TO  $50 \times 8 = 400$  Hours.

## **Payment terms**

- 1. Due to scarcity of funds payment may be get delayed. Contractor shall not claim anything because of delayed payments.**

## INTEGRITY PACT

To,

**Sub: 20/SE/Civil/2020-21: - Hiring of Hydraulic Excavator for cleaning open area, Maintenance of leaking ETP/STP & water supply lines 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: - **Hiring of Hydraulic Excavator for cleaning open area, Maintenance of leaking ETP/STP & water supply lines at AIIMS Rishikesh**

Dear Sir,

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

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

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

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

Yours faithfully

**(Duly authorized signatory of the Bidder)**

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

**INTEGRITY AGREEMENT**

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

**BETWEEN**

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

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

**AND**

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

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

**Preamble**

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

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

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

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

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

**Article 1: Commitment of the Principal / Owner**

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

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

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

- b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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) **Forfeiture of Performance Guarantee/ Security Deposit:**

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

- 3) **Criminal Liability:**

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

### **Article 4: Previous Transgression**

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



Bidder/Contractor as deemed fit by the Principal/ Owner.

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

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

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

#### **Article 6- Duration of the Pact**

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

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

#### **Article 7- Other Provisions**

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

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. . ..... (Signature, name and address)

2. . ..... (Signature, name and address)

Place: -

Dated: -

## 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.

The said Performance Gurantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. **Further, I/we agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such 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 एतद्द्वारा घोषणा करते है कि मैं/हम निविदा कागजातों, नक्शों 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 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 Director, AIIMS Rishikesh for a sum of ₹. \_\_\_\_\_

(Rupees \_\_\_\_\_)

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

- a)
- b)
- c)

For & on behalf of Director, AIIMS Rishikesh

Signature.....

तारीख Dated ..... ..

Designation.....

अनुसूचियां SCHEDULES  
[FOR MAJOR (CIVIL) COMPONENT]

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

Schedule of quantities (Enclosed) Page No. - 30 to 30

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
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अनुसूची 'ग' **SCHEDULE 'C'**

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयंत्र

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
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1	2	3	4
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**NIL**

**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'**

- |    |   |  |
|----|---|--|
| 1. | टेके की सामान्य शर्तों का संदर्भ<br>Reference to General Conditions of contract | General conditions of contract for CPWD works<br>2014, 2019 or as amended upto date. |
|----|---|--|

Name of work : **Maintenance of Horticulture work at AIIMS Rishikesh**

कार्य की अनुमानित लागत Estimated cost of work

: ₹4,63,650.00

(i) धरोहर राशि Earnest money

: ₹ (To be returned after receiving  
Performance Guarantee)

(ii) निष्पादन गारंटी Performance guarantee :

3% of tendered value. निविदित मूल्य का 3 प्रतिशत

(iii) प्रतिभूति निक्षेप: Security Deposit:

5% of tendered value plus 50% of performance  
guarantee for contract, involving maintenance of  
the building and services / other work after  
construction of same building and services /  
other work.**अनुसूची 'च' SCHEDULE 'F'**

सामान्य नियम एवं दिशानिर्देश:

**General Rules & Directions:**

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender -

कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक  
निष्पादित मर्दों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के  
अनुसार होगाMaximum 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.**Director, AIIMS Rishikesh**

निम्नानुसार

see below

Definitions:

2(v) भारसाधक इंजीनियर

Engineer-in-Charge

**SE, AIIMS Rishikesh**

2(viii) स्वीकार कर्ता प्राधिकारी

Accepting Authority

**EE, 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: -

**correction slips****Delhi Schedule of rate 2018(Civil) with****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 form 8 (Print edition -2016) as modified  
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 : 07 days

,पद्ध (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 15 days

**खण्ड Clause 2**

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी  
Authority for fixing compensation under clause 2 **SE, AIIMS Rishikesh**

**खण्ड Clause 2A**

क्या खण्ड 2 क लागू होगा  
Whether clause 2A shall be applicable **Yes**

**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 **15 days.**

लक्ष्य नीचे दी गई सारणी के अनुसार

**Milestone(s): - NA**

कार्य निष्पादित करने के लिए अनुमत्य समय  
50 working days (1 day means 08 cumulative working hours) Note\*The 50 working days will be exhausted within 04 months from the date of award of work.

Time allowed for execution of work

Authority to decide  
(i) Extension of Time **SE, AIIMS Rishikesh**  
(ii) Rescheduling of milestones **SE, AIIMS Rishikesh.**

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

**खण्ड Clause 6, 6A**

खंड लागू-(6 या 6 क) Clause applicable **6 A**

**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.1.0 Lakhs**

**खण्ड 10 d Clause10A**

कार्यस्थल प्रयोगशाला 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 **Yes / हाँ**

**खण्ड Clause10C**

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

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

खण्ड 10 गग उन सविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले 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 2009, Volume-I & II with correction slips upto date of receipt of tender.**

**खण्ड Clause 12**

12.2 &amp; 12.3

Type of Work

**Original Work**

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) **30%**

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) **30%**

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

**खण्ड Clause 16**

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी

Competent Authority for deciding reduced rates

**SE, AIIMS Rishikesh****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.**

**खण्ड Clause 25 Not applicable**



**खण्ड Clause 31**

Whether clause 31 shall be applicable

**Yes****खण्ड Clause 36(i)**

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

**खण्ड Clause 42**

- I) क) सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची / विवरण केलोनिवि 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 2018 printed by C.P.W.D. with correction slips issued up to date of receipt of tender.
- 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 प्रतिशत 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 प्रतिशत 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 पूर्णवर्लन और संरचनात्मक इस्पात काट 2 प्रतिशत 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.

**FORM OF EARNEST MONEY (BANK GUARANTEE)**

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

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

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

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to 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 programmer of the work within 15 days from the stipulated date of start of the work.
- 1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.5 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.6 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.7 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.9 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.10 All the material related to the work execution shall be approved by Engineer-In-charge.
- 1.12 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.13 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.15 **Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.**
- 1.16 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.

- 1.17 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.18 The contractor should get the approval of sample of materials used in execution of work before the execution.
- 1.19 All the quality and testing registers should be maintained by contractor and should be jointly signed by contractor and Engineer-in charge.

#### **5.0 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 melba 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.

**(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 Director, AIIMS Rishikesh (hereinafter called Government of the other part).

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

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

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

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

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

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

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

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

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

- 1. ....
- 2. ....

Signed for and on behalf of Director, AIIMS Rishikesh by .....in the presence of –

- 1. ....
- 2. ....

**Schedule of Quantity**

<b>BOQ Item No.</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate(for 8 working hours)</b>	<b>Amount</b>
1.0	Hydraulic Excavator (3D) with driver, fuel, all consumed and non -consumed spares parts maintenance etc.	Day(8 working hours)	50.00(50x8=400 hours)		