

All India Institute of Medical Sciences
Rishikesh-249203



विश्वारोग्य हि धर्मो नः

Hiring of Hydraulic Excavator for leveling of ground, excavation, refilling at AIIMS
Rishikesh

Ref. No.	:	15/SE/Civil/2022-23
Publishing Date	:	22-07-2022 on 3:00PM
Bid Submission Start Date	:	22-07-2022 on 3:00PM
Last Date of Bid Submission	:	29-07-2022 on 12:00PM
Bid Opening	:	30-07-2022 on 12:00PM

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Name of Work: Hiring of Hydraulic Excavator for leveling of ground, excavation, refilling at AIIMS Rishikesh

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

Executive Engineer
AIIMS, Rishikesh

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

AIIMS, Rishikesh**NOTICE INVITING TENDER**

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites 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. : **15/SE/Civil/2022-23**

Name of Work_ Hiring of Hydraulic Excavator for leveling of ground, excavation, refilling at AIIMS Rishikesh.

Estimated Cost: **Rs.4,67,720.00** Earnest money: Rs. **9,354.00**

Period of completion: **1 year**

Last date & time of submission of bids: - **29-07-2022 on 12:00PM**

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 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
Hiring of Hydraulic Excavator for leveling of ground, excavation, refilling at AIIMS Rishikesh	Rs. 4,67,720.00	Rs.9,354.00	1 year	29-07-2022 on 12:00PM	30-07-2022 at 12:00PM	Agency can submit EMD in hard form upto one day of last date of submission of Bid

- 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 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 3% 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 15 (fifteen) days after the issue of Letter of Acceptance of Work, action will be taken as per bid declaration form, unless time extension has been granted by AIIMS, Rishikesh.
- 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 undertaking**

furnished.

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

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

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

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

CPWD - 6

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

The Executive Engineer, AIIMS Rishikesh on behalf of 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 “Hiring of Hydraulic Excavator for leveling of ground, excavation, refilling at AIIMS Rishikesh”

- 1.1 The work is estimated to Cost **Rs4,67,720.00**, 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 187088.00** or two similar work each of value not less than **Rs. 280632.00** or one similar work of value not less than **Rs. 374176.00** in last **7 years** ending last day of the month previous to the one in which the tenders are invited.

Similar works means Building construction work or any related work.

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

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.

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 1 year from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available. The architectural and structural drawings shall be made available as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
5. The tender document consisting of plans if any, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions Of Contract Form can be seen from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in> .

The bid submitted shall be opened on :- **30-07-2022 at 12:00 PM**

6. The contractor whose bid is accepted will be required to furnish performance guarantee of 3 (Three 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 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 7 or General condition of contract for C.P.W.D Maintenance work 2020 with up to date correction slips.

INTEGRITY PACT

To,

Sub: **15/SE/Civil/2022-23** Hiring of Hydraulic Excavator for leveling of ground,
excavation, refilling 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 leveling of ground, excavation, refilling 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) / 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, 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** thereof 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 T E N D E R

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 #.....

टेकेदार 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.....

अनुसूची 'घ' 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 (ड) 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 Hiring of Hydraulic Excavator for leveling of ground, excavation, refilling at AIIMS Rishikesh

कार्य की अनुमानित लागत Estimated cost of work	: ₹ 4,67,720.00
(i) धरोहर राशि Earnest money	: Rs.9,354.00
(ii) निष्पादन गारंटी Performance guarantee :	3% of Tended value. निविदित मूल्य का 03 प्रतिशत
(iii) प्रतिभूति निक्षेप: Security Deposit:	2.5% of tendered value

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 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

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: - Rate	Delhi Schedule of rate 2018(Civil)/Market
2(xii) विभाग Department	Issued upto date of receipt of tender. 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

: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 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**खण्ड Clause 5**

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

10 days.

लक्ष्य नीचे दी गई सारणी के अनुसार

Milestone(s): -**NA**

कार्य निष्पादित करने के लिए अनुमत समय
Time allowed for execution of work
Authority to decide
(i) Extension of Time

01 (One) Year**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**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 ;पद्ध लागू होगा
Whether clause 10B (ii) shall be applicable

NA**खण्ड Clause10C**

Component of labour expressed as Percent of value of work

NA

खण्ड Clause 10CC - NOT APPLICABLE.

<p>खण्ड 10 गग उन सविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।</p> <p>Clause 10CC to be applicable in case of DELETE with stipulated period of compensation exceeding the period shown in next column : Months</p>
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खण्ड Clause 10d**Yes****खण्ड Clause 11**

कार्य निष्पादन के लिए अनुपालन
Specifications to be followed for execution of work

**For Civil : CPWD specification 2019, Volume-I & II
with correction slips upto date of receipt of tender.**

खण्ड Clause 12**Applicable**

12.2 & 12.3

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

50%

12.5

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

50%

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

100%**खण्ड Clause 16**

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

Superintending Engineer, 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 31**

Whether clause 31 shall be applicable

Yes**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 2018 printed by C.P.W.D. with correctionslips issued up to date of receipt of tender.

II) अनुमानमूलक मात्राओं में अनुमत विचलन
Variations permissible on theoretical quantities.

Yes

II) अनुमानमूलक मात्राओं में अनुमत विचलन
Variations permissible on theoretical quantities.

Yes

d½	सीमेन्ट जिन कार्यों के लिए निविदा में अनुमानित मूल्य रू. 5 लाख से अधिक न हो	
a)	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs	Not Applicable
	जिन कार्यों के लिए निविदा में अनुमानित मूल्य रू. 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.

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दर

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

क्रम सं. SI No.	मद विवरण Description of item	अंको और शब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor	
		अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation	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; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

PARTICULAR SPECIFICATIONS
&
SPECIAL CONDITIONS

1. GENERAL

- 1.1 Wherever any reference to any Indian Standard Specifications of BIS occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 1.2 The contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a programme of the work within 15 days from the stipulated date of start of the work.
- 1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.4 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.5 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.6 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.7 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.8 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.9 Excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.10 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.11 **Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.**
- 1.12 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.
- 1.13 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.

- 1.14 Contractor shall be able to claim bill only after issuing site clearance certificate from Junior Engineer & Assistant Engineer.
- 1.15 The contractor(s) shall inspect the site of work before tendering and acquaint himself with the site conditions and **no claim on this account** shall be entertained by the department.
- 1.16 The tender shall see the approaches to the site. In case any approach from main road is required at or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 1.17 Contractor shall take all precautionary measures to avoid any damage to adjoining property. **All necessary arrangement shall be made at his own cost.** Any damage caused by the contractor to the contractor to existing building/ installation / roads / boundary walls shall be made good by him (the contractor) at his own cost.
- 1.18 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution board day and night, speed limit, red flags, red lights and proving barriers. He shall be responsible for all damages and accidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic, running of hospital services during the execution of the work.
- 1.19 Royalty at the prevailing rates whenever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. Or any other material collected by him for the work direct to revenue authorities and **the department shall pay nothing extra for the same.**
- 1.20 The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-In-Charge. **Nothing extra shall be payable on this account.**
- 1.21 Contractor shall provide permanent bench mark, flags tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the level and location, given in the Architectural and plumbing drawings.
- 1.22 The contractor shall give performance test of the entire installations as per the standing specifications before the work is finally accepted and completion certificate is recorded by the Engineer- In -Charge. **Nothing extra whatsoever shall be payable to the contractor for the test.**
- 1.23 The work shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time, by the Engineer-In-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the and satisfy himself that the information available there from is complete and unambiguous.
The discrepancy, if any, shall be brought to the notice of the Engineer-In-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of the work on the basis of any erroneous and or incomplete information.
- 1.24 Other agencies will also simultaneously execute and install the works of internal electrical installations, sub- station / generating sets, air- conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. Shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and **nothing extra shall be payable on this account.**
- 1.25 The architectural drawings given in the tender other than those indicated in nomenclature of the items are only indicative of the nature of the work and materials / fixtures involved unless otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-In -Charge. Architectural drawings are available in the office of Engineer-In-Charge and can be seen.

- 1.26 Normally contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site conditions / circumstances at night, **no claim on this account shall be entertained. In such situations the contractor shall make available to the department proper means of transport such as vehicle at his own cost.**
- 1.27 Existing drains, cables, pipes, over-head wires, sewer lines and similar services encountered in the course of execution of work shall be protected against the damage by the contractor's own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In no case such services should be stopped to the existing buildings.
- 1.28 The contractor shall be responsible for the watch and ward/ guard of the buildings, safety of all fitting and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. **No extra payment shall be made on this account.**
- 1.29 The day to day receipt and issue accounts of different / brands of cement shall be maintained separately in the standard Performa by the Jr. Engineer of work and which shall be duly signed by the contractor or his authorized representative.
- 1.30 The contractor shall be fully responsible for the safe custody of materials brought by him issued to even though the materials are under double lock key system.
- 1.31 No payment shall be made to the contractor for any damage caused by rain, floods, earthquake or any other natural causes whatsoever during execution of work. The contractor at his own cost will make the damages to the work good and no claim on this account shall be entertained.
- 1.32 Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
- 1.33 On the account of security consideration, there would be some restrictions, on the working hours, movement of vehicle for transportation of material and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work.
- 1.34 The contractor shall also be required to follow the rules & restrictions imposed on working / movement/ stacking of materials by the local competent authority at all times. Nothing extra shall be payable on this account.
- 1.35 In case, there is any discrepancy between English version and corresponding Hindi version, if provided, then the provisions in English version will prevail.
- 1.36 The contractor will have to work as per schedule given by the Engineer-In-Charge.
- 1.37 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labor, material, tools, and plants and other inputs involved in the execution of the items and **nothing extra shall be payable on this account.**
- 1.38 The contractor shall quote all-inclusive rates against the items in the schedule of quantities and **nothing extra shall be payable for any of the conditions and specifications** mentioned in the tender document unless specially specified otherwise.
- 1.39 Unless otherwise specified in the schedule of quantities, the rates for all items, shall be considered as inclusive of pumping / bailing out water wherever necessary for which **no extra payment shall be made.**
- 1.40 The contractor shall indemnify the Govt. against any claims or obligation rising out of any damage to adjacent property, structure or to building work done by him.
- 1.41 In case services are encountered during excavation /earth work and such services are required to be shifted, the contractor is bound to carry out the shifting operation as per guidance/ instructions and with the approval of the Engineer-In-Charge. However, necessary payments shall be made in this regard as per provision of the agreement.
- 1.42 Many other agencies would be executing work simultaneously at site. The contractor shall maintain proper co-ordination with other agencies in maintaining progress of work. In case of any dispute, the decision of the Engineer-In-Charge shall be final and binding.
- 1.43 LABOUR CESS @ 1% OF THE GROSS VALUE OF THE WORK DONE WILL BE DEDUCTED FROM EACH RUNNING & FINAL BIL AS PER GOVT. NOTIFICATION.
- 1.44 **THE CONTRACTOR COMPLIES WITH THE INSTRUCTION CONTAINED TO DPCC ORDER FOLLOWS:-**

- (a) The dismantle material /building rubbish received from dismantling/demolishing shall be dumped to the dumping ground in properly covered truck with precaution.

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 motor vehicle 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 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@ double the value of per working hour.
7. Log book for excavator shall be maintained & verified by representative of AIIMS.
8. Monthly summary of log book shall be countersigned by Engineer in Charge.
- 9 RA Bill / Final will be prepared duly supported by log book.
10. 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.
11. Bidder Shall indicate source of Excavator in good working condition required for execution of work in following format:-
 - (a) Items 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.
12. The conditions of excavator should be excellent and operator should be so skilled.
13. 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 instruction from Engineer in charge within 03 days.
14. If 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.
15. 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.
16. The payment shall be made as per working hours basis.

1.0 SAFETY MEASURES AT CONSTRUCTION SITE

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

- (i) The work site shall be properly barricaded.
- (ii) Adequate signage's indicating 'Work in Progress – Inconvenience caused is Regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- (iii) The construction malba at site shall be regularly removed on daily basis.
- (iv) All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.

- (v) Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be provided at site to avoid accidents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.
2.

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

1.
2.

Schedule of Quantity

Name of work: Hiring of Hydraulic Excavator for leveling of ground, excavation, refilling at AIIMS Rishikesh

Sr.No.	Description of item	Unit	Quantity	Rate	Amount
1	Hiring of Hydraulic Excavator (3D) with driver, fuel, all consumable, non-consumable & spare parts complete for levelling of ground, excavation, refilling etc. as & when required as per direction of Engineer-in-Charge.(The payment shall be made as per logbook maintained for actual work done at site per hour).	Hrs	400	1169.30	467720.00