

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



Tender document for : -Maintenance of Horticulture work at AIIMS Rishikesh

Ref. No.	:	04/SE/Civil/2020-21
Publishing Date	:	05-06-2020 at 3.00 PM
Bid Submission Start Date	:	05-06-2020 at 3.00 PM
Last Date of Bid Submission	:	19-06-2020 at 03.00 PM
Technical Bid Opening	:	20-06-2020 at 01.00 PM

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

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Certified that this bid document contains pages 1 to 32 (One to Thirty two 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**

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 Horticulture category of CPWD, MES, Railways & Govt. Departments of uttarakhand state for the following work :-

NIT No. : **04/SE/Civil/2020-21.**

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

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Estimated Cost: **Rs. 54,77,521**, **Earnest** money: **Rs. 1,09,550.00**, **Tender Fee : Rs. 1180.00** & period of completion: **12 Months**

Last date & time of submission of bids: 19-06-2020 upto 03.00 PM

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

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

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites Item rate e-tenders from approved and eligible contractors of Horticulture category 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	Period of Completion	Last date & time of submission of bid	Time & date of opening of bid
Maintenance of Horticulture work at AIIMS Rishikesh	Rs. 5477521.00	Rs. 1180.00	Rs. 109550.00	12 Months	19-06-20120 upto 03.00 PM	20-06-2020 at 01.00 PM

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in>
4. (i) The bid can only be submitted after depositing tender fee and earnest money in favour of AIIMS Rishikesh and uploading the mandatory scanned documents such as UTR number of RTGS payment towards EMD in favor of AIIMS Rishikesh in following bank account.
 - a) Bank Name: - Punjab National Bank
 - b) Branch Name: - PNB Pashulok
 - c) Account Number: - 6189000100021125
 - d) IFSC Code: - PUNB0618900
- (ii) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.
- (iii) The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
- (iv) EMD shall not be accepted in any other form except RTGS.
5. Those contractors not registered on the website mentioned above, are requested to get registered beforehand.
6. The intending bidder must have valid class-III digital signature to submit the bid.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of PDF format only.
9. Contractor must ensure to quote rate of each item. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such items shall be treated as "0" (Zero).
10. The contractor should quote the rate of item including GST as per statutory rules.
11. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.
12. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 5% against performance guarantee of contract value in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.
13. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 90 (ninety) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.**
14. List of Documents to be scanned and uploaded within the period of bid submission:
 - I. UTR receipt of RTGS payment of Earnest money.
 - 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 is no exemption on EMD and tender fees.

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

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

CPWD - 6

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

Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors registered under Horticulture of CPWD, MES, Railways & Govt. Departments of uttarakhand state for the work of “**Maintenance of Horticulture work at AIIMS Rishikesh**”.

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

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

- 1.1 The work is estimated to Cost **Rs. 54,77,521.00**, 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

There should be valid registration of horticulture category of appropriate magnitude and class and also having experience of similar nature of maintenance of 3 nos. works not less than the value of each work 40% of estimated cost pertaining to VVIP areas for the last 5 years . Annual turnover for the last 3 financial year should be averagely more than 2.50 crore which shall be issued by the chartered accountants on their letterhead and with authorized signature.

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

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 (twelve)** month from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available. The architectural and structural drawings shall be made available as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
5. The tender document consisting of plans if any, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions Of Contract Form can be seen from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in> . **The cost of tender is Rs.1180 (inclusive GST).Those that downloads the tender document from website should upload scan copy of DD/Pay Order for Rs.1180.00 (non – refundable) in favour of “AIIMS, Rishikesh”, payable at Rishikesh.**

The bid submitted shall be opened on 20-06-2020 at 01.00 PM

6. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.**
7. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
8. The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
10. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
11. The contractor shall not be permitted to tender for works in AIIMS Rishikesh in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in AIIMS Rishikesh. Any breach of this condition by the contractor would render him liable to reject his Bid submitted by him.
12. This notice inviting Bid shall form a part of the contract document. The successful 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.

14. Wages due to every worker deployed shall be paid to him direct by the contractor through Bank Account or E.C.S or online transfer to his bank account up to 7th of each month. If contractor fails to pay wages of workers by 7th of each month then a penalty of Rs. 5000/- per day shall be imposed on contractor and that will be recovered from running bill due to the contractor.

15. The contractor should ensure that all workers deployed by him at works are enrolled as number of PF and ESI and should be given the Universal Account Number.

16. If contractor fails to provide social security benefit to the workers engaged by the contractor.

This will be treated an offence under EPF and MP act.

17. The contractor shall have to pay the minimum wages to the labour as per prevailing rate of government time to time and it should be binding on the contractor who shall have to pay increase the rates from time to time and retrospective effect to the labour and nothing will be paid extra on the account to the contractor.

18. The person employed by the agency should be present all days and holiday . In case of absent of worker the recovery of Rs. 1000/- per head per day shall be made from the bill.

19. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour material etc. The contractor shall be bound to follow all such restrictions and nothing extra shall be payable on account of the same.

20. In case of any casualty of shrubs and trees the recovery of general shrubs and trees @ Rs. 150/- per shrubs & Rs. 300/- per tree, Rs. 140/- for other foliage and Rs. 100/- per sqm shall be made nothing shall be paid extra for the same in this regard.

21. The contractor shall be responsible for removal of garden waste from the site and disposal off at designated dumping area which includes all leads and lifts. The deduction in payment shall be made @5000/- per day on daily basis if the area remains uncleaned.

22. The field staffs are to be engaged as approved yard stick . the yard sticks for reference area as given below:

- a. Garden area @1.00 mali/ 1.00 Acre (Prestigious Garden)
- b. Slow growing trees up to 4 years old and fast growing up to 3 years old @ 1 Mali/ 250 Nos.
- c. Shrubs @1Mali/1200 Nos.
- d. Earthen potted plants @1Mali/750 Nos (for ground floor in building or flat)
- e. Cement potted plants @1Mali/300 nos (For ground floor in building or flat)
- f. Hedge length @ 1 Mali/ 12000 Sqft

23. Noncompliance of directions for replacement of casualties to trees/ shrubs /hedge plant/ lawn area/ seasonal flower beds and any other garden features may also attract a penalty of Rs. 1000/- to 10000/-

24. If any damage caused for public conveniences the same shall have to be repaired instantly failing which necessary recovery shall be made from the contractor bill.

25. All the labour deputed by the contractor at site should wear floucereseant red colour jacket with AIIMS horticulture monogram and face mask. If the contractor failed to provide dress code to the labour at site, a sum of Rs. 100/- per day per labour shall be deducted from the contractor bill.

26. In view of technical staff as per clause the contractor has to engage one no. of B.SC agriculture supervisor and should have smart phone enabled with whatsapp. The supervisor has to send photos to concern officer in charge of daily labour deployment and all day to day activities. Nothing extra to be paid for this. Failing which a penalty of Rs. 1000/- per day will be deducted from the bill.

Payment terms

1. Payment shall be released quarterly against submission of bill in triplicate by the Successful bidder for satisfactory performance of work.
2. Due to scarcity of funds payment may be get delayed. Contractor shall not claim anything because of delayed payments.

INTEGRITY PACT

To,

Sub: **04/SE/Civil/2020-21: - Maintenance of Horticulture work 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 :- **Maintenance of Horticulture work 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 thisday of. 20

BETWEEN

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

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

AND

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

Preamble

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

(Name of work)

Hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal / Owner

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

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

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

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

Article 3: Consequences of Breach

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

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

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

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

- 3) **Criminal Liability:**

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

Article 4: Previous Transgression

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

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place: -

Dated: -

निविदा TENDER

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ङ, और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विषिष्ट शर्तों, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

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.

मैं/हम, एतद्वारा अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

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.

A sum of ₹ **109550.00** is hereby forwarded through RTGS as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director of AIIMS Rishikesh or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director of AIIMS Rishikesh or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee 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 aviolation comes to the notice of AIIMS Rishikesh, then I/We shall be debarred for tendering in AIIMS Rishikesh in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

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 हों, 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. - 29 to 32

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

कार्य की अनुमानित लागत Estimated cost of work

(i) धरोहर राशि Earnest money

: ₹ 5477521.00

: ₹ 109550.00 (To be returned after receiving Performance Guarantee)

(ii) निष्पादन गारंटी Performance guarantee :

5% of tendered value. निविदित मूल्य का 5 प्रतिशत

(iii) प्रतिभूति निक्षेप: Security Deposit:

2.5% of tendered value plus 50% of performance guarantee for contract, involving maintenance of the building and services / other work after construction of same building and services / other work.

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.

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 Horticulture: -

Delhi Schedule of rate 2018 (Horticulture)

with correction slips

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 एकसटेंशन
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

SE, AIIMS Rishikesh

	compensation under clause 2	
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	
<u>Milestone(s): -</u>		NA
	कार्य निष्पादित करने के लिए अनुमत्य समय Time allowed for execution of work	12 (Twelve) Months
	Authority to decide (i) Extension of Time (ii) Rescheduling of milestones	SE, AIIMS Rishikesh 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.15.0 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 Clause 10C

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, अमले कालम में दर्शाई गई अवधि से
अधिक अनुबंधित है।

Clause 10CC to be applicable in case of **DELETE**
with stipulated period of compensation
exceeding the period shown in next column : Months

खण्ड Clause 10d

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

	Type of Work	Original Work
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)	100%
12.5	(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)	100%
	(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 in Agriculture	1	05 years	Supervision of Horticulture and landscaping

खण्ड Clause 42

- I) क) सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची/विवरण के आधार पर
- 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 अनुमत 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 of20....

THE CONDITIONS of this obligation are:

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

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

PARTICULAR SPECIFICATIONS
&
SPECIAL CONDITIONS

1. GENERAL

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

- 1.16 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 1.17 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.18 The contractor should get the approval of sample of materials used in execution of work before the execution.
- 1.19 All the quality and testing registers should be maintained by contractor and should be jointly signed by contractor and Engineer-in-charge.

2.0 Special condition for plants-;

- 1. The height of plants/ saplings will be measured leaving the root portion.
- 2. The foliage plants should be well establish with good spread.
- 3. The main stem or trunk should be strong enough up to the required height.

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 signages 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.

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

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

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

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

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

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

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

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

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

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

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

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

1.
2.

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

1.
2.

Schedule of Quantity

BOQ Item No.	Description of Item	Unit	Quantity	Rate	Amount
1.0	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliage, creepers etc. including hoeing, weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be Paid in Separate Itmes& lawn mover and brush cutter with fuel and other T & P material/articles shall be provided by the contractor.) Free of Cost and as per direction of officer in charge.				
1.1	Prestigious works / Guest house & Director Bungalow & officers entitled to free accommodation.(1Mali for 1.00Acre)	Per Sqm/ per Year	481702.00		
2.0	Complete maintenance of trees (Out side garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be Paid in Separate Itmes and other T & P material/articles shall be provided by the contractor)Free Of Cost and as per direction of officer in charge.				
2.1	Trees for 250 no/(up to 4 & up to 3 year Slow & Fast Per Plant/ growing group)	Per Plant/ per Year	4800		
3.0	Complete maintenance of shrubs (Out side garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge.	Per Plant/ per Year	28800		
4.0	Cutting of Hedge/Edge including removing of cut material, cleaning, hoeing of hedge/edge bed watering, manureing and applying insecticides and fungicides etc.(excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge.	Per Sqm per Year	16068		
5.0	Maintenance of potted plants Cement pots at ground floor to Six floor in flats andground floor bungalow,office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Pots Shall be provided by the department) as per direction of officer in charge (For of Cement pots 300 no)	Per Pot / Per Year	24000		

6.0	Maintenance of potted plant Earthen pot in displayed at ground floor to Six floor bungalow,office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Pots Shall be provided by the department) as per direction of officer in charge (For Earthen pot 750 Nos)	Per Pot / Per Year	12000		
7.0	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 5 k.m.lead complete (Cattle manure measured in stacks will reduced by 8% for Payment).	Cum	200		
8.0	Providing and Displaying Bougainvillea named variety, Sobhra, Thima, Marry palmar, Cherry Blossom etc. well developed with fresh & healthy bushy in full bloom 75 to 90 cm ht. in 40 cm Cement Pot as per direction of the officer-in-charge.	Each	200		
9.0	Providing and displaying of Areca Palm having ht. 90 cm to 1.20 m with 4 to 5 suckers, well developed, fresh and healthy with lush green foliage in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	Each	300		
10.0	Providing and displaying of Araucaria cookie having ht. 60 cm to 75 cm, straight, well developed, fresh and healthy with lush green leaves from bottom to top in 20 cm size of Earthen pot/Plastic pot. & as per direction of the officer-in-charge.	Each	300		
11.0	Providing and displaying of Raphes palm having ht. 45 cm to 60 cm with 5 to 7 suckers, well developed, full of fresh and healthy leaves in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	Each	400		
12.0	Providing and displaying of Money Broad Leaves mounted on moss stick 90 cm ht., 3 to 4 s in each pot, well developed with full of fresh & healthy leaves in size of 25 cm Top dia x 18 cm Bottom dia x 25 cm Perpendicular height Earthen pot/Plastic pot. & as per direction of the officer-in-charge.	Each	300		
13.0	Providing and Displaying Dahlia double kenya variety in different colour well developed with 3 to 4 flowers in half bloom, good foliage stacked with Green painted Bamboo sticks, 45 to 60 cm height in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	400		
14.0	Providing and Displaying Chrysanthemum single variety in different colour well developed having 45 to 60 cm ht., minimum 100 and above half bloom flowers open well stacked with bamboo stick having three layer tiding by thread fresh and healthy foliage in 25 cm Earthen Pot and as per direction of the officer-in-charge.	Each	400		
15.0	Providing and Displaying Petunia hybrid different colour single well developed in full bloom in 20 cm Earthen/Plastic Pot and as per direction of the officer-in-charge.	Each	300		

16.0	Providing and Displaying Pansy Hybrid Sakata well developed with fresh & healthy foliage with 3 to 4 flower in bloom in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	300		
17.0	Providing and Displaying Marigold jaffri orange/yellow/Russet colour well developed with fresh & healthy foliage with 40 to 50 flowers in bloom specimen plant 60 to 75 cm ht in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	600		
18.0	Providing and Displaying Salvia ht. 45 to 60 cm multi branches stacking with bamboo stick specimen type with full bloom well developed in 30 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	300		
19.0	Providing and Displaying Kochia well developed fresh & healthy 30 to 45 cm ht. lush green well shaped in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	400		
20.0	Providing and Displaying Vinca different colour 6 to 8 well developed branch in full bloom stacked with green painted Bamboo stick in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	300		
	SUMMER & RAINY SEASONAL PLANTS				
21.0	Providing and Displaying Celosia well developed fresh & healthy 20 to 25 cm ht. (attractive) multi branching at blooming stage in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	300		
22.0	Providing and Stacking of Plant Protection Chemical Chlorpyrifos.	Ltr.	50		
23.0	Supply & Stacking PVC Pipe Standerd quality thickness 3 mm , dia 25 mm, weight 3.75 to 400 gm/meter (bundle having 30 m length.	Nos.	30		
24.0	Providing & Stacking of Samosam in 25 kg. paking Terroeota colour.	Bag	10		