

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



Tender document for Preparation of landscape design, maps, implementation of scheme and upgradation of horticulture work at AIIMS Rishikesh.

Ref. No. : **16/SE/Civil/2018-19**
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Last Date of Bid Submission : **22-10-2018 at 11.00 AM**
Technical Bid Opening : **23-10-2018 at 11.30 AM**

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Name of Work : - Preparation of landscape design, maps, implementation of scheme and upgradation of horticulture work at AIIMS Rishikesh.

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 Certified that this bid document contains pages 1 to 35(One to Thirty Five 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 CPWD, MES and Railways for the following work :-

NIT No. :**16/SE/Civil/2018-19.**

Name of Work: Preparation of landscape design, maps, implementation of scheme and upgradation of horticulture work at AIIMS Rishikesh.

Estimated Cost:**Rs. 36,50,000.00**Earnest money: **Rs. 73,018.00** & period of completion:**12 Months**

Last date &time of submission of bids: 22-10-2018 upto 11.00 AM

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, CPWD, MES and Railways 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
Preparation of landscape design, maps, implementation of scheme and upgradation of horticulture work at AIIMS Rishikesh.	Rs. 36,50000.00	Rs. 73,018.00	12 Months	22-10-2018 upto 11.00 AM	23-10-2018 at 11.30 AM

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. But the bid can only be submitted after depositing tender fee in favour of AIIMS Rishikesh and uploading the mandatory scanned documents such as Demand draft or pay order or banker's cheque or deposit at call receipt or fixed deposit receipts and bank guarantee of any scheduled bank towards EMD in favour of AIIMS Rishikesh and other documents as specified.
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. (i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by Demand Draft FD/TD/CD in favour of “ AIIMS, Rishikesh” drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be submitted alongwith bid documents.

(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.

12. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.

13. 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.

14. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 90 (ninety) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. 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.**

15. List of Documents to be scanned and uploaded within the period of bid submission:

I. Treasury Challan /Demand draft/Pay order or Banker’s Cheque/ Deposit at call Receipt/FDR/Bank guarantee of any scheduled bank against EMD.

II. Demand draft or cash receipt from AIIMS Rishikesh against tender fee.

III. Enlistment Order of the Contractor.

IV. Certificate of Registration for Sales Tax / VAT/ GST.

V. Certificate of work experience (As specified in Clause 1.2.1 of CPWD-6)

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

16. The hard copies of documents uploaded by contractors should also be submitted in the office of engineering department before the last date/due time of submission of tender. 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 of CPWD, MES and Railways for the work of “Preparation of landscape design, maps, implementation of scheme and upgradation 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. 36,50000.00** 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

1. Three similar works each of value not less than **Rs. 14,60,000.40** or two similar work each of value not less than **Rs. 21,90,000.40** or one similar work of value not less than **Rs. 29,20,000** in last **7 years** ending last day of the month previous to the one in which the tenders are invited.
Similar works means Horticulture work.

(a) Contractor must be associated with a landscape Architect and letter of association should be enclosed in original with the tender.

(b) Comprehensive landscape plan shall be given within 15 days from the date of award of work and detailed drawing in the next one month.

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 tender document consisting of plans if any, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions Of Contract Form can be seen from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in> .

The bid submitted shall be opened on 23-10-2018 at 11.30 A.M.

5. 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.**
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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 8 or other Standard C.P.W.D. Form as applicable.

12. Photography and videography must be done by contractor before , during work and after the execution of work at site.

INTEGRITY PACT

To,

Sub:**16/SE/Civil/2018-19** Preparation of landscape design, maps, implementation of scheme and upgradation 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 “Cleaning Preparation of landscape design, maps, implementation of scheme and upgradation 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 this..... day of.....20

BETWEEN

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

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

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

AND

(Name and Address of the Individual/firm/Company)

Through.....(hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble

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

(Name of work)

Hereinafter referred to as the **"Contract"**.

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

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

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

Article 1: Commitment of the Principal / Owner

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

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

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

- b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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 शर्तें, 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 नियमवली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती हैं 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.

₹73,018.00 की धनराशि, धरोहर राशि के रूप में ट्रेजरी चालान रसीद / अनुसूचित बैंक की मांग जमा रसीद / अनुसूचित बैंक की सावधीजमा रसीद / अनुसूचित बैंक का डिमांड ड्राफ्ट / अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में इसके साथ भेजी जाएगी है। यदि मैं / हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं / हम यह मंजूर करते हैं कि एम्स ऋषिकेश के निदेशक या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं / हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं तो मैं / हम यह मंजूर करते हैं कि एम्स ऋषिकेश के निदेशक या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिषेध से अनधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निषिद्ध की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निपेक्ष के रूप में रोक ली जाएगी। इसके अतिरिक्त मैं / हम सहमत हैं कि बयाना राशि या बयाना राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे / हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा।

A sum of ₹73,018.00 hereby forwarded in Multiple Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt / Fixed Deposit receipts of a scheduled bank / demand draft of a scheduled bank/bank guarantee issued by a scheduled bank 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 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 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 #.....

टेकेदार के हस्ताक्षर Signature of Contractor #
डाकका 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.....

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

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

Schedule of quantities (Enclosed) Page No. - 34 to 35

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

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

अनुसूची 'ग' **SCHEDULE 'C'**

ठेकेदार को भाड़े पर दिए जानेवाले औजार एवं संयंत्र

Tools and plants to be hired to the contractor

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

NIL

अनुसूची 'द' SCHEDULE 'D'

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

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

अनुसूची (ड) SCHEDULE 'E'

1.	टेके की सामान्य शर्तोंकासंदर्भ Reference to General Conditions of contract	General conditions of contract for CPWD works 2018 as amended upto date.
Name of work: Preparation of landscape design, maps, implementation of scheme and upgradation of horticulture work at AIIMS Rishikesh		
कार्य की अनुमानितलागत Estimated cost of work		: ₹ 36,50000.00
(i)	धरोहरराशि Earnest money	: ₹ 73,018.70 (To be returned after receiving Performance Guarantee)
(ii)	निष्पादनगारंटी Performance guarantee :	5% of tendered value. निविदितमूल्य का 5 प्रतिशत
(iii)	प्रतिभूतिनिक्षेप: 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 एवंदिशानिर्देश:

General Rules & Directions:

निविदाआमंत्रण करनेवालाप्राधिकारी

Officer inviting tender -

Director, AIIMS Rishikesh

कार्य की मर्दों की मात्रा के लिए अधिकतमप्रतिशतजिससेअधिक निष्पादितमर्दों के लिए दरोंकानिर्धारण खण्ड 12.2 और 12.3 के अनुसारहोगा

निम्नानुसार

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.

see below

Definitions:

2(v)	भारसाधकइंजीनियर Engineer-in-Charge	SE, AIIMS Rishikesh
2(viii)	स्वीकारकर्ताप्राधिकारी Accepting Authority	EE, AIIMS Rishikesh
2(x)	अतिरिक्तऔरलाभोंकोपूराकरने के लिए श्रम एवंसामग्रियों की लागतपरप्रतिशतता Percentage on cost of materials and labour to cover all overheads and profits.	15% (Fifteen per cent)
2(xi)	दरों की मानकअनुसूची Standard schedule of Rates for Civil: - with correction slips	Delhi Schedule of rate 2018(Horticulture) Issued upto date of receipt of tender.
2(xii)	विभाग Department	AIIMS Rishikesh
9(ii)	मानक के.लो.नि.वि. टेकाफार्म Standard CPWD contract Form	CPWD form 8 (Print edition -2018) as modified with up to date correction slip.

खण्ड Clause 1

;पद्ध स्वीकृतिपत्र जारीहोने 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 : 15days

;पद्ध (उपर्युक्त प) में दी गई अवधि के पश्चात् अधिकतम अनुमेय एक्सटेंशन
Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 1 to 15 days

खण्ड Clause 2

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

खण्ड Clause 2A

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

खण्ड Clause 5

कार्य आरंभ की तारीख की गणना के लिए स्वीकृतिपत्र के जारीहोने की तारीख से दिनों की संख्या
No. of days from the date of issue of letter of acceptance for reckoning date of start **30 days.**

लक्ष्य नीचे दी गई सारणी के अनुसार

Milestone(s): -**NA**

कार्य निष्पादित करने के लिए अनुमत समय
Time allowed for execution of work **12(Twelve)Monts**

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

(iii) Shifting of date of start in case of delay in handing over of site

EE,AIIMS Rishikesh

खण्ड Clause 6, 6A

खंड लागू-(6 या 6 क) Clause applicable

6 A

खण्ड Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य
Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment

Rs.1.0 Lakhs

खण्ड 10 d Clause 10A

कार्यस्थल प्रयोगशाला में टेस्ट के दार द्वारा उपलब्ध कराये जाने परीक्षण उपकरण की सूची

List of testing equipment to be provided by the contractor at site lab.

N.A.

खण्ड Clause 10B(ii)

क्या खण्ड 10 ख, पद्धत लागू होगी

Whether clause 10B (ii) shall be applicable

Yes / हां

खण्ड Clause 10C

Component of labour expressed as Percent of value of work

NA

खण्ड Clause 10CC - NOT APPLICABLE.

खण्ड 10 गग उन सविदाओ पर लागू होगा जिसे कार्य समापन की अवधि, अपने 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

कार्यनिष्पादन के लिए अनुपालन
Specifications to be followed for execution of work

For Horticulture : CPWD specification 2018, 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)

30%

12.5

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

30%

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

100%

खण्ड Clause 16

घटीहुईदरेनिर्धारितकरने की लिए सक्षमप्राधिकारी **SE, AIIMS Rishikesh**
Competent Authority for deciding reduced rates

खण्ड Clause 18

कार्यस्थलपरठेकेदार द्वारालगायेजानेवालीअनिवार्य
मशीनरीऔजार एवंसंयंत्रों की सूची :-

List of mandatory machines, tools and
plants to be deployed by the contractor at site.

N.A.**खण्ड Clause 25**

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC and Arbitrator
DRC shall constitute one Chairman and two members	Director, AIIMS Rishikesh

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	Designation
	Qualification	Number		
Upto 150 Lacs	Graduate or Diploma Engineer	1	05 years	Project Planning/Site/Billing

खण्ड Clause 42

I) क) सीमेन्टऔरबिटुमन की अनुमानमूल
मात्रा निर्धारितकरने के लिए [अनुसूची / विवरण](#)

केलोनिवि द्वारामुद्रितदिल्लीदरअनुसूची 2018
के आधारपर

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) अनुमानमूलकमात्राओंमेंअनुमत्य विचलन
Variations permissible on theoretical quantities.

Yes

d½) सीमेन्टजिनकार्यो के लिए निविदामेंअनुमानित
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

जिनकार्यो के लिए निविदामेंअनुमानित
मूल्य रु. 5 लाख से अधिकहो

2 प्रतिषतजमा / घटा

for works with estimated cost put to
tender more than Rs. 5 lakhs

2 % plus/minus.

ख)	बिटुमनसभीकार्यों के लिए	2.5 प्रतिषतकेवलजमाऔर घटा के पक्ष में षून्य
b)	Bitumen for all works	2.5% plus only & Nil on minus side.
ग)	इस्पातप्रत्येकव्यास, कोटऔर श्रेणी के लिए पूनर्वलनऔरसंरचनात्मकइस्पातकाट	2 प्रतिषतजमा / घटा
c)	Steel Reinforcement and structural steel sections for each diameter, section and category.	2% plus/minus
घ)	सभीअन्य सामग्रियां	षून्य
d)	All other materials	Nil.

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूलीदर

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

क्रम सं. SI No.	मदविवरण Description of item	अंकोऔर षब्दोंमेंवहदरजिसपरठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor	
		अनुमत्य विचलन से अधिकआधिक्य Excess beyond permissible variation	अनुमत्य विचलन से अधिकउपयोग घटाया Less use beyond the permissible variation
1.	सीमेन्टCement	N.A.	N.A.
2.	ईस्पात Steel Reinforcement	N.A.	N.A.

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.
- 1.5 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.
- 1.11 Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
- 1.12 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 & equipment, 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 CONDITION FOR CEMENT:-

- 2.1 The Contractor shall procure 43 grade Ordinary Portland cement (conforming to IS : 8112) or Portland slag cement (conforming to IS : 455) or Portland Pozzolana Cement (PPC) (Fly ash based) – conforming to IS : 1489 (Part-I) as required in the work, from reputed manufactures of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by ADG for that sub region.
The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s) which the contractor proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially.
 Supply of cement shall be taken in 50 Kg bags bearing manufacture's name, batch No. & ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got issue in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.
 If Portland Pozzolana cement or Portland slag cement is used, suitable modification in deshuttering time etc. shall be done if need be as per specifications and standards and as directed by Engineer – in – charge and nothing extra shall be payable on this account.
 No extra payment / deduction shall be made from the payment to the contractor for using any of the above type of cement.
- 2.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer - in - charge.
- 2.3 For each grade / type, cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at site of work as per sketch shown in General conditions of contract for CPWD works 2010 with weather proof roofs and walls, for which no extra payment shall be made. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Engineer in charge and nothing extra shall be paid for the same. The decision of the Engineer-in-charge regarding the capacity required/needed will be final. However, the capacity of each godown shall not be less than 100 tonnes. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with CPWD Engineer-in-charge or his authorized representative and that of other lock with the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The account of daily receipt and issue of

cement shall be maintained in a register in the prescribed Proforma and signed daily by the contractor or his authorized agent in token of its correctness.

- 2.4 The cement shall be got tested by Engineer –in –charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor / Department in the manner indicated below :-
- (a) By the contractor, if the results show that the cement does not conform to relevant BIS codes.
 - (b) By the Department, if the results show that the cement conforms to relevant BIS codes.

2.4.1 All other charges of sampling, packing and transportation of sample shall also be borne by the contractors.

2.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained separately for each type of cement, as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein. However, for consumption lesser beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract at Schedule A to F (CPWD-8), without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be. In case of excess consumption no adjustment shall be made.

(i) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without return permission of the Engineer-in-charge.

(ii) Damaged cement shall be removed from the site immediately by the contractor on receipt of notice in written. In case if he does not do within three days or receipt of same notice, the Engineer-in-charge shall get removed at the site of the contractor.

2.6 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

3.0 CONDITIONS FOR REINFORCEMENT STEEL :-

3.1 The contractor shall procure TMT bars of ~~Fe 415 / Fe 415D / Fe 500 / Fe 500D / Fe 550 / Fe 550D~~ grade from primary producers such as SAIL, Tata Steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd. or any other producer as approved by CPWD who are using iron ore as the basic raw material / input and having crude steel capacity of 2.0 Million tonnes per annum and above.

In case of non-availability of steel from primary producers, use of TMT reinforcement bars procured from secondary producers will be allowed subject to fulfillment of following conditions:

- a. The grade of the steel such as ~~Fe 415 / Fe 415D / Fe 500 / Fe 500D / Fe 550 / Fe 550D~~ or other grade to be procured is to be specified as per BIS : 1786 - 2008.
- b. The secondary producers must have valid BIS licence to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.

- c. The TMT bars procured from primary producers and ISPs shall conform to manufacture's specifications.
- d. The TMT bars procured from secondary producers shall conform to the specifications as laid down by Tempcore, Thermex, Evcon, Turbo and Turboquench as the case may be.
- e. TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to ~~Fe 415 / Fe 415D / Fe 500 / Fe 500D / Fe 550 / Fe 550D~~ or other grade of steel as specified in the tender.

3.2 Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (c) & (d) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week or written orders from the Engineer-in-Charge to do so.

In case contractor is permitted to use TMT reinforcement bars procured from secondary producers then:

(i) The base price of TMT reinforcement bars as stipulated under schedule 'F' shall be reduced by Rs. 6700/- MT. However, for operation of provisions of clause 10CA in such case, the indices for TMT reinforcement bars of secondary producers will be considered same as for primary producers.

(ii) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs. 8.00 per kg.

3.3 The steel reinforcement bars shall be brought at site in bulk supply of 25 tonnes or more as decided by the Engineer in charge.

3.4 The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

3.5 For checking nominal mass tensile strength bend test re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Dia of bar	For consignment below 100tonnes	For consignment above 100tonnes
Under 10 mm	One sample for each 25 tonnes or part thereof	One sample for each 40tonnes or part thereof
10 mm to 16mm	One sample for each 35 tonnes or part thereof	One sample for each 45tonnes or part thereof
Over 16mm	One sample for each 45 tonnes or part thereof	One sample for each 50tonnes or part thereof

3.6 The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

3.7 All other charges of sampling, packing and transportation of sample shall also be borne by the Contractor.

3.8 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be

worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

3.9 Steel brought to site and remaining unused shall not be removed from site without the written permission of Engineer-in-Charge.

3.9(i) Reinforcement including authorized spacer bars and lappings shall be measured in length for different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.

(ii) The standard sectional weights referred to shall be as in Table 5.4 in para 5.3.4 in revised CPWD specifications 2009 Vol. I will be considered for conversion of length of various sizes of TMT bars in to standard weight.

(iii) Record of actual sectional weights shall also be kept dia wise and lot wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer in charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight.

(a) If the derived weight as in sub-para (iii) above is less than the standard weight as in sub-para (ii) above, then the Derived Actual Weight shall be taken for payment.

(b) If the derived actual weight is found more than the standard weight, than standard weight as worked out in sub para (ii) above shall be taken for payment. Nothing shall be paid extra for the difference in Derived/ Actual Weight and standard weight.

The contractor have to obtain vouchers and furnish test certificate to the Engineer-in-charge in respect of all the lots of Steel brought by him from approved suppliers at the site of work.

3.10 Every care should be taken to avoid mixing different types of grades of bars in the same structural members as main reinforcement to satisfy relevant clause of IS: 456. In case of buildings, wherever the situation necessitates, the change over shall be permitted only from any one level onwards. In case of foundations, all foundation elements (footings and grade beams) shall have the same kind of steel. In the case of columns, all structural elements up to the level of change, where the change over is taking place should have the same kind of steel as those in columns.

3.11 The reinforcing steel brought to site of work shall be stored on brick / timber platform of 30/40-cm height, nothing extra shall be paid on this account.

4.0 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.

5.0 SPECIFICATIONS FOR FLY ASH BRICKS - All fly ash bricks as brought to the site shall conform to the strength & durability parameters as prescribed in the tender and CPWD specifications.

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.

6.1 Formwork for exposed concrete surfaces:-

6.1.1 Where it is specifically shown on the drawings to have original fair face finish of concrete surface without any rendering of plastering, formwork shall be carried put by using plywood on steel plates of approved quality.

6.1.2 The forms shall be constructed so as to produce a uniform and consistent texture and pattern on the face of the concrete. The formwork shall be placed so that all horizontals are constructed of lumber and are not paneled and the formwork joints shall be staggered.

6.1.3 To achieve a finish which shall be free of board marks, the formwork shall be faced with plywood or equivalent material in large sheets. The sheets shall be arranged in an approved pattern. Whenever possible, joints between sheets shall be arranged to coincide with architectural feature, sills, window heads or change in direction of surface. All joints between panels shall be vertical or horizontal unless otherwise directed. Suitable joints shall be approved between sheets. The joints shall be arranged and fitted so that no blemish or mark is imparted to the finished surfaces.

6.1.4 Forms for exposed concrete surfaces shall be constructed with grade strips (the underside of which indicate top of pour) at horizontal constructions joints, unless the use of groove strips is specified on the drawings. The reset forms shall be tightened against the concrete so that the forms will not be spread and permit abrupt irregularities or loss of mortar. Supplementary form ties shall be used as necessary to hold the reset forms tight against the concrete.

6.1.5 For fair faced concrete, the position of through bolts will be restricted and generally as indicated on the drawings.

6.1.6 Plywood and steel plates used in the formwork for obtaining exposed surfaces shall be got approved from Engineer-in-charge on each use. However no forms will be allowed for reuse if it is doubtful to produce desired texture of exposed concrete.

6.1.7 Cement of only approved shade shall be used preferably of single lot to achieve integrity of texture.

6.2 Class of Surface Finish:-

6.2.1 For Beams & Slabs:

The finish shall be uniform, dense and smooth. no grout, no grain pattern, no crazing and no major blemishes shall be permitted. Abrupt irregularities not exceeding 3mm and gradual irregularities less than 5mm in 2m length only shall be permitted.

6.2.2 For Columns/Wall/Fins :

The finish shall be uniform and smooth leveling the surface of the compacted concrete shall be done with a screed board with power floating the surface and over that steel trowelling the surface under firm pressure characteristics of finish shall be brush marks < 3mm gradual irregularities less than 10mm in 2m.

6.3 Tolerance in Finished Concrete:-

The formwork shall be so made as to produce a finished concrete true to shape, lines, level, plumb and dimensions as shown in the drawings subject to the following tolerance unless otherwise specified in this specification or drawings.

6.4 WALL/COLUMN/FINS:

21.4.1 Variation from the plumb	± 6mm	Upto 3m height
21.4.2 Variation from the plumb of conspicuous liner	± 6mm	Upto 6m height
21.4.3 Variation in the size of wall openings	(+)15mm (-) 6mm	
21.4.4 Variation in parapet wall thickness		
(a) Upto 30cm thickness	± 6mm	

6.5 SLAB, BEAM & GIRDER FORMS:

21.5.1 Variation from the level or from the specified grid for beam soffit before removal of shores,

(a) In any 3m	± 6mm
(b) In any 6m	± 10mm

All the tolerances mentioned above shall apply to concrete dimensions only, and not to positioning of vertical steel or dowels. The tolerances given above are specified for local aberration in the finished concrete surface and should not be taken as tolerance for the entire structure taken as whole for the setting and alignment of formwork. Any error, within the above tolerance limits, or any other if noticed in any of the structure after part or portion stripping of forms, shall be corrected in the subsequent work to bring back the structure to its true line, level and alignment.

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

Sl. No.	Description of item	Unit	Qty	Rate	Amount
1.0	Preparation of landscape plan of AIIMS Rishikesh and supplying related detail drawing.	Sqm	131000.00		
2.0	Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared.	Sqm	70000.00		
3.0	Grassing with selection No. 1 grass including watering and maintenance of the lawn for 60 days or more till the grass forms a thick lawn, free from weeds and fit for mowing including supplying good earth, if needed (the grass and earth shall be paid for separately).				
3.1	In rows 5 cm apart in both directions	Sqm	18000.00		
4.0	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliages, 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 provided by the Department & lawn mover and brush cutter with fuel, other T & P material/articles shall be provided by the contractor.) and as per direction of officer in charge for 12 months.				
4.1	2 Permanent office accommodation. Per Sqm (as per yard stick 1Mali =1.25Acre)	Per Sqm/Per Month	16750.00		
4.2	Play grounds / Public parks Per Sqm (as per yard stick 1Mali =2.00Acre)	Per Sqm/Per Month	9850.00		
4.3	Open spaces(as per yard stick 1Mali =3.00Acre).	Per Sqm/Per Month	11350.00		
5.0	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 supplied by the department) and as per direction of officer in charge.				
5.1	Trees for 250 no/(up to 4 & up to 3 year Slow & Fast growing Per tree group)	Per Plant/Per Month	500.00		
6.0	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 Per Shrub the department) and as per direction of officer in charge.	Per Plant/Per Month	1000.00		

7.0	Maintenance of Potted Plants at Nursery in Earthen pot including resetting/ displaying at Nursery, including watering, weeding, hoeing, colouring, transplanting the damaged pots and disposal of generated garbage at specified place as per direction of officer-in-charge. (Good earth, manure, fertilizer, insecticide & pesticide shall be provided by the department) (Earthen pot 3000 Nos)	Per Pot/ Per Month	3000.00		
8.0	Providing & laying Selection no. 1 grass turf with earth 50mm to 60mm thickness on existing ground prepared with proper level and ramming with required tools wooden and than rolling the surface with light roller make the surface smoothen and light watering the same, as per direction of officer in charge	Sqm	3500.00		