

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION
(Statutory body under Ministry of Education, Government of India)
Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070

Phone:- 011-29581002-03 Website: www.aicte-india.org



REQUEST FOR PROPOSAL
for
Internal and External Painting and Polishing
Work
at AICTE Headquarter, New Delhi

RFP No. F. No. 101/AICTEHQ/EMC/R&P/2018-19/89

Dated: 27th April 2026

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

Nelson Mandela Marg, Vasant Kunj, New Delhi
Website : www.aicte-india.org

TENDER DOCUMENT

Tender for Internal and External Painting and Polishing work at AICTE HQ. Building

Tender Reference No.: F. No. 101/AICTEHQ/EMC/R&P/2018-19/89
Tender ID: 2026_AICTE_

LAST DATE & TIME

SALE OF TENDER DOCUMENT	: 7th May 2026 from 11:00AM
BID SUBMISSION START DATE	: 8th May 2026 from 11:00am
BID SUBMISSION END DATE	: 2nd June 2026 upto 15:00 Hours
TECHNICAL BID OPENING	: 5th June 2026 15:30 Hours
PRE-BID MEETING	: 18th May 2026 12:00 P.M.
TENDER DOCUMENT COST	: Nil

Tender Document may be downloaded from www.aicte-india.org (AICTE Web Site) or CPP Portal.

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

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Website : www.aicte-india.org

NOTICE INVITING TENDER

Sealed tenders are invited **Percentage Rate Tenders** on behalf of Member Secretary, AICTE New Delhi from approved & eligible contractors of CPWD

S No	Name of works & Tender Reference No	Estimates cost (Rs.)	EMD	Amount of EMD (Rs.)	Time for completion	Last date & time for submission of tender	Technical Bid opening date & time	Sale of tender document
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	Tender for Internal and External Painting and Polishing works at AICTE Main Building, Auditorium and Guest House. (Tender Reference No: F. No. 101/AICTEHQ/EMC/R&P/2018-19/89	Rs.1,24,40,071/-	5% of Estimated Amount	Rs.6,22,000/-	6 Months (Six Months)	2 nd June 2026 upto 15:00 hrs	5 th June 2026 at 15:30 hrs	7 th May 2026 from 11:00AM

Detailed specifications, terms and conditions are given in the tender document which can be downloaded from the official website of AICTE: www.aicte-india.org, for any query send mail to bms-emc@aicte-india.org, *tender documents fee would not be applicable if downloaded from AICTE website.*

Member Secretary, AICTE reserves the right to reject any or all tender without assigning any reasons(s) thereof.

Note: All subsequent corrigendum / amendments shall be published only on website and not in press. Hence participants are advised to always be in touch with our website until the tender / bid is finally opened.

Member Secretary, AICTE, New Delhi

NOTICE INVITING E-TENDER

Online Bids for Internal and External Painting and Polishing works at AICTE Campus

Online Percentage Rate Bids (two bid system) are invited on behalf of Member Secretary, AICTE, New Delhi from approved & eligible contractors/firm **registered in PWD, PSU, CPWD in Class II and above** for the work of Internal and External painting and Polishing work of Campus, Auditorium and Guest House at AICTE HQ, New Delhi. The estimated cost of work is **Rs. 1.24 Crore including GST as per CPWD Delhi DSR invited** through e-tendering portal, Central Public Procurement Portal (CPPP).

ELIGIBILITY CRITERIA

- 1) The bidder should have minimum **Five years** of experience as on last day of the month previous to the one in which applications are invited in similar nature of works i.e. Civil construction works, Painting, Renovation, Water proofing and related works.
- 2) The tenders shall be considered in technical evaluation of only those contractors, who can produce completion Certificates issued by appropriate authority not below the rank of Executive Engineer of concerned department to the satisfaction of the Competent Authority of AICTE regarding satisfactory completion of similar works of specified Amount mentioned below during the last 5 years, **similar works means the works of "Painting including Renovation & finishing, interiors & exterior works of building."**

One similar work	not less than 80% of Estimated cost.
Two similar works	not less than 60% of Estimated cost
Three similar works	not less than 40% of Estimated cost.

3) The bidder should upload self attested copies of following documents:-

- I. Copy of Valid Contractor Licence issued by CPWD, PWD or any other Central/State Government organization in Class II and above.
- II. Original Earnest Money Deposit (EMD) of amount **Rs. 6,22,000/-** Banker's certificate- from any Commercial Bank in form of Banker Cheque/ Demand Draft/ Fixed Deposit Receipt in favour of "Member Secretary, AICTE" payable at New Delhi.
- III. PAN CARD of the Proprietor/Partner/Company.
- IV. ESIC and EPF Registration Employer certificate with last 3 Months Returns including ECR Challans.
- V. Copy of GST Registration Certificate.
- VI. Copy of proof of submitted GST Returns of Last 6 Months.
- VII. Turnover certificate and Income tax return for the last Three Years with Profit and Loss Balance Sheet audited by certified CA. The Minimum Turnover of the bidder should be equal to 50% estimated cost of work.
- VIII. Documentary proof mentioning the work experience of bidder as per similar work clause mentioned in NIT.
- IX. Work completion Certificates issue by competent authority from previous organization.
- X. Signed copy of Integrity Pact.
- XI. Non blacklisting declaration. (On letter head)
- XII. Declaration regarding No ongoing police case/ vigilance inquiry. (On letter head)
- XIII. Complete firm/company details including Mobile No, E-Mail ID and Correspondence Address with Bank Details/Cancelled Cheque. (on letter head)

- 4) BIDDER SHOULD HAVE A SOLVENCY OF RUPEES 50 LACS
- 5) Detailed specifications, Terms and Conditions are given in the e-tender document which can be obtained from AICTE web site www.aicte-india.org ; **CPPP** The tender fee would not be applicable in case the tender documents are downloaded from AICTE website.
- 6) The tender documents / forms are not transferable.
- 7) Offers should be submitted along with EMD of amount Rs.6,22,000/- in the form of Banker Cheque/ Demand Draft/ Fixed Deposit Receipt in favour of “Member Secretary, AICTE” payable at New Delhi.
- 8) The agencies/firms registered under MSME and NSIC shall not be exempted from submission of EMD, experience and Turnover Criteria as mentioned in NIT.
- 9) **Schedule dates for Tender :**
 - 1 Tender documents for Work **Internal and External Painting and Polishing works at AICTE, Auditorium and Guest House at AICTE HQ** can be downloaded from e-tendering portal CPPP 7th May 2026.
 - 2 Last Date for online submission of Painting works under two bid system offers up to 15:00 hrs. on 2nd June 2026.
 - 3 Pre-bid meeting: A pre-bid meeting will be held on 18th May 2026 at 12:00PM. Interested bidders may attend for queries.
 4. Opening of online Technical bid at 15:30 hours on 5th June 2026.

Note : All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to be in touch with our said website until the tender is finally submitted.

Member Secretary (AICTE)

GENERAL TERMS AND CONDITIONS IN RESPECT OF TENDERS

"Online e-Bid for Internal / External Painting and Polishing works at AICTE, Auditorium and Guest House at AICTE HQ Building ."

1. GENERAL:

The bidders expected to examine all instructions, forms, terms and conditions and specifications in the tender document. Failure to upload complete information as required with reference to the tender document shall result in rejection of the bid.

- The bidder should upload documents to undertake such work should furnish details on
- (a) Work experience,
 - (b) Past performance,
 - (c) Previous work orders (Copy of work order to central government organization),
 - (d) Address of authorized personnel of the organization for which the work has been executed
 - (e) Amount of EMD @ 5% of estimated amount (Rs.6,22,000/-)

Preferably should have engaged in **Internal / External Painting and Polishing works of Main Building, Auditorium and Guest House at AICTE HQ Building**. Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070. The eligibility / awarding of order of the tenderer will be based on the above mentioned criteria. Submission of e-tender without any of the above such documents are liable for rejection. A check list to avoid rejection of the tender should be compulsorily submitted along with price bid (in prescribed format).

The Online Tenders for Technical Evaluation will be opened on 5th June 2026 3:30 PM in the presence of the tenderers if interested and opening of Financial bid will intimated latter on,. The tender documents can be downloaded from www.aicte-india.org or [CPP Portal](#).

GENERAL INFORMATION TO TENDERERS

1. The contractor shall make all provisions for safety of his staff, labour and materials including insurance for fire and accidents. An indemnity bond in the form appended shall be submitted indicating clearly that the Principal Employers are free from such responsibility and encumbrances.
2. No sub-letting and sub-contracting of work in any form is allowed. If found will leads to cancellation of contract or forfeit of EMD/PG.
3. Quality of work and quantities shall be notified to the Principal Employer (AICTE) whose technical personnel or of consultant will certify the work. Any defect or shortcoming in the work shall be made good by the contractor to fulfill satisfaction of the Principal Employer.
4. Working hours of the Council are normally from 9.00 AM to 5.30 PM on Monday to Friday in week. If the contractor wishes to deploy his workmen beyond working hours and on holidays, prior permission of the Principal Employer shall be taken.
5. The time allotted for completing the work is Six Months from the date of award of Work otherwise 1% penalty per week up to a maximum of 10% shall be imposed on gross amount of bill.
6. The time for completing the work may be extended at the direction of "Member Secretary" in case of hindrance observed due to Council office, NGT GRAP orders or Specific Govt order to stop the work as the case may be. In this regard the contractor has to maintain a hindrance register which shall have to certify by Principal Employer or their authorized personnel.
7. The Contractor has to notify these hindrance to Principal Employer through hindrance register as per site condition time to time otherwise No Extension of Time shall be granted.
8. The contractor shall be responsible for warranty of period of 5 year for work done. The contractor should rectify the defect during 5 years period after completion without claiming any extra bill or amount.
9. The Contractor shall normally have to make his own arrangement for storing/deploying the materials, manpower, water etc. required for the works.

2. TENDER FORM :

Online e-tenders are invited for Quantity and Price bid in online covers duly superscripted with tender number, Tender Reference No, name of the item and from experienced licensed civil contractors for “**Tender for Internal & External Painting and Polishing works of Auditorium and Guest House at AICTE HQ Building**”

Details of Technical & Financial Bids is as mentioned below.

I) Technical Bid

Earnest Money Deposit @ 5%- (Five Percent) of estimated amount (Rs. 6,22,000/-) in the form of **Banker Cheque/DD/FDR** in favour of “**Member Secretary, AICTE, New Delhi**”, payable at New Delhi along with the authentic copies of following documents shall be uploaded in CPPP Portal envelop as '**Technical Bid**'.

1. Copy of Valid Contractor Licence of firm, establishment, company registered in **CPWD, PWD** and Public Sector Undertaking (PSU) or any other Central/State Government organization / PSU.
2. PAN CARD of the Proprietor/Partner/Company.
3. ESIC and EPF Registration Employer certificate with last 3 Months Returns including ECR Challans.
4. Copy of GST Registration Certificate.
5. Copy of proof of submitted GST Returns of Last 3 years.
6. Turnover certificate and Income tax return for the last Three Years with Profit and Loss Balance Sheet audited by certified CA. The Minimum Turnover of the bidder should be equal to 50% eestimated cost of work.
7. Documentary proof mentioning the work experience of bidder as per similar work clause mentioned in NIT.
8. Work completion Certificates issued by competent authority from organizations where work has been completed.
9. Signed copy of Integrity Pact.
10. Non blacklisting declaration. (On letter head)
11. Declaration regarding No ongoing police case/ vigilance inquiry. (On letter head)
12. Complete firm/company details including Mobile No, E-Mail ID and Correspondence Address with Bank Details/Cancelled Cheque. (on letter head)

II) Envelop -2 : (Financial Bid)

Price bid should be submit in the given format (xlsx format) in CPP Portal. The bidder shall indicate in the priced schedule **as prescribed in XLSX**, the complete filled up percentage rate on DSR 2023 mentioned in the Financial Bid without any omission.

3. EARNEST MONEY DEPOSIT (E.M.D) :

1. The bidder shall furnish, as part of his bid an EMD @ **5% of estimated amount (Rs.6,22,000/-)** in the form **Banker Cheque/DD/FDR** issued by any Nationalised Commercial Bank, in favor of "**Member Secretary, AICTE**" payable at **New Delhi**. No interest shall be payable by AICTE on this amount.
2. EMD DD shall be submitted in original before opening of Technical Bid at AICTE HQ.
3. Unsuccessful bidder's EMD will be returned after opening of tender or acceptance of

successful bidder.

4. The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the Performance Guarantee (PG) 5% of contract value.
5. Scanned copy of EMD shall be uploaded on portal.

i) **The EMD shall be forfeited :**

- a) If the bidder withdraws his bid or make any modification in the terms and conditions of the tender which is not acceptable to AICTE during the period of bid validity specified by in Notice inviting Tender;
OR
 - b) In case of a successful bidder, if the bidder fails to sign the contract and/or to furnish Performance Guarantee.
- ii) In case of forfeiture of EMD, the bidder shall not be allowed to participate in the re-tendering process of the work or may be blacklisted from participation in tender of AICTE in future.

5. **PERFORMANCE GUARANTEE (PG)**

- i. To ensure due performance of the contract, Performance Guarantee shall be obtained from the successful bidder.
- ii. The PG shall be 5% of contract amount will have to submit by Successful bidder in the form of Banker Cheque/DD/FDR in favour of “Member Secretary, AICTE, New Delhi” payable at New Delhi within 20 Days of opening of Financial Bid.
- iii. PG shall remain valid for a minimum period of Sixty days beyond the date of completion of all contractual obligations as per General Conditions of Contract.

6. **SECURITY DEPOSIT (SD)**

- i. The Security deposit of 5% shall be deducted from each running bill as well as final bill.
- ii. The Security Deposit shall remain with AICTE for entire defect liability period of 5 years after date of successful completion of the work subject to adjustment of any claim of AICTE arising out of terms and condition.
- iii. The deducted security deposit shall be refunded @ 20% of deducted Security Deposit at the end of each year up to 5 year in lieu of warranty of work done by the contractor. The 1st release of Security Deposit shall be refunded after one year of completion of the work and then so on.
- iv. During defect liability (DLP) period of 5 years, the contractor shall have to rectify the defect arising during DLP without claiming extra amount.
- v. If the contractor fails to rectify defects during defect liability period, the security deposit shall be forfeited.
- vi. No interest shall be payable on the security deposit.

7. **PERIOD OF VALIDITY OF BIDS:**

- i) Bids shall remain valid for a period of **90 days** after receipt of bids by AICTE . Bid valid for a shorter period shall be rejected by the AICTE as non responsive.
- ii) **In exceptional circumstances AICTE may solicit the bidders consent to an extension of the period of validity. The request and the response there to shall be**

made in writing. The EMD provided shall also be suitably extended.

- iii) The contractor shall not be permitted to tender for works in AICTE responsible for award and execution of contracts in which his near relative is posted as assistant/Account Officer or as an officer in any capacity. He shall also intimate the name of persons who are subsequently employed by him and who are near relatives to any officer in AICTE. Any breach of this condition by the contractor would render him liable to be debarred.
- iv) No Engineer or other Officer employed in Engineering or Administrative Duties in an EMC Cell/AICTE is allowed to work as a contractor for a period of two years after his retirement from Govt. service, AICTE without the prior permission of the Competent Authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Competent Authority as aforesaid before submission of the tender or engagement in the contractor's service.

8. Pre-Bid Meeting

In order to clear any doubt about the scope of work, material required for repair & painting purpose a Pre-Bid meeting with intending tenders will be held on **18th May 2026 at 12.00 PM** at Arayabhatt Meeting Room, Wing-4, Ground Floor, AICTE Hqr. Nelson Mandela Marg, New Delhi – 110070.

7. AICTE's RIGHT TO ACCEPT OR REJECT ANY BID :

AICTE reserves the right to accept or reject any or all bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for AICTE 's action.

7. SIGNING OF CONTRACT :

- i) At the same time as the **AICTE** notifies the successful bidder that his bid has been accepted, AICTE will send the bidder the contract form **“Annexure-B”**, draft of which is provided in the tender document incorporating all agreements between the parties.
- ii) Within 10 days (or within the period if and as extended by AICTE of receipt of the contract form, the successful bidder shall sign and date the contract on non-judicial stamp paper of **Rs.100/-** or amount requisite denomination and return it to AICTE .
- iii) Contractor shall submit all self attested documents as uploaded in E-Tendering Portal during submission of Bid.
- iv) As a part of contract, the contractor shall submit the signed copy of **General Conditions of Contract 2023 Maintenance Works** published by CPWD.
- v) Cost incurred in this connection shall be borne by the contractor.

9. CONTRACT AMENDMENTS

Terms and conditions of the contract may be modified by the AICTE without effecting the basic nature of contract. All the condition as per the tender documents will also be applicable. No variation in/or modification of the performance of the contract shall be made except by written amendment signed by the parties.

10. TIME OF COMPLETION

The contractor is required to complete all the items mentioned in Schedule BOQ in a duration of **6 (six)** months from the date of issue of work order.

11. TERMS OF PAYMENTS

A) Payment

1. The payment shall be made on actual work executed as per the approved rates based on actual measurement.
2. Running payments shall be admissible based on actual work done/measurement item done at site and verified by the Engineer.
3. No running payment shall be made, if contractor fails to compliance's of ESIC and EPFO, in lieu of this the contractor shall have to submit the paid Challans of ESIC and EPFO including payment made to his staff and deployed labour.
4. No payment shall be released, if labour payment timely and also received any such complaint from the labour and deployed staff at site.
5. The running payment shall be released only for running bill of Gross Amount of 20 Lacs or above. So contractor shall have to maintain their finance as per site expenses. No plea or appeal shall be entertained in this regards.
6. The contractor shall submit his/her monthly bills in triplicate to the site in-charge, who after due verification, scrutiny, recommendation and processing, will forward the same to Finance Bureau for further necessary action. The payment shall be released after necessary deductions as per the Govt rules. The payment amount will be released through e-payment system only in the bank account of the contractor.

B) TERMS FOR PAYMENT:

1. Payment of bills, which are ready in all respects, shall be made within 3 weeks of receipt of bill at AICTE.
2. Any clarification/correction/modification, if required, in the bill will be sought from the contractor/ supplier/ service provider within 1-2 working days from the date of submission of bills in AICTE and same shall be re-submitted after making required corrections, to AICTE within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at AICTE will be the date on which the corrected bill, ready in all respects, is resubmitted by the vendor in AICTE.
3. In case of any disagreement between AICTE and the contractor/supplier/service provider on any part of the bill, such part may be severed from the rest. Payment against mutually agreed and admissible part can be processed as per laid down procedure, while the disputed part can be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration as mentioned in the tender.

12. CORRUPT OR FRAUDULENT PRACTICES

AICTE requires that the campus as well as bidder/contractors under this contract observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, AICTE will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract

in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the AICTE contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the AICTE contract.

13. ARBITRATION:

In case the bidder is Govt. Dept/Public Sector Undertaking , Settlement of dispute will be followed as per the following clause

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018. In case the bidder is not a Govt. department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:

- i. In case the bidder is not a Govt. department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:
- ii. “Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the beach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Member Secretary AICTE. The Arbitration Act 1996 shall be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator. The seat of arbitration shall be New Delhi

14. JURISDICTION CLAUSE: The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

15. RIGHT TO MODIFY :

AICTE reserves the right to modify any of the terms and conditions of the tender/contract.

16. MANNER OF PERFORMANCE

It is specifically agreed and understood between the parties that this contract creates a principal to principal relationships between the contractor and AICTE and that the contractor shall not be treated as Supervisor or Agent of AICTE. AICTE shall not be liable for any deeds, offenses or misconduct committed by the contractor or any of his employees or any promises made by the contractor to any of his employees.

17. KNOWLEDGE OF ALL INFORMATION RELATED TO THE WORKS.

The bidder must gain knowledge himself & it is his own responsibility, at his own expense to take all the information which may be necessary for the purpose of making a tender and for entering into a contract. He must examine the Drawings as well as inspection of site and acquaint himself with all local conditions, means of access to the work, nature of the work, working condition including stacking of materials, and movement of labour etc.

required for satisfactory execution of work. In no case for execution of work AICTE facility shall be closed at our end. No claim whatsoever on such account shall be entertained by Employer in any circumstances.

Requirement of Technical Representative.

S No	Requirement of Technical Staff		Designation of Technical Staff	Rate at which recovery shall be made in case of Non Compliance of the this Clause	
	Qualification	Minimum Experience Required		Figure	Word
1	Graduate Engineer or Diploma Engineer	3 or 5 years Respectively	Project cum Planning Engineer/ Site/ Billing/ Quality Engineer	Rs. 30000/-	Rupees Thirty Thousand Only

18. STATUTORY OBLIGATIONS OF CONTRACTOR

- a) Contractor shall be responsible for various statutory obligations under the various Labour Laws.
- b) It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract.
 - i) Workmen Compensation Act.
 - ii) Employment of Labour/ Contract Labour Act.
 - iii) Industrial Employment Act.
 - iv) Contract Labour Abolition and Regulation Act, 1970.
 - v) Minimum Wages Act.
 - vi) Employee Provident Fund & ESI Act.
 - vii) Any other Act or Legislation which may govern the nature of the contract.

19. FORCE MAJEURE:

If the performance of any party to the contract is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence.

20. Increase /Decrease in Work :

The AICTE reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these changed orders. The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents.

21. Cleaning of Site :

The Contractor shall properly clean the Site as the work progresses and shall remove all rubbish and debris from the Site from time to time as necessary and as directed by the Engineer-in-Chief / Site In-charge. On completion, the Contractor shall ensure that the premises and/or Site are cleaned, surplus materials, debris, sheds etc. removed, areas under floor cleared of rubbish, gutters, drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed over to the Site in-charge so that the whole is left fit for immediate occupation or use and to the satisfaction of the Engineer-in-Chief / Site-In-charge. If the cleanliness of the Site is not completed to the satisfaction of the Engineer-in-Chief / Site-In-charge, the same shall be got done from a specialist housekeeping agency and the cost would be recovered from the Contractor.

22. Insurance against accident or injury to Workers:

The Contractor shall be responsible for the safety of Contractor's property, materials, all employees or workmen engaged by them or their Sub Contractors in connection with the Work and shall forthwith report to the Engineer-in-Chief / Site-In-charge any incidence of accidents causing damage to property or injury to personnel, however and wherever caused in the Works, and shall make adequate arrangement for rendering all possible aid to the victims of such accident. Contractor shall be obliged to pay any compensation to the employees or workmen employed by the Contractor in the execution of the Work, in accordance with the Workmen's Compensation Act or any other Statute as may be applicable. The Contractor shall continue such insurance during the whole of the time till such workmen are employed by them.

Safety, Health and Environment (SHE)

Safety

- 1.0 Establish and maintain effective standards for safety of employees & workers, assets and provideadequate control of the safety, health, pollution risk arising from work activities.
- 2.0 AICTE shall undertake surprise Inspection of equipment, temporary structures like platform/scaffold etc. and review safety preparedness from time to time
- 3.0 In case of an accident causing minor injury, first-aid shall be administered and the injured worker shall be immediately transferred to a hospital or other place for medical treatment.
- 4.0 Contractor will be responsible for the compensation for worker in case of any accident, injury and death.
- 5.0 The contractor shall provide required Personal Protective Equipment's (PPE) to workmen to protect against safety and health hazards. Primarily PPEs are required for the following protection:
 - 5.1 Head Protection (Safety helmets)
 - 5.2 Foot Protection (Safety footwear, Gumboot, etc.)
 - 5.3 Body protection (High visibility clothing (waistcoat/jacket), Apron, etc.)

- 5.4 Personal fall protection (Full body harness, Rope-grab fall arrester, etc.)
 - 5.5 Eye Protection (Goggles, Welders glasses, etc.)
 - 5.6 Hand Protection (Gloves, Finger coats, etc.)- Electrical hand gloves, acid/ chemical handling hand gloves.
 - 5.7 Respiratory Protection, (Nose mask, SCBAs, etc.)
 - 5.8 Hearing Protection (Ear plugs, Ear muffs, etc.)
- 6.0 The contractor shall provide safety helmet, safety shoe and high visibility clothing for all employees including workmen and other employees who are engaged for any work under this contract.

Health

- 7.0 Consumption of alcoholic drink and banned drugs by any work man/ woman at worksite is strictly prohibited and this is punishable as per Government regulations. . The contractor shall ensure the same.
- 8.0 Smoking at public worksites by any employee is also prohibited as per Govt. regulations.
- 9.0 Contractor shall not be employed child or person below the age of 14 years. Child Labour is strictly prohibited at site and it is punishable under the Govt. rules.
- 10.0 The contractor shall provide all medical help, investigation and treatment to the workers involved in the painting and polishing work.

Environment

- 11.0 Contractor's transport vehicles and other equipment shall conform to emission standards fixed by Statutory Agencies of Government of India or the State Government from time to time. The Contractor shall carry out periodical checks and undertake remedial measures including replacement, if required, so as to operate within permissible norms.
- 12.0 The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- 13.0 The Contractor shall ensure that all the trucks or vehicles of any kind which are used for painting purpose/or are carrying painting/polishing material like paint, PoP etc. and other allied material are fully covered.
- 14.0 The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that en route their destination, the dust, sand or any other particles are not released in air/contaminate air.
- 15.0 All removal works be carried out in a controlled manner under the management of experienced and competent supervision.
- 16.0 Unused/surplus cables, scrap, all wooden scrap, empty drums and other combustible material shall be stored to identified locations(s).
- 17.0 Empty bags and other packaging material shall be properly stacked to identified location.
- 18.0 The contractor shall ensure that waste material is transported to the dumping waste site only and due record shall be maintained by the contractor.

Special terms and conditions

1. **Scope of work** (Scope of work consists of:)
 1. External painting in AICTE HQ. Building, comprising of Two Basement, Auditorium, Guest House. While execution of External painting work on boundary and building walls, proper cleaning shall be done and algae or fungus should be removed properly before application of paint on surface.
 2. Internal painting of walls of common corridor areas of the building with Premium Acrylic Smooth Paint with silicone adhesive, Oil Bound Distemper in basement as per the direction of Engineer-In-Charge. If any defects arise after completion of work, defects shall be rectified by contractor during defect liability period.
 3. Polishing with melamine and Ready made Polish of wooden furniture in AICTE HQ on the existing officer's wooden furniture i.e
 1. Meeting/conference table (different sizes) =13 Nos
 2. Officer's Table= 56 Nos
 3. Wooden Chairs = 216 Nos
 4. Canteen & Library Table= 62 Nos
 5. Library Wooden Book Racks= 24 Nos
 6. Wooden Almirah= 37 Nos
 7. Wooden File Storage= 16 Nos
 8. Wooden Doors & Frames = 292 Nos (Main Building, Guest House and Auditorium).
 9. Wooden furniture in the guest house, if required.
 4. Maximum height of building from Ground level is approx 17 m for Office Block (G+3 Floors) and 17 m for Guest House (G+3 Floors).
 5. Make of various materials to be used by contractor will be according to the list of approved makes as given. No other makes will be used by the contractor.
 6. Contractor will first submit the shade cards of relevant make of paint to AICTE for approval of colour before procuring the paint in bulk.
 7. No mixing will be allowed with pigment or stain to achieve a particular colour. Contractor will procure direct colour paint of approved shade and apply directly.

8. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
9. Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
10. No extra measurement factor will be applied for measurement of paint done on sand faced and rough cast plaster. Contractor will be paid on the basis of plain elevation area. Contractor, if he so desires can visit the site and see the actual surfaces of walls before quoting.
11. Contractor will arrange proper ladders, scaffolding and jhoolas (for painting at higher levels) at his own cost and will take all safety measures like safety belts, extra labour to hold ladders/Jhoolas etc.
12. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by AICTE Officials and in such cases, contractor will be solely responsible for delay and its consequences thereof.
13. Contractor shall provide manufacturer's Material Testing Certificate (MTC) for the material supplied at site and the contractor will bring paint material at site in bulk quantity in 3-4 lots as per theoretical requirement based on CPWD analysis. In case material used are less than theoretical requirements (-5%), the cost of material used less shall be recovered from the contractor at basic rate as given in latest Delhi Schedule of Rate plus carriage plus 1% W.C. plus 15% CP & OH. For excess use of material over the theoretical consumption, no extra payment shall be made to the contractor. AICTE decision in this regard, shall be final and binding.
14. Detailed technical specification for painting work with respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.
15. There should be adequate time gaps (4-6 hours) between two coats of paint to ensure drying of first coat of paint.
16. The approved quality, make & shade of paint shall be maintained by the Contractor throughout the work. The covering capacity ratio with respect to quantity of paint should be strictly adhered to by the Contractor as per specification. Actual consumption versus theoretical consumption shall be submitted with each bill (Running and/or final)
17. For any lapse / deficiency in this regard, a suitable deduction shall be made from the contractor's bill.
18. All the dismantled items excluding malba/ debris will be deposited with AICTE.

2. **Time for completion of contract, extension thereof, defaults and compensation for delay.**

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/work order.

Immediately after the contract is executed and the work order is issued, the Engineer In-charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/PERT CPM techniques on the basis of a Painting schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/work order.

2.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, AICTE shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

2.2 **Compensation for delay.**

If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract of extended date of completion, he shall without prejudice to any other right or remedy available under the law to AICTE on account of such breach, pay as compensation (Liquidated Damages) @ One percent (1%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall be limited to 10 (ten) percent of the total value as shown in the contract.

2.3 **Extension of date of completion:** on occurrences of any events causing delay as stated here- under, the contractor shall intimate immediately in writing to the Engineer In-charge.

3. **Quality Assurance – Materials and Workmanship**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the specifications, instructions of the Engineer In-charge. The Engineer In-charge may issue, from time to time, further detailed instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary.

3.1 All the materials required to be tested as per provisions of the relevant I.S. Codes. The cost of testing of material shall be borne by Contractor. The acceptance Criteria shall be in the following:

1. C.P.W.D. specification 2019 Vol-I and Vol-II for execution of work with correction slips up to last date of receipt of tender.
2. I.S. Codes.

3. Manufacturer Specification.
4. Contractor will have to be purchased the material directly from OEM (Original Equipment Manufacturer)/ Company without intermediate dealer to prevent duplicasy of material. AICTE has full right to verify material through QR Scan code provided on packing or from Original Company or other methods of testing as per manufacturer specifications to prevent application of duplicate material at AICTE. If it is found that duplicate material used at site, strict action shall be taken again contractor.
- 3.1 The contractor shall immediately after the award of work, draw up a schedule giving dates for submission of samples of painting materials as required or necessary as per the specification for approval of Engineer In- charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or the work of any of the sub-contractor.
- 3.3 AICTE through the Engineer In- charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him or contractor. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer – In- charge.

In case of default on the part of the contractor, the Engineer – In- charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement / rectification shall be borne by the contractor. Liability on this account will be limited to the amount of performance guaranty.
- 3.4 **Access to the work** : The Engineer – In- charge and any person authorized by AICTE shall at all times have access to the works and to all locations and places where work is being prepared or from where materials, manufactured articles are being obtained for the work and the contractor shall provided every facility for and every assistance in or in obtaining the right to such access.
- 3.5 **Inspection of works** : The authorized representative from AICTE may at any time visit the works underway and issue necessary instructions, the contractor or his authorized representative/ supervisor shall be present at the site of work for receiving the instructions/remarks from AICTE representative and to comply with it.
- 3.6 **Final Inspection of works** : The Engineer In-charge and any other officer nominated by AICTE for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer In- charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance.

- 3.7 **Defects appearing after acceptance** : Any defect which may appear within the defect liability period and arising, in the opinion of the Engineer In-charge, from lack of conformance with the specifications, shall if so required by the Engineer In-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer In-charge. If the contractor fails to comply, the Engineer In-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor including performance security.
- 3.8 **Site Order Book** : A site order book shall be maintained in the form of Register duly certified by the Engineer In-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/work order and the aforesaid certificate should be recorded on its first page.
- 3.9 **Storage of Materials** : Proper storage of materials is entirely the responsibility of contractor, and the materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer In-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.
- 3.10 **Defective Materials** : All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

4. **Measurement and Payments**

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and CPWD, if not covered by the above other relevant Standards/practices shall be followed as per instructions of the Engineer In-charge.

- 4.1 Measurement shall be taken jointly by the Engineer In-charge or his authorised representative and by the contractor or his authorised representative.
- 4.2 Before taking measurements of any work, the Engineer In-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurement, a note to that effect shall be made in the Measurement Book and signed and dated by both the parties.
- 4.3 The measurement of the portion of work/items of work objected to, shall be remeasured by the Engineer In-charge himself or the authority nominated by AICTE competent authority for the purpose in the presence of the contractor or his authorised representative and recorded in the M.B which shall be signed and dated by the both the parties. Measurement so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorised representative does not attend to the joint measurement at the prefixed date and time after due notice, the measurements taken by the Engineer In-charge or his representative shall be final and binding on the contractor.

4.4 **Payments :** The running account payments may be made once in a two month or at intervals stipulated in the work order / contract agreement and against the completed works or portions of work.

4.5 AICTE reserves the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such over payment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payments shall be recovered from subsequent bills under the contract.

4.6 Income tax deduction as applicable for gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.

GST or other taxes on works contract shall be payable by the contractors. If, however, AICTE is asked to make deduction from the contractors bills the same be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and AICTE does not take any responsibility to do anything further in this regard.

4.7 No interest shall be payable on the amounts withheld, under the terms of the contract agreement/work – order.

5. **Termination, Cancellation, Suspension of Contract.**

AICTE shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor :-

1. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In-charge, then on the expiry of the period as specified in the notice.
2. Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In-charge.

6. **Defect Liability Period**

1. The amount towards the defect liability will be deducted & retained from the payment @ 5 % of value of work done, till the sum along with the sum already deposited as earnest money amounts to defect liability @5% of the tendered work. The same shall be refunded to the Contractor on completion of the defect liability period which shall

be 5 Years from the date of issuance of completion certificate/virtual completion of the works for External and Internal painting and Polishing work.

2. During Defect Liability Period of 5 years, if any defect in on the wall in paint shall be seen, the Contractor shall be responsible for removal of defects to the satisfaction of AICTE, failing which action as deemed fit including forfeiture of security deposit/defect liability period amount shall be contemplated by AICTE at its sole discretion.

7. Technical Specifications of materials & workmanship

All workmanship, material and items of work shall conform to relevant BIS standards and description of CPWD specifications items of the tender document (BOQ).

The work shall be carried out as per CPWD specification with up to date correction slips and as per the direction of the Engineering-in-charge.

After awarding of work order 20 days allowed for arrangement of the materials at site.

8. EVALUATION OF BIDS :

The bids will be evaluated on the parameters fixed for eligibility criteria and the bids of such bidders who do not fulfill the eligibility criteria as mentioned in the Special Terms & Conditions for E-Tender will not be considered for opening of the Financial Bid.

- 8.1. Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender both technically and commercially.
- 8.2. The bidder must have the work experience for executing similar type / nature of work during the last Five Years preferably for public sector undertaking / Government establishment or reputed private establishment. Proof of the satisfactory performance from the previous employer to be provided.
- 8.3. AICTE reserves the right to accept any tender or reject any tender or all tenders without assigning any reason whatsoever.
- 8.4. The technical assessment of the bid will be carried out by a Committee which would involve past experience documents / credible balance sheet of the firm. The Committee shall have the right to qualify / disqualify the bids as per its / their analysis.
- 8.5. The evaluation of the offers shall be made as package carrying all the items based on the unit rates quoted for the approximate quantities as per Financial Bid. The Financial bid evaluation of the L-1 bidder shall be determined based on the unit rates of all the items.
- 8.6. The lowest 'Acceptable' tender shall be considered further for conclusion of contract.

9. TERMINATION OF THE CONTRACT:

In the event, Contractor fails to execute the work with due diligence or expeditiously or shall refuse or neglect to comply with any orders/ instructions given to him in writing within the scope of the work order or shall contravene the provisions of the work order, AICTE may give notice to the Contractor in writing, calling him to make good the failure within such time which may be deemed reasonable, but not exceeding 30 days & in default, AICTE without prejudice to its right under the work order, may rescind or cancel the work order, holding the Contractor liable for damages and AICTE shall have the option and be at liberty to get the balance/unexecuted work done through some other agency at the risk and cost of the Contractor. The cost so incurred along with damages as decided by the AICTE, shall be recoverable from the dues payable to the Contractor for the work executed under the

work order or any other of his dues payable by AICTE.

10. TERMINATION FOR INSOLVENCY:

AICTE may at any time terminate the works order by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AICTE.

LIST OF APPROVED MANUFACTURERS

Approved makes of material are listed below. In case it is established that the brands specified below are not available in the market, the Contractor shall submit alternative proposal for the approval of AICTE/Site-in-Charge.

S No	Materials	Approved Make/Brand
1.	Poly-Sulphide Sealant	Pidilite, Tuffseal, Choksey/DURABUILD, MAKPHALT
2.	Damp Proof Material	Fosroc, Impermo, DuraBuild, Acco-Proof, CHOKSEY
3.	Admixture	Fosroc, MCCCHOKSEY, BASF,CICO/ Dura Build,
4.	White Cement	J.K. White, Birla White
5.	Water Proofing Compound	Tapecrete, CICO, Dura Build, Accoproof, Impermo (By Snowcem India Ltd.), Pidilite, CHOKSEY, Fosroc, MAKPHALT, SIKA, Dr. Fixit.
6.	Cement	ACC, Birla, Ultratech, Ambuja, J.K, Shree Cement, Lafarge cement
7.	Wire Mesh	Sterling Enterprises, Trimurty Welded Mesh
8.	Adhesive	Pidilite, Dura Build, CHOKSEY, Asian Paint, Dunlop, Vam Organic,
9.	Polyester Powder Coating Shades	Nerolac, Berger, J&N
10.	Structural Silicone	Dow Corning/Wacker
11.	Adhesive Tape	Norton, 3Mavery Denisson
12.	Wall Putty	Birla White, J.K White, Berger, Acro, Asian Paint, Home Pride
13.	Acrylic Emulsion Paint	ASIAN Paints, ICI, NEROLAC, BERGER, SHALIMAR
14.	Luxury Emulsion Paint	Berger-Silk, Asian-Royal, ICI-Velvet, Nerolac-Impression
15.	Synthetic Enamel Paint	Berger, Nerolac, Asian Paints, ICI India Ltd.,
16.	Plastic Emulsion Paint	Berger, Nerolac, ICI India Ltd., Asian Paint
17.	Paint–Acrylic Emulsion (Exterior)	Asian Paints, Akzo Nobel (Dulux), Berger
18.	Paint–Texture Paints (Exterior)	Oikos, Asian (Novacolour), Ultratech, Armourcoat, Dulux
19.	Smooth Exterior paint	Asian (Apex), Berger (Wheather Coat), Nerolac, ICI India Ltd.
20.	Premium Exterior Paint with Silicon Additives, Velvet touch pearl finish pain	Asian (Apex-Ultima), Berger (All Guard) or equivalent model/series of Nerolac, ICI India LTd.
21.	Wood Polish	Asian, MRF, ICA, Monocoat, Jotun, Nerolac, Sirca, Jivanjor, ICI Dulux
22.	PU Polish for wood work	ICI Dulux, MRF, Asian, Berger, JOTUN, Nerolac, ICA, Sirca
23.	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM, BHARAT PETROLEUM
24.	NON METALIC SURFACE HARDENER	MC DERITOP F.H, ARMSTRONG, NITOFLOHARDTOP,FOSROC, SIKAFLOHRR®-2 SYNLTOP, IRONITE COMPANY OF INDIA LTD.
25.	WATER PROOFING CEMENT PAINT	AISAN, SUPPER SNOWCEM
26.	OIL BOUND DISTEMPER	M/S ASIAN PAINTS LTD. (TRACTOR / PROFESSIONAL ACRYLIC DISTEMPER)., M/S SHALIMAR PAINTS LTD.

		(No.1 PREMIUM ACRYLIC DISTEMPER), M/S ICI INDIA LTD. AKZONOBEL (MAXILITE ACRYLIC DISTEMPER).
27.	CEMENT PRIMER	I) M/S ASIAN PAINTS LTD II) M/S SHALINMAR PAINT LTD III) M/S ICI INDIA LTD AKZONOBLE
28.	APP WATER PROFFOING TREATMENT	TORCHTAR, APEX, PIDILITE, ASIAN PAINT, IWL INDIA LTD., MARKPHALT, STP Ltd. SIKA
29.	STONE CLADDING CLAMPS	AXEL, ADITYA
30.	REPAIR /REHABILITATION CHEMICALS	PIDILITE, CHOKSESY, FOSROC, CICO, ASIAN PAINT SMART CARE, SIKA.
31.	POP (PLASTER OF PARIS)	J.K. LAXMI, SRIRAM NIRMAN, SAKARNI, TRIMURTI

Note: The Contractor shall provide samples of materials before undertaking the work for the approval of the AICTE.

1. Samples of all materials and other articles required for use on the work shall be got approved before the starting of work. The articles classified as first quality by the manufactures shall be used. Preference shall be given to these articles which bear ISI certificate mark. In case, articles bearing ISI certification mark are not available articles manufactured by firms of reputes shall be used & the same shall be got approved from Engineer-In Charge, AICTE.
2. All material and articles brought by the Contractor to the site of work for use shall conform to the samples approved. Final decision to reject any material shall rest with the AICTE.

(Stamp & Signature of Bidder & Date)

Annexure – A

TENDER APPLICATION FORM

Sir

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to supply, deliver, commission the services in conformity with the said tender documents, for a total sum of money to be arrived at and agreed upon between AICTE and the agency on the basis of the prices of the painting works quoted in the Financial Bid and made a part of this bid attached herewith, or such other sums as may be agreed to between the AICTE and the agency as signed contract

I /We undertake, if my/our bid is accepted, to deliver the services in accordance with the painting work schedule specified in the bid documents or agreed upon, in writing, with the AICTE .

I/ We agree to abide by this bid for a period of 90 days after the date fixed for bid opening under clause 5 , General Terms and Conditions and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

I/We undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will strictly observe the laws against fraud and corruption in force in India, namely” Prevention of Corruption Act 1988”.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We declare that the information stated above and in the enclosed attachment and copy of certificates/documents supplied herein is complete and absolutely correct and any error or omission therein, incidental or otherwise, will be sufficient justification for the AICTE to reject my/our offer and/or to cancel the award and forfeit my/our earnest money at the AICTE absolute discretion.

I/We understand that you are not bound to accept this or any bid you may receive.

Dated this _____ day of _____

Signature

(in the capacity of)

Seal of the company

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2026 between the AICTE (hereinafter "the AICTE ") of the one part and _____ (Name of agency of _____ (city) (herein after "the contractor") of the other part:

WHEREAS the AICTE is desirous of outsourcing Painting and Polishing works and has accepted a bid by the agency for the Painting and Polishing work as per the Percentage Prices quoted in Financial Bid (hereinafter called the "Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to .
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, ie.:
 - a) Tender Notice
 - b) The entire tender document;
 - c) The Bid Form and the Price Schedule (Financial Bid) submitted by the Bidder ;
 - d) The Specifications of works given in various sections of the tender document;
 - e) The Terms and Conditions of Contract;
 - f) The AICTE Notification of Award;
 - g) The agency's acceptance of the award ;

In consideration of the payments to be made by the AICTE to the agency as hereinafter mentioned, the contractor hereby covenants with the AICTE to undertake the Painting works and to remedy defects therein in conformity in all respects with the provisions of the contract.

AICTE hereby covenants to pay the **Contractor** in consideration of the Painting work completed and the remedying of defects herein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract .

Brief particulars of the works which shall be undertaken by the agency is as per the whole set of tender documents.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Indian laws the day and year first above written.

Signed, Online Submission by the Said _____ (for the AICTE) In the presence of _____ Signed, Sealed and Delivered by the said _____ (for the AGENCY) In the presence of

Witness (1)
(2)

Annexure – C

PROFORMA FOR BANKERS CERTIFICATE

This is to certify that to the best of our knowledge and information M/s having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. (Rupees).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

This certificate is issued on the request of Shri/Smt/M/s-----for the purpose of tendering in AICTE .

(Signature with rubber stamp of Branch Manager)

Bank Seal

Note : 1) In case of partnership firm, certificate to include names of all partners as recorded with Bank.

CHECK LIST OF THE DOCUMENTS TO BE UPLOADED WITH THE TENDER

Confirm the enclosure of all the below documents without which tenderer may not be eligible to participate in the tender.

S.No	Certificates	Uploaded Yes / No
1.	Valid Contractor Licence	
2.	Self-certificate on company letter head that all pages in Tender Document read carefully.	
3.	EMD	
4.	Copies of turnover certificate certified by the Chartered Accountant of duration (2020-2021, 2021-2022, 2023-2024).	
5.	Solvency Certificate	
6.	Self Attested Photo Copy of PAN Card	
7.	IT returns and Balance Sheet certified by CA for Last three years	
8.	ESIC and EPF Registration Certificate Copy	
9.	ESIC and EPFO Returns Last Three Months	
10.	Self Attested photo copy of GST	
11.	GST returns Last Six Months	
12.	Documents in support of contract fulfilled in last five Years along with contract values in support of the experience and Financial credibility	
13.	Satisfactory completion Certificates of works completed in last Five Years	
14.	Non blacklisting declaration	
15.	No ongoing police case/vigilance inquiry declaration. (<i>on letter head</i>)	
16.	Company Details on letter head	

Signature of Authorized Person

Date :

Full Name:

Place :

Company's Seal:

MANDATORY INFORMATION OF BIDDER

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO./ GST	:	
Name of Partners / Directors	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder:

Name:

Designation:

INTEGRITY PACT

Sub: Tender Reference No.....for the work.....

Dear Sir,

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

The subject Notice Inviting of 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 tender/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 AICTE.

Yours faithfully

AICTE

All India Council for Technical Education (AICTE), New Delhi.

Pre-Contract Integrity Pact
(Applicable for all tenders of the value above Rs.1 Crore)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on
___ day of the month of _____ 202__

BY AND BETWEEN

The All India Council for Technical Education (AICTE) represented through "The Member Secretary" having its office located at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 (hereinafter called the "BUYER", which expression shall mean and include, unless *the* context otherwise requires, his successors in office and assigns) of the First Party.

AND

M/s _____ a

(private company/public company/Government undertaking/partnership/registered export agency)

Constituted in accordance with the relevant law in the matter through its representative/authorized signatory (insert name and designation of the officer) vide resolution dated _____ passed by the Board of Directors, having its registered office at _____

(hereinafter referred to as "The Bidder(s)/Contractor(s)" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in- office, administrators or permitted assignees) of the Second Party;

WHEREAS, the Buyer has floated the Tender Bearing No. _____
_____ (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organization procedures, contract(s) for _____
_____ (Name of the work/goods/ services). The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

AND WHEREAS, the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Regulatory body corporate and has been established under

the provisions of the AICTE Regulation Act, 1987.

AND WHEREAS, in order to achieve these goals, in consultation with the CVC, the Govt. of India, Ministry of Education has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to-

Enabling the BUYER to obtain the desired said stores/equipment/procurement of goods/construction services/hiring of manpower on outsourcing at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Section 1: Commitments of the BUYER

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the BUYER, personally or through family members, shall in connection with the tender for, or the execution of a 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 BUYER shall treat all Bidder(s) with equity and reason during the tender process. The BUYER shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - (c) The BUYER shall exclude from the process all known persons having conflict of interest.
2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the

BUYER shall inform the Chief Vigilance Officer, AICTE, New Delhi and in addition shall initiate disciplinary proceedings.

Section 2: Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - (a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - (b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - (c) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign entity or associates, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Further, as mentioned in the Guidelines all payments made to the Indian Agent/representative have to be in Indian Rupees only.
 - (d) BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - (e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or

intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- (f) The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- (h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (I) **The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.**
- U) **The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.**
- (k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- (m) **The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.**

Section 3: Disqualification from tender process and exclusion from future contracts:

1. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the AICTE/Buyer is entitled to disqualify the

Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealing".

2. Any violation of Integrity Pact would entail disqualification of the bidder(s) and exclusion from future business dealings, as per the existing provisions of GFR-2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 4: Compensation for Damages:

1. If the AICTE/Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Institute/Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the AICTE/Buyer has terminated the contract according to Section 3, or if the AICTE /Buyer is entitled to terminate the contract according to Section 3, the AICTE/Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. THE BIDDER(S) to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgressions, for the purpose of disclosure by the BIDDER(s) in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the BIDDERS.
2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6: Equal Treatment of all Bidders/Contractors/Sub-Contractors:

1. In the case of sub-contracting, the principal/main Contractor shall take the responsibilities of adoption of the Integrity Pact by the Sub-contractor.
2. The BUYER will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The BUYER will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal Charges against violating Bidder(s)/Contractor(s)/Sub-Contractors:

1. If the Buyer obtains knowledge of the conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Institute/Buyer has substantive suspicion in this regard, the Institute/Buyer will inform the same to the Chief Vigilance Officer, AICTE, New Delhi.

Section 8: Earnest Money (Security Deposit)

1. While submitting a commercial bid, the BIDDERS shall deposit an amount of Rs. (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft in the favour of The **AICTE, NEW DELHI**.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
2. The Earnest Money (Security Deposit) should be valid up to a period of 45 days beyond the validity of the quote. However, the Security Deposit/Performance Bank Guarantee is to be obtained from the successful bidder which remain valid for a period of sixty days beyond the date of completion of contractual obligations of the supplier including warranty obligations. Bid security should be refunded to the successful bidder on receipt of Performance Security.
3. In case of the successful BIDDERS a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
4. No interest shall be payable by the BUYER to the BIDDERS on Earnest Money/Security Deposit for the period of its currency.

Section 9: Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDERS or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDERS) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
 - (i) To immediately call off the pre-contract negotiations without assigning any

reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Institute for a minimum period of two years, which may be further extended at the discretion of the BUYER. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

2. The BUYER will be entitled to take all or any of the actions mentioned at para 9.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on

its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Section 10: Fall Clause

1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub-systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Section 11: Independent Monitors Appointed by AICTE

1. The following two IEMs have been appointed by AICTE (under Ministry of Education, Govt. of India) with the approval of the Central Vigilance Commission. The details of the IEMs are as follows:

S.No	Name	Address
1	Shri Arvind Kumar Kadyan	B-2/1, Paschim Vihar, New Delhi -I 10 063 Email: arvindkadyan17@gmail.com
2	Shri Vinit Kumar Jayaswal	E-34, Brahma Apartments, Plot -7, Sector7, Dwarka, New Delhi- 110075 Email: gkvinit@gmail.com

2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
4. Both the parties accept that the Monitors has the right to access all the documents relating to the project/procurement, including minutes of meetings.

5. As soon as the Monitors notice, or has reason to believe, a violation of this Pact, they will so inform the Authority designated by the BUYER.
6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
8. The Monitors will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to them by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
9. A person signing the IP Pact shall not approach the Court while representing the matter to IEMs and shall await the decision in the matter.
10. The IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the Ministry. The IEMs would review independently and objectively whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the Bidder(s).
11. Integrity Pact (IP), in respect of a particular contract, shall be operative from the date IP is signed by both parties. The IEMs shall examine all the representations/ grievances/complaints received by them from the bidders or their authorized representatives related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.
12. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on the records.

13. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time-bound manner. If required, the organization may adopt any mediation rules for this purpose.
14. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both parties.
15. If the Monitors have reported to the Management of the BUYER a substantiated suspicion of an offense under the relevant IPC/ PC Act, the Management of the BUYER will take action after examination of the veracity of the intent of the action.

Section 12: Facilitation of Investigation

1. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER, and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 13: Law and Place of Jurisdiction

1. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER i.e., New Delhi.

Section 14: Other Provisions

1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
3. In the case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the case of sub-contracting, the principal/main contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
4. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
5. This Integrity Pact is deemed as part of the contract.

Section 15: Validity

1. The validity of this Integrity Pact shall be from the date of its signing and extend up to

5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including the warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement with their original intentions.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this Integrity Pact as of the date/month/year first above written in the presence of following witnesses:

For & on behalf of
All India Council for Technical
Education (First Party)
Signed, Sealed and delivered by
MEMBER SECRETARY
(AICTE)

Name-
(Authorized Signatory)

For & on behalf of
The M/s
(Second Party)
Signed, Sealed and delivered by

Name:
Designation:
Address:
(Authorized Signatory vide resolution
datedpassed by the Board of
Directors)

In the presence of Witness:

- | | |
|-------------------|----|
| 1.(Indenter) | 1. |
| 2. | 2. |

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

SCHEDULE OF WORK

Name of work: - Interior & Exterior painting work of Campus, Auditorium and Guest House of AICTE HQ Building at New Delhi.

S No	DSR Code	Item Description	Quantity	Unit	Rates	Amount
		Repairing				
1	14.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge.				
		With cement mortar 1:4 (1cement: 4 coarse sand)	200	Sqm	560.50	112100.00
2	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	250	Sqm	54.65	13662.50
3	21.19	Filling the gap in between aluminium/ stone/ wood frame and adjacent RCC/Brick/ Stone/ wood/ Ceramic/ Gypsum work by providing weather/ structural non sag elastomeric PU sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete, complying to ASTM C920, DIN 18540-F & ISO 11600				
		Upto 10 mm depth and 10 mm width	600	metre	200.95	120570.00
4	26.4	Providing and fixing hard drawn steel wire fabric of size 75 x25 mm mesh or other suitable size wire mesh to be fixed & firmly anchored to the concrete surface by means of "L" shaped mild steel shear key welded with existing reinforcement including the cost of materials, labour, tool & plants as approved by Engineer-in-charge.	Rate only	Sqm	902.55	
		Scraping Old Paint and Repainting				
5	13.89	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	30000	Sqm	25.15	754500.00
6	13.8	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surfaceto prepare the surface even and smooth complete.	11000	Sqm	156.05	1716550.00

7	13.85	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content.				
		With water thinnable cement primer on wall surface having VOC content less than 50 grams/ litre	7500	Sqm	73.95	554625.00
8	13.81	Distempering with 1st quality acrylic distemper (ready mixed) having VOC (Volatile Organic Compound) content less than 50 gram/ litre, of approved brand and manufacturer including applying additional coats wherever required to achieve even shade and colour				
		Old work (One or more coats) applied @ 1.82 ltr/10 sqm.	34000	Sqm	62.70	2131800.00
9	13.109	Finishing walls with water proofing cement paint of required shade :				
		Old work (one or more coats @ 2.20 kg/10 sqm) complete.	750	sqm	75.80	56850.00
10	13.110	Finishing walls with textured exterior paint of required shade :				
		Old work (Two or more coats on existing cement paint surface applied @ 3.28 ltr/10 sqm.	11500	sqm	169.20	1945800.00
11	13.111	Finishing walls with Acrylic Smooth exterior paint of required shade :				
	13.111.1	Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface	1850	sqm	120.75	223387.50
12	13.112	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade				
		Old work (Two or more coats applied @ 1.43 ltr/ 10 sqm) over existing cement paint surface	26500	Sqm	131.30	3479450.00
13	13.92	Painting on G.S. sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
		Old work (One or more coats) applied @ 1.82 ltr/10 sqm.	200	Sqm	93.30	18660.00
14	13.96	Painting (one or more coats) on rain water, soil waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacture and required colour on old work :				
14.1		75 mm diameter pipes	1050	metre	28.20	29610.00
14.2		100 mm diameter pipes	1050	metre	36.25	38062.50
14.3		150 mm diameter pipes	1050	metre	52.25	54862.50
15	13.99	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
		One or more coats on old work	1500	sqm	102.8	154200.00

16	18.39	Repainting G.I. pipes and fittings with synthetic enamel white paint with one coat of approved quality :				
16.1		15 mm diameter pipe	50	metre	9.50	475.00
16.2		20 mm diameter pipe	8500	metre	11.30	96050.00
16.3		25 mm diameter pipe	650	metre	14.40	9360.00
16.4		32 mm diameter pipe	650	metre	17.25	11212.50
16.5		40 mm diameter pipe	2500	metre	20.00	50000.00
16.6		50 mm diameter pipe	150	metre	23.85	3577.50
		Polishing of Wooden Furniture				
17	13.104	Polishing on wood work with ready made wax polish of approved brand and manufacture :				
		Old work	1325	sqm	99.8	132235.00
18	13.114	Melamine polishing on wood work (one or more coat).	175	Sqm	1192.30	208652.50
		Road Marking and Painting				
19	16.45	Providing and fixing pre-moulded joint filler in expansion joints of RCC roads / CC pavements after making the joints dust free with high pressure air jet cleaners, all complete as per direction of the Engineer-in-Charge. (Pre-moulded joint fillers shall be made of bitumen hot sealing compound impregnated fibre board having impregnation more than 35%, conforming to IS:1838 for fibre board and IS: 1834 for hot sealing bitumen compound grade A.)	800	one cm. depth one cm. width per metre length.	5.30	4240.00
20	16.48	Painting road surface marking with adequate nos of coats to give uniform finish with ready mixed road marking paint conforming to IS : 164, on bituminous surface in white/yellow shade, including cleaning the surface of all dirt, scales, oil, grease and foreign material etc. complete.				
		Old work (One or more coats)	250	sqm	189.85	47462.50
21	16.62	Providing and applying 2.5 mm thick road marking strips (retro- reflective) of specified shade/ colour using hot thermoplastic material by fully/ semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	250	Sqm	747.80	186950.00
		Sun Reflective Paint on Terrace				

22	22.22A	Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge.	150	Sqm	563.10	84465.00
		Rubbish and Malba				
23	1.1.18	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.				
		Note - item to be applicable in urban areas having directions for restricted hours for movement/ plying of load carrying motor vehicle of 3.5 cum or more.	20	Cum	494.10	9882.00
		Scaffolding				
24	24.2	Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 25 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40 mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Engineer-in-charge.				
		Note:- (1) The elevational area of the scaffolding shall be measured for payment purpose. (2) The payment will be made once only for execution of all items for such works.	200	Sqm	338.25	67650.00

		Total				1,23,16,902.00	
		Add Contingency @ 1%				1,23,169.02	
						1,24,40,071.02	
Estimate Cost Put to Tender (ECPT)						Say	1,24,40,071/-

		(RUPEES One Crore Twenty Four Lakh Forty Thousands Seventy One Only.				
		Note: The rates mentioned above are including of GST/ all taxes.				
		I agree to execute the work at _____ % [in figure] ABOVE / BELOW / AT PAR (_____percent) [in words] ABOVE / BELOW/AT PAR Department estimated amount/item rates. _____ Signature of the Contractor with Date & Seal				