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Name of Work: - SH: - Construction of Chain link fencing around Nursing Student Hostel at AIIMS Rishikesh.

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Certified that this bid document contains pages 1 to 36 (One to thirty six).

Superintending Engineer  
AIIMS, Rishikesh

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

The Superintending Engineer, AIIMS Rishikesh invites Item rate tenders from approved and eligible contractors of CPWD, MES and Railways for the following work :-

NIT No. : **03A/SE/Civil/2016-17.**

Name of Work: - Construction of Chain link fencing around Nursing Student Hostel at AIIMS Rishikesh

Estimated Cost: ₹ 14, 84,050.00

Earnest money: Rs. 29,681/- & period of completion: **06 Months**

Last date & time of submission of bids: 24-06-2016 upto 1500 hours.

The tender forms and other details can be seen and downloaded from the website [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in)

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

The Superintending Engineer, AIIMS Rishikesh invites Item rate tenders from approved and eligible contractors of CPWD, MES and Railways for the following work:

Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid	Time & date of opening of bid
C/o Construction of Chain link fencing around Nursing Student Hostel at AIIMS Rishikesh	₹ 14,84,050 /-	₹ 29,681/-	06 Months	24-06-2016 upto 1500 Hours	24-06-2016 at 1530 Hours

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.aiimrshikesh.edu.in](http://www.aiimrshikesh.edu.in)
4. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned Pages/incomplete/partial/part of tender if submitted will be rejected outrightly.
5. All entries in the tender form should be typed or written by pens (with Black or Blue ink) legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid as well as Financial Bid unless authenticated by full signature of bidder. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by the tenderer. All Corrections in this schedule must be duly attested by full signature of the tenderer. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

6. (i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by Demand Draft FD/TD/CD in favour of " AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be submitted alongwith bid documents.

(ii) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

(iii) The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.

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

8. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 5% against performance guarantee of contract value in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

9. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 90 (ninety) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re- bidding process of the work.**

**10. Procedure for dealing with ambiguities in rates:-**

(i) In item rate tender, intending bidder can quote his rates in figures only.

(ii) In percentage rate tender, the tendered percentage quoted in figures shall be taken as correct.

(iii) In lump sum tenders the amount quoted in figures shall be taken as correct.

**11. List of Documents to be submitted at the time of issuing of tender:**

I. Enlistment Order of the Contractor.

II. Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return.

**CPWD - 6**

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

Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors of CPWD, MES, Railways & Govt. Departments of Uttarakhand state for the work of "Construction of Chain link fencing around Nursing Student Hostel" at AIIMS Rishikesh. The enlistment of the contractors should be valid on the last date of submission of bids.

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

- 1.1 The work is estimated to Cost ₹ 14, 84,050 /-, this estimate, however, is given merely as a rough guide.
- 1.2 Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

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

**1.2.1 Criteria of eligibility**

Three similar works each of value not less than Rs. 593620/- or two similar work each of value not less than Rs. 890430/- or one similar work of value not less than Rs. 1187240/- in last 7 years ending last day of the month previous to the one in which the tenders are invited.

**Similar works means** Construction of Chain link fencing.

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

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 06 (Six) Months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available. The architectural and structural drawings shall be made available as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
5. The tender document consisting of plans if any, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions Of Contract Form can be seen from website [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in). The cost of tender is Rs.1135 (inclusive VAT). Those that downloads the tender document from website should enclose DD/Pay Order for Rs.1135.00 (non-refundable) in favour of "AIIMS, Rishikesh", payable at Rishikesh.

The required EMD shall be enclosed with the tender otherwise tender submitted may stand rejected.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be submitted alongwith application form for the tender.

The bid submitted shall be opened on 24-06-2016 at 1530 hours.

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

relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in AIIMS Rishikesh. Any breach of this condition by the contractor would render him liable to reject his Bid submitted by him.

12. This notice inviting Bid shall form a part of the contract document. The successful bidders /contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
  - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender.
  - b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable



**INTEGRITY PACT**

To,

**Sub: 03A/SE/Civil/2016-17:- Construction of Chain link fencing around Nursing Student Hostel at AIIMS Rishikesh.**

Dear Sir,

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Rishikesh.

Yours faithfully,

Superintending Engineer  
AIIMS Rishikesh

To,

The Superintending Engineer,  
AIIMS Rishikesh,

**Sub: Submission of Tender for the work of Construction of Chain link fencing around Nursing Student Hostel at AIIMS Rishikesh**

Dear Sir,

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

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

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

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

Yours faithfully

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

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

**INTEGRITY AGREEMENT**

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

**BETWEEN**

AIIMS Rishikesh represented through Director.....

(Name of Division)

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

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

**AND**

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

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

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

**Preamble**

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

(Name of work)

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

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

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

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