



SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE
(An Institute established by Shri Mata Vaishno Devi Shrine Board, Katra)
Kakryal -182320

Short Term Notice Inviting Tenders

For and on behalf of Chairman Shri Mata Vaishno Devi Shrine Board sealed item rate Tenders are invited on the prescribed format duly affixed with revenue stamps worth Rs. Five only and accompanied with earnest money deposit in the shape of CDR/FDR of any scheduled bank amounting to Rs. 2000/- pledged to the Chief Account Officer, SMVDIME Kakryal from the registered SSI Units for the works shown below:-

S. No.	Name of Work	Estimated cost (Rs.)	EMD (Rs.)	Sale of Tender Document	Period of completion of work	Last date of submission
1	Providing, fabricating and fixing of Rolling shutters	88, 000/-	2, 000	On all working days from 25 th Feb 2011 to 10 th March 2011 (10AM to 5 PM)	One Month	11 th March 2011 upto 2 P.M

The tender complete in all respects should reach the office of the Shri Mata Vaishno Devi Institute of Medical Excellence located at SMVD University Kakryal, Katra by or before 11th March 2011 Upto 2 PM and shall be opened on same day at 3.00 PM or any subsequent date convenient to the Institute.

The tender document containing detailed terms and conditions can be had from the office of Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal Katra against payment of 500 (Non-refundable) in the form of demand draft of any schedule bank payable at Kakryal, Katra on all working days upto 10th March 2011 or same can be downloaded from the website www.maavaishnodevi.org of SMVD Shrine Board. The cost of tender documents in the shape of Demand Draft Drawn in favour of the Chief Accounts Officer at SMVDIME at J&K Bank Kakryal must accompany the down loaded form.

The intending tenders having valid permanent registration for fabrication of rolling shutters need to apply for issue of tender document.

Tenders complete in all respect must be sent through speed post/ registered post/ registered courier service or be put in the sealed Tender Box available in the SMVDIME Kakryal so as to reach in this office by or before due date and time.

Sd/-
Medical Superintendent

No. SMVDIME/Civil/11/254/3158-62
Dt: 24-02-2011

INSTRUCTIONS AND CONDITIONS FOR TENDERERS

1. Before tendering, the Tenderers, in their own interest, are advised to visit site to acquaint about the condition of site, its surroundings, terrain, climate, availability of labour, power, water, communication facilities etc. The Owner/ SMVDIME shall bear no responsibility for lack of knowledge on their part about the site and other conditions or any information relating thereto. The consequences of the lack of knowledge, as aforesaid, on the part of the Tenderer/s shall be at the risk and cost of concerned tenderer.
2. Before tendering, the Tenderers shall carefully examine the tender documents, conditions of contract, Drawings and other matters referred to therein, the schedules and Bill of quantities and if there be or appears to be any ambiguity or discrepancy in any of these documents or between figured and measured dimensions and other aspects of the Drawings, the tenderer shall immediately refer the matter to the Owner/ SMVDIME for clarification before last date of submission of the tender/s.
3. The Tenderer shall complete the annexed Tender Form, Schedule/Bill of quantities by quoting the rate against each item under rates column shown in the bill of quantities, supported with all information and documents called with the tender. The Tenderer shall sign each page of the Bill of Quantities, schedules, conditions of contract etc appended with tender documents & shall be duly stamped with contractors/Company's seal.
4. The quantities indicated in Bill of Quantities against various items are approximate and are merely for general information without undertaking as to the correctness thereof and without any obligation relative thereto upon the owner.
5. The Tender form and the documents attached to it shall not be detached or rearranged and no alteration, mutilation or insertion other than filling in of the required blank spaces shall be made in any of the documents attached with the tender documents.
6. All documents of the tender are to be read in conjunction with each other and the Tenderer will take this into consideration while quoting the rates.
7. The quoted rates shall be entered in ink both in figures and words and in the event of any discrepancy between the two, rates entered in words shall only be considered. Cuttings, over writings must be avoided and if necessitated should be initialed. SMVDIME shall have the right of arithmetical checking and correction of figures. In case of a tender where the prices of any items appear unrealistic, such a tender will be considered as unbalanced. The tender issuing authority reserves the right to call for the rate analysis in such items which are in his opinion, unbalanced and in case the tenderer is unable to provide satisfactory explanations, the SMVDIME reserves the right to disqualify such tender/s.
8. The validity of tender shall be 120 days from the date of submission of tender; and validity of contract will be 8 months from the date of commencement of the work unless otherwise notified.
9. The SMVDIME (owner) reserves the right to reject, accept or prefer any tender in part or /in full without assigning reasons thereof.
10. The conditional tender/s will not be accepted
11. The SMVDIME (owner) reserves the right to negotiate the quoted rates, terms and conditions with the lowest tender or any of the other tenderers to ascertain the suitability of the acceptable offer and no claim or objection on this account will be entertained.

12. The Tenderers must possess valid Permanent registration for fabrication of Rolling shutters.

13. **Earnest Money Deposit:-**

- i. The earnest money deposit for the amount specified in tender documents in the shape of CDR or FDR valid for at least 12 months from the date of submission of tenders drawn on any scheduled/ nationalized bank pledged in favour of Chief Accounts Officer, SMVDIME, payable at Kakryal/Katra, must accompany the tender failing which the tender will be summarily rejected. The EMD of successful tenderer will be retained by SMVDIME and released after completion of work.
- ii. The earnest money deposit of unsuccessful Tenderer/s will be released after acceptance of the successful tender / issuance of Notice/Letter of Award in favour of successful Tenderer.

14. In case last date for submission of tenders is declared as holiday the next working day shall be considered as last date of submission of tenders. The tenders received after the scheduled date and time will not be entertained/ considered.

15. The successful tenderer shall keep liaison with the Owner till finalization of Letter of Award within validity period. No excuse whatsoever will be entertained for not having received the allotment letter /letter of award through post or otherwise.

16. After the Letter of award is communicated to the successful Tenderer, the contract shall be deemed to be complete and binding upon such Tenderer/contractor. The formal written deed of agreement incorporating all the terms and conditions of the contract including those mentioned in NIT, Tender documents and letter of award shall be drawn by the successful contractor with SMVDIME within 20 days after the issuance of Letter of Award.

17. The Tender shall be submitted in two bid system i.e. in two envelopes as under:-

Envelope No. (1) to be marked as “Technical Bid” and should contain the following documents: -

- i. Letter from tenderer / contractor accepting all terms conditions and technical specifications of tender on the prescribed Tender Form.
- ii. Earnest Money Deposit i.e CDR/FDR for the specified amount.
- iii. Demand draft towards cost of Tender document if the Tender document is downloaded from the website of SMVD Shrine Board
- iv. Permanent Registration certificate of the District Industries Centre.
- v. Volume I of tender document i.e. General Conditions of contract etc as contained in tender document (each page duly signed, stamped and accepted).
- vi. Power of attorney, if any.
- vii. A copy of PAN Card issued by Income Tax Authorities.
- viii. A copy of works contract, tax registration certificate (TIN number) issued by Sales Tax authorities of J&K State.
- ix. Documents of ESI and PF registration with concerned authorities if applicable. Please mention if not applicable.
- x. Copy of License under Labour Regulations issued by the Competent Authority in favour of the Contractor if applicable. Please mention if not applicable. .
- xi. An undertaking to the effect that I / We have not been black listed any where.

(B) Envelop No. (2) to be marked as “Financial Bid” and should contain the following documents:-

- I. The schedule/bill of quantities duly filled in showing the rate and price against each item duly signed and stamped by the authorized signatory.

The above mentioned two envelopes shall be put in one envelope which should be duly sealed and superscribed as “Tender for Providing, Fabricating and Fixing of Rolling shutters.”

18 The Technical Bid contained in Envelop No. 1 will be opened on the same day or any other date convenient to the SMVDIME in presence of the Tenderers or their authorized representatives who may choose to be present.

19 The Financial Bid of only those Tenderers, who qualify as per the eligibility criteria on the basis of documents submitted in the Technical Bid shall be opened on a date which shall be communicated separately to the qualified Tenderers. The Financial Bid of the Tenderers who could not qualify will neither be opened nor considered.

20 The Owner/ SMVDIME will not pay for any expenses which may be incurred by the Tenderer/s in connection with site visits, inspection of the site etc and efforts put in for the preparation of tender for submission.

**Sd/-
Medical Superintendent**

DETAILS OF NOTICE INVITING TENDER.

Subject: - Tender for Providing, Fabricating and fixing of Rolling shutters in SMVDIME, Kakryal, Katra.

1. **The Site:** - The site of the works is at SMVDIME Complex, Kakryal (Katra), J&K.
2. **Description of Work:** -“Providing, Fabricating & Fixing of Rolling shutters in SMVDIME.”
3. **Time of completion:** - will be One Month from date of issue of Notice of Award/ LOI. Validity of Contract will be for 8 months from the date of Commencement of work.
4. **Form of Contract:** - Item Rate.
6. **Bid documents:** - Prescribed Tender Form and Bill of Quantities in specified manner.
7. **Submission of Bids:** - The intending Tenderers shall submit Sealed Tenders in original and completed in all respects in two bid system i.e. “Technical Bid” and “Financial Bid” which should reach in the office of Shri Mata Vaishno Devi Institute of Medical Excellence having its office at Administrative Block, Shri Mata Vaishno Devi University, Kakryal (Katra), J&K by or before scheduled date of submission of tenders in the following manner: -
 - (A) **Envelope No.1** : - marked as “TECHNICAL BID (Envelope –1)” and should contain the following: -
 - i) Letter from contractor, accepting all terms, conditions and technical specifications of tender.
 - ii) “Earnest Money Deposit” of ₹ 2,000/- in the prescribed manner.
 - iii) Demand draft of ₹ 500/- in case tender document is downloaded from website.
 - iv) Certified copies of Registration Certificate (issued by the Registrar of Companies in case of Company and issued by Registrar of Firms indicating names etc., of all registered partners, incase of Partnership Firm), Partnership Deed and Power of Attorney or Memorandum and Articles of Company in case of Limited / Private Limited Companies will have to be furnished along with the tender to render the tender eligible for consideration alongwith Registration from DIC.
 - v) Volume –I duly signed and accepted.
 - vi) Power of attorney if any.
 - vii) Copy of PAN Card with brief information regarding income-tax circle, Ward & the District in which he is assessed by Income Tax Department alongwith details of any attachments, prohibiting orders, proceedings in connection therewith.
 - viii) A Copy of Works Contract Tax Registration Certificate issued by Sales Tax Department of J&K State.
 - ix) ESI and PF registration with authorities. Please mention if not applicable.
 - x) Copy of license under Labour Regulations issued by competent Authority in favour of contractor, if applicable. Please mention if not applicable.
 - (B) **Envelop No. 2** marked as “COMMERCIAL BID (Envelope –2)” and should contain the following: -
 - i) Vol. II of Tender – Containing Priced Bill of Quantities etc. duly signed and stamped by the authorized tenderer / signatory.

The above mentioned two envelopes shall be put in one envelope which should be duly sealed and superscribed as “Providing, Fabricating & Fixing of Rolling shutters in SMVDIME”

Last date of submission of Tender: - 11th March 2011 (upto 2 p.m.). In case last date is declared as holiday, the next working day shall be considered as last date for submission / receiving of tenders.

8. **Acceptance/ Rejection of tenders:**-Tenders which are not properly filled or are mutilated or have pages missing or generally not complying with the tender conditions will be rejected.

The Tenderers should quote their rates both in figures & in words (English) and in case of cuttings etc., rates entered in words shall only be considered. SMVDIME shall have the right of arithmetical checking and correction of the figures.

In case of a tender where the prices of any items appear unrealistic, such a tender will be considered as unbalanced. The tender issuing authority reserves the right to call for the rate analysis in such items which are

in his opinion, unbalanced and the tenderers is unable to provide satisfactory explanations, the SMVDIME reserves the right to disqualify such a tender.

In case of the tender submitted by an individual, it shall be signed by him and his full name and complete address shall be given. If it is submitted by a partnership firm it shall be signed in the name of the firm by a partner of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners

No alterations, amendments or modifications shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the Tenderers, Tender Form, and Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the tenderer.

Canvassing in connection with tender is strictly prohibited and tender submitted by tenderers who resort to canvassing will be liable to rejection.

The SMVDIME / Owner does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason(s) whatsoever. Non-acceptance of any tender shall not make the Owner or SMVDIME / Owner's Representative liable for any compensation or damages.

It shall be the prerogative of the SMVDIME / Developer, after reviewing the potential, capability and financial offer from the Contractor, to decide on awarding the whole contract to one Contractor or separately award to multiple Contractors.

At any time prior to the Tender submission date, the Owner may, for any reason, whether on its own initiative or in response to a clarification requested by a tenderer, amend the Tender documents by an Addendum (The "Addendum"), which will be notified in writing to all Tenderers. The Tenderers shall promptly acknowledge receipt thereof.

The amended clauses and not the relevant unamended clause of the Tender Document shall form part of the Tender Document, and the tender document shall be construed and interpreted accordingly.

The notice inviting tenders will form part of the tender document and the Contract Agreement to be executed by the successful tenderer.

9 Earnest Money Deposit: (E.M.D): -

Earnest Money Deposit of specified amount in the form of CDR/FDR valid for at least 360 days (twelve months) from the date of submission of tender and pledged in favour of The Chief Accounts Officer, Shri Mata Vaishno Devi Institute of Medical Excellence shall be submitted along with the Tender in the envelope marked as "Technical Bid".

The E.M.Ds of the unsuccessful tenderer will be returned after acceptance of the successful tender.

The E.M.D of the successful tenderer shall be forfeited if he fails to sign the prescribed agreement and / or fails to start the work within FIFTEEN DAYS of order to commence the work.

The E.M.D. of the successful contractor will be retained by Shri Mata Vaishno Devi Institute of Medical Excellence till completion of work and finalization of the contract.

10 PERIOD OF VALIDITY: - The tender shall remain valid for acceptance for a period of ONE HUNDRED TWENTY DAYS from the last date for submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of his tender, then the Owner shall be entitled to forfeit the Earnest Money Deposit of such tenderers.

11 INSPECTION OF SITE: - Every tenderer is expected to inspect the site of the proposed work and acquaint him with the site conditions, working space available for material / fabrication yards, stores, offices and any other contractor's facility, approaches, etc. before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Divisional Manager (Engg.), SMVDIME, Kakryal. Submission of the tender shall be deemed to be due compliance with this clause.

12. Eligibility Criteria: - Valid Formal/ Permanent Registration with District Industrial Centre.

13 Work not to be stopped: - The contractor expressly agrees that in the event there arise any kind of dispute/disputes or the matter of dispute/disputes is referred to arbitration, the contractor shall at no stage stop or slow down the work on the excuse and shall proceed gently to complete and handover all works as per contract within the scheduled completion period.

For and on behalf of
Shri Mata Vaishno Devi Institute of Medical Excellence

(Authorized Signatory)
PLACE: Katra (J&K)
DATE: _____ 2010

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

FORM OF TENDER

To

**Shri Mata Vaishno Devi Institute of Medical Excellence
Kakryal (Katra)
District Reasi (J&K)- 182320**

**Sub: Tender for Providing, Fabricating and Fixing of Rolling Shutters in SMVDIME.
Ref: Your NIT No. SMVDIME/Civil/11/254/3158-62 dated 24/2/2011.**

Sir,

With reference to the above mentioned NIT & work I / We submit as under: -

1. That having visited the site and examined the Notice Inviting Tender and the complete Tender Documents including the Drawings, Conditions of Contract, Schedules, Technical specifications, General & Special conditions / Bill of Quantities, schedule of Fiscal Aspect etc. for the construction of above said work, I / we , the undersigned hereby offer to construct, complete and maintain the proposed work in conformity with the said Tender Document for the sum to be calculated at the rates stated in Bill of Quantities of this Tender (as per acceptance of these rates by SMVDIME).
2. I / We undertake to commence, complete and deliver the whole of the works comprised in the contract within the stipulated Time of completion.
3. I / We have independently considered the liquidated damages mentioned in the Tender Documents and agree to the same that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
4. I / We agree that our tender / offer shall remain valid for a period of 120 days from the date of submission of tender or such extended time, as may be decided by SMVDIME and may be considered before expiry of said period.
5. I/We expressly agree that, unless and until a formal written deed of agreement is prepared and executed, this Tender together with your written Acceptance thereof shall constitute a binding of contract between us and nothing shall prevent you from enforcing the contract upon us.
6. I/We agree that in the event there arise any kind of dispute/disputes or the matter of dispute/disputes is referred to arbitration, the contractor shall at no stage stop or slow down the work on the excuse and shall proceed gently to complete and handover all works as per contract within the scheduled completion period.
7. I / We understand that you are not bound to accept the lowest or any tender you may receive, or in case the response to NIT is considered to be not reasonably competitive by you, you are fully at liberty to invite more Tenderers for submitting their offers, before opening of our financial bid to which I/We shall have no objection.
8. I / We enclose herewith all the Tender Documents duly signed by us in acceptance of the Terms and Conditions, Drawings, Details, Schedules and Bill of Quantities with our offered rates filled in for various items of the works in support of our offer.
9. I / We furnish herewith schedule of Fiscal Aspects duly signed by us in acceptance of what is set out therein and also agree to furnish the requisite guaranties in the prescribed manner.
10. I/We also undertake that I/We our firm/company have not been blacklisted by any organization.

11. I/We agree to accept all the terms / conditions & technical specifications contained in the tender document.

Signature of Tenderer / Authorized Representative

Full Name : _____

Address _____

Name of Contractor/

Agency on whose behalf signed: _____

(in case signatory is not the contractor himself)

Tele. No. _____

Mobile No. _____

Fax No. _____

Form of Tender

General Terms and Conditions

1.	Name of Contract	This is an item rate contract and actual contract amount shall depend upon the actual quantities executed at the site. The quantities can be reduced or increased to any extent.
2.	Scope of work	The scope of work shall be providing, fabricating and fixing of Five No. rolling shutters as per specifications mentioned in the BOQ and special conditions.
3.	Time of Completion of works.	One Month.
4.	Security Deposit	A 10% of contract sum shall be deducted from the Running bill as Security Deposit and same shall be released after defect liability period.
5.	Liquidity Damages	Incase of non completion of work within stipulated period the liquidity damages for delay amounting to 1% per week subject to maximum of 10% of contract sum shall be levied.
6.	Quality Assurance	Apart from maintaining the construction schedule strictly in accordance to the construction programme the work should be of good quality in accordance to the specifications and terms of the contract to the satisfaction of Engineer-in-Charge.
7.	Defect Liability Period	One year from date of virtual completion of works as certified by Engineer-in-charge.
8.	Period of commencement	15 days from date of acceptance of letter of indent or date of handing over of site whichever is later.
9.	Contract Agreement	Contract agreement shall be signed within 7 days of acceptance of LOI.
10.	Rates inclusive of all taxes	The rates shall include cost on account of all materials, labour, tools, equipment, consumables, scaffolding, platform, safety devices, all carriage (whether mechanical or head load) etc. required for completion of work. The rates shall be inclusive of all taxes duties etc. withholding of statutory taxes shall be made by deduction from bill at the rates applicable from time to time.
11.	Compensation for delay	Nothing extra shall be paid on this account.
12.	Electricity, water, security of works/ material etc.	Same shall be in scope of the contractor.
13.	Payment	On complete Bill.
14.	Advance	Nothing extra shall be payable on this account.

15.	Labour laws insurance etc.	The contractor shall comply with all the labour laws and obtain and retain all relevant insurance covers.
16.	Escalation	The rate shall remain firm till completion of work and no escalation in rates on any account eventually foreseen or unforeseen shall be paid.
17.	Settlement of Disputes	In the event of disputes the settlement shall be through arbitration without recourse to the legal authority. The arbitrator shall be appointed by the Chief Executive Officer, SMVD Shrine Board and decision of the arbitrator shall be final and binding on all parties.
18.	Court	The court of Reasi will have Jurisdiction in case of any dispute.

**Signature of Contractor/
Authorized Representative**

Name:.....

Address:.....

Particular of

Contractor.....

Agency on whose behalf

.....

Signed:.....

Tel. No:

Mob. No:

Fax:

Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal-Katra, Jammu (J&K)					
BOQ for providing, fabricating and fixing of rolling shutters at various locations at SMVDIME					
S. No.	Item Description	Unit	Qty	Rate to be Quoted	Amount
1	Supply and fixing rolling shutter of approved make, made of required size M.S laths interlocked together through their entire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete including the cost of providing and fixing necessary 27.5cm long wire springs grade No. 2 and M.S top cover of required thickness for rolling shutters, 80x1.25 mm M.S laths with 1.25 mm thick top cover	Sqm	33.7		
2	Extra for providing mechanical device chain and crank operation for operating rolling shutters. (for 3 shutters)	Sqm	33.7		
	Exceeding 10.00 sqm and upto 16.80 sqm in area.				

**Signature of Contractor/
Authorized Representative**