

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

**Notice Inviting Tender**

For and on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board (SMVDSB), Katra, J&K, sealed tenders on the prescribed format affixed with revenue stamps worth ₹ 5/- and accompanied with EMD in the shape of CDR/ FDR of Rs. 50,000/- pledged to the Accounts Officer, SMVDIME are invited from the eligible Sealed tenders on prescribed format are hereby invited **from the registered and reputed suppliers/ manufacturers/ agencies having experience in relevant field for the Supply & Installation of Playing equipments for Children's park at SMVDIME, Kakryal** as per specifications and terms and conditions mentioned in the tender document.

The tender documents containing detailed terms and conditions can be obtained from the office of the **Chief Administrative Officer, Shri Mata Vaishno Devi Narayana Superspeciality Hospital, Kakryal, Katra, Jammu & Kashmir** by or before 01.00 PM of 12.01.2017 against non-refundable payment of **₹ 200 (Rupees two hundred only)** in the form of demand draft of any scheduled bank drawn in favour of Accounts Officer, SMVD Institute of Medical Excellence, Kakryal or the same can be downloaded from the website: [www.maavaishnodevi.org](http://www.maavaishnodevi.org) of SMVD Shrine Board. The cost of tender document in the shape of DD must accompany the downloaded Tender document.

The Sealed tender addressed to the **Chief Administrative Officer, Shri Mata Vaishno Devi Narayana Superspeciality Hospital, Kakryal, Katra, Jammu & Kashmir** should reach his office by or before 03:00 PM of 16.01.2017. The tenders complete in all respect can be sent through speed post/ registered AD/ Reputed Courier Service or be put in the sealed tender box available in SMVDIME, Kakryal so as to reach in this office by or before the due date and time. In case last date for submission of tenders is declared as holiday, the last date of submission shall be the following working day. The tenders received after the scheduled date and time shall not be entertained.

**Sd/-**  
**(Dr. (Brig.) Man Mohan Harjai)**  
**Chief Administrative Officer**

**No. SMVDIME/Civil/743/1826**  
**Dated: 27.12.2016**



## SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE

(An Institute established by Shri Mata Vaishno Devi Shrine Board, Katra)

**Kakryal -182320**

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### Notice Inviting Tender

Sealed tenders on prescribed format affixed with revenue stamps worth ₹ 5.00 and accompanied with EMD in the shape of CDR/ FDR of Rs. 50,000/- pledged to the Accounts Officer, SMVDIME are hereby invited for and on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board **from the registered and reputed suppliers/ manufacturers/ agencies having experience in relevant field for the Supply & Installation of Playing equipments for Children's park at SMVDIME, Kakryal** as per specifications and terms and conditions mentioned in the tender document.

The tender documents containing detailed terms and conditions can be obtained from the office of the **Chief Administrative Officer, Shri Mata Vaishno Devi Narayana Superspeciality Hospital, Kakryal, Katra, Jammu & Kashmir** by or before 01.00 PM of 12.01.2017. 12.2016 against non-refundable payment of ₹ **200 (Rupees two hundred only)** in the form of demand draft of any scheduled bank drawn in favour of Accounts Officer, SMVD Institute of Medical Excellence, Kakryal or the same can be downloaded from the website: [www.maavaishnodevi.org](http://www.maavaishnodevi.org) of SMVD Shrine Board. The cost of tender document in the shape of DD must accompany the downloaded Tender document.

The Earnest Money Deposit in the shape of CDR/FDR valid for a period of 06 Months drawn on any schedule/ nationalized bank pledged in favour of Accounts Officer, SMVD Institute of Medical Excellence, Kakryal, amounting to **Rs. 50,000/- (Rupees fifty thousand only)** should accompany the tender offer. The tender(s) not accompanied with the Earnest Money deposit shall be rejected. The EMD of successful tenderer shall be retained till completion of the work. The earnest money deposit of unsuccessful Tenderers will be released after the Notice/ Letter of award of work is issued in favour of successful Tenderer.

The successful / approved tenderer shall have to complete the job / work of supply & installation of playing equipments within a period of one month from the date of issuance of Letter of award (LOA). The playing equipments to be installed are as below:

- a) Multi Play Station - 01 No.
- b) Double Arch Swing - 01 No.
- c) Two Seater Sea-Saw - 01 No.
- d) Climber - 01 No.
- e) Flooring / safe surfacing of the playing area (Approx. 65 M<sup>2</sup>)

The Tenderer shall submit the Tender under two bid system i.e. in two separate envelopes. The envelope containing Technical Bid shall be marked as "A" and the envelope containing Financial / Price Bid shall be marked as "B". The contents of these two envelopes shall be as under:

**a) 1<sup>st</sup> Envelope to be marked as “A” should contain the following information regarding Technical Bid:-**

- i) Name of the Firm/ Company along with attested copy of Article of Association or a Partnership deed if any and registration Card/Certificate alongwith proof of experience in relevant field.
- ii) Copy of Sale tax registration certificate issued by the concerned department regarding TIN Number and proof of filing the latest return with Sales Tax Department.
- iii) Earnest Money Deposit in the form of C.D.R/ FDR pledged in favour of the Accounts Officer, SMVD Institute of Medical Excellence, Kakryal, Katra.
- iv) Tender Document containing general conditions of Contract and other annexures each page of which shall be duly signed by the tenderer.
- v) Copy of Permanent Account Number (PAN) issued by the Income Tax Department.
- vi) Power of Attorney, if any.
- vii) Demand draft towards the cost of tender document if the tender document is downloaded from the website of SMVD Shrine Board.
- viii) Detailed specifications of the playing equipments to be installed. The pictures of these equipments should also be submitted.
- ix) The following are the eligibility conditions for the tenderers, failing with they may be considered to be disqualified technically & their financial bid will not be opened:
  - Turn Over in respect of Children’s Playing Equipments: Should not be less then Rs. 2.00 crore in any of the past 03 years (copies of P&L statements for last 03 years duly attested by a CA be attached).
  - Business experience of similar nature: Should not be less than 03 years (copies of relevant documents be attached).

**b) 2<sup>nd</sup> Envelope to be marked as “B” (Financial Bid) should contain the price bid (inclusive of all taxes, installation cost, transportation etc.) i.e., net payable amount. The equipment wise cost shall also need to be specified.**

The two sealed envelopes marked as ‘A’ & ‘B’ shall be further put in a single big envelope and superscripted as **“Supply & Installation of Playing equipments for Children’s park at SMVDIME, Kakryal”** The Name of the firm/contractor submitting the tender should be clearly and boldly written on the top of the envelope. The Sealed tender addressed to the **Chief Administrative Officer, Shri Mata Vaishno Devi Narayana Superspeciality Hospital, Kakryal, Katra, Jammu & Kashmir** should reach his office by or before 03:00 PM of 16.01.2017. The tenders complete in all respect can be sent through speed post/ registered AD/ Reputed Courier Service or be put in the sealed tender box available in SMVDIME, Kakryal so as to reach in this office by or before the due date and time. In case last date for submission of tenders is declared as holiday, the last date of submission of tender will be the following working day. The tenders received after the scheduled date and time shall not be entertained.

The Tenders received shall be opened in the office of SMVD Institute of Medical Excellence, Kakryal, Katra (J&K), by the Committee constituted for this purpose, in the following manner: -

- a) The Tenders shall be opened on the same day at 1500 Hrs in presence of the tenderers or their authorized representative who may choose to be present or on any other date convenient to the SMVDIME which shall be intimated to the tenderers at their given contact number. Envelope No. 1 marked 'A' (Technical Bid) will be opened first on the same day.
- b) After opening of the envelope No. 1 and assessing the submittals as per required conditions, the Tenderers, declared eligible by the committee, shall be informed separately for participation in the process of opening of Financial Bids i.e., Envelope No. 2 marked 'B' (Financial Bid). The Financial Bids of only those Tenderers, who qualify as per the eligibility criteria, shall be opened.
- c) The Financial Bids of the Tenderers who could not qualify will not be opened in any case.

The Tender/s received late on account of any reason/s whatsoever shall not be entertained.

The tenderer shall not be entitled to revoke or withdraw their tenders or vary or modify any of the condition originally contained in the Tender during the validity period of tender. In case of a tenderer revoking or withdrawing his tender or varying any term in regard thereof, the earnest money deposit of such tenderer shall be forfeited to SMVD Institute of Medical Excellence, Kakryal.

SMVD Institute of Medical Excellence, Kakryal reserves the right to reject or accept any tender in part or full without assigning any reason whatsoever at any stage.

The owner i.e. SMVD Institute of Medical Excellence, Kakryal reserves the right to negotiate the quoted rates, terms and conditions with the lowest tenderer or any of the other tenderer/s to ascertain the suitability of the acceptable offer.

The Validity of the tender shall be 120 days from the last date for submission of tenders or such extended time as may be decided by SMVDIME unless otherwise noticed.

All disputes arising out in any way connected with this NIT / tender shall be deemed to have arisen at Kakryal, Katra and only courts in Katra/ Reasi shall have jurisdiction to determine the same.

All the above conditions of NIT and the correspondence relevant to the NIT / tender document shall form part of the contract.

**Sd/-**  
**(Dr. (Brig.) Man Mohan Harjai)**  
**Chief Administrative Officer**

**Instructions / Conditions for Tenderers**

1. Before tendering, the Tenderers in their own interest and cost are advised to visit site to acquaint about the condition of site, its surroundings, terrain, climate, availability of labour, power, communication facilities etc. The 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 Tenderers shall be at the risk and cost of concerned tenderer.
2. The Institute shall not be responsible and shall not pay for expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits and examination of the site and in the preparation of his tender for submission.
3. The Tenderers shall, before tendering, carefully examine the Tender Documents including the information and Instructions to Tenderers, conditions of contract, general particulars & requirements as to the specifications, drawings and other matters referred to therein, the Schedules and the Bill of Quantities, and if there should be or appear to be any ambiguity in or discrepancy between any of these documents or between dimensions or other aspects, he shall immediately refer the matter to the SMVDIME/ Engineer In-charge and seek clarification, as may be required.
4. Time is the essence of the contract and the works shall be completed within the time schedule as indicated in the NIT. Any tenderer who disagrees with the time schedule of construction and stipulates a longer period is liable to be rejected.
5. The tenderer shall complete the annexed, Forms of Tender, Schedules and Bill of Quantities and information called for therein, and shall sign and stamp with his/ her/ company's seal each page of the tender document.
6. The Tender shall contain full address, Telephone Nos., Fax No.(optional) and e-mail address, for correspondence and notices/ addendums required to be served to the Tenderer in connection with the tender.
7. The Tender Form and the documents attached to it shall not be detached from one to the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
8. Quoted Rates shall include cost on account of all materials, labour, tools, equipment, consumables, scaffolding, platform, safety devices, all carriages (whether mechanical or head load) required for completion of the work. The rates shall include Electricity and Water Charges, WCT, TDS Insurance Premium, PF/CPF, Statutory Taxes etc. any fee to be paid by the Contractor to any authority. Withholding of statutory taxes shall be made by deduction from bills at the rates applicable from time to time. The quoted rates shall be entered in ink both in figures and words without overwriting and in the event of any discrepancy between the two, rates entered in words shall only be

considered. Cuttings, over writings must be avoided. If absolutely unavoidable, the same should be initialled and stamped.

9. All documents of the tender are to be read in conjunction with each other and the tenderer shall take this aspect into consideration while quoting the rates.
10. The Tender must accompany the following information and documents:
  - a) Past experience in performing work similar in nature and magnitude including mention of the status of completion of project/arbitration etc.
  - b) Copy of TIN i.e., Sales Tax Registration Certificates and license under Labour Regulations issued by the competent authorities in favour of the Contractor.
  - c) The Tenderer shall attach to his tender a copy of authenticated documents containing the constitution of the consortium company or firm by which the Tender is submitted so as to indicate by what persons and in what manner a contract may be entered by the consortium, company or firm and what persons would be directly responsible for the due performance of the Contract and can give valid receipt on behalf of the consortium, company of firm.
  - d) Copy of PAN issued by the Income Tax Department.
  - e) List of other Clients.
11. No Tender shall be considered for acceptance which is not accompanied by the required Earnest Money Deposit (EMD) in the form of CDR/FDR from a nationalized bank pledged in favour of Accounts Officer, Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal Katra (J&K) and valid for the prescribed period. The Earnest Money Deposit will be returned to the unsuccessful tenderers within four months from the schedule date/ extended date of receipt of tenders or at such earlier/ later time depending upon acceptance of the tender by the Owner. In the case of the successful Tenderer, the Earnest Money Deposit shall be retained till completion of the work.
12. The successful tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any claim in respect thereof. The Owner does not accept liability for any sum towards loss of overheads and profits of the contractor besides the tender amount, subject to such variations as are provided for herein.
13. The Tenderer (whether or not he submits a tender) shall treat the details of the documents as secret and confidential till financial bid is opened & declared;
14. The Owner reserves the right to adjust arithmetical or other errors in Tender in the way, which he considers appropriate. Any adjustments so made by the Owner shall be stated to the Tenderer.

15. The owner/SMVDIME reserves the right to negotiate the quoted rates, terms and conditions with the lowest tenderer 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.
16. The successful tenderer shall be liable to pay the turnover tax or such other taxes on the work under the contract as and when levied by the State/Central Government Authorities and the Owner shall not entertain any such claims, whatsoever in this respect.
17. **Conditional tenders will not be accepted and will be summarily rejected.**
18. It is an Item Rate Contract. The quantities indicated in Bill of Quantities against various items are approximate and are merely general information without undertaking as to the correctness thereof and without any obligation relative thereto upon the owner. The scope of work may be increased or decreased by the owner, as per its requirement and the successful tenderer shall be legally bound accept such increase / decrease in the scope of work.
19. 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.
20. 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 may be drawn by the successful contractor with SMVDIME within 20 days after the issuance of Letter of Award.
21. Any further information can be obtained from the office of SMVD Institute of Medical Excellence, Kakryal Katra (J&K).

**Sd/-**  
**(Dr. (Brig.) Man Mohan Harjai)**  
**Chief Administrative Officer**

**Form of Tender**

To

**The Chief Administrative Officer,**  
SMVD Institute of Medical Excellence  
Kakryal (Katra), District Reasi (J&K) - 182320

**Sub: Supply & Installation of Playing equipments for Children's park at SMVDIME, Kakryal.**

Sir,

1. Having visited the site and examined the Notice Inviting Tender and the complete Tender Documents including Conditions of Contract, for executing the above named work, we offer to construct, complete and maintain the whole of the said works in conformity with the said Tender Document for the stated Bill of Quantities of this Tender document or such other quantities as may be prescribed in accordance with the conditions of the NIT.
2. I/We undertake to commence, complete and deliver the whole of the works comprised in the contract within the stipulated Time.
3. A sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ lacs only) has been deposited as Earnest Money Deposit in the shape of a Call Deposit Receipt / FDR bearing No. \_\_\_\_\_ dated \_\_\_\_\_ and pledged in favour of Accounts Officer, SMVD Institute of Medical Excellence, Kakryal in conformity to the relevant article of the Notice Inviting Tender is enclosed with Tender.
4. If our Tender is accepted, Third Party insurance policy shall be obtained by us from any Insurance Company and all costs including premium shall be borne by us.
5. I/We further agree that our tender offer shall remain valid for a period of 120 days or such extended time, as you may decide and our tender may be accepted before the expiry of that period. During this period, we shall remain fully bound to our tender offer.
6. I/We expressly agree that unless a formal Agreement is prepared and executed this tender together with your written Acceptance thereof shall constitute a binding Contract between us and nothing shall prevent you from enforcing the contract upon us.
7. I/We understand that in case we are submitting the tender as a consortium and if our tender is accepted, all the parties of the consortium shall be jointly and severally responsible for the due performance of the Contract.



8. 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 offer, before opening of our financial bid to which I/We shall have no objection.
9. I/We also understand that the Owner shall not be bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason thereof and/or to re-invite the tenders at its sole discretion.
10. I/We understand that if our tender is accepted. I/We/AM/Are individually/ jointly responsible for the due performance of the contract
11. I/we also furnish herewith appendix to Form of Tender duly signed by us in acceptance of what is set out therein.
12. I/We also enclose herewith all the Tender Documents duly signed by us in acceptance of the Terms and Conditions, with our offered rates filled in for various items of the works in support of our offer.
13. I/We also undertake that I/We our firm/company has not been blacklisted by any organization.
14. Our bankers are (with full address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Signature of Contractor/ Authorized Representative**  
**Name :** \_\_\_\_\_  
**Designation:** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Particulars of Contractor/ Agency on whose behalf**  
**signed: Tele. No.** \_\_\_\_\_ **Mobile No.**  
**Fax No** \_\_\_\_\_

**APPENDIX TO FORM OF TENDER  
(Schedule of Fiscal Aspects)**

<b>S. No.</b>	<b>Item</b>	<b>Description of Fiscal Aspect / Tender Terms</b>
1	Earnest Money Deposit	<b>Rs. 50,000/- in the form of CDR/FDR valid for 06 months</b> pledged to the Accounts Officer, SMVD Institute of Medical Excellence, Kakryal, Katra (J&K).
2	Time of Completion	<b>01 months from the</b> date of issuance of LOA.
3	Liquidated Damages for Delay	At the rate of 2% of Contract Value per fortnight or part thereof.
4	Limit of Liquidated Damages	Up to maximum 10% of Contract Value, beyond which the allotment shall be cancelled & Earnest money shall be forfeited .
5	Defects Liability / Maintenance Period	12 Months from the date of acceptance of the total installation as certified by the Engineer in charge.
6	Taxes & duties	Shall be deemed to include and cover for all expenses such as but not limited to Customs Duties, Excise Duties, Sales Tax on Works Contract, Tax on Material, Port Dues, transport charge, Entry Tax, Service Tax, VAT, TDS, Octroi, labour cess, all types of education cess, E.S.I. & PF for labours, Toll tax, Stamp Duties, Central and State Government or local body or Municipal Taxes or Duties and/or taxes or duties from any other body whatsoever which shall be applicable from time to time. All statutory withholding of taxes shall be made at source.
7	Insurance	Workman compensation, third party insurance, CAR policy against all loses/damages during the period of contract till end of defect liability period shall be liability of the contractor.
8	Retention Money/ Security Deposit	By deduction from the Bills @ 10% of the bill amount.
9	Limit of Retention Money/ Security Deposit	10% of Contract Value.
10	Release of Retention Money/ Security Deposit	The retention / security deposit shall be released after successful completion of the Defect Liability Period of 01 year as per certificate / recommendations of the Engineer Incharge.
11	Payment Terms	a) 90% of Contract Sum will be paid on delivery and installation of material and equipment as per Technical Specifications to the satisfaction of the Engineer Incharge. b) 10 % after expiry of defect liability period.

12	Space for Labour hutment	No space shall be provided
13	Contractor store, site offices and other facilities	Contractor will have to make their own arrangements.
14	Over time work	Nothing extra shall be paid on this account.
15	No financial or other compensation for delays	Nothing extra shall be paid on this account.
16.	Interface with other vendor / Coordination with the others vendor	Contractor shall be responsible for the coordination with other contractors working at the site for smooth work progress of the project.
17	Water & Electricity	Water and electricity required for the installation / construction purposes shall be arranged by the contractor at its own cost. The Contractor shall provide at its own cost distribution as per its requirements and therefore the costs of cable switches, fuses etc. shall be borne by the Contractor.
18	Site Cleaning	The Contractor shall maintain the site and all work thereon in clean condition at all times. The contractor shall remove all scrap, debris and other unwanted material from the site and as directed by the Divisional Manager / Owner's Representative. In case of default the owner shall have the right to get cleaned the site from the other agency and the cost for it shall be debit to the contractor account.
19	Withholding payment	The Owner's Representative may withhold payment on account of subsequently discovered evidence and nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Owner from loss on account of including but not limited to the following: (i) Defective work not remedied by the Contractor. (ii) Failure of the Contractor to make payments properly and regularly to his own workers, to his subcontractors, to his suppliers. (iii) Damage by the contractor to the work of other contractors, sub-contractors or vendors etc.

**Signature of Contractor/  
Authorized Representative**