



For and on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Shri Mata Vaishno Devi Institute of Medical Excellence (an institute established by SMVDSB), invites sealed tenders on prescribed format, affixed with revenue stamps worth Rs.6/– and accompanied with earnest money deposit of the prescribed amount, in the form of CDR / TDR pledged to the Accounts Officer, SMVDIME, Kakryal, Katra, from the eligible firms/ contractors for the following work:—

S. No.	Description of Work	Estimated Cost of Work	Completion Time	EMD (CDR/ TDR)
1	Providing & Fixing of Stainless Stee Railings and balance aluminum windows (frame and shutters) for the under construction Charak - II Bhawan, at SMVDIME, Kakryal, as per the Bill of Quantities (BOQ) given in Annexure-A".	Rs. 16.23 lakh	45 days	Rs. 0.50 lakh

The Tender Documents containing detailed terms and conditions can be obtained on any working day from Office of the Chief Administrative Officer, SMVDIME, Kakryal, Katra against payment of Rs. 500.00 (Non-transferable and non-refundable) in the shape of Demand Draft favouring Accounts Officer, SMVDIME and payable at Katra. The same can also be downloaded from the website <a href="https://www.maavaishnodevi.org">www.maavaishnodevi.org</a>. In case of downloaded Tender Form, the cost of Tender Documents in the shape of Demand Draft favouring Accounts Officer, SMVDIME must accompany the Tender.

Tenders complete in all respects must be sent to Office of the Chief Administrative Officer, SMVDIME, Kakryal, Katra through speed post or registered A.D. or be put in the sealed Tender Box available in the Office of the Chief Administrative Officer, by or before the due date/ time i.e. upto 3:00 P.M. IST of 28.09.2018. The tenders shall be opened on the same day or on a subsequent day in the presence of such tenderers who may like to be present at the time of opening

No: SMVDIME/Civil/854/490

Dated: 04.09.2018

Chief Administrative Officer
Shri Mata Vaishno Devi Institute of Medical Excellence



#### Detailed Terms and Conditions of NIT No.: SMVDIME/Civil/854/490 Dated: 04.09.2018

- 1) For and cn behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Shri Mata Vaishno Devi Institute of Medical Excellence (An institute established by SMVDSB), invites sealed tenders in <a href="Two Bid Format">Two Bid Format</a> (Technical and Price bid), from eligible firms for the work namely "Providing & Fixing of Stainless Steel Railings and balance aluminum windows (frame and shutters) for the under construction Charak II Bhawan, at SMVDIME, Kakryal, as per the Bill of Quantities (BOQ) given in Annexure-A".
- 2) The successful tenderer will be required to accept all the terms and conditions of this NIT and also enter into an agreement with SMVDIME within 60 days from the date of award of the contract. All the conditions of this NIT (and any other condition as may be deemed necessary) shall form part of such agreement.
- 3) The tenderer shall have to submit Earnest Money Deposit of specified amount in the shape of a Term Deposit Receipt / Call Deposit Receipt of any nationalized / scheduled bank pledged to the Accounts Officer, Shri Mata Vaishno Devi Institute of Medical Excellence. There shall be no relaxation/ concession whatsoever to any tender in regard to the amount of EMD. Thus, any tender not accompanied by the EMD shall not be entertained and shall be outrightly rejected.
- 4) Tenderers shall be required to submit their offers in two bid format, whereby two envelops; detailed below shall have be submitted in separate sealed covers, to be further enclosed in one large envelop thereafter:
  - A. ENVELOP NO. 1 to be superscribed as "Technical Bid" should contain the following:
  - Background of the tenderer namely full name, postal address, contact number, authority letter for signing the tender documents.
  - ii) Copies of GST Registration / Income Tax Registration.
  - Earnest Money Deposit of the prescribed amount in the form of CDR / TDR pledged in favour of the Accounts Officer, SMVD Institute of Medical Excellence, Kakryal, Katra.
  - Tender Document containing general conditions of Contract and other annexure;
     each page of which shall be duly signed by the tenderer.
  - Demand draft towards cost of tender; in case of downloaded tender documents.
  - vi) Details regarding the brands / quality of materials proposed to be used in the execution of 'work'.
  - vii) Necessary documents in support of the Eligibility Criteria (specified below): -
    - Total Business Turnover in relevant field: Should be not less than Rs. 30.00 lakh (Rupees Thirty lakh) in any of the past 03 financial years i.e. FY 2015–16, FY 2016-17 & FY 2017-18 (copies of financial statements certified by a Charted Accountant or copies of the ITR shall have to be attached as proof of turnover).



- Business experience of similar nature: Should be not less than 05 years (copies of relevant documents to be attached).
- The experience of having executed atleast one single similar work valuing not less than Rs. 13.00 Lakh (or two separate similar works valuing more than Rs. 08.00 lakh each) during any one of the last 03 completed Financial Years. The Tenderer shall submit the Letters of Awards as also satisfactory Completion Certificates in this regard. The tenderers also need to note that for the purpose of determining eligibility under this clause, the works executed by them in any Govt. / Semi Govt. / Statutory Autonomous organization shall only be considered.

Note: In case a tenderer does not meet the above laid Eligibility Criteria, he shall be considered to be technically disqualified and the Price Bid of such tenderers shall not be opened.

- B. ENVELOP NO. 2 to be superscribed as "Price Bid" containing the "Price Bid" as per the format specified in Annexure-B.
- C ENVELOP NO. 3: The Envelop-1 and Envelop-2 stated above shall be further put in a single big envelope and superscripted as "Providing & Fixing of Stainless Steel Railings and balance aluminum windows (frame and shutters) for the under construction Charak II Bhawan, 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, SMVDIME, Kakryal Katra, Jammu & Kashmir should reach his office by or before the due date /time. 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 the office by or before the due date and time. In case last date for submission of tenders is declared as holiday, this date shall be deemed as the next working day. The tenders received after the scheduled date and time shall not be entertained.
- 6) 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 either 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 Committee which shall be intimated to the tenderers at their given contact number, as mentioned in the Technical Bid. The Envelope No. 1 i.e. the 'Technical Bid' shall only be opened first.
  - 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 Price Bids i.e. Envelope No. 2. It needs to be noted that the Price Bids of only such Tenderers shall be opened, who qualify as per the laid down Eligibility Criteria. The Price Bids of



# Tenderers who do not qualify in the Technical Bid shall not be opened in any case.

- 7) In case of unsuccessful bidders, their TDR/ CDR shall be released after the culmination of NIT process. However, the TDR/CDR of successful bidder shall be retained by SMVDIME till the execution of work and its acceptance by the Engineering Wing of SMVDIME.
- Before offering the sealed tenders, the bidders are advised to visit the site to acquaint themselves about the condition of site, its surroundings terrain, climate, availability of labour, power, water, communication facilities etc. at their own cost and risk. Later on no claim or any excuse shall be entertained on any account.

#### 9) Prices

- The rates quoted shall be net and F.O.R. i.e. inclusive of all charges, transportation, GST or any other tax / cot. No payment over and above the quoted rates shall be paid to the successful firm.
- ii) Nothing extra shall be payable on account of carriage including mechanical transport / head load, loading / unloading of materials, clearance of the site etc.
- iii) The allotted rates shall be final and binding. No extra payment shall be made to the successful tenderer on account of any escalation of material cost, transportation / labour charges, taxes etc. during the period of execution.
- iv) The 'deductions' on account of Statutory Liabilities' such as TDS, labour Cess etc., as applicable during the period of execution, shall be made from the bills of the vendor, while releasing the payment.
- 10) Time period / Penalty: The time of completion of the work in all respects indicated in the tender notice (60 days) shall be reckoned from 7<sup>th</sup> day from the date of issuance of letter of award. For any delay, a penalty at the following rate (subject to a maximum amount of Rs. 0.50 lakh) shall be levied at the sole discretion of SMVDIME:
  - i) @ Rs. 10,000/- per (complete) week of delay for the first two weeks.
  - @ Rs. 15,000/- per (complete) week of delay for the next two weeks (3<sup>rd</sup> & 4<sup>th</sup> week).
  - iii) In case the successful tenderer fails to complete the work even after delaying the work for 4 weeks from the stipulated date of completion, his / her EMD shall be forfeited, and balance work shall be executed / got executed at the firm's risk and cost.
- 11) Incomplete / conditional tenders will not be accepted. Similarly, the tenderer are also not allowed 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 EMD of such tenderer shall be forfeited.
- 12) SMVDIME 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.

- 13) The material quoted-for should conform to the specifications / brands specified in the Bill of Quantities (BOQ). Similarly, the material supplied by the successful vendor shall be checked/ inspected by the quality cell/ inspecting team of SMVDIME and if found of inferior quality/defective, the same shall be rejected. The rejected material shall have to be lifted by the supplier at his own risk and cost within a week's time failing which slorage charges @ Rs. 2000/- per day shall be levied at the discretion of the Competent Authority. Further, the SMVDIME shall also not be responsible for any loss or damage to the material if not lifted within the specified time.
- 14) The contractor shall provide proper and adequate, storage facilities to protect all the materials and equipment including those issued by OWNER against damage from any cause v/hatsoever.
- 15) The successful bidder shall have to execute the entire job under the supervision and to the best satisfaction of Engineering Wing, SMVDIME.

#### 16) Labour

- a) The contractor shall deploy its labour in sufficient numbers to maintain the required pace and quality to ensure workmanship of the required extent and to the satisfaction of Engineering Wing, SMVDIME.
- In connection with the execution of work, the contractor shall not deploy any person who has not completed eighteen years of age.
- c) All the workers / employees deployed by the contractor shall be considered as the contractor's liability in all manners and the SMVDSB / SMVDIME shall not be liable in any manner whatsoever to any claim / dispute arising in connection therewith.
- d) The contractor shall indemnify and keep indemnified the SMVDSB / SMVDIME against: -
  - Any claim arising out of loss/damage to the life /property of workmen engaged by the contractor during execution of the work.
  - Any claim arising out of third party loss/damage to the life /property caused during the execution of the work.
- Handover requirements: Upon successful execution of allotted work, the same shall be handed over to the Engineering Wing, SMVDIME in proper condition. The handover / takeover shall be duly documented and recorded alongwith the inventory of materials handed over. It is to be noted here that the date of takeover by the Engineering Wing shall be considered as the date of completion of the 'work'.
- 18) Variation of Quantities: The quantities indicated in the BOQ are only indicative and the same may actually increase or decrease. The successful tenderer to whom the work is allotted shall be bound to execute the work as per actual requirement at the discretion of SMVDSB and no change in rates on this account shall be entertained. The payment to the successful vendor shall be based on the actually executed quantities against certificate to be issued by the Engineering Wing of SMVDIME. However, in case of exceeding of BOQ quantities by more than 15%, prior written approval of the competent authority shall be compulsory.
- 19) Cost of Tests: In case of any doubt, it shall be upto the vendor to establish the quality of material used / workmanship. In case the contractor is not able to establish the same.

the Engineering Wing, SMVDIME may opt for appropriate tests to be conducted in any laboratory of choice before the final acceptance of 'work'. The cost of preparing samples and carrying out such tests will be borne by the vendor.

- 20) Liability for damage Defects or imperfections and rectifications thereof: If the contractor or his workmen or employees shall injure or destroy any part of the building, road, fence etc contiguous to the premises on which work or any part of it is being executed or if any damage shall happen to the work while in progress, the contractor shall upon receipt of the a notice in writing, make the same good at his own expense.
- Warranty / Defect Liability Period (DLP): The complete 'work' (materials used / workmanship) shall carry a Warranty / Defect Liability Period of 12 months from the date of handover of the same to the Engineering Wing. The contractor shall have to provide a written certificate in this regard. All complaints under the DLP shall have to be attended by the contractor within 72 hours of getting intimation from the Engineering Wing of SMVDIME or else, the same shall be got redressed by alternate means at risk and cost of the contractor.

### 22) Validity of the offer

The offers submitted against this NIT shall be valid for a period of 60 days from the specified date of opening of the tenders.

### 23) Terms of Payment: -

- The payment shall be made to the contractor against Running Amount (RA) bills raised in accordance with the Physical Progress of work and duly certified by the Executive Engineer, IME, in the following manner: -
  - 10% amount shall be retained from out of due payment against each RA Bill of the contractor.
  - Total amount released in favour of the contractor against the RA bills (including Statutory deduction) shall never exceed 90% of the actual work executed on ground.
  - The balance 10% payment shall be released after successful expiry of DLP period of 12 months. This installment can also be released earlier against a Performance Bank Guarantee of equivalent amount valid till the DLP period.

## 24) Right of Acceptance

- i) The competent authority of SMVDIME does not bind itself to accept the lowest or any tender in full and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered and the bidder shall execute / supply the same at the quoted rate.
- ii) If deemed necessary, the competent authority may split the work among the two qualified bidders for speedy completion of work, on the lowest rate offered by the L-1 bidder.
- iii) The Shri Mata Vaishno Devi Institute of Medical Excellence reserves the right to reject or accept any tender without assigning any reason what so ever and also reserves the right to re-tender at its sole discretion.

25) Force Majeure

If during the currency of contract, there is any out break of war, which whether financially or otherwise affect the execution of the contract, the tenderer unless contract is terminated under provision of this clause shall make his / her best efforts to complete the contract. However after outbreak of such war, Shri Mata Vaishno Devi Institute of Medical Excellence shall be entitled to terminate the contract at any time by giving notice n writing. Force Majure is hereby defined as a clause which is beyond the control of SMVDSB / Tenderer and which consequently affects the performance of the contract.

- 26) Arbitration: Any dispute or difference what so ever arising between the parties relating to the work shall be submitted for arbitration to an arbitrator to be nominated by Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra. The venue of the Arbitration shall be at Jammu.
- 27) <u>Jurisdiction</u>: 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.

-sd-Chief Administrative Officer, SMVDIME

Sig. of Tenderer





## SHRI MATA VAISHNO DEVI INSITUTE OF MEDICAL EXCELLENCE, KAKRYAL (KATRA) - 182320

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

# Annexure - 'A'

## Bill of Quantities (BOQ)

Name of Work:- "Providing & Fixing of Stainless Steel Railings and balance aluminum windows (frame and shutters) for the under construction Charak - II Bhawan, at SMVDIME, Kakryal".

(the rate / amount coloumns to be filled by the bidder)

S.No.	Particulars	Qty	Unit	Rate	Amount
1	Providing, fixing and installation of Stainless Steel (Grade 304) knock down railing system for stair case comprising of 50 mm dia Handrail on 40 mm dia .S.S Round baluster at maximum 600 mm c/c & along with 3 Nos 16 mm dia mid rails (as shown in draw ngs enclosed) connected at the side of baluster with fixtures. The balustrade would be fixed into floor using proper supporting system with fasteners/ chemical, which ever required as per the directions of Engg incharge. Railing should be tested for appropriate load testing criteria as per standards. Wall thickness of all S.S pipes shall be taken as 1.5 mm along with all visible components developed in High Grade S.S and whenever required, joints to be filled with bushings for extra strength. Railing height to be taken @ 915 mm from floor level (only finished length) (Including all fixtures and fittings) of the railing shall be measured for payment	60	Rmt.		
2	Providing, fixing and installation of Stainless Steel ( Grade 304) knock down railing system for balconies comprising of 50 mm Handrail fixed on 40 mm dia S.S Round baluster at maximum 1200 mm c/c along with 2 nos 16 mm dia mid rails connected at the side of baluster with fixtures, 12 mm dia mid rails @ 100 mm c/c connected at the top and bottom of 16 mm dia mid rails. The balustrade would be fixed on the make up level of the balconies using proper supporting system with fasteners/ chemical, which ever required as per the directions of Engg incharge. Railing should be tested for appropriate load testing criteria as per standards. Wall thickness of all S.S pipes shall be taken as 1.5 mm along with all visible components	275	Rmt		

	developed in High Grade S.S and whenever required, joints to be filled with bushings for extra strength.  a) Railing height to be taken @ 1012 mm from floor level. Only finished length (including all fixtures and fittings) of all railing shall be measured for payment.			
3	Providing, fixing and installation of Stainless Steel Grade (304) vertical starter post (Master Baluster) 75 mm dia as per drawings and approved by Engineer-Incharge at the start of the railing.	1	Rmt.	
4	Providing and Fixing partially fixed and partially openable windows/doors with stainless steel wire mesh shutters for the openable area, powder coated to 50-60 microns Aluminium extruded sections of approved make from Jindal/Bhoruka/Hindalco as per drawings and glazing with 5 mm thick glass confirming to IS-733 and IS-1285 comprising of 6063 alloy and tempering T-6. The section mentioned below are indicative only for the size and running metre weight. However any equivalent section from any of the extruder mentioned above can be used. Outer frame sections BH-9093 with an average weight of 1.08 kg/mt, Mullion section as BH-9092 and with an average weight of 1.672 kg/mt, openable shutter section BH-8073 with an average weight of 0.586 kg/mt, door section as BH-0038 with an average weight of 1.05 kg/mt and aluminium snap on beading for openable window as BH-8074 with an average weight of 0.15 kg/mt and snap on beading for openable door as BH-8602, with an average weight of 0.26 kg/mtr or ecuivalent complete in all respects including perimeter sealant from Dow corning, Handles, Stays, Locks, Tower Bolts, Hinges and other accessories required as per architectural drawings and the directions of Engineer in charge including necessary scaffolding if required to complete the job.	150	Sqm	

-sd-Chief Administrative Officer, SMVDIME

Signature of Tenderer





# SHRI MATA VAISHNO DEVI INSITUTE OF MEDICAL EXCELLENCE, KAKRYAL (KATRA) - 182320

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

	Price Bid
Name	of Tenderer:
Amou	int of CDR with number and date:
То	The Chief Administrative Officer, Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal, Katra.
Sir,	
	from M/s
for th	hereby submit my tender for "Providing & g of Stainless Steel Railings and balance aluminum windows (frame and shutters) ne under construction Charak - II Bhawan, at SMVDIME, Kakryal" for a total price deration of Rs/- (Rupees/- (
COITS	),
as pe	er the (duly filled BOQ) sheet attached to my tender.
acce	I further affirm that I have read and fully understood the tender Notice and agree to by all the terms and conditions laid herein, which are being signed in token of my ptance. In case, I fail to abide by the conditions or to carry on the contract to the entire faction of SMVDIME, I will be liable to the penalties mentioned in the terms and itions.
	Yours faithfully,
	Signature
	Name of Tenderer
	M/S







