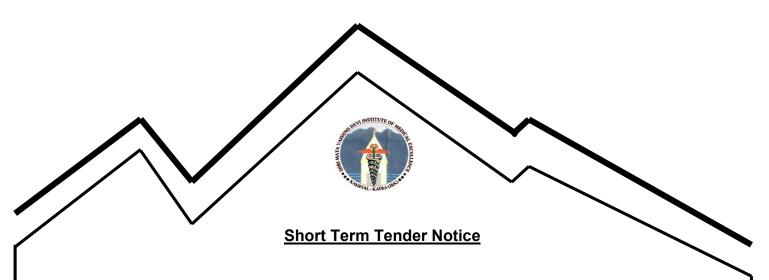


BID DOCUMENT

For

Providing and Fixing 3mm thick Embossed-Diamond Bronze Shade Poly Carbonate Sheet over already constructed prefabricated structure, complete job, on the back side of U.G. Hostel Blocks I & II of SMVDCoN, Kakryal.

> -Sd-EXECUTIVE ENGINEER SMVDIME, KAKRYAL



For and on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, **Executive Engineer**, **SMVDIME**, **Kakryal**, **Katra** invites sealed tenders on prescribed format, affixed with revenue stamps worth Rs.6/– and accompanied with Earnest Money Deposit (EMD) of prescribed amount, in the shape of CDR / TDR pledged to the Chief Accounts Officer, SMVDSB, Katra, from the eligible firms/ contractors for the following work:—

S. No.	Description of Work	Approx. Cost	Completion Time	EMD	Eligible Contractors
1	Providing and Fixing 3mm thick Embossed-Diamond Bronze Shade Poly Carbonate Sheet as per approved make over already constructed prefabricated structure, complete job on the back side of U.G. Hostel Blocks I & II of SMVDCoN, Kakryal.	7.25 Lakhs	15 Days	14500.00	Registered Contractors with Govt. Deptt./PSU, SS Units registered with Industries Deptt./Fabricato rs having expertise in such works.

The Bid Documents containing detailed terms and conditions can be obtained on any working day from the Office of the Executive Engineer, SMVDIME Kakryal, Katra against payment of Rs. 200.00 (Non-transferable and non-refundable) in the shape of Demand Draft favouring Chief Accounts Officer, SMVDSB and payable at Katra. The Bid Documents can also be downloaded from the website www.maavaishnodevi.org. In case of downloaded Tender Form, the cost of Tender Documents in the shape of Demand Draft favouring Chief Accounts Officer, SMVDSB, Katra must accompany the Tender.

No: SMVDIME/EE/T/11 Dated: 06.06.2019 -Sd-Executive Engineer SMVDIME, Kakryal Katra

A. GENRAL INSTRUCTIONS TO BIDDER

1 Scope of Bid

- 1.1 ON behalf of Chairman SMVDSB, the Executive Engineer SMVDIME, Kakryal invites bids for the construction of works (as described in this document and referred to as "the works"). The name and identification number of the work is provided in the Appended NIT. The bidders may submit bids for the work detailed in the table given in the Notice Inviting Tender.
- 1.2 The successful Bidder will be expected to complete the work mentioned in the NIT by the intended Completion period specified in the NIT and shall rectify all the defects during defect liability period.
- 1.3 Throughout these documents the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Qualification of the Bidder

In order to qualify, the bidder shall provide the following documents

- i) Registration Card duly renewed for the current financial year 2019-2020 in case of contractors/ Registration certificate in case of SSU/PSU.
- ii) GST registration certificate along with latest returns of GSTR-3B.
- iii) PAN Card.
- iv) CDR/FDR of Rs 14500/- from any nationalized/scheduled Bank pledged to Chief Accounts Officer, SMVDSB, Katra. There shall be no relaxation in the EMD amount for the SS Units.
- v) Cost of Tender Document in shape of Demand Draft amounting to Rs 200.00 drawn in favour of Chief Accounts Officer, SMVDSB, Katra in case the tender has been downloaded from website of SMVDSB. The hard copy of tender document can also be purchased from the office of Executive Engineer against the Demand Draft as mentioned above.
- vi) An affidavit that the information provided in the submitted bid is correct.
- vii) In case any document mentioned above is deficient, the bid shall be declared non-responsive.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representations in the forms, statements, affidavits duly attested by magistrate and attachments submitted in proof of the qualification requirements: and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc

3. One Bid per Bidder

Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid shall be declared non-responsive.

4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case be responsible or liable for those costs.

5. <u>Site Visit</u>

The Bidder, at his own cost, responsibility and risk is required to visit, examine and familiarise himself with the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidder's own expense. He may contact the Executive Engineer/Assistant Executive Engineer incharge of work for any guidance relating to site visit.

B. BIDDING DOCUMENTS

6. Content of Bidding Documents

The set of bidding documents comprises the documents listed below:-.

- 1. Notice Inviting Tender.
- 2. Instruction to Bidders.
- 3. Bid Data Sheet.
- 4. General conditions of Contract.
- 5. Particular condition of Contract.
- 6. Bill of Quantities.
- 7. Bidding documents can also be downloaded from SMVDSB website www.maavaishnodevi.org.
- 8. The bidder is expected to examine carefully all instructions, conditions of contract, terms and specifications, bill of quantities, etc in the Bid Document. Failure to comply with the requirements of Bidding Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bidding Documents, shall be rejected.

9. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Facsimile (Fax) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 05 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

To give prospective bidders reasonable time to take an addendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids.

11. Preparation of Bids

Language of Bid is English

12. Documents Comprising the Bid

- a) The bid shall be submitted by the Bidder in Hard copy duly signed and stamped in a single envelope superscripted with the Name of work, NIT no:, Last Date of submission of bid, Name of the bidder, Contact No. of the bidder and email id of the bidder.
- b) The EMD and Cost of Tender document shall be enclosed in a separate envelope marked with name of bidder and name of work kept in the main envelope.
- c) Tender document duly signed and stamped by the bidder.
- d) All documents listed in Clause 2, Qualification of Bidder.
- e) Price bid in the specified format only duly signed and stamped by the bidder in a separate sealed envelope kept in the main envelope.

13. Bid Prices

- 13.1 The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall adopt item rate only.
- 13.3 All duties taxes excluding GST, royalties and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidder. The GST component shall be added at the end of price bid as mentioned in the Price bid format.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

14 Currencies of Bid and payment.

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of forty five (45) days after the deadline date for bid submission.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with clause 16 of ITB in all respects.

16 Earnest Money

- 16.1 The bidder shall furnish, as part of the Bid, earnest Money as mentioned in above NIT.
- 16.2 The earnest money shall, at the Bidder's option, be in the form of CDR/FDR of a scheduled commercial bank.
- 16.3 Any bid not accompanied by Earnest Money shall be rejected by the Employer as non-responsive.
- 16.4 The earnest money of unsuccessful bidders will be returned within 30 days of the allotment of contract.
- 16.5 The earnest Money of the successful Bidder will be released after successful completion of the defect liability period subject to removal of all defects if any and the work certified by the Engineer- in- charge as completed in all respects.

C. SUBMISSION OF BIDS

17. Bids shall be submitted before deadline mentioned in Bid Data Sheet.

18. Deadline for Submission of Bids

The Bid must be submitted by Speed Post/Registered Post/Courier only at the venue, time and date mentioned in Bid data Sheet provided in the bid document.

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

D. BID OPENING AND EVALUATION

19. Bid Opening

The Employer will open the bids received in the presence of the bidders/bidder's representative who choose to attend at the time, date and place. In the event of the specified date for the submission of bid being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

At the time of the opening of the "Financial Bid", the names of the bidders whose bids were found responsive will be announced & the financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

20 Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

21. Clarification of Bids and Contacting the Employer

No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

22 Examination of Bids and Determination of Responsiveness

During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid is accompanied by the EMD and cost of Tender Document and is substantially responsive to the requirements of the other bidding documents as mentioned in Clause-2 (Qualification of Bidders).

A subsequently responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one(a) which affects in any substantial way, inconsistent with the bidding documents, the employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a "Financial Bid" is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by corrections or withdrawal of the nonconforming deviation or reservation.

23 Conditional Bids

The conditional bids shall be outrightly rejected and declared non-responsive.

GENERAL CONDITIONS

- 1. Time is essence of the contract. The total time allowed for completion for the work is only 30 days which shall be reckoned from the 7th day of the issue of the allotment.
- 2. In case of firm/contractor fails to start the work within the stipulated time, a notice sent through e-mail to the firm/contractor at its / his e-mail for non start of the work that amounts to the breach of the contract will be sufficient to windup or cancel his contract even if the notice is not received by the firm / contractor in hard copy because of incomplete / wrong address as long as it is the same as mentioned on the registration card.
- 3. The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening without assigning any reason thereof. The allotting authority in view of the exceptional circumstances reserves the right of granting the contract to any of the tenderer if deems proper in the interest of the work of course at the lowest received rates without assigning any reason thereof.
- 4. The department may execute the work left by the contractor at the risk and cost of the contractor. Any additional amount involved for execution of work shall be recovered from the contractor's performance security and security deposit.
- 5. The contractor / firm will abide by all prevailing labour laws and will be personally responsible for any causality/ eventually/accident during the period of contract.
- 6. The quantities advertised in the rate list are approximate and based on tentative estimates, which can be increased or decreased by up to 25% as per necessity at site and the rates allotted shall hold good for the variation in the quantities.
- 7. The watch and ward of all Material/Machinery shall be the responsibility of Contractor/Agency.
- 8. No extra lead, lift or carriage if involved shall be paid other than what has been advertised in the rate list even if, it is involved at the site of work. The intending contractors/ agencies are advised to inspect the site of work and keep in view the actual conditions prevailing at site before tendering for the work.
- **9.** Nothing extra shall be paid on account of loading/unloading/local handling of material at site of work.
- 10. Security deposit shall be deducted @ 10% from each bill. The same shall be refunded after the completion of defect liability period and after all defects certified to have been removed The certificate to this effect shall be issued by the Executive Engineer. Any repairs if required to be got executed for defective work shall be done by the contractor at his cost during defect liability period.
- 11. The work shall have to be completed by the contractor within stipulated time period mentioned in the Bid data Sheet. Time is the essence of this contract. In case the work is not completed

by the contractor with in stipulated time period penalty @ 0.25% of contract cost per day shall be imposed on contract subject to max. 10% of contract value. This penalty shall be deducted from the bills of contractor/security deposit/EMD depending upon the amount of penalty imposed.

- 12. For any dispute between the contractor and the department, the <u>Chief Engineer SMVDSB</u> shall be the Dispute Resolution Authority, whose decision shall be final and binding upon both the parties. If the contractor is not satisfied with the decision of Dispute Resolution Authority, Chief Executive Officer shall be the arbitrator.
- 13. For any dispute between the contractor and department, the jurisdiction of Katra/Reaasi/Jammu Courts only will be applicable.
- 14. The department shall deduct 1% cess on cost of construction and deposit the same with the J&K Building and Other Construction Workers Welfare Board (Labour Department) under the provision of law in order to avoid any legal proceedings.
- **15.** Income Tax shall be deducted as applicable under rule.

16. Insurance

The contractor shall ensure procurement of insurance policies to cover following:-

- 1. Insurance for works and contractors equipment.
- 2. Insurance against injury to persons and damage to properties.
- 3. Insurance for contractor's personnel.
- 4. Third Party Insurance.
- 5. SMVD Shrine Board shall not be in anyway liable on this account.

(Executive Engineer) SMVDIME, Kakryal

Section 2

Bid Data Sheet

BID DATA SHEET

Information

No. of Invitation for Bid (IFB) is:

The Name of work is: Providing and Fixing 3mm thick Embossed-Diamond Bronze Shade Poly Carbonate Sheet as per approved make over already constructed pre-fabricated structure, complete job on the back side of U.G. Hostel Blocks I & II of SMVDCoN, Kakryal.

The Employer is: Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra or any other officer authorized by the Chief Executive Officer.

The Engineer: Executive Engineer, SMVDIME, Kakryal or any other officer designated as Engineer by the Employer any time during the currency of contract.

Time of completion is: 30 days, which shall be reckoned from 7th Day of issue of LOA.

For clarification purpose, Please contact: Executive Engineer, SMVDIME, Kakryal Katra.

Name: Mr. Shakti Sagar

Address: Office of the Executive Engineer, SMVDIME, SMVDNSH Complex Kakryal

Katra

Email: smvdime@maavaishnodevi.net

Mobile:9419141551

Only One bid per bidder: Each Bidder shall submit only one bid for the work. A Bidder who submits more than one bid will be declared as non responsive.

The units and rates in words and figures shall be type written only.

Bid validity period is 45 days from the last date of bid submission date.

Bidder shall furnish a bid security in the amount of Rs.14500.00 in the shape of FDR/CDR from any scheduled bank approved by Reserve Bank of India pledged in the name of Chief Accounts Officer, SMVDSB Katra.

Validity of Bid security shall be 30 days beyond the date of validity of bid. (75 days from the last date of submission of bids)

For Bid submission, the employer's address is:

Office of the Chief Engineer, SMVDSB, Kalika Dham Building, Railway Road, Near Railway Station Jammu. Pin code:180012

The dead line for submission of Bid is

Date: 15.06.2019 Time: 14:00 Hrs

Opening of Technical Bid shall take place;

Date: 15.06.2019

Time: 15.00 Hrs or any other date as convenient to the Employer. In case of Change of date, the bidder shall be informed accordingly.

Venue: Office of the Chief Engineer, SMVDSB, Kalika Dham Building, Railway Road, Near Railway Station, Jammu.

Financial bids of only those bidders shall be opened on the same day of opening of technical bids who have submitted the documents specified in Clause 2 of General Instructions to Bidder.

(Executive Engineer) SMVDIME, Kakryal

Particular Conditions of Contract

Section - 6 Particular Conditions of Contract

The following Particular conditions of Contract (PCC) shall supplement the general conditions of Contract (GCC). Whenever there is a conflict, the provisions here in shall prevail over there in GCC.

Part A- Contract Data

Subject	Data				
Right of Access to site	Within 07 days of issue of LOA to the contractor				
Engineer	The Engineer shall be Executive Engineer,				
	SMVDIME-Kakryal or any other office designated				
	as Engineer by the Employer any time during the				
	currency of contract.				
Time of Completion	30 days which shall be reckoned from 7th day				
	from the date of issue of LOA.				
Defect Liability period	Defect liability period shall be for three months				
	from completion of work in all respects or till all				
	the identified defects have been rectified to the full				
	satisfaction of the Executive Engineer which ever				
	is later.				
Completion of the	The contract will be considered to be complete				
contract	only after completion of the work, completion of				
	all remedial work, cleaning of site and handing				
	over works to SMVDSB.				
Retention Money/	Retention money/ Security Deposit shall be				
Security Deposit	deducted @ 10% from each bill. The same shall be				
	released after the completion of the period as				
	specified in Defect liability				
Dispute Resolution	Sh. M.M Gupta, Chief Engineer SMVDSB.				
Authority					

(Executive Engineer) SMVDIME, Kakryal

Bill of Quantities (B.O.Q)

Name of Work:- "Providing and Fixing 3mm thick Embossed-Diamond Bronze Shade Poly Carbonate Sheet over already constructed pre-fabricated structure, complete job on the back side of U.G. Hostel Blocks I & II of SMVDCoN, Kakryal.

S.No	Description of Item	Qty	Units	Rate to be quoted (in Rs)	Amount
1	Providing and Fixing 3mm thick Embossed-Diamond Bronze Shade Poly Carbonate Sheet "Make PClite" over already constructed prefabricated structure, complete job including cost of all fixtures, labour, carriage & taxes etc.	353.00	sqm		
	Total				
	Add GST@%				
	Grand Total				

Note: Rate to be quoted in words & figures, in case of any discrepancy between the two, the lesser one will be considered for calculation of amount.

Signature of the Bidder