

GOVERNMENT OF UTTARAKHAND

TENDER NO: GMVN-PROJECT KEDARNATH -3

DATE OF PUBLISHING: 30 MARCH 2018

TENDER DOCUMENT

For

**SUPPLY OF MATRESSES & FOOT MAT FOR 10 BEDED 200 NOS PVC
WATER PROOF TENTS AT SHRI KEDARNATH DHAM DISTT.
RUDRAPRAYAG, UTTARAKHAND**

GARHWAL MANDAL VIKAS NIGAM LTD

**Office: 74/1, RAJPUR ROAD, DEHRADUN – 248001
(UTTARAKHAND)**

**Tele: 0135-2742171, Fax: 0135-2742171,
email: gmvnengg@gmail.com**



Signature of the Bidder with Seal

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Signature of the Bidder with Seal

SECTION – I
INVITATION FOR TENDERS

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SECTION – I
INVITATION FOR TENDERS
(E-Procurement)

Tenders are invited by Deputy General Manager (Project), Garhwal Mandal Vikas Nigam Limited, 74/1 Rajpur Road, Dehradun (Uttarakhand), from eligible bidders by themselves or through their authorised agents, supply, delivery, and commissioning for **SUPPLY OF MATTRESSES & FOOT MAT FOR 10 BEDED 200 NOS PVC WATER PROOF TENTS AT SHRI KEDARNATH DHAM DISTT. RUDRAPRAYAG, UTTARAKHAND**

as per the detailed specifications. The tender particulars are given under:

Sl. No.	Brief description of work	Completion Period	EMD/ Bid Security (Rs).	Cost of Tender Doc. (Rs.)
1	SUPPLY OF MATTRESSES & FOOT MAT FOR 10 BEDED 200 NOS PVC WATER PROOF TENTS AT SHRI KEDARNATH DHAM DISTT. RUDRAPRAYAG, UTTARAKHAND	15 Days	2% of Tender Amount	Rs 4000.00 + Rs. 720.00 (GST) Total Cost Rs. 4720.00 (Rupees Four thousand seven hundred Twenty only)

1.0 Interested bidders may obtain further information and inspect the bid documents at the office of The Dy.General Manager (P) at the address given below:

The Deputy General Manager (Project),
Garhwal Mandal Vikas Nigam Limited,
74/1 Rajpur Road,
Dehradun (Uttarakhand)
(Tel. No: + 91-135-2742171, Fax No: + 91-135-2742171)

2.0 a) The submission and down loading of bid is through e-tendering system of Govt of Uttarakhand. For submission of tender the bidder is required to have digital signature certificate (DSC) from the authorized Authorities. The bidder may visit the site www.uktenders.gov.in for detailed procedure of e-tendering system regarding submission of tender, EMD and cost of tender.

b)

Tender publishing date through E- tender	30.03.2018	1700 Hrs
Start date of downloading the tender	02.04.2018	1700 Hrs
Pre bid Meeting	06.04.2018	1100 Hrs
Start Date of bid Submission	08.04.2018	1500 Hrs.
Last Date for receipt of Bids	16.04.2018	1500 Hrs
Date of Opening the Bids- After	16.04.2018	1530 Hrs.

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- 3.0 Tender Fee (non refundable)
- a) Rs. 4720.00 (Rupees Four thousand seven hundred Twenty only)
 - b) Bidders are required to make an offline payment for the cost of bidding document. Online bids must be accompanied by the electronic scanned copy of the demand draft of the amount as mentioned above in favour of Dy. General Manager(Project), Garhwal Mandal Vikas Nigam Ltd., Dehradun.
 - c) The Original copy of demand draft of the fee of the bidding document must be submitted to the Dy. General Manager(Project), Garhwal Mandal Vikas Nigam Ltd., Dehradun on or before the date mentioned in the tender schedule.
- 4.0 The last date of submission of bid on 16.04.2018 upto 1500 hours. The relevant documents must be submitted in GMVN office on or before deadline accompanied with Earnest Money Deposit/ Bid Security, cost of tender etc. as indicated in the Bid document.
- 5.0 Bids will be opened in presence of the Bidders' representatives who chose to attend at 15.30 hours on 16.04.2018 at the office mentioned above. In case of unscheduled holiday on the closing/opening day of the tender, the next working day will be treated as scheduled prescribed day for closing and opening of the tender, the time notified remaining the same.
- 6.0 Bids submitted by the bidders who do not meet the qualification requirements as required or whose bids are not valid and open for acceptance for a period mentioned in the bid document from the date of opening of tender, will be rejected.
- 7.0 The submission of tender document by bidder will not automatically mean that the bidder is qualified for the Award of contract. The bidders will be required to fulfill the qualification criteria given in the tender document before being considered eligible for award of contract. No condition/ Deviation which is either additional or in modifications the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid shall be rejected.
- 8.0 Income tax, and all other taxes shall be deducted from each bill of the contractor as per prevailing Government Rules.
- 9.0 The bidder have to quote the item rates including GST and other taxes levied by the State/ Central Government time to time.
- 10.0 In case of any discrepancies, the provisions of this Invitation for Tenders shall take precedence over all the bidding documents.

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- 11.0 The tender document is not transferable.
- 12.0 Bidders are required to submit the tender through e tendering system. The relevant documents shall be received by post/ courier/through representative provided that the bid is received before the stipulated date and time, in office of Garhwal Mandal Vikas Nigam Limited, 74/1 Rajpur Road, Dehradun (Uttarakhand). Garhwal Mandal Vikas Nigam Limited shall not be held responsible for the delay/ non-receipt of the document.
- 13.0 The Tender No., name of the work and the bidders address shall be super scribed on the sealed envelopes.
- 14.0 Purchase preference shall be considered as per prevailing Government rules.
- 15.0 Garhwal Mandal Vikas Nigam Limited does not bind themselves to accept the lowest or any offer or to give reasons for their decision. Garhwal Mandal Vikas Nigam Limited also reserves the right to reject or accept without assigning any reason.
- 16.0 The period of completion of work in all respects is 30 days from the date of start as per contract bond.
- 17.0 The bidder should be an authorized distributor/ dealer of original manufactures/ Govt. Supplier. A certificate to this effect will be submitted by the bidder.
- 18.0 The bidder have to submit samples of all materials along with tender.
- 19.0 The materials varying from approved samples will not be accepted at the time of supply.

Dy. General Manager (Project)
Garhwal Mandal Vikas Nigam Limited.

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SECTION – II
INSTRUCTIONS TO TENDERER

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SECTION – II INSTRUCTIONS TO TENDERER

A. INTRODUCTION

1.0 GENERAL INSTRUCTIONS

Dy.General Manager (Project), Garhwal Mandal Vikas Nigam Limited (GMVNL), 74/1 Rajpur Road, Dehradun (Uttarakhand), (hereinafter referred as Client), invites sealed tenders/bids from eligible bidders for **SUPPLY OF MATTRESSES & FOOT MAT FOR 10 BEDED 200 NOS PVC WATER PROOF TENTS AT SHRI KEDARNATH DHAM DISTT. RUDRAPRAYAG, UTTARAKHAND**

- 1.1 as per the technical specification enclosed at **Section –IV** of the bid document.
- 1.2 All information in the offer must be in English.
- 1.3 This tender have number of two cover system, first is Technical Bid and other is Financial Bid. After qualifying the technical bid , financial bid will be opened.
- 1.4 Each Bidder shall submit only one Bid for a work. In case a bidder who submits more than one bid for a work or if a Joint Venture partner is found to have participated in more than one JVs for the same work, it will cause the bids of all JVs/ Bidder disqualified.
- 1.5 The bidder should submit the certificate regarding the originality of products issued by Original manufacturer/ Distributor/ Dealer.

2.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his bid, and Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 SITE VISIT

The Bidder must visit and examine the Site of works and its surroundings before bidding under intimation and approval from the office and obtain/ascertain for himself on his own responsibility and cost, all information that may be necessary for preparing the bid and entering into a contract execution.

B. THE BIDDING DOCUMENTS

4.0 CONTENT OF BIDDING DOCUMENTS

- 4.1 The Scope of work, bidding procedures and contract terms are stipulated in the Bid form and Price Schedules, Bidding Documents and shall include along with its enclosed Annexure:-
 - i. Invitation for Tenders
 - ii. Instructions to Tenderer
 - iii. Conditions of Contract

Signature of Bidder with seal

- IV. Technical Specifications
- V. Check list
- VI. Proforma & annexure.

4.2 The bidder should examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his bid.

C. PREPARATION OF BIDS

5.0 BIDDER REQUIREMENTS:

5.1 The bidder should be an authorized distributor/ dealer of original manufactures/ Govt. Supplier. A certificate to this effect will be submitted by the bidder.

5.2 The bidder should have PAN and GST number and submit the photocopy of PAN and GST registration along with the technical bid.

6.0 DOCUMENTS FOR SUBMISSION

Following documents needs to be submitted along with the Bid:

- i) Original Tender document and the photocopy of the attached documents duly signed on each page by the Authorized representative of the firm as token of acceptance of the terms and conditions therein.
- ii) Bid security / Earnest Money Deposit,
- iii) Cost of Tender form.
- iv) Bidder Details- Proforma 1
- v) Letter of submission of tender – Proforma 2
- iv) Check list as per Section V.
- vi) All formats and statements duly filled in.
- vii) Affidavit of the bidder on Rs. 100.00 Stamp paper regarding validity of tender and certification of the documents.

7.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

7.1 The Bidder shall provide Earnest Money Deposit / Bid Security for the amount indicated in Section-I: Invitation for Tenders in the form of F.D.R. / C.D.R. in favour of **Dy.General Manager (Project), G.M.V.N. Ltd., Dehradun** from a Nationalized / Scheduled Bank in India.

7.2 If the Bidder withdraws / amends his bid for any reason during its validity, the bid security shall be forfeited. Failure to submit bid security would lead to rejection of offer.

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7.3 No interest will be payable by the Client on the Bid Security/ EMD submitted by the Bidder.

7.4 The EMD of unsuccessful Bidder shall be returned by the Client within one month of award of contract.

7.5 The Earnest Money/Bid Security shall remain deposited with the Client for the period of 90 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit/Bid Security duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Client.

7.6 Any tender not accompanied by Earnest Money Deposit / Bid Security in one of the approved forms is liable to be summarily rejected.

8.00 CURRENCY

Prices shall be quoted in the Indian currency.

9.00 PRICES

9.1 Prices quoted shall be F.O.R. at TRH Shri Kedarnath Dham District Rudraprayag Uttarakhand including all handling, loading & unloading, transportation, transit insurance etc.

9.2 Prices shall be inclusive of temporary permit, freight, insurance and all such costs. Prices shall remain firm and no escalation shall be permissible. All statutory taxes and duties, any other charges as applicable, shall be included in the offered price.

10.0 VALIDITY OF OFFER

The offer shall be kept valid for acceptance for a minimum period of **Ninety (90)** Calendar days from the date set for opening of tenders.

11.0 FORMAT AND SIGNING OF BIDS

11.1 The documents that are to be sent to the office physically other than those submitted through e-tendering are Cost of Tender document and Bid Security.

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D. SUBMISSION OF BIDS

12.0 BID SUBMISSION

Through e-tendering system on the website **uktenders.gov.in**

DEADLINE FOR SUBMISSION OF BIDS

- 12.1 Bids must be uploaded on time and all document that are to be sent physically should be received by the Client at the address mentioned above, within the date and time of bid submission indicated in the Section-I: Invitation for Tenders.
- 12.2 Any bid received after the deadline for submission of bids, will be rejected and returned unopened.
- 12.3 Bids submitted through E-mail or facsimile will be summarily rejected.
- 12.4 Bids will be submitted through e-tendering on the web site www.uktenders.gov.in only

13 MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received prior to the deadline prescribed for submission of bids. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy by post, not later than the deadlines for submission of bids
- 13.2 See the bidders manual from the website uktenders.gov.in for rules related to e-tendering for withdrawal or change in bid.
- 13.3 No bid may be modified subsequent to the deadline for submission of bids.
- 13.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval shall result in forfeiture of its Earnest Money Deposit/ Bid Security.

14 OPENING OF BIDS BY CLIENT

- 14.1 The tenders will be opened by the tender committee on the website only, in the presence of Bidders' representatives who choose to attend, at the place, date and time specified in the Section-I: Invitation for Tenders. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 14.1 The envelope containing the Bid document Fee and envelop containing the Technical Bid and Earnest Money Deposit and all the Documents required

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E. EVALUATION AND COMPARISON OF BIDS

15 PRELIMINARY EXAMINATION

- 15.1 The Client will examine the bids to determine whether they are complete in all respects, having any computational errors, documents have been properly signed, and bids are generally in order.
- 15.2 The Client may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 15.3 Prior to the detailed evaluation, the Client will determine the substantial responsiveness of each bid to the bidding documents. The Client's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 15.4 If a bid is not substantially responsive it will be rejected by the Client and may not subsequently be made responsive by the Bidder by corrections of non-conformity.
- 15.5 Price bid of only those bidders who have qualified in the technical bid shall be opened

16 CORRECTION OF ERRORS IN PRICE BID

- 16.1 PRICE BID will be checked and corrected for any arithmetical errors in computation and summation as follows:
 - 16.1.1.1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - 16.1.1.2 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will govern.
 - 16.1.1.3 If a bidder does not accept the correction of errors as outlined above, his tender will be rejected.

17 EVALUATION OF THE OFFERS

- 17.1 The tenders received will be evaluated to ascertain the best and lowest acceptable tender in the interest of the Client, as specified in the specifications and tender documents.
- 17.2 The **COMMERCIAL EVALUATION** will take into consideration the following:
 - i) Ex-works cost of basic equipment plus GST, Freight Insurance etc.

18 ACCEPTANCE OF TENDER AND SIGNING OF CONTRACT

Signature of Bidder with seal

- 18.1 The Client may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest tender or any tender.
- 18.2 Acceptance of tender will be communicated by Fax and Postal Letter for formal acceptance of tender. In case where acceptance is indicated by Fax or Postal Letter, the formal acceptance of tender will be forwarded to the Contractor as soon as possible, but the Fax or Postal Letter should be deemed to conclude the contract.
- 18.3 Within Seven (07) days of receipt of Acceptance advice, the successful bidder shall sign and date the contract as per and return it to the Client.

19 EFFECT AND VALIDITY OF OFFER

- 19.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Client for rejection of his offer. The Client shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Client.
- 19.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Client to the Bidder. While the offers are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting the Client by any means. If necessary, the Client will obtain clarifications on the offers by requesting for such information from any or all the Bidders, either in writing or through personal contact, as may be considered necessary. Bidders will not be permitted to change the substance of their offers after the offers have been opened.

20 GENERAL

The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

21 CHECK LIST

A check list has been included in Section – V of the bid document. This has been designed to help the Tenderers in submitting their offer in completeness. An incomplete offer is liable to be rejected. The Tenderers must fill this Check List and submit along with their offer in their own interest.

Signature of Bidder with seal

SECTION – III
CONDITIONS OF CONTRACT

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SECTION III CONDITIONS OF CONTRACT

1.0 DEFINITIONS

- 1.1 **'Client'** means Garhwal Mandal Vikas Nigam Limited, acting through the Dy.General Manager (Project) and shall include their legal representatives, successors and permitted assignees.
- 1.2 **'Contractor/Supplier'** shall mean the Bidder/ Tenderer whose bid has been accepted by the Client for the supply , erecting and commissioning of stores/ Plant & Equipment (PE) and award of work is placed and shall include his legal representatives, successors and permitted assigns unless excluded by the terms of the contract.
- 1.3 **'Contract'** means Contract entered into between the **Client** & the **Contractor/Supplier** through Letter of Award, together with the contract documents referred to therein, they shall include Letter of Award, Bid Invitation, Instructions to Tenderers, Conditions of Contract, Technical Specification, and the other conditions specified in the Advance Acceptance & Letter of Intent (LOI) and a formal agreement, if executed.
- 1.4 The **'Site'** shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out contract.
- .

2.0 DELIVERY

- 2.1 **SUPPLY OF MATTRESSES & FOOT MAT FOR 10 BEDED 200 NOS PVC WATER PROOF TENTS AT SHRI KEDARNATH DHAM DISTT. RUDRAPRAYAG, UTTARAKHAND, INDIA** within the delivery period mentioned in Invitation for Tenders; Section –I and Technical Specification; Section – IV,

3.0 PAYMENT TERMS

Payment shall be made as per the following schedule.

- 3.1 50% of Price BOQ as advance after signing the agreement against bank guarantee of the equal Amount.
- 3.2 80% of Price BOQ after successful supply of all materials at site (50 % advance payment shall be adjusted from IInd Installment.)
- 3.3 10% of price BOQ after successful completion of the work.
- 3.4 Balance 10% of price BOQ shall be released after third party verification.
- 3.5 The payments in Indian Rupees shall be made by Cheque/ Electronic Clearance System (ECS) on any Bank in India
- .

Signature of Bidder with seal

4.0 GENERAL TERMS AND CONDITIONS

1) Quantities given in the schedule'B' may be deleted or varied widely without entitling the contractor for any compensation in this respect.

2) All works shall be carried out strictly as per technical specification (Section IV)

3) Tax shall be deducted from gross amount of the bill as per Government of Uttarakhand norms.

4) Security / Retention money shall be deducted as per GPW form 9

5.0 TRANSPORTATION

Where the Contractor is required under the Contract to transport the material to a specified place of destination defined as the Project Site, transport to such place of destination in the Client's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract price.

6..0 INDEMNITIES

The supplier shall indemnify and keep the Client indemnified against all actions, proceedings claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies made under this agreement. Supplier shall at all times indemnify the Client against all claims which may be made in respect of Stores for infringement or any right protected by patent, registration of design or trade mark and shall take all risk accidents or damages which may cause a failure or the supply of the whatever cause arising and the entire responsibility for the sufficiency of all the means used by the supplier for the fulfillment of the contracts provided always that in the event of any claim in respect of alleged break of letter patent, registered design or trade marks being made against the Client the Client shall notify the supplier of the same and the Supplier should at his own expenses settle and dispute or conduct any litigation that arise there from and the Client will stand absolved of all responsibilities in that connections.

Signature of Bidder with seal

7..0 LIQUIDATED DAMAGES : As per GPW form 9

7..1 Due to exigency of work bidder has to complete the work within the completion period. However necessary time extension, if any, will be given under Force Majeure.

8..0 TERMINATION

8..1 TERMINATION FOR DEFAULT:

8..1.1 Client may, without prejudice for breach of contract, 3 days after written notice of default sent to Supplier, terminate this contract in whole or in part/s;

- i) If he fails to deliver full or part consignment with in the time period specified in the contract or any extension thereof granted by Client
- ii) If he fails to perform, any other obligations under the contract; or
- iii) If he, in either of the above circumstances, does not rectify his failure within a period as specified by Client after receipt of the default notice from Client.

8..1.2 In the event Client terminates the contract in whole or in part/s, pursuant to above, Client may procure, upon such terms and in such manner as it deems appropriate, equipment/ plant similar to those undelivered, and Supplier shall be liable to Client for any excess costs for such similar equipment/plant.

9..00 JURISDICTION

The contract shall in all respects construe and operative in conformity with Indian Law and subject to the Jurisdiction of Courts at Dehradun in India.

10..00 FORCE MAJEURE

Force Majeure shall mean unforeseeable cause/s beyond the control without the fault or negligence, including but not restricted to acts of God or caused by war, civil commotion, riots, mobilization, flood, epidemics, quarantine restrictions, freight embargoes and obstructions of navigation at port of exit or entry or acts of Governments.

11..00 REMOVAL OF REJECTED STORES

11..1 On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 15 days of the date of intimation of such rejection.

11..2 All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the period aforementioned, the Inspector/Inspecting Agency may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Client or Inspector may decide, or dispose of such stores at the Contractor's risk

Signature of Bidder with seal

and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Client shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit.

12..00 QUANTITY VARIATION

The Client reserves the right to increase or decrease the quantity offered by the successful Bidders at the rates & other terms and conditions offered by them. The Bidders are bound to accept the increase or decrease in the quantity under this clause at the time of placement of contract or during the currency of the contract. While operating this clause the quantity shall be rounded off to the nearest whole number.

Signature of Bidder with seal

SECTION-IV

TECHNICAL SPECIFICATION

1. Foam Mattresses with cotton cover :- Foam Mattresses should be 900 mm x 1800mm x 100mm size and 40 density complete in all respect as per direction of Engineer Incharge(minimum wt. of mattress should not be less than 6.250 kg without cover).
2. Turf foot mat:- Turf foot mat should be 4'x2' size, heavy quality complete in all respect as per direction of Engineer In-charge.

Signature of Bidder with seal

SECTION-V CHECK LIST

Note: The check list shall be duly filled in and submitted with the offer.

S No	Document	Yes	No
1	Have you purchased the original Tender/Bid Documents		
2	If downloaded from web site, enclosed the cost of tender document as per the Bid document)		
3	Have you submitted an Earnest Money Deposit (EMD)		
4	Have you submitted valid latest Income tax Clearance certificate & Copy of PAN.		
5	All the pages of Tender Documents have been signed by the authorized person under seal of the firm		
6	Have you quoted the rates in the prescribed proforma		
7	Have you quoted the entire bid price in Indian Rupees.		
8	Have you quoted the rates in both words and figures.		
9	Have you kept your offer valid for 90 days		
10	Have you enclosed certificate issued from original manufacturer.		
11	Have you enclosed the photocopy of GST No.		
12	Have you submitted the samples of all required materials along with tender/ bid document.		

Signature and Seal of the Tenderer

Signature of Bidder with seal

SECTION – VI
PROFORMA

Signature of Bidder with seal

BIDDER DETAILS

Tender No..... Due date of opening.....

- (i) Name of the firm.....
- (ii) Address of firm with
Telephone No(s), E-mail I.D
(iii) Name and address of the Banker.
- (iv) A copy of PAN / TAN

Signature
(Name/Designation)

Signature of Bidder with seal

PROFORMA - 2
(sheet 1 of 3)

LETTER OF SUBMISSION OF TENDER
(To be typed by Contractor on his letter head)

From :

To :

Name of the work: -----

Ref : . -----

Dear Sirs,

- 1 Having examined the Conditions of Contract, Specifications, incorporated in the tender document for the execution of the above named works, and having visited and examined the site of the said works, I/We the undersigned, offer to execute, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, Bill of Quantities etc. for the sum as indicated in the Bill of Quantities or such other sum as may be ascertained in accordance with the said conditions.
- 2 Should this tender be accepted I/we undertake to commence the work within 03 (Three) days of issue of the Letter of Acceptance for the work and further undertake to complete and deliver the whole of the works comprised in the contract latest by one month in all respects..
- 3 I/We agree to abide by this tender for a period of **90 days** from the date of opening of the bid/or such extended period as may be mutually agreed as prescribed in the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Signature of Bidder with seal

4. An amount of Rs. 1.25 Lac towards earnest money in the form of F.D.R. / C.D.R. in terms of clause 7.1 of the Instructions to tenderer, is enclosed herewith.
5. Unless and until an agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below2:

Name and Address of Agent/s	Amount	Purpose of Commission/ Gratuity
-----------------------------	--------	---------------------------------

We understand you are not bound to accept any Proposal you receive.

8. Name of the partners of the firm authorised to sign

or

Name of person having power of attorney to sign the contract (Certified true copy of the Power of Attorney should be attached)

8. Correspondence address of Contractor:-

(The bidder should write his address and other details below at which the correspondence shall be made regarding this tender. In case of any change in the address provided below contractor has to inform GMVNL immediately).

a) Correspondence Address : _____

Signature of Bidder with seal

- b) Telephone No (alongwith
STD Code) : _____

- c) Fax: _____

- d) E- Mail I.D _____

- e) Name of Contact Person : _____

All the correspondence shall be made by Garhwal Mandal Vikas Nigam Ltd at the above provided address/phone/Fax numbers only.

Yours faithfully,

SIGNATURE(S) OF THE BIDDER(S)

Permanent address.....

.....

Local address

.....

Note: The Bidder is to fill up the blanks in the above form before signing and submitting the tender.

Signature of Bidder with seal

PROFORMA- 3

(sheet 1/2)

(Refer Clause 8.0 of Conditions of Contract)

FORMAT TOWARDS PERFORMANCE BANK GUARANTEE(RECOVABLE)

Bank Guarantee No _____

Date _____

To,

_____ (Name of Client)

Against contract vide Letter of Acceptance No _____ dated _____ covering supply of _____ (hereinafter called the said 'contract') entered into between Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd, 74/1, Rajpur Road, Dehradun (Uttarakhand) and _____ (hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we, _____ Bank Ltd., are holding in trust in favour of the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd an amount of Rs _____ (write the sum here in figures as well as words) to indemnify and keep indemnified the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd against any loss or damage that may be caused or likely to be caused to or suffered by the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd by reason of any breach by the contractor of any of the terms and conditions of the said contract and/or the performance thereof.

We agree that the decision of the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the contractor and the amount of loss or damage that has been caused or suffered by Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd.

We _____ Bank., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the contractor i.e. till _____ (the date upto 12 months after the date of commissioning of the equipment or 18 months from the date of supply whichever is later) hereinafter called the 'said date' and that if any claim accrues or arises against us, _____ Bank., by virtue of this guarantee before the said date, the same shall be enforceable against us, _____ Bank., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd.

Signature of Bidder with seal

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(sheet2/2)

It is fully understood that this guarantee is effective from the date of the said contract and that we, _____ Bank., undertake not to revoke this guarantee during its currency without the consent in writing of the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd.

We, _____ Bank, further agree that the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd (against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and or omission on the part of the Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd or any indulgence by Dy General Manager (P) for Garhwal Mandal Vikas Nigam Ltd to the said Contractor or by any other matter or thing whatsoever, which, under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

We _____ Bank., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date _____
Signature _____
Place _____
Name _____

(Designation)

Witness _____

(Bank's Common Seal)

Signature of Bidder with seal