

Shri Amarnathji Shrine Board



Jammu and Kashmir

TENDER DOCUMENT

FOR

Civil Works

At Panjtarni

Camp

For

Yatra - 2020

Dated: 28.02.2020

CIVIL WORKS AT PANJTARNI CAMP FOR YATRA 2020

FRESH NOTICE INVITING TENDER

(Issued under No. SASB/Works/2020/15 dated 28.02.2020)

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SHRI AMARNATHJI SHRINE BOARD

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FRESH NOTICE INVITING TENDERS

CIVIL WORKS ALONG PANJTARNI CAMP FOR YATRA 2020

On behalf of Chairman, Shri Amarnathji Shrine Board, sealed tenders in two-bid format, affixed with Rs.6/- revenue stamps, are invited from **Contractors Registered with J&K PWD, CPWD, MES, Railways** having a valid Registration Certificate for the execution of various Works mentioned below, at **Panjtarni Camp**. These bids shall be received in the Office of General Manager (Works), Shri Amarnathji Shrine Board, at Chaitanya Ashram, Talab Tillo, Jammu on or before **23.03.2020** up to **1400 hours**.

S. No.	Name of work	Approx. Amount (Rs in Lakh)	Earnest Money Deposit (in Rs)	Class of Contractor	Time of Completion	Cost of Bid Document (in Rs.)
1	2	3	4	5	6	7
01	Improvement of Panjtarni Camp by way of construction of Pucca foot paths in between tentage area, providing / laying of PVC pipes lines , construction of soakage pits, repairs and erection of toilets/ baths before yatra including maintenance during Yatra period and dismantling of Toilets/ baths after culmination of Yatra-2020.	6.80	13,600.00	D	25 Days	1200.00
02	Assembling /erection of Toilets/ Baths including repairs and construction of soakage pits enroute Dardkote to Poshpathri before Yatra and dismantling the same after conclusion of Yatra -2020.	2.37	4,740.00	D	30 Days	400.00

- NIT can be obtained from the **Office of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu** from **9.30 AM to 5.00 PM**, on any working day (Monday to Friday) from **02.03.2020 to 20.03.2020** on payment of cost of document in cash or in the shape of Demand Draft drawn in favour of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board (SASB), Jammu and can be downloaded from the SASB website against the price of bidding document (DD/ cash).
- The Tenders duly completed along with Earnest Money Deposit in the form of CDR/FDR and cost of Tender Document in the shape of DD in favour of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board payable at Jammu, must reach in the Office latest by **1400 hours on 23.03.2020**. The **Bidders**, in their own interest, are advised to deliver the bids personally in the **Office of General Manager (Works), Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu** . Alternatively, they may send the same through **Speed Post/ Registered Post**. The Board will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reasons thereof.
- The Technical Bid shall be opened **on 23.03.2020 at 1500 hours** in the **Office of General Manager (Works)**, at Jammu Office (address mentioned above) in presence of the **Bidders** who may wish to be present on the occasion.
- Not more than one Bid document shall be issued to a Bidder. In case more than one Bid is found, all Bids shall be treated as cancelled.

6. In case the last date of submission of Bids happens to be a holiday, the Bids shall be received on the next working day up to **1400 hours**.
7. A pre-bid conference of prospective bidders shall be held on 18.03.2020 at 11 am in the office of General manager (Works)
8. The successful Bidder is bound to enter into an Agreement with **General Manager (Works),SASB,** **within seven days** from the date of the receipt of Letter of Intent. **(LoI)**.

Sd/-
General Manager (Works)
Shri Amarnathji Shrine Board

No: SASB/NIT/W/2020/15
Dated: 28.02.2020

II ELIGIBILITY CRITERIA

The Bidder must be a Contractor (registered with PWD J&K/CPWD, MES) and must fulfil all the following eligibility requirements concurrently to technically qualify for this bidding process:

- 2.1 Average Annual Turnover during the last three years, ending 31st March of the previous financial year (i.e. 2016-17, 2017-18, 2018 -19) should be 30% of the advertised amount.
- 2.2 The Bidder should have an experience of having successfully completed similar nature of work in hilly regions during the past seven years ending last day of month previous to the one in which applications are invited, should be either of the following:-
 - a. Three similar nature of works completed costing not less than the amount equal to 40% of the estimated cost.
Or
 - b. Two similar nature of works completed costing not less than the amount equal to 50% of the estimated cost.
Or
 - c. One similar nature of works completed costing not less than the amount equal to 80% of the estimated cost.
- 2.3 The Bidder should not have been blacklisted on an earlier occasion by any of the State Government Organizations, State Autonomous Bodies or Local Bodies/ Municipalities.

III DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY

The Bidder must submit the following documents:

- 3.1 Registration Certificate.
- 3.2 Certified copies of Annual Turnover from Bank
- 3.3 Certified documents like Letter of Award/ Offer, Work Order, Contract Agreement & Certificate of Completion etc. indicating experience and execution of similar works, for fulfilling the eligibility criteria.
- 3.4 Self attested copy of PAN Card.
- 3.5 Self attested copy of GSTIN.
- 3.6 General Profile of the Bidder
- 3.7 An affidavit by the Bidder, Stamp Paper of Rs. 10, stating that all information furnished in the bid is correct and to the best of his knowledge and that no criminal/ income tax/ blacklisting case is pending against him. If any information is found to be incorrect during technical evaluation or during execution of work, the following penalties are to be imposed;
 - i. in case the work is allotted to the agency, the contract shall be terminated and work executed through an alternate agency at the risk & cost of the allottee,

- ii. the Earnest Money Deposit and Security Deposit (in case of imbalanced bid) shall be forfeited,
- iii. the Bidder/ allottee shall be debarred from tendering in SASB for next three years.

IV. **INSTRUCTIONS TO BIDDERS:**

- 4.1 Detailed NIT (DNIT) can be obtained from the office of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, Jammu from **9.30 AM to 5.00 PM** working day till **20.03.2020** on payment of cost of Tender Document prescribed against each work in the DNIT in cash or in the shape of a Demand Draft drawn in favour of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board (SASB).
- 4.2 The Bidders are required to submit the bid in two parts – **Technical** and **Financial** – strictly as per format given in **Schedule A** and **Schedule B** of the DNIT along with requisite supporting documents. The two parts of the **Bid** should be submitted in two separately sealed envelopes superscribed “**Technical Bid for the work of _____ Yatra 2020**” and “**Financial Bid for the work of _____ Yatra 2020**”. Both the sealed envelopes should be put in a third envelop, sealed and superscribed “**Tender for the work of _____ (Yatra 2020)**” mentioning **NIT No. & date**. The bids, as are not submitted as per format prescribed in **Schedule A and B**, are liable to be rejected.
- 4.3 The bids, duly completed, along with an Earnest Money Deposit (EMD) of amount prescribed in the DNIT (Rs. _____ only) in form of Demand Draft drawn in favour of FA/ Chief Accounts Officer “Shri Amarnathji Shrine Board” payable at Srinagar, must be dropped in the Tender Box kept in the office chamber of General Manager (Works), Shri Amarnathji Shrine Board, Jammu or sent by Registered /Speed Post to FA/ Chief Accounts Officer at the aforesaid address, so as to reach latest by **23.03.2020 upto 1400 hours**. Bids received after the aforesaid date and time will not be considered. The Shrine Board shall not be responsible for any delay/ loss of documents or correspondence sent by Speed Post/ Registered Post.
- 4.4 Bids not accompanied by EMD shall be summarily rejected. The EMD and cost of DNIT should be placed inside the envelope containing the Technical bid. The EMD shall be forfeited if the bidder withdraws his bid during Bid Validity Period (BVP).
- 4.5 It would be deemed that by submitting the Bid, the Bidder has made complete examination of the DNIT, received all information from SASB and made complete examination of the various aspects required for undertaking the stated works.
- 4.6 Each Bidder can submit only one bid in response to a work in the DNIT. Any Bidder who submits more than one bid shall be disqualified.
- 4.8 The Bidder is expected to examine all Instructions, Schedules, Formats, Terms and Conditions, Scope of Work mentioned in the DNIT. Failure to furnish all information required in the Tender Document or submission of bid

not substantially responsive to the DNIT in every respect will be at Bidder's risk and may result in the rejection of the bid.

- 4.9 All entries in the Technical/ Financial Bids should be legible and should be free from corrections/ erasures/ overwriting/ cuttings. Bids with corrections/ erasures/ overwriting/ cuttings shall be out rightly rejected. Amounts shall be indicated in words as well as in figures. In case of any variation between amount in figures and words, amount quoted in words shall be taken as authentic.
- 4.10 The rates quoted by the Contractor in item rate tenders shall be on correct basis and not the amount worked out by them. The rate quoted in words will be correct basis and not the rate shown in figures in case of discrepancy between them.
- 4.11 Each paper of the bid document shall be completed in all respects, page numbered, and duly signed in long hand, executed in ink and stamped at the bottom right hand corner by an authorized/ empowered representative of the Bidder. The Bidder must also sign and stamp all pages of this DNIT as acceptance of all conditions contained therein and for the purpose of identifications. Financial Bid received in the format other than specified in **Schedule B** (Financial Bid) is liable to be rejected.
- 4.12 Bids must be received at the address specified in this document not later than the date and time stipulated in the DNIT. The General Manager (Works) may, at his discretion, extend the deadline for submission of bids. Any bid received after the last date/ time for submission of bids, as stipulated above, shall not be considered and will be returned.
- 4.13 Clarifications, if any, may be sought by the Bidders so as to reach General Manager (Works) at least seven days before last date prescribed for submission of bids. Except for any written clarification by General Manager (Works), SASB which is expressly stated to be an addendum to the DNIT, no written or oral communication, presentation or explanation by any other employee of the SASB shall be taken to bind or fetter the Shrine Board under the Contract. All corrigenda, addenda, amendments and clarifications to the DNIT will be hosted on SASB website (www.shriamarnathjishrine.com) and NOT in newspaper(s). The bidders should keep themselves updated on this account.
- 4.14 The Technical Bid shall be opened at **1500 hours on 23.03.2020** in presence of Authorized representatives of the Bidders who may wish to be present at that time. Bidders whose Technical Bids have been accepted shall be informed about the date and time for opening of the Financial Bids.
- 4.15 The General Manager (Works), SASB is not bound to accept the lowest or any Bid and may, at any time by notice in writing to the Bidders, terminate the tender proceedings without assigning any reasons whatsoever.
- 4.16 The Bid should remain valid and open for acceptance for a period (i.e. Bid Validity Period) of **60 days from the last date prescribed for its receipt.**
- 4.17 To facilitate evaluation of Bids, the General Manager (Works) may, at his sole discretion, seek clarification in writing from any Bidder regarding the Bid. The request for such clarification or substantiation and the response shall be

in writing or by facsimile or email. No material change in the substance of the Bid would be permitted by way of such clarification/ substantiation.

- 4.18 The General Manager (Works) may award the Contract to the Bidder whose Bid has been evaluated to be responsive and who is eligible and qualified to perform the Contract satisfactorily as per the Terms and Conditions incorporated in the DNIT. The General Manager (Works), SASB will send to such eligible Bidder a letter (hereinafter referred to as the 'Letter of Intent') prescribing the amount which the Shrine Board will pay to the eligible Bidder in consideration of work/ services to be executed by the eligible Bidder as prescribed in the Contract.
- 4.19 The eligible Bidder will have to enter into an Agreement with the Shrine Board, as per the Terms and Conditions mentioned in the DNIT or such other Terms that may be prescribed, within the **seven** days of the receipt of Letter of Intent.
- 4.20 General Manager (Works), SASB reserves the right to reject all or any Bid in whole, or in part, without assigning any reasons thereof. Any enquiry after the submission of tender will not be entertained.
- 4.21 Shri Amarnathji Shrine Board shall not be responsible for release of any DD/ CDR pledged to FA/ Chief Accounts Officer, SASB without submitting his tender in the tender box. However, the DDs/ CDRs of unsuccessful Bidders/ eligible Bidders who have paid the prescribed tender document fee shall be released only after issuance of Letter of Award (LoA) in favour of the successful bidder.

V. TERMS AND CONDITIONS OF THE CONTRACT:

- 5.1 The Bidders are required to quote rate above/ below percentage on SSR of 2012 shown in the rate list of Schedule-B, (Format of Financial Bid) against each item of work. However, where it has been mentioned in column V that the 'Rate to be quoted (RTQ)', the Bidder should quote rate in Rupees per unit. All rates/ percentages should be quoted in figures and words. The Bidders are also to calculate and mention total cost of his Bid in last row of the table of Schedule B, in both figures and words.
- 5.2 Bids shall have to be submitted separately for each work as indicated in the NIT.
- 5.3 The Earnest Money Deposit of the unsuccessful Bidders shall be released immediately after the work is awarded to successful bidder.
- 5.4 **Imbalanced bids:**
 - i. All Bids (received from Bidders) valuing less than 80% of the tendered cost shall be treated as imbalanced bids.
 - ii. Bidders submitting imbalanced bids shall have to attach an additional guarantee (Earnest Money Deposit) in the shape of Demand Draft in favour of FA/ Chief Accounts Officer, SASB with his Bid. This Additional Earnest Money Deposit should be equal to the difference between the bid amount

quoted by Bidder and the amount of the work mentioned in the Notice Inviting Bids.

- 5.5 The successful Bidder shall have to period and complete the work on the allotted rates, within the stipulated time, failing which following penalties shall be imposed:
- | | | |
|-------|---|--|
| (i) | First 3 days of delay | Penalty 1% of contract value. |
| (ii) | 4 th day upto 10 th day | 2% of contract value |
| (iii) | Beyond 10 days | Earnest Money Deposit shall be forfeited and the contract shall automatically stands cancelled. The General Manager (Works), SASB shall be at liberty to get the work done through another suitable agency at the risk & cost of the Contractor without issuing any notice to the Contractor / Firm. |
- 5.6 Not with standing **Clause 5.5 above** in case progress of work is found to be slow, the Engineer In-charge shall be free to supplement the engagement of labour skilled/ unskilled or by engaging another agency in the interest of speedy execution of work.
- 5.7 The quantum of work can be increased or decreased as per the requirements and site conditions. The payment of extra work involved, if any, shall be paid as per SSR rates mentioned in the Allotment of Contract along with percentage increase/ decrease allowed on the rates allotted for each item of work in Letter of Award (LoA).
- 5.8 The Contractor shall start the work only after taking demarcation (nishandehi) from the site Engineer concerned and shall execute the work strictly as per the specifications provided in Work Allotment Letter.
- 5.9 The date of start of work shall be reckoned by the site Engineer In-charge, keeping in view the feasibility of commencement of work at site.
- 5.10 The Contractor shall submit pictorial evidence (Photographs) of execution of work (pre execution, during execution and after completion of work) with his claims.
- 5.11 The contractor shall be bound by the Rules and Regulations with regard to issue and purchase of Stores, Stock and other materials etc. and also the tender conditions incorporated in the tender document for the said work. The Contractor shall be responsible for arrangement of all the items required for completion of the work in time, like Electricity, Water, Manpower, Tools and Equipment etc.
- 5.12 The Contractor shall stand guarantee for the workman-ship in respect of the material used in the construction and if any material used is found defective in quality, the Contractor shall have to get it replaced on spot, free of charge, and the cost of dismantling the defective construction and its re-construction shall be responsibility of the Contractor.

- 5.13 The Contractor shall abide, at all times, by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the state or Central Government or Local Authority and any other labour law (including rules), regulation, byelaws that may be passed or notification that may be issued under any labour law in future either by the state or the Central Government or the local authority. The Contractor shall be solely responsible for failure, if any, for liabilities, adherence to the labour laws, local laws and other related rules/regulations.
- 5.14 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract shall be the sole responsibility of the Contractor.
- 5.15 The Contractor shall provide Insurance Cover from date of start to date of completion of work to the Labour/ employees, employed by him for execution of work against any personal injury or death.
- 5.16 The agency shall be solely responsible for **Workmen's Compensation Act, 1923** for payment of **compensation** to **workmen** and their dependant in case of injury and accident (including certain occupational diseases) arising out of and in the course of employment and resulting in disablement or death.
- 5.17 The employees hired/ employed for the execution of work of the Contractor shall in no case, whatsoever, be treated as the employees of SASB.
- 5.18 **Child Labour:** No child labour shall be engaged, the employment of child labour is strictly prohibited in any construction works and Contractor shall abide by the law.
- 5.19 The Contractor is bound to draw an agreement with General Manager (Works), SASB within 7 (seven) days from the date of receipt of Letter of Intent (LoI).
- 5.20 General Manager (Works), SASB shall be at liberty to suspend the agreement due to any Force Majeure conditions such as **Government regulations, court orders, wars, accidents creating disturbed conditions, terrorist activity, strikes/riots, civil commotion etc.**
- 5.21 All disputes and differences between the parties arising out and relating to the agreement signed between the General Manager (Works) SASB and the **Firm**, including the interpretation of its Terms and Conditions shall be referred to the Sole Arbitrator to be nominated by the Chief Executive Officer, Shri Amarnathji Shrine Board whose decision shall be final and binding upon all the parties.
- 5.22 All quarries relating to arbitration shall be determined in accordance with the provisions of J&K Conciliation and Arbitration Act, 1997 and, Courts in the State of Jammu & Kashmir alone shall have the Jurisdiction to deal with such quarries.
- 5.23 The rates quoted by the contractor shall be inclusive of all taxes that are in vogue.
- 5.24 If during the period of three months from the date of completion of the work, defects which have been caused by bad workmanship, use of

inferior materials on the work, the Contractor shall be liable to rectify the defects or make repairs at his own cost and expenses within a period of three days of the receipt of notice from the Deputy General Manager, Shri Amarnathji Shrine Board to that effect and in the event of his failure to remove these defects within the stipulated period, the work shall be got rectified/ done through some other Agency and the cost incurred thereof shall be recovered from the Earnest Money Deposit of the Contractor or payments due to him.

5.25 The Earnest Money Deposit of the successful Bidder shall be released after completion of work in full and issue of completion certificate by the DGM (Works).

The quantities of items of work provided in the NIT as per BOQ are approximate and may increase/ decrease upto 20% during execution of work as per necessity at site.

VI Payment Clause:

6.1 Payment shall be made to the Contractor for complete item of the work including cost of the material and labour (finished) after recording the measurement in the **Works Register** by the Junior Engineer In-charge site (To be maintained for each work at site) duly checked by the Deputy General Manager Works.

6.2 The payment to the bidder shall be made after successful completion of work within the stipulated time (with specification as per the allotment of contract and subsequent drawl of agreement) after satisfactory use/ function of the work during complete Yatra Period.

6.3 Any extra item (s) executed at site of work shall be paid strictly as per LoA (contractors appreciation/ depreciation on J&K **Sanctioned Schedule of Rates of 2012.**)

VII Time of completion:

7.1 The time of completion of works stands mentioned against each work in the NIT.

7.2 Time of completion shall mean;

Period of time of completion of work in all respects before start of Yatra – 2020 including the period of time involved in completely dismantling of the pre-fabricated structures with due care from damages and safe storage of the materials in the SASB stores to the entire satisfaction of the Deputy General Manager (Works) or his authorised representative.

Sd/-
General Manager (Works)
Shri Amarnathji Shrine Board

SCHEDULE A (TECHNICAL BID)

PART A: DETAILS OF COST OF DNIT AND EARNEST MONEY DEPOSIT

S. No.	Particular of item	Details
1	Name of Work	
2	Amount and details of payment towards the cost of DNIT	Rs. (in words):
		Receipt No./ Cheque No/DD
		Date:
3	Amount and details of Earnest Money Deposit submitted	Rs. (in words):
		FDR/ CDR No.
		Dated:
		In favour of
		Date of issue:
		Issuing Authority:

PART – B: BASIC DETAILS ABOUT THE AGENCY.

i) Name and address of :
the Agency.

Name: _____

Address: _____

Phone: _____

E-mail: _____

PART- C: DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY.

The Bidder is required to furnish the following information/ documents:
(please attach separate sheets where necessary):

1. Registration No./ Other documents of the Agency (attach self attested copy of Registration Certificate/ other documents; *please see DNIT – Para 3.1 of ‘Documents Establishing Bidder’s Eligibility’*)
2. The Bidder must furnish certified copies of bank statement - *please see DNIT – Para 3.2 of ‘Documents Establishing Bidder’s Eligibility’*

#	Financial Year	Turnover (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	

3. Documents to show that the contractor possesses relevant experience in past three years. The Bidder must furnish certified documents like Letter of Award/ Offer, Work Order, Contract Agreement and Certificate of Completion etc. indicating experience and execution of similar works for fulfilling the eligibility criteria and also furnish information in following format (please add rows as necessary for other sectors, if applicable) - *Para 3.3 of Documents Establishing Bidder’s Eligibility*

S. No.	Name of work	Name of Client	Value of Completed work (in Rs.)	Date of commencement	Date of completion	Whether supporting documents (attested) enclosed (Yes/ No)

4. Self attested copy of PAN Card - *Para 3.4 of ‘Documents Establishing Bidder’s Eligibility’*)
5. Self attested copy of GSTIN – *Para 3.5 of ‘Documents Establishing Bidder’s Eligibility’*)
6. General Profile of the Bidder – *Para 3.6 of ‘Documents Establishing Bidder’s Eligibility’*)
7. Affidavit on Rs. 10/- Stamp paper stating that every information furnished in the Bid Document is correct and to the best of his knowledge and that no criminal/ income tax/ blacklisting case is pending against the Bidder / Agency. Please attach the affidavit - *Para 3.7 of Documents Establishing Bidder’s Eligibility.*

SCHEDULE – B (Format for Financial Bid)