Jammu and Kashmir

Tender Document
For
Civil Works along Baltal Axis
(Lower Camps)
For
Yatra – 2022

17.03.2022

General Manager (Works)
Shri Amaranthji Shrine Board
## CIVIL WORKS ALONG BALTAL AXIS FOR YATRA 2022

### DETAILED NOTICE INVITING TENDER (DNIT)

(Issued under no. SASB/W/1341/2022/17 dated 17.03.2022)

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For and on behalf of Chairman, Shri Amarnathji Shrine Board, sealed tenders in two-bid format, affixed with Rs.6/- revenue stamps, are invited ON PERCENTAGE BASIS from registered JK PWD, CPWD, MES/ Railways Contractors having a valid registration, for the execution of Civil Works as mentioned below. The bids shall be received in the office of General Manager (Works), Shri Amarnathji Shrine Board, at Chaitanya Ashram, Talab Tillo, Jammu, on or before 28.03.2022 upto 1400 hours.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Estimated cost (Rs in lakh)</th>
<th>Cost of bid document (in Rs)</th>
<th>Earnest Money/ Bid Security (in Rs)</th>
<th>Class of Contractor</th>
<th>Time of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Development of site for capacity building at Baltal by way of earthwork and construction of protection works inside Baltal Camp for pitching of tents.</td>
<td>17.09</td>
<td>600.00</td>
<td>Bid Security Declaration to be made by the Bidder on non judicial stamp paper duly attested by Notary as per prescribed format.</td>
<td>DEE</td>
<td>30 days</td>
</tr>
<tr>
<td>2</td>
<td>Construction of paths and cross drainage works for creation of additional capacity at Baltal Base Camp.</td>
<td>2.94</td>
<td>200.00</td>
<td></td>
<td>DEE</td>
<td>20 days</td>
</tr>
<tr>
<td>3</td>
<td>Construction of pucca bases of toilets for creation of additional capacity by way of procurement and installation of Toilet/Baths at Baltal Camp. (8 clusters of 5 units each – 30 T+10 B)</td>
<td>4.80</td>
<td>200.00</td>
<td></td>
<td>DEE</td>
<td>25 days</td>
</tr>
<tr>
<td>4</td>
<td>Construction of 3 Nos Soakage pits for creation of additional capacity at Baltal Base Camp and Remodelling of old pucca toilet blocks for creation of additional Capacity at Baltal Base Camp.(2 clusters of 5 units each).</td>
<td>3.75</td>
<td>200.00</td>
<td></td>
<td>DEE</td>
<td>25 days</td>
</tr>
</tbody>
</table>

**Position of AAA: Accorded**

2. Detailed NIT (DNIT) can be downloaded from SASB website (www.shriamarnathjishrine.com) upto 27.03.2022 and the cost of Bid document in the shape of Demand Draft (Non Refundable) drawn in favour of Director Finance, Shri Amarnathji Shrine Board (SASB), Jammu shall be attached with the Bid document.

3. The Bids, duly completed, along with Bid Security Declaration, must reach the office of General Manager (Works) latest by 28.03.2022 upto 1400 Hrs. 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.

4. The Technical bid shall be opened on 28.03.2022 at 1430 Hrs 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.

5. The site for the work is available. The intending bidders are strongly advised to inspect the site of work before bidding.

6. The Bidder shall quote strictly as per PERCENTAGE BASIS.

7. Not more than three bid documents shall be issued to a single Bidder.
8. In case the last date of receipt of bids happens to be a holiday, the bids shall be received on the next working day up to 1400 hours.

9. The successful Bidder is bound to enter into an agreement with General Manager (Works), SASB, within ten days from the date of the receipt of Letter of Intent (LoI).

10. All addenda, corrigenda, dedenda and amendments shall be uploaded on website only and not in print media and the Bidders are advised to keep themselves updated on this account.

No: SASB/DNIT/W/1341/2022/17  
Dated: 17.03.2022  

Sd/-  
General Manager (Works)  
Shri Amarnathji Shrine Board
1. **STANDARD BIDDING DOCUMENT**

**ELIGIBILITY CRITERIA**

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

Average Annual Turnover during the last three years, ending 31\textsuperscript{st} March of the previous working financial year (i.e. 2017-18, 2018-19 & 2019-20) should be 30% of the advertised cost.

1.1 The bidder should have an experience of having successfully completed similar works 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 completed works costing not less than the amount equal to 40% of the estimated cost. 

   Or

   b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. 

   Or

   c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

1.2 The Bidder should not have been blacklisted on an earlier occasion by any of the Union Territory Government Organizations, U.T Autonomous Bodies or Local Bodies/ Municipalities.

1.3 The Bidder must submit the following documents:

1.4 General Profile of the Bidder defining legal status, place of registration, principal place of business, cell no. with correspondence address.

1.5 Registration card must be renewed for the current Financial Year 2021-22 along with no objection certificate (NOC) from the issuing authority.

1.6 Certified copies of Annual Turnover from Bank

1.7 Certified documents like Letter of Award/ Work Order, Certificate of Completion etc. indicating experience and successful execution of similar works, for fulfilling the eligibility criteria.

1.8 Certified copy of PAN Card (self attested).

1.9 Certified copy of GSTIN Registration and latest clearance certificate form GS-3B latest quarter month.

1.10 Bid Security Declaration.

1.11 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. Earnest Money Deposit, shall be forfeited
iii. The Bidder/ Allottee shall be debarred from tendering in SASB for next three years.

2. INSTRUCTION TO BIDDERS
2.1 Detailed NIT (DNIT) can be downloaded from SASB website ([www.shriamarnathjishrine.com](http://www.shriamarnathjishrine.com)) upto 24.03.2022 in which the cost of DNIT shall be payable in the shape of Demand Draft (Non Refundable) drawn in favour of Director Finance, Shri Amarnathji Shrine Board (SASB), Jammu.

2.2 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 super scribed “Technical Bid for the work of _________________ Yatra 2022” and “Financial Bid for the work of _________________ Yatra 2022”. Both the sealed envelopes should be put in a third envelop, sealed and superscribed “Tender for the work of ___________ (Yatra 2022)” mentioning NIT No. & date. The bids, as are not submitted as per format prescribed in **Schedule A and B**, are liable to be rejected.

2.3 The bids, duly completed, along with **Bid Security Declaration** must be dropped in the Tender Box kept in the office chamber of General Manager (Works), Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu or sent by Registered/ Speed Post to General Manager (Works), SASB at the aforesaid address, so as to reach latest on **28.03.2022 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.

2.4 The cost of DNIT should be placed inside the envelope containing the Technical bid and Bid Security Declaration.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 The rate quoted by the Contractor in overall percentage basis (w.r.t. SSR-2020) 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.

2.10 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 DNIT as acceptance of all conditions contained therein and for the purpose of identification. Financial Bid received in the format other than specified in Schedule B (Financial Bid) is liable to be rejected.

2.11 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 due date and time for submission of bids, as stipulated above, shall not be considered and will be returned.

2.12 Clarifications, if any, may be sought by the Bidders prior to 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 hoisted on SASB website (www.shriamarnathjishrine.com) and NOT in newspaper(s). The Bidders should keep themselves updated on this account.

2.13 The Technical Bid shall be opened on 28.03.2022 at 1430 Hrs in the Office Chamber of General Manager (Works) in presence of the 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.

2.14 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 reason whatsoever.

2.15 The bid shall 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.

2.16 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.

2.17 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’ (LoI) 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.

2.18 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 ten days of the receipt of Letter of Intent.

2.19 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.

2.20 Shri Amarnathji Shrine Board shall not be responsible for release of any DD/ CDR pledged to Director Finance, SASB without submitting his tender in the tender box. However, the 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.

3. **TERMS AND CONDITIONS OF THE CONTRACT**:

3.1 The Bidders are required to quote rate above/ below percentage on SSR of 2020 shown in the rate list of Schedule-B, (Format of Financial Bid). Percentages should be quoted in figures and words. The Bidders must also calculate and mention total cost of his bid in last row of the table of Schedule B, in both figures and words.

3.2 Bids shall have to be submitted separately for each work as indicated in the DNIT.

3.3 **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 CDR/FDR in favour of Director Finance, SASB. This Additional Earnest Money Deposit should be equal to the difference between the bid amount quoted by bidder and the cost of the work mentioned in the Notice Inviting Bids.
3.4 The successful bidder shall have to start 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\textsuperscript{th} day upto 10\textsuperscript{th} day @2% of contract value
(iii) Beyond 10 days Earnest Money Deposit shall be forfeited and the contract 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.

3.5 Notwithstanding Clause 3.4 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.

3.6 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).

3.7 The Contractor shall start the work only after taking demarcation (nishandehi) from the site Engineer concerned and shall execute the work strictly as per PWD/ CPWD, MES/Railway Book of specifications.

3.8 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.

3.9 The Contractor shall submit pictorial evidence (Photographs) of execution of work (pre execution, during execution and after completion of work) with his claim.

3.10 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.

3.11 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.
3.12 The agency shall abide by all major Laws applicable to establishment engaged for execution of work.

3.13 The Contractor shall abide at all times by all the applicable labour enactments and rules made there under, regulations, notifications and bye laws of the U.T or Central Government or Local Authority and any other labour laws (including rules), regulations, bylaws that may be passed or notifications that may be issued under any labour law in future either by the U.T. 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.

3.14 All risks of loss or damage to physical property and of personal injury and death which may arise during and in consequence of the performance of the contract shall be the sole responsibility of the Contractor.

3.15 Insurance cover to labour machinery work plant material equipment by the contractor shall be mandatory.

3.16 The employees hired/ employed for the execution of work of the Contractor shall in no case whatsoever, be treated as the employees of SASB.

3.17 Laws governing the contract :- The contract shall be governed by the laws of land.

3.18 The Contractor is bound to draw an agreement with General Manager (Works), SASB within fifteen days from the date of receipt of Letter of Intent (LoI).

3.19 In case of occurrence of Force Majeure conditions, the agency shall promptly inform CEO, SASB about occurrence of such conditions. On receipt of the agency’s Report and after ascertaining as to whether Force Majeure conditions exists (such as a Government Order/ Regulation, war, an accident creating a disturbed condition, terrorist activity, court order, strikes/ riots, civil commotion, pandemic like COVID-19 etc.) CEO, SASB shall suspend the agency’s license. SASB shall not be liable for any damage or liability of any kind arising out of Force Majeure conditions and/or any other cause beyond the reasonable control of SASB.

3.20 In the event of any doubt, dispute or difference of opinion in regard to terms & conditions of the agreement, the concerned parties shall endeavor to settle the same amicably with the SASB through any officer nominated in this behalf. In case, any such doubt, dispute or difference of opinion remains unresolved, the matter shall be referred to the Hon’ble Lieutenant Governor, J&K (Chairman of SASB), who shall be competent to refer the same to any retired Hon’ble Judge of the High Court of Jammu Kashmir & Ladakh for its resolution. The decision so rendered or award, if any, passed shall govern the rights, duties & obligations of the concerned parties and
shall be final. No such disputes shall be referred during the currency of the Yatra.

3.21 All questions relating to the arbitration shall be determined in accordance with provisions of the Arbitration and Conciliation Act, 1996 and the amendments thereto and any re-enactment or modification thereof and the rules framed there under

3.22 The rates quoted by the Contractor shall be inclusive of all taxes including GST etc as applicable.

3.23 If during the period of one year from the date of completion of work, the defects which have been caused by bad workmanship, use of inferior materials on the work, the Contractor shall be liable to remove 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 through alternate resourceful agency and the cost thereof shall be recovered from the dues of the Contractor.

3.24 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, SASB.

3.25 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.

4. **Payment Clause:**

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

4.2 The payment to the Bidder shall be made after successful completion of work within the stipulated time as per specifications and Terms & Conditions of agreement after satisfactory use/ function of the work during complete Yatra Period.

4.3 Any extra item(s) executed at site of work shall be paid strictly as per LoA (Contractor’s appreciation/ depreciation on J&K **Sanctioned Schedule of Rates 2020.**)

5 **Time of completion:**

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

5.2 Time of completion shall mean;
Period of time of completion of work in all respects before start of Yatra – 2022 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.

General Manager (Works)
Shri Amarnathji Shrine Board
SCHEDULE A (TECHNICAL BID)

PART A: DETAILS OF COST OF DNIT AND BID SECURITY DECLARATION

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particular of item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Amount and details of payment towards the cost of DNIT:</td>
<td>Rs. (in words):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DD No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>2</td>
<td>Bid Securing Declaration</td>
<td>Dated:</td>
</tr>
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<td></td>
<td>Bid No.</td>
</tr>
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<td>Name of Notary</td>
</tr>
</tbody>
</table>

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 a certified copy of Registration Card/other documents; please see DNIT – Para 1.5 of ‘Standard Bidding Document’)

2. The Bidder must furnish certified copies of bank statement - please see DNIT – Para 1.6 of ‘Standard Bidding Document’

<table>
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<tr>
<th>#</th>
<th>Financial Year</th>
<th>Turnover (Rs.)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018-19</td>
<td></td>
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<tr>
<td>3</td>
<td>2019-20</td>
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</table>

3. Documents to show that the contractor possesses relevant experience in past three years. The bidder must furnish certified documents like Letter of Award/ Work Order, Certificate of Completion etc. indicating experience and successful 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 1.7 of ‘Standard Bidding Document’

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Name of Client</th>
<th>Value of Completed work (in Rs.)</th>
<th>Date of commencement</th>
<th>Date of completion</th>
<th>Whether supporting documents (attested) enclosed (Yes/ No)</th>
</tr>
</thead>
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</tbody>
</table>

4. General Profile of the Bidder – Para 1.4 of ‘Standard Bidding Document’

5. Certified copy of PAN Card - Para 1.8 of ‘Standard Bidding Document’

6. Certified copy of GSTIN – Para 1.9 of ‘Standard Bidding Document’


8. Affidavit on Rs. 10/- Stamp paper stating that every 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 the bidder Agency. Please attach the affidavit - Para 1.11 of Standard Bidding Document’.
Form of Bid Security Declaration
(Duly notarized)

The General Manager (Works),
Shri Amarnathji Shrine Board, J&K

NIT No. & Date: ______________________________________________
Name of work. ______________________________________________

1. I ______________________ s/o ____________________________
r/o_________________ declared that;

I understand that, according to your conditions, bids must be supported by
a Bid Securing Declaration.

2. I accept that I may be disqualified from any Contract with the Shri
Amarnathji Shrine Board for a period of three years from the date of
notification if am in a breach of any obligations (s) under the bid conditions,
because I;

a). have withdrawn/ modified/amended, impaired or derogated from
the tender, my bid during the period of bid validity specified in the
Letter of Bid, or

b). having been notified of the acceptance of my Bid by the SASB
during the period of bid validity of (i) fail or refuse to execute the
Contract, if required, or (ii) fail or refuse to furnish the Performance
Security, in accordance with Instructions to Bidders.

3. I understand this Bid- Securing Declaration shall cease/ expire to be valid if
undersigned is not the successful Bidder, upon the earlier of (i) the receipt
of your notification of the name of the successful Bidder; or (ii) sixty days
Bid Validity Period.

Signature of person
(Signing the Bid Securing Declaration)

Dated on _________________ day of __________________________