

Shri Amarnathji Shrine Board



Jammu and Kashmir

TENDER DOCUMENT

FOR

SUPPLY OF STRUCTURAL STEEL FRAME TOILETS

FOR

YATRA - 2019

Cost of Tender Document Rs 1,000/-

(Rs one thousand only)

Dated: 12.02.2019

DETAILED NOTICE INVITING TENDER (DNIT)

(Issued under No. **SASB/NIT/Works/2019/1130/75** dated **15.02.2019**)

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SHRI AMARNATHJI SHRINE BOARD

(Established under Act No. XVIII of 2000 passed by J&K Legislature)

Chaitanya Ashram, Talab Tillo, Jammu-180002 (Nov. – April)

Tele-phone nos. 0191- 2555662; Telefax: 0191-2503399

Email address: sasbik2001@gmail.com. website: www.shriamarnathjiashrine.com

NOTICE INVITING TENDERS

SUPPLY OF STRUCTURAL STEEL FRAME TOILETS FOR YATRA - 2019

1. On behalf of Chairman, Shri Amarnathji Shrine Board, sealed tenders, in two-bid format are invited from reputed, experienced and financially sound Registered Company/ Firm having valid Registration, for undertaking the following work for Shri Amarnathji Shrine Board Yatra – 2019:

(Rs in Lakh)

S. No.	Name of work	No. of units	Cost of work	Earnest Money Deposit	Date and time of receipt of Technical and Financial Bids
1	2	3	4	5	6
1	Fabrication and Supply of structural steel framed toilets (as per type design) a. Toilets with chequered aluminum base plate fitted with Stainless Steel (ISI), Indian Type seat (Commode) b. Toilets with chequered aluminum base plate fitted with Stainless Steel (ISI), European Type seat (Commode)	75 25	19.50	1.00	11.03.2019 upto 1400 hrs.

2. Detailed NIT can be obtained from the office of FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, **Chaitanya Ashram, Talab Tillo, Jammu** from **18.02.2019 (10.00 AM) to 09.03.2019 (4.30 PM)** on any working day (Monday-Saturday) on payment of Rs 1,000/- in cash or in the shape of Demand Draft, pledged in favour of FA & Chief Accounts Officer, Shri Amarnathji Shrine Board (SASB), Jammu. Alternatively, the DNIT can be downloaded from website www.shriamarnathjiashrine.com, in which case the cost of DNIT (Rs. 1,000/-) shall be payable along with bid, in addition to the Earnest Money Deposit at the time of submission of Bid in the shape of CDR/ FDR pledged in favour of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board Jammu.
3. The Tender, duly completed, along with an Earnest Money Deposit of Rs 1.00 lakh only in the form of CDR/ FDR pledged in favour of FA & Chief Accounts Officer, Shri Amarnathji Shrine Board payable at Jammu must reach latest by 1400 hours on **11.03.2019**. The bidders in their own interest are advised to deliver the bids personally to FA & Chief Accounts Officer, Shri Amarnathji Shrine Board, **Chaitanya Ashram, Talab Tillo, Jammu**. Alternatively, they may send the same through courier/ registered post. The Board will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.
4. The Technical Bid shall be opened at **1500 hours on 11.03.2019** in the office of Addl. Chief Executive Officer, Shri Amarnathji Shrine Board, **Chaitanya Ashram, Talab Tillo, Jammu** in presence of authorized representatives of the Company/ Firm who may wish to be present.
5. All subsequent information/ Corrigendum/ Addendum/ Updates shall be uploaded on **SASB website only**. Therefore, the bidders are requested to visit the website regularly for latest updates.

No: SASB/NIT/Works/2019/1130/75
Dated: 15.02.2019

Sd/-
Addl. Chief Executive Officer,
Shri Amarnathji Shrine Board

2. **ELIGIBILITY CRITERIA**

The Bidder must be a Company/ Society/ Firm (registered in India) and must fulfil all of the following eligibility requirements concurrently to technically qualify for this bidding process:

- 2.1 The Company/ Society/ Firm should have an Average Annual Turnover during the last three financial years, ending 31st March of the previous financial year, i.e. 2015-16, 2016-17 & 2017-18 equal to Rs 10.00 lakh.
- 2.2 The Company/ Society/ Firm should have an experience of having successfully completed during the last seven years (fabricated and supplied the similar structural steel work) 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.
- 2.3 The Company/ Society/ Firm should not have been blacklisted on an earlier occasion by any of the Central/ State Government Organizations, Statutory Central/ State Autonomous Bodies, Central/ State Public Sector Undertakings, or Local Bodies/ Municipalities.

3.00 **DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY**

The Bidder must submit the following documents:

- 3.1. (i) In case the Bidder is a Company: Certified copy of the Certificate of Incorporation, and Memorandum and Articles of Association.

(ii) In case the Bidder is a Registered Society: Certified copy of Registration Deed with Objects of Constitution of the Society.

(iii) In case of a Firm: Registration Certificate authenticating the same.
- 3.2. List of present Directors/ Owners/ Executive Council Members/ Board Members, as applicable.
- 3.3 Certified copies of:
 - a) Income tax returns of 2015–16, 2016-17 and 2017-18. Bidder shall also submit proof of PAN

- b) Audited Balance Sheet 2015–16, 2016-17 and 2017-18
 - c) Audited Income and Expenditure Statement 2015–16, 2016-17 and 2017-18
 - d) Audit Report for year 2015–16, 2016-17 and 2017-18.
- 3.4. 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.
 - 3.5. Certified copy of PAN Card.
 - 3.6. Certified copy of GSTIN.
 - 3.7. General Power of Attorney/ Board of Directors' Resolution/ Deed of Authority executed in favour of person(s) authorized to submit the Bid Document, Agreement(s), and all correspondences/ documents relating to the Bidding Process.
 - 3.8. General Profile of the Bidder's Company
 - 3.9. An affidavit by the Bidder, on Rs. 100 Stamp Paper, stating that every information furnished in the Bids 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 at any time, the EMD shall be liable to be forfeited without any notice).

4.00 **INSTRUCTIONS TO BIDDERS**

- 4.1. Detailed NIT (DNIT) can be obtained from the office of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu from 18.02.2019 (10.00 AM) to 09.03.2019 (4.30 PM) on any working day (Monday-Saturday) on payment of Rs. 1,000/- in cash or in the shape of Demand Draft pledged in favour of FA & CAO Shri Amarnathji Shrine Board (SASB), Chaitanya Ashram, Talab Tillo, Jammu. Alternatively, the DNIT can be downloaded from the website www.shriamarnathjishrine.com in which case the cost of DNIT (Rs 1,000/- in the shape of Demand Draft) shall be payable along with the Earnest Money Deposit in the shape of CDR/ FDR pledged in favour of FA & CAO Shri Amarnathji Shrine Board (SASB), Chaitanya Ashram, Talab Tillo, Jammu along with the bid.
- 4.2. A Pre- bid conference of bidders shall be held in the office of Addl. Chief Executive Officer, Chaitanya Ashram, Tallab Tillo, Jammu on **25.02.2019** at 1400 hours. The prospective bidders may contact the Office of SASB to register themselves for Pre-bid conference.
- 4.3. The Bidders are required to submit two separate **Bids** i.e. – **Technical** and **Financial**, strictly as per format given in **Schedule A** (containing all documents for technical qualification; cost of Bidding Document in the shape of Demand draft or receipt of payment; and EMD in the shape of CDR/ FDR) and **Schedule B** (containing Price Bid i.e. B-a & B-b,) of this DNIT respectively. The two **Bids** should be submitted in two separately sealed envelopes superscribed “**Technical Bid for Fabrication & Supply of Toilets – Yatra 2019**” and “**Financial Bid for Fabrication & Supply of Toilets – Yatra 2019**”. Both the sealed envelopes should be put in a

third envelop, sealed and super scribed “**Tender for Fabrication & Supply of Toilets – Yatra 2019**”. The bids, as are not submitted as per format prescribed in **Schedules A and B** are liable to be rejected.

- 4.4. The Bid duly completed, along with an Earnest Money Deposit (EMD) of Rs 1.00 lakh only, in the form of CDR/ FDR in favour of “FA & CAO Shri Amarnathji Shrine Board” payable at Jammu, must be dropped in the Tender Box kept in the office of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu or sent by Registered Post /Courier to FA & Chief Accounts Officer at aforesaid address by 1400 hours latest on 11.03.2019. The Bids received after the afore-stated date and time will not be considered. The Shrine Board shall not be responsible for any delay/ loss of documents or correspondence sent by courier/ post.
- 4.5. The Bids not accompanied by EMD (and cost of tender documents) shall be summarily rejected. The EMD (and cost of tender documents) should be placed inside the Technical Bid. The EMD shall be forfeited if the Bidder withdraws his bid during the period of Bid’s validity. The EMD of the Successful Bidder shall be forfeited if he fails to execute the Contract or fails to furnish the required Performance Security Deposit within the prescribed time frame. The EMD of the unsuccessful Bidder(s) shall be returned after the Letter of Award of Contract is issued to the Successful Bidder. In case of Successful Bidder, the amount towards EMD will be adjusted against Performance Security Deposit.
- 4.6 The intending Bidders are advised to obtain information about the actual conditions on the ground. The Bidder shall bear all costs associated with the preparation and submission of his bid and the Shrine Board shall, under no circumstances, be responsible for those costs, regardless of the outcome of the tender proceedings.
- 4.7 The Bidder is expected to examine all Instructions, Schedules, Formats, Terms and Conditions and Scope of Work mentioned in the DNIT. Failure to furnish all relevant information as prescribed in the Tender Document or submission of Tender not substantially responsive to the Tender Document in every respect will be at Bidder’s risk and may result in the rejection of the bid.
- 4.8. 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.
- 4.9. Any Bid which stipulates any alteration to any of the conditions laid down or which proposes any other condition of any description whatsoever is liable to be rejected. The Bidder shall furnish a ‘Compliance Statement of Specifications’ as per **Annexure B** along with the Technical Bid.
- 4.10 The Bidder must satisfy himself that it fulfills all the prescribed eligibility conditions to avoid rejection of its bid.

- 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 (B-a, B-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 this NIT. The CEO, SASB 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 CEO/ Addl. CEO at least seven days before last date prescribed for submission of bids. Except for any written clarification by CEO/ Addl. CEO, 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 our webpage (www.shriamarnathjishrine.com) and NOT in the newspaper. The Bidders should keep themselves updated on this account.
- 4.14 The Technical Bid shall be opened at 1500 hours on 11.03.2019 in the office of the Addl. Chief Executive Officer, SASB in the presence of the authorized representatives of the Bidders who may wish to be present at that time. A bidder who's Technical Bids has been accepted shall be informed about the date and time for opening of the Financial Bids.
- 4.15 The CEO, 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.
- 4.16 The Bid should remain valid and open for acceptance for a period of 90 days from the last date of its receipt.
- 4.17 The CEO/ Addl. CEO, SASB 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 Terms and Conditions incorporated in the NIT. The CEO/ Addl. CEO, 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 Contractor as prescribed in the Contract.
- 4.18 The eligible Bidder shall then be required to furnish a Performance Security Deposit within ten days of receipt of 'Letter of intent' (LOI) equal to 10% of the total value of the Contract, in the form of CDR/ FDR in favour of FA/ Chief Accounts Officer, SASB. The EMD of the eligible Bidder will be adjusted against the amount to be deposited as Performance Security Deposit. In case the eligible Bidder fails to submit the Performance Security Deposit of the requisite amount within the stipulated period, the 'Letter of Intent' is liable to be withdrawn and the EMD is liable to be forfeited, at the discretion of the CEO, SASB.

- 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 fifteen days of receipt of 'Letter of Intent'.
- 4.20 On receipt of Performance Security Deposit, an execution of agreement with SASB within the stipulated time, Letter of Award (LOA) shall be issued in favour of the eligible bidder.
- 4.21 Chief Executive Officer, SASB reserves the right to reject all or any bid in whole, or in part, without assigning any reason. Any enquiry after the submission of tender will not be entertained.

Sd/-
Additional Chief Executive Officer
Shri Amarnathji Shrine Board

5.00 **Job Description**

- a. **Fabrication and Supply of structural steel framed toilets (as per type design), to be fitted with Stainless Steel Indian Type Commode.**
- i) The Successful Bidder (to be referred to as 'Contractor' hereinafter) will have to fabricate, supply mild steel framed toilets with Indian stainless steel WC as per specifications given below at Base Camps (Baltal/ Chandanwari).

	Specifications
1	<p>Structural steel work welded in built-up section truss and framed work including cutting, hosting and fixing in position, nuts and bolts of required size with washers, etc complete conforming to ISI Specification.</p> <p><u>Base frame and superstructure.</u></p> <p>i. MS Tee 50x50x6mm = 4.05 Rm @4.50kg/Rm = 18.23 kg.</p> <p>ii. MS Angle 40x40x6mm = 2.30 Rm+1.2Rm = 3.5Rm @3.50kg/Rm = 12.25 kg.</p> <p>iii. MS Angle 50x50x6mm = 1.22Rm @4.5 kg/Rm = 5.49 kg.</p> <p>iv. MS Plate 150x150x6mm = 4 no. @1.06kg/plate = <u>4.24 kg</u> Total = 40.21 kg</p> <p>v. MS Pipe 25mm²(1.6 mm thick) 8.4+10+10+7.15+9.96 =45.51Rm @1.10 kg/Rm = 50.06 kg (A)</p> <p>vi. MS Pipe ERW 55x40x20mm = 5 <u>Rm@1.42</u> kg/rm = <u>7.1 kg (B)</u> Total (A+B) = 57.16 kg.</p> <p>vii. Zinc coated (Non Rusting) nuts and bolts 12x40 mm = 12 nos. 10x50 mm = 04 nos. 10x65 mm = 10 nos. 10x65 mm = 08 nos. (CSK) SDS 25 mm = <u>06 nos.</u> = 40 nos. Avg. wt. 2kg for 40 nos.</p> <p>viii. Flooring: Aluminum chequered sheet 1.5 mm thick for flooring/base plate (1220X815 mm)=0.995 sqm. Say 1 sqm</p> <p>ix. Grating: PVC waste coupling for Flooring/base <u>plate.@1/e= 1 no.</u></p>
2	<p>Providing and fixing mild steel sheet 0.63mm thick for side walls, front/back and roof with fillet welding (properly filled/ grinding to give an even shape) of 40 mm @ 150mm c/c spacing with trapezoidal groove/corrugation of size (width = 45mm + 35mm) &15mm depth with spacing of groves vertically as;</p> <p>i. Side panels: @291mm c/c</p> <p>ii. Front & back: @ 278mm c/c</p> <p>iii. Top (roof): @280mm c/c</p> <p>Back Panel = 0.83 x 1.83 = 1.52 sqm. Front Panel = 0.77 x 1.77 = 1.36 sqm. Side Panel =2x1.17x(2+1.83) = 4.49 sqm</p>

	$\text{Roofing} = 1.23 \times 1.54^2 = 1.89 \text{ sqm}$ $\text{Total} = 9.26 \text{ sqm}$ <p>Add 5% on a/c of corrugation of Sheets</p> $= 0.47 \text{ sqm}$ $\text{Total} = 90 \text{ sqm} @ 0.5 \text{ kg/sqm} = 45 \text{ kg.}$
3	Providing and fixing stainless steel (304 Grade) Indian water closet, Pan (Orissa Pattern), 590mmx490mm (weighing 2.70 kg and of 1.12 mm thick Stainless steel Sheet, IS marked, ISO certified and reputed make), including fixing with necessary stainless steel nuts and bolts.
4	Providing and fixing ISI mark M.S. Pintol Hinges bright finished duly welded complete (75mm x 12mm) 4 nos./ toilet
5	Providing and fixing IS mark oxidized M.S. i. Sliding door bolt duly welded complete (125mm x 14mm) = 1 no./toilet ii. Tower bolt (150mmx10mm) = 2 no./per toilet
6	Providing and fixing IS mark oxidized M.S. handle welded to frame complete 100mm = 2 no./per toilet
7	Providing and fixing IS mark oxidized MS hangers with proper screws fitted to the frame work (hanger with 3 pegs) = 01 no/e.
8.	Applying priming coat with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel structure of toilets = 24 sqm/toilet
9	Painting with Synthetic enamel paint of approved brand and manufacture and give an even shade. Two or more coats on new work.(green colour) = 24 sqm/toilet
10	Carriage of material from manufacturing unit by Mechanical transport up to Yatra Base Camp. a) Domail (Baltal) – 102 kms from Srinagar b) Chandanwari – 61 kms from Khanabal (District Anantnag)

Total Indian Type Toilets = 75 nos.

- i. Out of 75 Indian Type Toilets, 40 & 35 toilets shall be supplied in partial knocked-down* condition at Chandanwari/ Nunwan and Baltal Base Camps respectively.
**Partial knocked-down condition means toilets disassembled only to such extent as approved by Engineer-in-Charge (General Manager (Works)).*
- ii) For further details and the quality of work, the intending Bidders are advised to see a sample of the Toilet kept at the Shri Amarnathji Shrine Board office, at Chaitanya Ashram, Talab Tillo, Jammu. The aforesaid sample can be seen on any working day (Monday-Saturday) from 10.00 AM to 4.30 PM.

b. **Fabrication and Supply of structural steel framed toilets (as per type design), to be fitted with Stainless Steel European Type Commode:**

- i) The Successful Bidder (to be referred to as 'Contractor' hereinafter) will have to fabricate, supply mild steel framed toilets with European stainless steel WC as per specifications given below at Base Camps (Baltal/ Chandanwari).

S. No.	Specifications
1	<p>Structural steel work welded in built-up section truss and framed work including cutting, hosting and fixing in position, nuts and bolts of required size with washers, etc complete conforming to ISI Specification.</p> <p><u>Base frame and superstructure.</u></p> <p>i. MS Tee 50x50x6mm = 4.05 Rm @4.50kg/Rm = 18.23 kg.</p> <p>ii. MS Angle 40x40x6mm = 2.30 Rm+1.2Rm= 3.5Rm @3.50kg/Rm = 12.25 kg.</p> <p>iii. MS Angle 50x50x6mm = 1.22Rm @4.5 kg/Rm = 5.49 kg.</p> <p>iv. MS Plate 150x150x6mm = 4 no. @1.06kg/plate = 4.24 kg</p> <p>v. M.S Flat 150X50X6mm = 2 <u>no.@0.375/pc.</u> = 0.75 kg</p> <p style="text-align: right;">Total = <u>40.96 kg</u> Say 41 kg</p> <p>vi. MS Pipe 25mm²(1.6 mm thick) 5.6+10+10+7.15+9.96 = 42.71Rm @1.10 kg/Rm = 47 kg (A)</p> <p>vii. MS Pipe ERW 55x40x20mm = 5 <u>Rm@1.42</u> kg/rm = <u>7.1 kg (B)</u> Total A+B = <u>54.10 kg.</u></p> <p>viii. Zinc coated (Non Rusting) nuts and bolts 12x40 mm = 12 nos. 10x50 mm = 04 nos. 10x65 mm = 10 nos. 10x65 mm = 08 nos. (CSK) SDS 25 mm = <u>06 nos.</u> = 40 nos. Avg. wt. 2kg for 40 no. N/B</p> <p>ix. Flooring: Aluminum chequered sheet 1.5 mm thick for flooring/base plate (1220X815 mm)=0.995 sqm. Say 1 sqm</p> <p>x. Grating: PVC waste coupling for Flooring/base plate. @1 per toilet</p>

2	<p>Providing and fixing mild steel sheet 0.63mm thick for side walls, front/back and roof with fillet welding (properly filled/ grinding to give an even shape) of 40 mm @ 150mm c/c spacing with trapezoidal groove/corrugation of size (width = 45mm + 35mm) & 15mm depth with spacing of groves vertically as;</p> <p>i. Side panels: @291mm c/c ii Front & back: @ 278mm c/c i. Top (roof): @280mm c/c</p> <p>. Side covering Mild Steel Sheet 1.20mm thick molded as per Type Design</p> <p>Back Panel = 0.83 x 1.83 = 1.52 sqm. Front Panel = 0.77 x 1.77 = 1.36 sqm. Side Panel = $2 \times 1.17 \times \frac{(2+1.83)}{2}$ = 4.49 sqm</p> <p>Roofing = 1.23 x 1.54 = 1.89 sqm Total = 9.26 sqm</p> <p>Add 5% on a/c of corrugation of Sheets = <u>0.47 sqm</u> =88.74sqm say 90sqm</p> <p>Total = 90 sqm@0.5kg/sqm = 45kg</p>
3	<p>Providing and fixing stainless steel (304 Grade), European water closet, floor mounting pan S. Trap Model no. BSE WCS – 307 (weighing 7.2 kg) ISI marked ISO certified and reputed make) including fixing with necessary stainless steel nuts and bolts. = 01 no.</p>
4	<p>Providing and fixing P.V.C low level flushing cistern with manually controlled device (handle level) conforming to IS: 7231, with all fittings and fixtures complete: = 01 no.</p>
5	<p>Providing and fixing solid plastic seat with lid for pedestal type W.C. pan of approved ISI specification complete. = 01 no.</p>
6	<p>Providing and fixing ISI mark M.S. Pintol Hinges bright finished duly welded complete (75mm x 12mm) (4 nos. per toilet) =4x1 = 4 nos.</p>
7	<p>Providing and fixing ISI mark oxidized M.S.</p> <p>i. Sliding door bolt duly welded complete (125mm x 14mm) 1 no./toilet = 1x1 = 1 no.</p> <p>ii. Tower bolt (150mmx10mm) 2 no./per toilet =2x1 = 1 no.</p>
8	<p>Providing and fixing ISI mark oxidized M.S. handle welded to frame complete 100mm – 2 nos. per toilet =2x1 = 2 nos.</p>
9	<p>Providing and fixing ISI mark oxidized MS hangers with proper screws fitted to the frame work (hanger with 3 pegs) = 01 no /Toilet</p>
10	<p>Applying priming coat with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel structure of toilets 24 sqm/toilet = 24 sqm/ toilet</p>
11	<p>Painting with Synthetic enamel paint of approved brand and manufacture and give an even shade. Two or more coats on new work.(gray colour) 24 sqm/toilet = 24 sqm/toilet</p>

12	Carriage of material from manufacturing unit by Mechanical transport up to Yatra Base Camp. a) Domail (Baltal) – 102 kms from Srinagar b) Chandanwari – 61 kms from Khanabal (District Anantnag)
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Total European Type Toilets = 25 nos.

- i). Out of 25 European Type Toilets 10 & 15 toilets each shall be supplied in partial knocked-down* condition at Chandanwari/ Nunwan and Baltal Base Camps respectively.
** Partial knocked-down condition means toilets disassembled only to such extent as approved by Engineer-in-Charge (General Manager (Works)).*
- ii) For further details and the quality of work, the intending Bidders are advised to see a sample of the Toilet kept at the Shri Amarnathji Shrine Board office at Chaitanya Ashram, Talab Tillo, Jammu. The aforesaid sample can be seen on any working day (Monday-Saturday) from 10.00 AM to 4.30 PM.

iii) CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

CLAUSE-1 : DEFINITIONS;

In the contract, the following words and expressions shall, unless context otherwise requires, have the meaning hereby respectively assigned to them:

- i) **Contract:** means the formal agreement executed between the competent authority on behalf of the Chief Executive Officer (CEO), Shri Amarnathji Shrine Board (SASB) and the Contractor.
- ii) **Contract Value:** means the monetary value of entire work as stipulated in Letter of Award.
- iii) **Contractor:** means the successful Bidder who is awarded the Contract to perform the work and shall be deemed to include the Contractor's successors, executors, representatives or assignees, approved by the Engineer-in-charge.
- iv) **SASB:** shall mean the Shri Amarnathji Shrine Board.
- v) **Engineer-in-charge:** means General Manager (Works) or any other Engineer authorized by CEO/ Addl. CEO, SASB to direct, supervise and be in-charge of the works for the purpose of execution of this Contract.
- vi) **CEO:** means Chief Executive Officer, SASB.
- vii) **Letter of Award:** means a letter from the CEO/ Addl. CEO, SASB conveying the acceptance of the bid subject to such reservations as may have been stated therein.
- viii) **Drawings:** means the drawings referred to in the specifications and/ or any modifications of such drawings approved in writing by the Engineer-in-charge and shall also include drawings issued for actual execution of the work from time to time by the Engineer-in-charge.

- ix) **Work/ Works:** means work/ works to be executed in accordance with the Contract.

CLAUSE – 2 : INTERPRETATIONS

- 2.1 Words meaning singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

CLAUSE – 3 : PERFORMANCE SECURITY DEPOSIT

- 3.1 Within ten days of the receipt of the 'Letter of Intent', the Contractor shall be required to deposit a Performance Security Deposit of an amount equal to 10% of the Contract Value minus the amount already deposited as Earnest Money. The deposit of the aforesaid additional amount should be in the form of CDR/ FDR pledged in favour of FA/ CAO, SASB payable at any scheduled/ nationalized Bank at Jammu/ Srinagar.
- 3.2 The Contractor whose bid is accepted and has been issued 'Letter of Intent' shall have to enter into an agreement with SASB for the due fulfillment of the Contract within 15 days of receipt of 'Letter of Intent'.
- 3.3 The Performance Security Deposit shall remain with SASB till the expiry of Defect Liability Period (DLP).
- 35.1 If the Contractor fails to furnish the Performance Security Deposit within the specified period, the EMD submitted by the Contractor shall be forfeited and the 'Letter of Intent' shall be withdrawn.
- 35.1 If the Contractor neglects to observe or fails to perform any of his obligations under the Contract, it shall be lawful for the SASB to forfeit either in whole or in part, the Performance Security Deposit furnished by the Contractor. However, if the Contractor duly performs and completes the Contract in all respects and presents Completion Certificate from Engineer-in-charge, the SASB shall refund the Security Deposit to the Contractor after deduction of cost and expenses that the SASB may have incurred and other money including all losses and damages which the SASB is entitled to recover from the Contractor after Defect Liability Period.
- 3.6 In case of delay in the progress of work, the Engineer-in-charge shall issue to the Contractor a memo in writing pointing out the delay in progress and calling upon the Contractor to explain the causes for the delay within three days of receipt of the memo and seven days from issuance of memo whichever is earlier. If the Engineer-in-charge is not satisfied with the explanations offered, he may forfeit the Performance Security Deposit and/ or withhold payment of pending bills in whole or in part.

- 3.7 All compensation or other sums of money payable by the Contractor under the terms of this Contract or on any other account whatsoever may be deducted from his Performance Security Deposit or from any sums which may be due or may become due to the Contractor by the SASB on any account whatsoever.

CLAUSE – 4: REFUND OF SECURITY DEPOSIT

- 4.1 The Security Deposit less any amount due shall, on demand, be returned to the Contractor on the expiry of Defect Liability Period, provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

CLAUSE – 5: SUFFICIENCY OF TENDER

- 5.1 The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates quoted in the Price Bid.
- 5.2 The Contractor is deemed to have independently obtained all necessary information for the purpose of preparing the bid and he shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 5.3 Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the forgoing or any other matter affecting the Contract shall not relieve the Contractor, of his responsibility/ risk/ liability for completion of the work as per the terms of the Contract.

CLAUSE – 6 CONTRACT DOCUMENTS

- 6.1 The language of the Contract Documents shall be English.

CLAUSE – 7 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 The Contractor shall study and compare the drawings, specifications and other relevant information given in the Tender Document, Letter of Award, other documents and shall report in writing to the Engineer-in-charge any discrepancy and inconsistency within seven days of receipt of such documents. The decision of the Engineer-in-charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.
- 7.2 Any error in description, quantity or price in Schedule of Quantities and Prices (Price Bid) or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

CLAUSE – 8 DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE

- 8.1 The duties of the Engineer-in-charge are to supervise the works and to test and examine any materials/ parts to be used or workmanship employed in connection with the works.
- 8.2 The Engineer-in-charge may disapprove any work or materials found substandard. The Engineer-in-charge thereafter may order pulling down, removal or breaking up of the substandard item. The Contractor shall comply at his own expense; again carry out such works as directed by the Engineer-in-charge.
- 8.4 If the Contractor is dissatisfied with any decision of the Engineer-in-charge, he will be entitled to refer the matter to the CEO/ Addl. CEO, SASB, who shall thereupon confirm, reverse or vary such decision and the decision of the CEO/ Addl. CEO, SASB in this regard shall be final and binding on the Contractor.

CLAUSE – 9 ASSIGNMENT AND SUB-LETTING

- 9.1 The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the Contract. The Contractor shall also be fully responsible to the SASB for all the acts and omissions of the sub-Contractor, his employees and agents or persons directly employed by the Contractor. However, the employment of piece rate works shall not be construed as sub-letting.

CLAUSE – 10 COMMENCEMENT OF WORK

- 10.1 The Contractor shall commence the work at his fabrication site within seven days of the issue of Letter of Award. If the Contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Security Deposit.

CLAUSE – 11 WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.

- 11.1 The Contractor shall execute the work in the most substantial and workman like manner as per the specification laid down or as may be laid down by the Engineer-in-charge under the Terms of the Contract.
- 11.2 All instructions and orders in respect of the work shall be given by the Engineer-in-charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.

CLAUSE – 12 CONTRACTORS SUPERVISION

- 12.1 The Contractor shall either himself supervise the execution of the works or shall appoint at his own expense an Engineer, approved by the Engineer-

in-charge, as his accredited agent. The Contractor or his agent shall be present at the site(s) and shall superintend the execution of the works. The directions/ instructions given by the Engineer-in-charge to the Contractor's agent shall be considered to have the same force as if these had been given to the Contractor himself.

- 12.2 If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the Contractor and take over the supervision of the work. For any such suspension, the Contractor shall be held responsible for delay so caused to the works.

CLAUSE – 13 INSTRUCTION AND NOTICE

- 13.1 Except as otherwise provided in this Contract, all notices to be given on behalf of the SASB and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-charge.
- 13.2 All instructions, notices and communications etc. under the Contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 13.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the Contractor, if delivered to the Contractor, his authorized agent, or left at, or posted to, the address given by the Contractor or his authorized agent or to the last known place of abode or business of the Contractor or his agent. The aforesaid instructions, notices and communications, if sent by post, shall be deemed to have been served on the date when, in the ordinary course, these would have been so delivered to him and, in other cases, on the day on which the same were so delivered or left.

CLAUSE – 14: MATERIALS

- 14.1 The Contractor shall at his own expenses provide / arrange all materials required for the bonafide execution of work under the Contract.
- 14.2 All materials parts to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials parts as may be specified by the Engineer-in-charge.
- 14.3 The Engineer-in-charge or his representative shall be entitled at any time to inspect and examine any materials parts intended to be used for works, either at the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose,

the Contractor shall afford such facilities as may be required for such inspection and examination.

CLAUSE – 15: LAWS GOVERNING THE CONTRACT

15.1 The Courts at Jammu/ Srinagar only shall have the jurisdiction to decide any dispute arising out of the execution of this Contract.

CLAUSE – 16: LABOUR

16.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and to ensure quality workmanship, to the satisfaction of the Engineer-in-charge.

16.2 The contractor 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 disease) arising out of and in the course of employment and resulting in disablement or death.

CLAUSE – 17: FORCE MAJEURE

17.1 The term Force Majeure shall herein mean Riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake, lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts.

17.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the SASB nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

17.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission of bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

CLAUSE -18 LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 18.1 If it appears to the Engineer-in-charge or his representative at any time before the expiry of the Defect Liability Period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

CLAUSE – 19 CONTRACTOR’S LIABILITY AND INSURANCE

- 19.1 The Contractor shall indemnify and keep indemnified the SASB against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of execution of works during the Contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/ compensations of the third party.

CLAUSE – 20 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

- 20.1 If at any time after acceptance of the bid, the CEO/ Additional CEO, SASB decides to abandon or reduce the scope of the works for reason whatsoever, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.

CLAUSE – 21 TERMINATION OF CONTRACT ON DEATH

- 21.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concerned and in the case of partnership, the surviving partners are capable of carrying out and completing the Contract, the Engineer-in-charge shall be entitled to terminate the Contract as to its incomplete part without the SASB being in anyway liable to payment of any compensation whatsoever on any account to the heirs of the deceased Contractor and/or to the surviving partners of the Contractor’s firm on account of termination of

the Contract. The decision of the Engineer-in-charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the Contract shall be final and binding on the parties. Provided that the power of the Engineer-in-charge of such termination of Contract shall be without prejudice to any other right or remedy available to him under the Contract.

CLAUSE – 22 CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART

22.1 If the Contractor –

- i) commits default in complying with or commits breach of any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it immediately and not later than seven days in any case after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the Contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-charge ; or
- iii) fails to commence, carry and execute the work to the satisfaction of the Engineer-in-charge; or
- iv) Abandon the work; or
- v) Substantially suspend the work or the works without any valid reason/ prior permission of SASB; or
- vi) The Contractor becomes bankrupt or insolvent.
- vii) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof.

The CEO, SASB shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy available to him under the Contract.

CLAUSE – 23 COMPLETION TIME AND EXTENSIONS

23.1 The supply of toilets as per the quantity and specifications prescribed in the Contract must be made at Baltal/ Chandanwari within 40 days of the date of issue of Letter of Award.

23.2. Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the Contract.

23.3 However, if the work is delayed on account of:

- i) Increase in the quantity of work to be done under the contract, or
- ii) Suspension of work; or

“Force Majeure”; or

Any other cause which, in absolute discretion of the Engineer-in-charge is beyond the Contractor’s control; then within three days of the happening of any such event, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless make his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard.

- 23.4 If the Contractor applies in writing, mentioning the event causing the delay, for extension of time, the Engineer-in-charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided that in the event of non-receipt of a request for such extensions from the Contractor, the Engineer-in-charge may recommend, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication.

CLAUSE – 24 : LIQUIDATED DAMAGES

- 24.1 If the Contractor fails to complete the work within the period(s) of completion as stipulated or within any extended period as may be accorded by Engineer-in-charge, he shall without prejudice to any other right or remedy of the SASB on account of such default, pay compensation (not by way of penalty) at the rate of 1.5% per day on the total value of the work subject to a maximum of 5% of total value of the work.
- 24.2 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Contractor.
- 24.3 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which may have been sustained.
- 24.4 Payment of such damages shall not relieve the Contractor of his obligation to complete the work or from any other of his obligation or liabilities under the Contract.

CLAUSE – 25 INSPECTION AND APPROVAL

- 25.1 All works shall be subject to examination and approval of the Engineer-in-charge and the decision of the Engineer-in-charge in this regard shall be final and binding.

CLAUSE – 26 COMPLETION CERTIFICATE

- 26.1 The work shall be completed to the entire satisfaction of the Engineer-in-charge and within the specified time limit and terms and conditions of the Contract. As soon as the work under the Contractor is completed, the Contractor shall give notice of such completion to the Engineer-in-charge. The Engineer-in-charge shall inspect the work

and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion.

CLAUSE – 27 DEFECT LIABILITY PERIOD

- 27.1 The Contractor shall be responsible to make good and remedy, at his cost, any defect which may develop or be noticed before the expiry of Defect Liability Period. The Defect Liability Period shall extend to one year from the date of issue of Completion Certificate by the Engineer-in-charge.

CLAUSE – 28 MEASUREMENTS

- 28.1 The Engineer-in-charge shall determine by measurement the value of work done in accordance with the Contract.
- 28.2 All items having a financial value shall be entered in Measurement Book so that the complete work performed under the Contract is duly accounted for.
- 28.3 Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 28.4 Before taking measurements of any works, the Engineer-in-charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, the measurements taken by the Engineer-in-charge or his representative deputed by him for this purpose shall be taken to be correct and final measurements of such works.
- 28.5 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 28.6 Measurements shall be signed and dated by both parties each day on completion of measurement. If the Contractor objects to any of the measurement recorded by the representative of the Engineer-in-charge, a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-charge on any such dispute shall be final and binding on the Contractor in respect of the Contract.

CLAUSE – 29 PAYMENT ON ACCOUNT

- 29.1 Interim bills shall be submitted by the Contractor monthly basis or before the date fixed by the Engineer-in-charge for the items of work completed. The Engineer-in-charge shall then arrange to have the bills

verified with reference to the measurements recorded in the Measurement Book(s).

- 29.2 Payment on account for amount admissible after the Engineer-in-charge certifies the sum to which the Contractor is considered entitled by way of interim payment for the work executed after deducting there from the amount already paid, and such other amounts as may be withheld, deductible or recoverable in terms of the Contract.
- 29.3 Payment of the Contractor's bills shall be made by the SASB only in Indian Rupees within 30 days from the date of submission of the bill, duly certified by the Engineer-in-charge.
- 29.4 Payments due to the Contractor shall be made by crossed cheque by the Chief Accounts Officer, SASB.
- 29.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 29.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 29.7 TDS at the applicable rates shall be deducted at source from any payment made to the Contractor under this Contract.

CLAUSE – 30 TAXES, DUTIES AND LEVIES ETC.

- 30.1 The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, GST or any other local or central taxes as applicable/ charged by Center or State Government on all materials, including, POL (and increase if any, on these during the currency of the Contract) that the Contractor has to purchase for the performance of the Contract, shall be payable by the Contractor and the CEO/ Addl. CEO will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the Contractor in his bid shall be deemed to be inclusive of all such taxes, duties, levies etc and FOR destination (Chandanwari/ Baltal).

CLAUSE – 31 PAYMENT OF FINAL BILL

- 31.1 The final bill shall be submitted by the Contractor within one month from the date of issue of the Certificate of Completion. No claim shall be considered after the expiry of one month period from the date of issue of Certificate of Completion.

CLAUSE – 32 OVER PAYMENTS AND UNDER PAYMENTS

- 32.1 The SASB reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. If as a result of such audit and technical examination, any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under Contract, it shall be recovered by the SASB from the Contractor, and if any under payment is discovered, the amount shall be duly paid to the Contractor by the SASB.

CLAUSE – 33 FINALITY CLAUSE

- 33.1 It shall be accepted that, as an inseparable part of the Contract, the matters regarding materials, workmanship, removal of improper work, interpretation of the Contract, drawings and Contract specifications, mode of procedure and the carryout out of the work, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

CLAUSE – 34 ARBITRATION

- 34.1 Except as otherwise provided herein, all questions, disputes or difference in respect of the Contract shall be resolved through joint discussions between CEO, SASB or his representative and the Contractor. However, in the event of dispute(s) not being resolved by joint discussions, the matter will be referred to a sole Arbitrator to be nominated by Chairman, SASB (Honorable Governor, J&K).
- 34.2 If the Arbitrator to whom the matter is originally referred is transferred or vacates his office or is unable to act for any other reason, then Chairman, SASB shall appoint another person to act as sole Arbitrator, who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 34.3 The award of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 34.4 A notice of the existence in question, dispute or difference in connection with the Contract must be served by either party within 30 days of the expiry of the Defect Liability Period, failing which all rights and claim under this Contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 34.5 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 34.6 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the SASB shall be withheld on account of such proceedings except to the extent which may be in dispute.

- 34.7 The J&K Conciliation and Arbitration Act 1997 and the rules made there under in force shall apply to the Arbitration proceedings under this clause.
- 34.8 The parties to the Contract must undertake recourse only to Arbitration proceedings under for J&K Conciliation and Arbitration Act 1997. The venue of the Arbitration proceeding shall be Jammu/ Srinagar and the parties will not have recourse to any Civil Court to settle any of their disputes arising out of this Contract except through Arbitration.

CLAUSE – 35 VALIDITY OF TERMS AND CONDITIONS

- 35.1 The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the right and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

Sd/-
Additional Chief Executive Officer
Shri Amarnathji Shrine Board

SCHEDULE – A (TECHNICAL BID):

Part – A (Basic Details)

#	Item	Details
1	Name of Agency	
2	Legal Status of the Agency (whether a Company/ Society/ Firm)	
3	Address of the Agency (along with phone and email ID)	
4	Name, Address, Phone numbers (Landline and Mobile) and email ID of the authorized person of the Agency with whom to deal	Name:
		Address:
		Phone:
		Email:
5	PAN No. <i>(please enclose an attested copy)</i>	
6	GSTIN No. <i>(please enclose an attested copy)</i>	
7	Details of Banker and Bank Account No.	
8	Availability of credit facility duly certified by the Bankers <i>(not more than three months)</i>	

*Signature of Bidder
(with seal)*

S. No.	Item	Details		
9	Registration details: Registration No. / other documents of the Agency <i>(attach a certified copy of Registration Certificate/ other documents; please see NIT – ‘Documents Establishing Bidder’s Eligibility’)</i>	Registration No:		
		Date of Issue:		
		Date of Expiry:		
		Authority with whom registered and their address:		
10	Name and address (along with phone numbers and Email) of Directors/ Owners/ Executive Council Members, as applicable <i>(Add separate sheet, if necessary)</i>	S. No.	Name	Address

 Signature of Bidder
 (with seal)

S. No.	Item	Details
11	Amount and details of Tender Fee paid	Rs. <i>(in words)</i> :
		Receipt No./ DD No:
		Date:
12	Amount and details of Earnest Money Deposit submitted	Rs. <u>(in words)</u> :
		CDR/ FDR No.
		Dated:
		In favour of
		Date of issue:
		Name of Issuing Authority:

S. No.	Item	Details
13	Whether General Power of Attorney/ Board of Directors Resolution/ Deed of Authority executed in favour of person(s) authorized to sign the Tender Document, and the Contract, and all correspondence Documents thereof attached (YES/ NO)?	<i>(Please attach a certified copy of the relevant documents)</i>
14	Whether an Affidavit on Rs.100/- Stamp paper stating that every information furnished by the bidder is correct and to the best of his knowledge and that no criminal/ income tax/	<i>(Please attach the affidavit)</i>

	blacklisting case is pending against him attached (YES/ NO)?	
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PART- B: RELEVANT EXPERIENCE IN THE PAST FIVE YEARS

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

1. (i) Organizational Structure.
(ii) Range of services provided with specific details.
2. Relevant experience in past seven years as per format given in **Annexure-A**. The Bidder must furnish 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 and also furnish information in following format *(please add rows as necessary for other sectors, if applicable)*.
3. Details of Specification offered along with Compliance Statement of Specifications as per format given in **Annexure-B**.

Signature of Bidder
(with seal)

PART- C: DETAILS OF TURNOVER

The Bidder must furnish certified copies of (a) Audited Balance Sheet of last three years, (b) Audited Income and Expenditure Statement of last three years, (c) Audit Report of last three years, and (d) Audited Profit and Loss Account of last three years and furnish the information in the following format *(please add rows as necessary)*.

S. No.	Financial Year	Turnover (in Rs.)
1.		
2.		
3.		

PART- D: DECLARATION CERTIFICATE

I, _____, working
as _____ in this organization and authorized to
issue this certificate, certify that:

- (a) We have gone through the contents of the NIT dated _____ and the related Tender Documents and fulfill the prescribed eligibility criteria as per the Tender Document.
- (b) All relevant documents are enclosed with our Technical Bid.
- (c) The contents of our Technical Bid have been duly authenticated and are based on actual work carried out by our Agency, as per record.

Signature of Bidder
(with seal)

- (d) We have understood that in case it is found that our agency does not fulfill any of the conditions, or relevant details/ supporting documents are not found to be enclosed, we will not be given any opportunity for any clarifications and our Technical Bid will be evaluated based on available documents in the Technical Bid.

Signature of the Bidder
(with seal)

Date: _____

Name: _____

Address: _____

Designation: _____

ANNEXURE – A

PERFORMANCE STATEMENT FORM
(For a period of last seven years)

Name of the Firm _____

Order placed by (full address of purchaser)	Order no. and date	Description and quality of order	Price (Rs. in lakh)	Date of completion of delivery as per Contract/ Actual	Remarks indicating reason for late delivery, if any	Has the work been satisfactorily executed? (Attach a certificate from the Purchaser/ Consignee)	Contact person along with Tel. No., Fax No. & email address
1	2	3	4	5	6	7	8

Signature of Bidder
(with seal)

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. No.	Name of Specifications/ Part/ Accessories of Tender Enquiry	Specifications of quoted Model/ Item	Compliance whether 'YES' or 'NO'	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

Signature of Bidder
(with seal)

“B-a” FABRICATION AND SUPPLY OF ONE (1) TOILET WITH INDIAN TYPE (WATER CLOSET)

(Rate to be quoted in Rupees both in words and figures, inclusive of all taxes/ levies and FOR destination (Baltal/ Chandanwari)

#	Specifications			Rate to be quoted	
		Unit	Quantity	(in words & figures)	Total Amount
PART – A (FABRICATION)					
1	Structural steel work welded in built-up section truss and framed work including cutting, hosting and fixing in position including nuts and bolts of required size with washers etc complete conforming to ISI Specification. i. Base frame and superstructure. MS Tee 50x50x6mm MS Angle 40x40x6mm MS Angle 50x50x6mm MS Plate 150x150x6mm	kg	40.20		
	MS Pipe 25mm square MS Pipe 55x40x20mm	kg	57.16		
	Zinc coated (Non Rusting) nuts and bolts 12x40mm = 12 nos. 10x50mm = 04 nos. 10x65mm = 10 nos. 10x65mm = 08 nos. (CSK) SDS 25mm = 06 nos. = 40nos. (2kg) for one Toilet.	Kg	02		
2	Providing and fixing of Aluminum chequered sheet 1.5 mm thick for flooring @1.00 sq mtr./ toilet base (size 1220x815mm)	Sqm	01		
3	Providing and fixing mild steel sheet 0.63mm thick for side walls, front/ back and roof with fillet welding of 25 mm @ 150mm c/c spacing with trapezoidal groove/ corrugation of size (width = 45mm + 35mm) &15mm depth with spacing of groves vertically as; i. Side panels: @291mm c/c ii. Front & back: @ 278mm c/c iii. Top (roof): @ 280mm c/c	kg	48		
4	Providing and fixing ISI mark M.S. butt Hinges bright finished duly welded complete (75mm x 12mm) (4 nos. per toilet)	No.	04		
5	Providing and fixing ISI mark oxidized M.S. i. Sliding door bolt duly welded complete (150mm x 14mm) 1no./toilet	No.	01		
6	Tower bolt (150mmx10mm)1 no./per toilet	No.	01		
7	Providing and fixing ISI mark oxidized M.S. handle duly welded complete (100mm) (2				

	nos. per toilet)	No.	02		
8	Applying priming coat with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel structure of toilets.	Sqm	24		
9	Painting with Synthetic enamel paint of approved brand and manufacture and give an even shade. Two or more coats on new work.(green colour)	Sqm.	24		
10	Carriage of material from manufacturing unit by Mechanical transport up to Yatra Base Camp. a) Domail (Baltal) – 102 kms from Srinagar b) Chandanwari – 61 kms from Khanabal (Anantnag)	No. No.	01 01		
TOTAL COST OF PART – A =					
PART – B (SUPPLY OF STAINLESS STEEL WC (INDIAN TYPE)					
13	Supply of Stainless steel W. C. pan ISI mark Indian type (Orissa pattern) 590mmx490mm (weighing 2.70 kg and of 1.12mm thick stainless steel sheet) including fixing with necessary stainless steel nuts and bolts	No.	01		
TOTAL COST OF PART – B =					
Grand Total (A+B) =					

Total cost for such 75 Indian Type Toilets to be quoted by the bidder

Total cost of 75 Toilets (in figures)/ (In words)	
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Signature of the Bidder
(with seal)

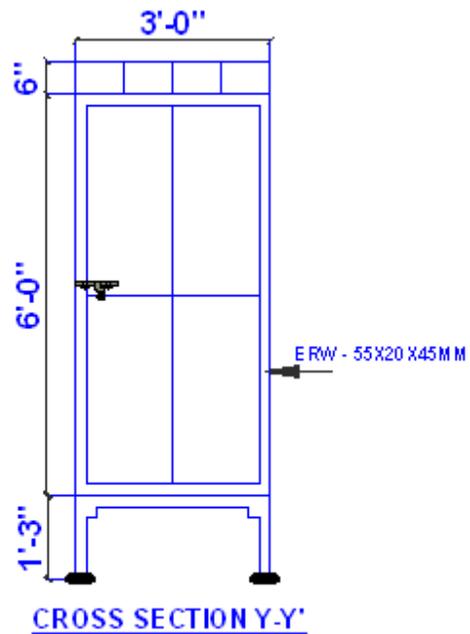
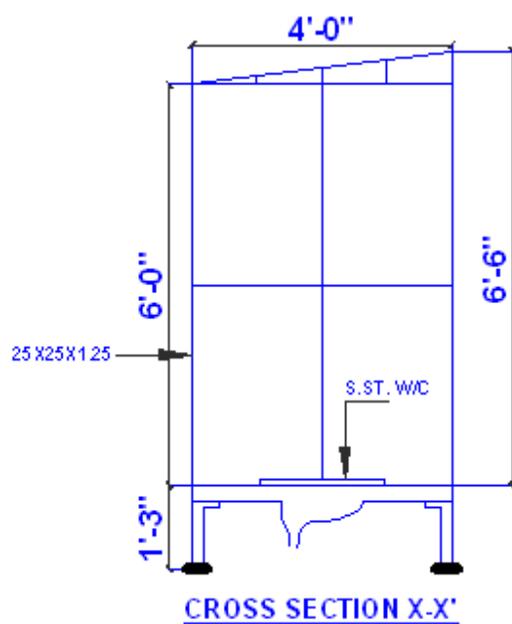
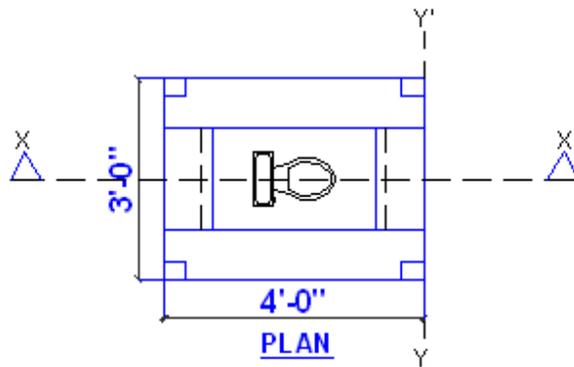
Date: _____

Name: _____

Address: _____

Designation: _____

**PROPOSED DRAWING FOR MILD STEEL DETACHABLE TOILET
(Indian Type)**



Specifications:

1.	Base Frame	M.S. Tee Section = 50 x 50 x 6 mm = 40 x 40 x 5 mm
2.	Frame Structure	Tubular Section = 25 x 25 mm x 1.6 mm = 50 x 25 mm x 1.6 mm
3.	Side Covering	PPGI Sheets 1mm thick for side covering and roof
4.	Flooring	Aluminum chequered sheet 2mm thick
5.	Water Closet Stainless Steel	Indian Type (Orissa pattern) 550 mm x 450 mm (weight 2.70 kgs)

SCHEDULE – B (FINANCIAL BID)

“ B- b “ FABRICATION AND SUPPLY OF 01 No. EUROPEAN TYPE TOILET

(Rate to be quoted in Rupees both in words and figures, inclusive of all taxes/ levies and FOR destination (Baltal/ Chandanwari))

#	Specifications			Rate To Be Quoted		Total Amount
		Unit	Qty	(in figures)	(in words)	
PART – A (FABRICATION)						
1	Structural steel work welded in built-up section truss and framed work including cutting, hosting and fixing in position including nuts and bolts of required size with washers etc complete conforming to ISI Specification. i. <u>Base frame and superstructure.</u> MS Tee 50x50x6mm MS Angle 40x40x6mm MS Angle 50x50x6mm MS Plate 150x150x6mm MS Plate 100x100x6mm	Kg	41			
	MS Pipe 25mm square MS Pipe 55x20x45mm	Kg	54.10			
	Zinc coated (Non Rusting) nuts and bolts 12x40mm = 12 nos. 10x50mm = 04 nos. 10x65mm = 10 nos. 10x65mm = 6 nos. (CSK) SDS 25mm = 06 nos. = 38 nos. = 2 kg's (for one Toilet)	kg	02			
2	Providing and fixing of Aluminum chequered sheet 1.5 mm thick for flooring @1.00 sq mtr./toilet base (size 1220x815mm)	sqm	01			
3	Providing and fixing mild steel sheet 0.63mm thick for side walls, front/ back and roof with fillet welding of 25 mm @ 150mm c/c spacing with trapezoidal groove/ corrugation of size (width = 45mm + 35mm) &15mm depth with spacing of groves vertically as; i. Side panels: @291mm c/c ii. Front & back: @ 278mm c/c iii. Top (roof): @280mm c/c	kg	48			
4	Providing and fixing ISI mark M.S. butt Hinges bright finished duly welded complete (75mm x 12mm) (4 nos. per toilet)	No.	04			
5	Providing and fixing ISI mark oxidized M.S. i. Sliding door bolt duly welded complete (125mm x 14mm) 1no./toilet ii. Tower bolt (150mmx10mm)1 no./per toilet	No.	01			
		No.	01			

6	Providing and fixing ISI mark oxidized M.S. handle duly welded complete (100mm) (2 nos. per toilet)	No.	02			
7	Applying priming coat with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel structure of toilets.	sqm	24			
8	Painting with Synthetic enamel paint grey colour on steel Structure of toilets	sqm	24			
9	Carriage of material from manufacturing unit by Mechanical transport up to Yatra Base Camp. a) Domail (Baltal) – 102 kms from Srinagar b) Chandanwari – 61 kms from Khanabal (Anantnag)	No. No.	01 01			
TOTAL COST OF PART – A =						
PART – B (SUPPLY OF STAINLESS STEEL WC (EUROPEAN TYPE) AND PVC CISTERN WITH ACCESSORIES)						
10	Supply of Stainless Steel European type water closet, floor mounting pan S. Trap Model no. BSE WCS – 307 (WEIGHING 7.200 kg) ISI Marked (Blue Star) including fixing with necessary stainless steel nuts and bolts.	No.	01			
11	Supply of P.V.C low level flushing cistern with manually controlled device (handle level) conforming to IS: 7231, with all fittings and fixtures complete: 10 litre capacity white	No.	01			
12	Supply of solid plastic seat with lid for pedestal type W.C. Pan of approved ISI specification complete. : white solid seat with lid.	No.	01			
TOTAL COST OF PART – B =						
GRAND TOTAL OF PART A+B =						
Grand Total (A+B) =						

Total cost for such 25 European Type Toilets to be quoted by the bidder

Total cost of 25 Toilets (in figures)/ (In words)	
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Signature of the Bidder
(with seal)

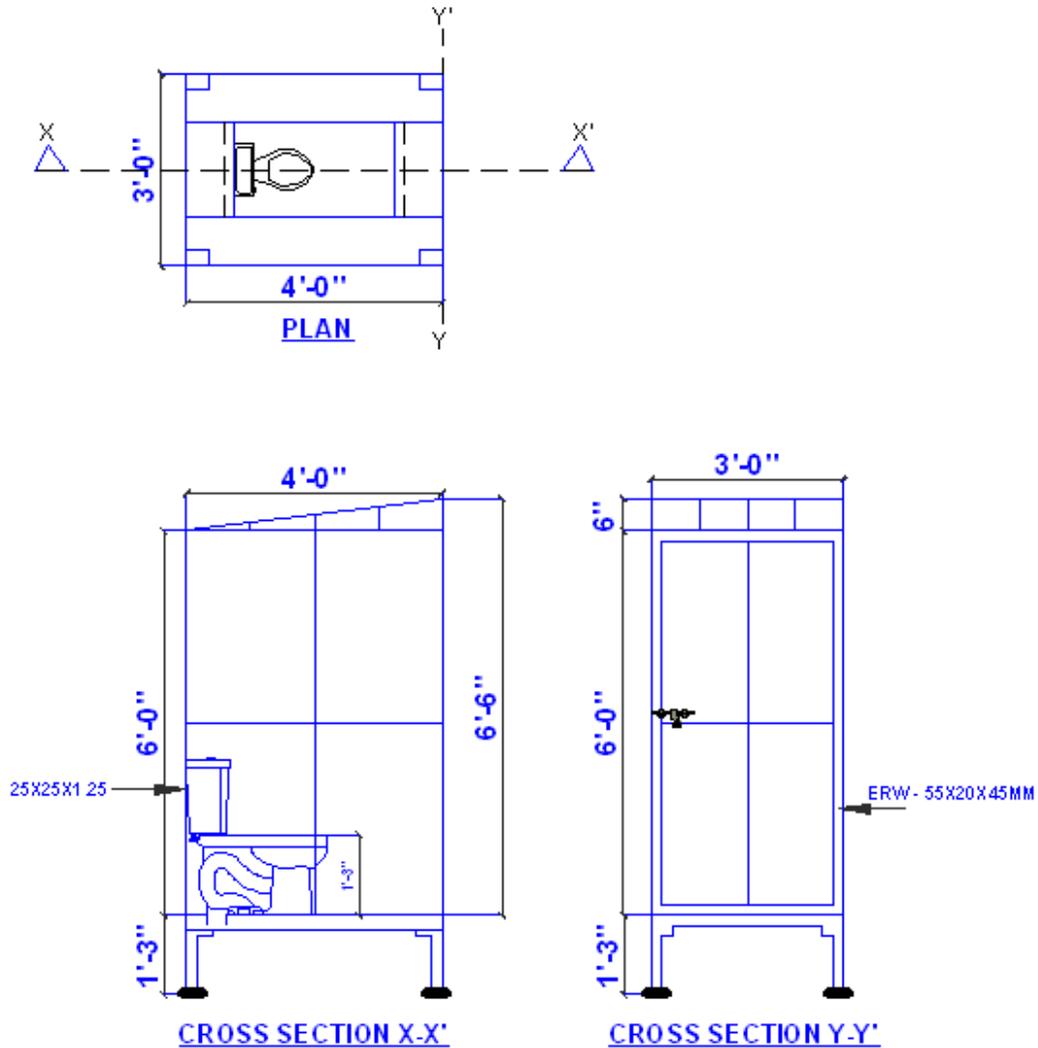
Date: _____

Name: _____

Address: _____

Designation: _____

**PROPOSED DRAWING FOR MILD STEEL DETACHABLE TOILET
(European Type)**



Specifications:

1.	Base Frame	M.S. Tee Section = 50 x 50 x 6 mm = 40 x 40 x 6 mm
2.	Frame Structure	Tubular Section = 25 x 25 mm x 1.6 mm = 50 x 25 mm x 1.6 mm
3.	Side Covering	PPGI Sheets 1mm thick for side covering and roof
4.	Roofing	Aluminum chequered sheet 2mm thick
5.	Water Closet Stainless Steel	European type WC (BSCWCS-807) (weight 7.20 kgs)