

SUPPLY OF STRUCTURAL STEEL FRAME TOILETS – YATRA 2014

DETAILED NOTICE INVITING TENDER (DNIT)

(Issued under no _____ dated _____)

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1. **NOTICE INVITING TENDER (NIT) FOR ADVERTISEMENT**



SHRI AMARNATHJI SHRINE BOARD

(Established under an Act of J&K State Legislature)
K-Villa Sohrawardy House, Shivpora, Srinagar (May-October)
Chaitanya Ashram, Talab Tillo, Jammu (Nov-April)
Tele: 0191-2555662, Telefax: 0191-2503399

NOTICE INVITING TENDER

SUPPLY OF STRUCTURAL STEEL FRAME TOILETS – YATRA 2014

1. Sealed tenders, in two bid formats, are invited on behalf of Shri Amarnathji Shrine Board for the following work:

#	Name of work	Cost of work	Earnest Money	Date and time of receipt of Technical and Financial Bids
1	Fabrication and Supply of structural steel frame toilets (100 numbers)	Rs 29.50 lac (approx)	Rs 0.59 lac	Up to 1400 hours on <u>10.03.2014.</u>

2. Detailed NIT (DNIT) can be obtained from the office of Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu from **24.02.2014 to 06.03.2014** upto 1400 hours on any working day (Monday-Friday) on payment of **Rs. 3500 /=-** in cash or in the shape of Demand Draft in favour of Shri Amarnathji Shrine Board payable at Jammu. Alternatively, the DNIT can be downloaded from our website www.shriamarnathjishrine.com, in which case the cost of DNIT (Rs 3500) shall be payable along with the Earnest Money Deposit at the time of submission of Bid.
3. The Tender, duly completed, along with an Earnest Money Deposit of Rs. 0.59 lac only in the form of CDR pledged to Chief Accounts Officer, Shri Amarnathji Shrine Board must reach latest by 1400 hours on **10.03.2014**. The bidders, in their own interest, are advised to deliver the bids personally to 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 **10.03.2014** in the office of Chief Executive Officer Chaitanya Ashram, Talab Tillo, Jammu in presence of authorized representatives of the firm who may wish to be present.
5. For further details about the Tender, please refer our DNIT.

No: SASB/NIT/2014/10
Dated: 20.02.2014

Sd/-
Addl. Chief Executive Officer

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:

1. The Bidder should be a Company/ Society/ Firm, and must possess at least three years' experience in the field of Fabrication and Supply of structural steel items. Consortium or a joint venture in any form shall not be eligible for bidding.
2. The Company/ Society/ Firm should have fabricated and supplied the structural steel items costing not less than Rs. 20 lac (in any single Work Order) to any Government/ Semi-Government Organization or any other client in last three years
3. The Company/ Society/ Firm should have an average Annual Turnover of at least Rs. 15 lac during the past three years. It should not have incurred loss in more than one year during the past three years.
4. 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. **DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY**

The Bidder must submit the following documents:

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.
2. List of present Directors/ Owners/ Executive Council Members/ Board Members, as applicable.
3. Certified copies of:
 - a) Audited Balance Sheet of the past three years (viz. 2010-11, 2011-12 and 2012-13).
 - b) Audited Income and Expenditure Statement of the past three years (viz. 2010-11, 2011-12 and 2012-13).

- c) Audit Report of the past three years (viz. 2010-11, 2011-12 and 2012-13) Audited Profit and Loss Account of the past three years (viz. 2010-11, 2011-12 and 2012-13)
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.
5. Certified copy of PAN Card.
6. Certified copy of Service Tax Registration.
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.
8. General Profile of the Bidder's Company.
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. **INSTRUCTIONS TO BIDDERS**

1. Detailed NIT (DNIT) can be obtained from the office of Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu upto **24.02.2014 to 06.03.2014** upto 1400 hours on any working day (Monday-Friday) on payment of Rs. 3500/- in cash or in the shape of Demand Draft pledged in favour of Shri Amarnathji Shrine Board (SASB), Jammu. Alternatively, the DNIT can be downloaded from the website www.shriamarnathjishrine.com, in which case the cost of DNIT (Rs. 3500/-) shall be payable along with the Earnest Money Deposit at the time of submission of bid.
2. The Bidders are required to submit two separate **Bids** i.e. – **Technical** and **Financial**, strictly as per format given in **Schedule A** and **Schedule B** of this DNIT. The two **Bids** should be submitted in two separately sealed envelopes superscribed “**Technical Bid for Supply of Toilets – Yatra 2014**” and “**Financial Bid for Supply of Toilets – Yatra 2014**”. Both the sealed envelopes should be put in a third envelop, sealed and superscribed “**Tender for Supply of Toilets – Yatra 2014**”. The bids, as are not submitted as per format prescribed in **Schedules A and B** are liable to be rejected.

3. The Bid duly completed, along with an Earnest Money Deposit (EMD) of Rs.0.59 lac only, in the form of CDR pledged to Chief Accounts Officer, "Shri Amarnathji Shrine Board" must be dropped in the Tender Box kept in the office of Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu or sent by Registered Post / Courier to Chief Accounts Officer at aforesaid Address by 1400 hours latest on **10.03.2014**. 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. 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 accepted by the Successful Bidder and the required Performance Security Deposit is deposited by the Successful Bidder within the prescribed time frame. In case of Successful Bidder, the amount towards EMD will be counted against Performance Security Deposit.
5. The intending Bidders are advised to obtain information about the actual operating 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
6. The Bidder is expected to examine all Instructions, Schedules, Formats, Terms and Conditions, 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.
7. All entries in the Technical/ Financial Bids should be legible and should be free from corrections / erasures. The corrections, if any, must be attested. Amounts shall be indicated in words as well as in figures. Where there is a difference between amount in figures and words, amount quoted in words shall be taken as authentic.
8. 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.

9. The Bidder must satisfy itself that it fulfills all the prescribed eligibility conditions to avoid rejection of its bid.
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 this DNIT as acceptance of all conditions contained therein and for the purpose of identifications. Financial Bid received in the format other than specified in **Schedule B** (Financial Bid) is liable to be rejected.
11. Bids must be received at the address specified in this document not later than the date and time stipulated in this DNIT. 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.
12. 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.
13. The Technical Bid shall be opened at 1500 hours on **10.03.2014** 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. Bidders whose Technical Bids have been accepted shall be informed about the date and time for opening of the Financial Bids.
14. 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.
15. The Bid should remain valid and open for acceptance for a period of 120 days from the last date of its receipt.
16. The CEO / Addl. CEO, SASB shall award the Contract to the successful Bidder whose bid has been found to be responsive and who is eligible

and qualified to perform the Contract satisfactorily as per Terms and Conditions incorporated in the DNIT. The CEO / Addl. CEO, SASB will communicate the successful bidder that his bid has been accepted. This letter (hereinafter referred to as the 'Letter of Award') shall prescribe the amount which the Shrine Board will pay to the Contractor in consideration of work / services to be executed by the Contractor as prescribed in the Contract.

17. The successful Bidder shall be required to furnish a Performance Security Deposit within seven days of receipt of 'Letter of Award' for 10% of the total value of the Contract, in the form of Fixed Deposit Receipt from a Commercial Bank in favour of Chief Accounts Officer, SASB. The EMD of the successful Bidder will be adjusted against the amount of Performance Security Deposit. In case the successful Bidder fails to submit the Performance Security Deposit of the requisite amount within the stipulated period, the Letter of Award is liable to be withdrawn and the EMD is liable to be forfeited, at the discretion of the CEO, SASB.
18. 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 Bid will not be entertained.

5. **SCOPE OF WORK**

1. **The Board and the Yatra**

- a) **Shri Amarnathji Shrine Board (SASB)** was established in 2001 under a Statute with a view to providing better management of the Shri Amarnathji Yatra, upgradation of facilities for the pilgrims, etc. **Hon'ble Governor, J&K is the ex-officio Chairman of the Board.**
- b) The pilgrimage (Yatra) is undertaken during the period specified in the months of June-August, through two different routes:
 - i) the 32 km. traditional route: Pahalgam (7500 ft.) – Panjtarni (12729 ft.) – Holy Cave (13500 ft.); and
 - ii) the 14 km. route: Baltal (9500 ft.), Domel (9577 ft.) – Brarimarg (13120 ft.) – Holy Cave (13500 ft.).
- c) During the Yatra, over five lac persons undertake the pilgrimage to the Holy Cave Shrine of Shri Amarnathji, situated at an altitude of 13,500 feet, in District Anantnag, J&K. Baltal (near Sonamarg) and Nunwan (Pahalgam) are the two Base Camps where the

Yatris congregate before embarking on the pilgrimage. Other Camps en-route are Sheshnag, Panjtarni and Holy Cave.

- d) Baltal / Domel is connected through a motorable road on Srinagar-Leh National Highway and is 110 km away from Srinagar. Chandanwari (Pahalgam) is located at a distance of 61 kms from Khanabal which is at 250th km on Jammu-Srinagar National Highway.

2. Job Description

- i) The Successful Bidder (to be referred to as 'Contractor' hereinafter) will have to fabricate, supply 50 mild steel framed toilets with European stainless steel WC as per specifications 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 including nuts and bolts of required size with washers etc complete conforming to ISI Specification.</p> <p>i. <u>Base frame and superstructure.</u> MS Tee 50x50x6mm MS Angle 40x40x6mm MS Plate 150x150x6mm 100x100x6mm MS Pipe 25mm square MS Pipe ERW 55x20x45mm Zinc coated (Non Rusting) nuts and bolts 12x40 mm = 600 nos.] 10x75 mm = 1350 nos.]</p> <p>ii. Flooring: Aluminum chequered sheet 2 mm thick.</p> <p>iii. Side covering: Precoated coloured sheet galvanized iron PPGI – 0.60mm thick.</p> <p>iv. Grating: Chromium Plated Grating for Flooring</p>
2	<p>Providing Precoated coloured sheet galvanized iron PPGI – 0.60mm thick for roofing with required nuts and bolts, J and L hooks all complete.</p>
3	<p>Providing and fixing 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.</p>

4	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:
5	Providing and fixing solid plastic seat with lid for pedestal type W.C. pan of approved ISI specification complete.
6	Providing and fixing ISI mark M.S. pressed Butt Hings bright finished with necessary screw etc complete (100mm x 58mm x1.9mm) (3 nos. per toilet)
7	Providing and fixing ISI mark oxidized M.S. Sliding door bolt with necessary screw etc complete (130mm x 16mm) (2 nos. per toilet)
8	Providing and fixing ISI mark oxidized M.S. handle with necessary screw etc complete (100mm) (2 nos. per toilet)
9	Applying priming coat with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel structure of toilets.
10	Painting with Synthetic enamel paint grey colour on steel Structure of toilets
11	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

ii) Out of 100 toilets, 50 toilets each shall be supplied in partial knocked-down* condition at Chandanwari / Nunwan and Baltal Base Camps.

* *Partial knocked-down condition means toilets disassembled only to such extent as approved by Engineer-in-Charge (General Manager (Works)).*

iii) 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-Friday) from 10 AM to 5 PM.

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 assigns, 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 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 GUARANTEE DEPOSIT

- 3.1 Within seven days of the issue of the Letter of Award, the Contractor shall be required to deposit an additional amount equal to 5% 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 demand draft in favour of SASB payable at any schedule/ nationalized bank at Jammu/ Srinagar. This additional amount along with Earnest Money Deposit shall henceforth constitute the Performance Guarantee Deposit.
- 3.2 The Contractor whose bid is accepted has to enter into an agreement with SASB for the due fulfillment of the Contract.
- 3.3 The Performance Guarantee Deposit shall remain with SASB till the expiry of Defect Liability Period.
- 3.4 If the Contractor fails to furnish the Performance Guarantee Deposit within the specified period, the EMD submitted by the Contractor shall be forfeited and the Contract shall be cancelled besides blacklisting the Contractor for three years.
- 3.5 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 Guarantee 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 Performance Guarantee 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.
- 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 Guarantee 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 Guarantee 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 PERFORMANCE GUARANTEE DEPOSIT

- 4.1 The Performance Guarantee 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 Failure of the Engineer-in-charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The Contractor shall, 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 without the prior approval of Engineer-in-charge. Nevertheless any such approval by the Engineer-in-charge shall not relieve the Contractor from any or all of his liabilities, obligations, duties and responsibilities 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 Performance Guarantee 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.

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 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 concern 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 without the prior written approval of the Engineer-in-charge.

the Engineer-in-charge 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 25 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
 - iii) "Force Majeure"; or
 - v) 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, 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 1/4 % per day on the total value of the work subject to a maximum of 5% of total value of the work.
- 24.2 Should however, the Contractor achieve the completion of the entire works as a whole under the Contract within the time or in the extended time as may be accorded by Engineer-in-charge, the SASB will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) as aforesaid in full. In this regard, the decision of the Engineer-in-charge shall be final and binding.
- 24.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Contractor.
- 24.4 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.
- 24.5 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, taken by the Engineer-in-charge 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 on 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 service tax 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/ Balal).

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 (Hon'ble 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.

SCHEDULE – A (TECHNICAL BID): Yatra 2014

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 (alongwith 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	Details of Banker and Bank Account No.	
7	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		
8	Registration details: Registration No. / other documents of the Agency <i>(attach a certified copy of Registration Certificate/ other documents; please see DNIT – ‘Documents Establishing Bidder’s Eligibility’)</i>	Registration No:		
		Date of Issue:		
		Date of Expiry:		
		Authority with whom registered and their address:		
9	Name and address (alongwith phone numbers and Email) of Directors/ Owners/ Executive Counsel Members, as applicable <i>(Add separate sheet, if necessary)</i>	S. no.	Name	Address
10	Service Tax Registration No. <i>(Attach certified copy of Service Tax Registration Certificate)</i>			

Signature of Bidder
(with seal)

S. no.	Item	Details
11	VAT/ CST Registration (Please attach a Certificate)	Registration Class and No: Date of Issue: Date of Expiry: Authority with whom registered and their address:
12	Amount and details of Tender Fee paid	Rs. (in words): Receipt No./Cheque No: Date:
13	Amount and details of Earnest Money Deposit submitted	Rs. (in words): FDR No./DD No. Dated: In favour of Date of issue: Name of Issuing Authority:

Signature of Bidder
(with seal)

S. no.	Item	Details
14	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>
15	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/ blacklisting case is pending against him attached (YES/ NO)?	<i>(Please attach the affidavit)</i>

PART- B: RELEVANT EXPERIENCE IN THE PAST THREE 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 three 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 alongwith 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 3 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 alongwith Tel. No., Fax No. & email address
1	2	3	4	5	6	7	8

Signature of Bidder
(with seal)

ANNEXURE – B

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)

	7231, with all fittings and fixtures complete:				
5	Providing and fixing solid plastic seat with lid for pedestal type W.C. pan of approved ISI specification complete.	Each	100		
6	Providing and fixing ISI mark M.S. pressed Butt Hings bright finished with necessary screw etc complete (100mm x 58mm x1.9mm) (3 nos. per toilet)	Each	300		
7	Providing and fixing ISI mark oxidized M.S. Sliding door bolt with necessary screw etc complete (130mm x 16mm) (2 nos. per toilet)	Each	200		
8	Providing and fixing ISI mark oxidized M.S. handle with necessary screw etc complete (100mm) (2 nos. per toilet)	Each	200		
9	POP rivet (5x20mm)	No.	10000		
10	Applying priming coat with ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel structure of toilets.	No.	100		
11	Painting with Synthetic enamel paint grey colour on steel Structure of toilets	No.	100		
12	Carriage of material from manufacturing unit by Mechanical transport up to Yatra Base Camp including loading and unloading. a) Domail (Baltal) b) Chandanwari	No. No.	50 50		

Signature of the Bidder
(with seal)

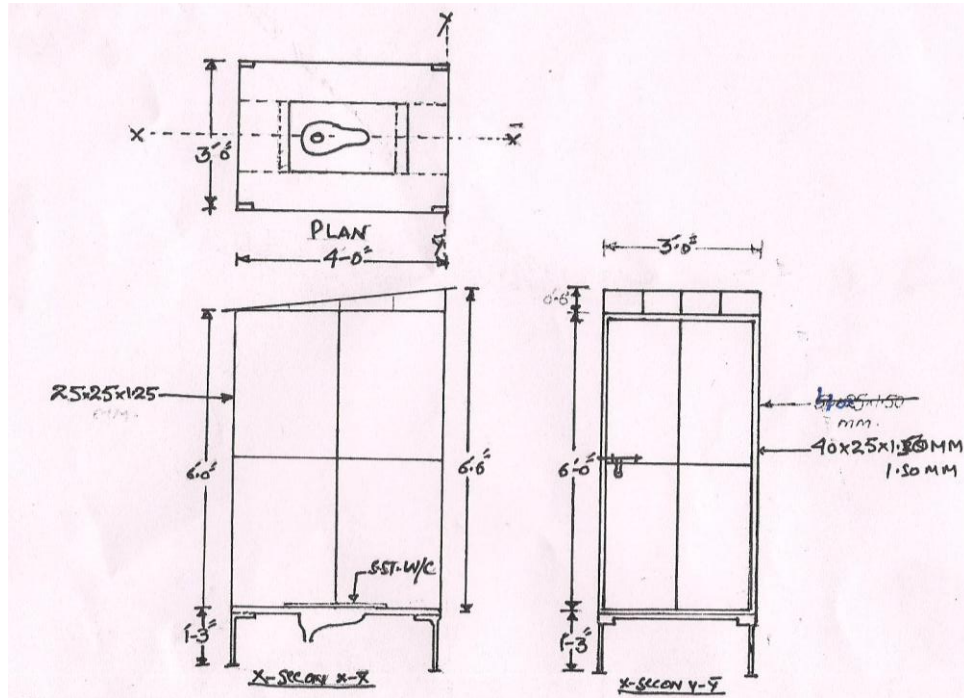
Date: _____

Name: _____

Address: _____

Designation: _____

Proposed drawing for Mild Steel Detachable Toilet



SPECIFICATIONS

1. BASE FRAME:	50X25X1.5 MM (TUBULAR)
2. WATER CLOSET:	STAINLESS STEEL (60 CM X 50 CM)
3. FRAME STRUCTURE:	TABULAR (25X25X1.25 MM)
4. DOOR FRAME:	TABULAR (40X25X1.50 MM)
5. M.S SHEETS:	0.63 MM (24 Guage)
6. M.S SHEET FLOORING:	1.60 MM (16 Guage)
7. ROOFING:	0.63 MM (24 Guage) CGI