

Shri Amarnathji Shrine Board



Jammu and Kashmir

Notice Inviting Tender

Fabrication and Supply of Bunk Beds

(Two-Tier)

for

Yatra - 2020.

General Manager (Works)

Dated 27.02.2020

**TENDER DOCUMENT FOR THE WORK OF FABRICATION AND SUPPLY OF BUNK BEDS
(TWO – TIER) FOR YATRA - 2020**

DETAILED NOTICE INVITING TENDER (DNIT)

(issued under no. SASB/NIT/W/2020/1197/16 dated 28. 02.2020)

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SHRI AMARNATHJI SHRINE BOARD

(Established under an Act of J&K State Legislature)

Chaitanya Ashram, Talab Tillo, Jammu (Nov-April)

Tele: 0191-2569910, Telefax: 0191-2503399

NOTICE INVITING TENDER

FABRICATION AND SUPPLY OF BUNK BEDS FOR YATRA 2019

For and on behalf of Chairman, Shri Amarnathji Shrine Board, sealed tenders affixed with Rs 6/- revenue stamp, in two-bid format are invited from reputed, experienced and financially sound registered Company/ Firm having valid registration, for the following work for Shri Amarnathji Shrine Board Yatra – 2020:

(Rs in Lakh)

S. No	Name of work	Cost of Tender Document (in Rs)	Earnest Money Deposit (EMD)	Submission of Tenders
1	Fabrication and Supply of Bunk Beds (two tier) complete with PU Foam 50mm thick (32 density) duly covered with Leatherote Rexin and fixed on plywood 12mm thick.	Rs 500/-	2% of quoted amount	16.03.2020 upto 1400 hours

1. Detailed NIT (DNIT) can be obtained from the office of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, (address mentioned above) from 25.02.2020 to 13.03.2020 upto 1700 hours on any working day (Monday - Friday) on payment, in cash or in the shape of Demand Draft in favour of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board (SASB), Jammu. Alternatively, the DNIT can be downloaded from SASB website www.shriamarnathjishrine.com, in which case the cost of DNIT, shall be payable in addition to the Earnest Money Deposit at the time of submission of Bid.
3. The Tender, duly completed, along with Earnest Money Deposit in the form of CDR/ FDR in favour of FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board payable at Jammu, must reach latest by 1400 hours on 16.03.2020. The bidder, in their own interest, is advised to deliver the bids personally to FA/ Chief Accounts Officer, Shri Amarnathji Shrine Board, Chaitanya Ashram, Talab Tillo, Jammu. Alternatively, he 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 Bids shall be opened at 1500 hours on 16.03.2020 in the office of Additional Chief Executive Officer, SASB, Chaitanya Ashram, Talab Tillo, Jammu in presence of authorised representatives of the firm who may wish to be present.
5. All the bidders are requested to visit the website regularly since all subsequent corrigendum/ addendum/ updates will only be uploaded on the SASB website.

No: SASB/NIT/Works/2020/1197/16

Dated: 28.02.2020

Sd/-

General Manager(Works)

Shri Amarnathji Shrine Board

2. ELIGIBILITY REQUIREMENT

The Bidder must be a Company/ Society/ Firm (Registered in India) and must fulfil all the eligibility requirements (i.e. 2.1, 2.2 ,2.3, 2.4) concurrently as under to technically qualify for this bidding process:

- 2.1 Consortium or a Joint Venture in any form shall not be eligible for bidding.
- 2.2 Average Annual Turnover during the last three years, ending 31st March of the previous financial year (i.e. 2016-17, 2017-18, 2018-19), should be Rs 5.00 lakh.
- 2.3 The Company/ Society/ Firm should have an experience of having successfully completed during the past seven years (design, fabrication and supply) ending last day of month previous to the one in which applications are invited for fabricated items viz Beds, Sitting Benches Almirahs, Door and Windows or any other fabricated material as per the requirement of Engineer-in-charge, SASB.
- 2.4 The Agency (Company/ Society/ Firm) should not have been blacklisted on previous occasion by any of the Central/ State Government Organizations, Statutory Central/ State Autonomous Bodies, Central/ State Public Sector Undertakings, Central State Government owned Hospitals or Local Bodies/ Municipalities.

3. DOCUMENTS ESTABLISHING BIDDER'S 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.
or
(ii) In case the Bidder is a Registered Society – Certified copy of Registration Deed with Objects of Constitution of the Society.
or
(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 2016–17, 2017-18 and 2018-19. Bidder shall also submit proof of PAN
 - b) Audited Balance Sheet 2016–17, 2017-18 and 2018-19.

- c) Audited Income and Expenditure Statement 2016–17, 2017-18 and 2018-19
- d) Audit Report for year 2016–17, 2017-18 and 2018-19.

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 sign the Tender Document and the Contract and all correspondences/ documents thereof.

3.8 General information/ 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 Tender Document 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 Security Deposit shall be liable to be forfeited without any notice).

4. **INSTRUCTIONS TO BIDDERS:**

Sealed Bids in Two-Bid Format are hereby invited from reputed Manufacturers for the Design, Fabrication, and Supply of Bunk Beds (two –tier) for Yatra - 2020 (*for details of these locations, please read Scope of Work*).

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 **25.02.2020 to 13.03.2020 upto 1700 hours** on any working day (Monday-Friday) on payment shown in the DNIT against the work in cash or in the shape of Demand Draft in favour of FA/ CAO, Shri Amarnathji Shrine Board (SASB), Jammu. Alternatively, the DNIT can be downloaded from SASB website www.shriamarnathjishrine.com, in which case the cost of DNIT shall be payable in addition to the Earnest Money Deposit at the time of submission of Tender.

4.2 The Tenderers are required to submit two separate **Bids** i.e. – **Technical** and **Financial**, as per format given in **Schedule A** and **Schedule B** of the DNIT respectively. The two **Bids** should be submitted in two separately sealed envelopes super-scribed “**Technical Bid for fabrication and supply of Bunk Beds (Two Tier) – Yatra 2020**” and “**Financial Bid for fabrication and supply of Bunk Beds (two Tier) – Yatra 2020**”. Both the sealed envelopes should be put in a third envelop, sealed and super-scribed “**Tender for fabrication and supply of Bunk Beds (two - Tier) – Yatra 2020**”. The bids shall be submitted as per format prescribed in **Schedule A** and **Schedule B** only.

4.3 The Tender, duly completed, along with an Earnest Money Deposit shown against each work in DNIT, 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 on **16.03.2020**. Tenders received after the afore-stated date and time will not be considered. The Shri Amarnathji Shrine Board takes no responsibility for any delay/ loss of documents or correspondence sent by courier/ post.

4.4 Tenders not accompanied by EMD shall be summarily rejected. The EMD should be placed inside the Technical Bid envelope. The EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity. 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. EMD of the unsuccessful bidders 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 considered adjusted against Performance Security Deposit.

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

4.6 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.

4.7 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.

4.8 The rate quoted should be inclusive of all taxes including GSTIN.

4.9 The rate quoted by the Contractor in item tenders shall be on correct basis and not the amount worked out by them. The rate quoted in words will be correct basis and not the rate shown in figures in case of discrepancy between them.

4.10 Any tender 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.

4.11 The Bidder must satisfy himself that it fulfils all the prescribed eligibility conditions to avoid rejection of its bid.

4.12 Each paper of the Tender document shall be completed in all respects, page numbered, and duly signed in long hand, executed in ink and stamped at the bottom right hand corner by an authorized/ empowered representative of the Bidder. The Bidder must also sign and stamp all pages of this DNIT as acceptance of all conditions contained therein and for the purpose of identifications. Financial Bid received in the format other than specified in **Schedule B (Financial Bid)** is liable to be rejected.

4.13 Bids must be received at the address specified above 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 deadline for submission of bids, as stipulated above, shall not be considered and will be returned.

4.14 The Bidder shall quote relevant National/ International Code of the parts, along with manufacturer's Name, Trade Mark or Patent No., if any, used in construction of prefab huts.

4.15 Clarifications on DNIT, 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. Bidders shall keep themselves updated on this account.

4.16 The Technical Bid shall be opened at 1500 hours on **16.03.2020** in the office of the Additional Chief Executive Officer, SASB, Chaitanya Ashram Talab Tillo, Jammu in the presence of the authorized representatives of the firms who may wish to be present at that time. Bidders whose Technical Bids have been accepted shall be informed about the date and time for opening of the Financial Bids.

4.17 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 process without assigning any reason whatsoever.

4.18 The Tender shall remain valid and open for acceptance for a period of 60 days from the last date of receipt of tender.

4.19 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 through Registered Post that his bid has been accepted. This letter (hereinafter referred to as the 'Letter of Intent') 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.

- 4.20 The eligible bidder shall be required to furnish a Performance Security Deposit within ten days of receipt of 'Letter of Intent' equal to 10% of the total value of the Contract, in the form of DD/ 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.
- 4.21 The eligible bidder after furnishing the prescribed Performance Security Deposit (PSD) 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 a period of fifteen days from the date of receipt of 'Letter of Intent'.
- 4.22 Chief Executive Officer, SASB reserves the right to reject all or any Tender in whole, or in part, without assigning any reason. Any enquiry after the submission of Bid will not be entertained.

General Manager(Works),
Shri Amarnathji Shrine Board

5. **Job Description**

- (i) The Contractor (selected Agency) will have to design, fabricate and supply of Bunk Beds (two tier) for Yatra - 2020;
- ii) The specifications of the Bunk Bed (01 no.) would be as given below:

S. No.	Nomenclature & specification of work
1	<p>Steel work in built up round, square or rectangular tubular section including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer including welding and bolting with special shaped washers etc. complete (hot finished seamless type tubes)</p> <p>a. M S Tubular Legs (head and foot side)</p> <p>i. 40x40x2.90mm = 25.28 kg</p> <p>ii. 16x16x2.00mm. = 4.43 kg</p> <p style="text-align: center;"><u>= 29.71 kg- a</u></p> <p>b. M.S Flat</p> <p>Foot plates (65x6mm) = 1.84 kg</p> <p>Flat (20x5mm) = 2.45 kg</p> <p>(Flat – 40x6mm) = <u>1.80 kg</u></p> <p>Total = <u>6.09 kg – b</u></p> <p>c. Bed frames</p> <p>Angle iron (35x35x5mm) = 27.45 kg</p> <p>Angle iron (25x25x3mm) = <u>2.75 kg</u></p> <p>Total = <u>30.20 kg - c</u></p> <p>d. M.S. Iron bars (12mm dia) = <u>3.85 kg –d</u></p> <p style="text-align: center;"><u>Grand Total a-d = 69.85 kg</u></p>
2	S. S. Nuts and Bolts anti corrosive with washers= 16 nos. (10mmx100mm)
3	Painted with ready mixed synthetic enamel paint of approved grade and manufacture in all shades to give even shade (two or more coats on new steel work).
4	Providing and fixing of three layer particle board medium density exterior grade 12 mm thick (marine ply) water proof weather resistant ply (primer club 710 grade) including fixing 50 mm foam sheet 32 density covered with rexin sheet of approved make including all binding material like adhesive or pins etc complete job. <u>size 2'.6" x 6'.0"</u>

6 Terms and Conditions of Contract:

6.1 **Execution of work:** The Contractor shall complete the work strictly and in accordance with the scope of work given in the DNIT (and as modified in the 'Letter of Award') to the total satisfaction of the Engineer-in-charge i.e. General Manager (Works) or any other engineer appointed by CEO/ Addl. CEO, SASB). The Contractor must keep in daily contact with Engineer-in-charge to receive instructions regarding work. In the case of an item for which specification are not available in the said Specification, relevant BIS specifications applicable as on the date of Tender shall be followed or, alternatively, the specifications may be decided by the Engineer-In-Charge. Though it is not the intent to specify completely herein all aspects of design and fabrication features of a bunk bed and details of work to be carried out, the work shall include all incidental and contingent work which, although not specifically mentioned in Scope of Work, are necessary for completion of work in a sound manner with good workmanship and should be acceptable to the Engineer-in-Charge, who will interpret the meaning of the specifications and drawings and shall have the right to reject or accept any work or material, which in his assessment is not complete to meet the requirements of the specifications and or applicable Standards and Codes mentioned elsewhere in the specifications.

6.2 **Role of Engineer-in-charge:** The Engineer-in-charge shall carry out general supervision of the work. The work shall be subject to the approval of Engineer-in-charge from time to time for purposes of determination of the question whether the work is executed by the Contractor in accordance with the contract. He has authority to stop the work, whenever he considers such stoppage necessary to ensure the proper execution of the work. The Engineer-in-charge may issue instructions to the Contractor from time to time during the execution of work for the purpose of proper and adequate executions and maintenance of works and the Contractor shall carry out and be bound by the same. He shall also have authority to inspect and reject all works and materials, which do not conform to the specifications. No claim whatsoever on aforesaid account shall be entertained. In case of any clarification the Contractor may appeal to the CEO/ Addl. CEO whose decision shall be final and binding on the Contractor. The above inspection shall, however, not relieve the Contractor of his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same.

6.3 **Manner of Notice:** Any notice required or permitted by the Contract shall be in English language and may be delivered personally or may be sent by fax/

registered (pre-paid) mail/ email, addressed to the last known address of the Contractor/ Shrine Board.

6.4 **Contractor Superintendence, Supervision, Technical Staff & Employees:**

- i. The Contractor shall be solely responsible for the manner and the method of executing the work and provide experienced and qualified supervisors and other manpower for continuous and efficient supervision of works and names, and names of such persons shall be intimated to the Engineer-in-charge during execution of the work and as long thereafter as may be necessary for proper fulfilling the obligations under the Contract. The Engineer-in-charge may direct the Contractor to remove or replace any workman whom he (Engineer-in-charge) considers incompetent or unsuitable. The Engineer-in-charge's opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.
- ii. The agency shall be solely responsible for **Workmen's Compensation Act, 1923** for payment of **compensation** to **workmen** and their dependants 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.

6.5 **Information to be supplied by Contractor after award of work:** The Contractor after issue of Letter of Award of work, shall submit within five days of a Time schedule for fabrication and supply of bunk bed at manufacturing site for handing over (completion) for approval of Engineer-in-charge. Any change suggested by Engineer-in-charge shall be incorporated and the work on the contract shall be executed according to the approved schedule as aforesaid. The schedule should be co-related with the date of commencement of Shri Amarnathji Yatra- 2020 (dates to be intimated later). The Bunk Beds, complete in all respects, but in knock-down condition at manufacturing site latest by 30 days after receipt of Letter of Award.

6.6 **Commencement of work and completion of drawings:** The Contractor shall be provided with one set of drawings containing details of Bunk Beds, critical sectional details, piping routes along with dimensions with the Tender Document. These drawings shall be;

- a) All general arrangement drawings.

6.7 **Time Extension:** If the Contractor shall desire an extension of the time limit for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Engineer-in-Charge within one day of the date of the hindrance on account of which he desires such extensions and Engineer-in-Charge, if in his opinion (which shall be final) reasonable grounds as shown thereof, authorized such extension of time if any, as may, in his opinion be necessary or proper.

6.8 **Inspection of Work:**

- (i) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of Engineer-in-charge or his subordinate in-charge of the work.
- (ii) The Contractor shall provide and pay for all necessary tools, instruments gadgets and testing equipments required for conducting various tests. Any defects in material and / or in workmanship detected during initial testing shall be rectified by the Contractor at his own cost. The testing shall be carried out in the presence of Engineer-In-Charge or his representative to his entire satisfaction. The Contractor will produce before the Engineer-in-charge a Test Certificate specifying that the material required for work conforms to ISI standard before it is incorporated in the work.
- (iii) The material rejected by Engineer-in-charge must be removed by Contractor within seven days of rejection, failing which the Board reserves the right to get the rejected material removed at the risk and cost of the Contractor.

6.9 **Guarantee and Defect Liability Period:** The work covered by this contract shall be guaranteed by the contractor against faulty material and workmanship **for a period of 12 months from the date of issue of Completion Certificate** by the Engineer-in-Charge. Any part found defective shall be replaced free of all costs by the Contractor. During the guarantee & defect liability, the contractor shall provide, at no extra cost, necessary material and personnel to carry out the repairs and routine maintenance of the bunk beds. If performance of equipment during guarantee period is not found satisfactory, the guarantee period will be extended till satisfactory performance is established for further period of reasonable time decided by CEO, SASB. The services of the contractor's personnel, if requisitioned during the defect liability period, shall be made available free of any cost to SASB. If the defects noticed during the guarantee period are not removed within a reasonable time, SASB shall have the right to remedy the defects at the contractor's risk & cost.

6.10 **Performance Guarantee:** (i) The work shall be executed according to the schedule approved by Engineer-in-charge with all due diligence (time being deemed to be the essence of the contract on the part of the Contractor). The Contractor shall pay as compensation of an amount equal to 2% of the contract value or such smaller amount as Engineer-in-Charge may decide, for maximum delay of five days that the work remains un-commenced or unfinished after the dates mutually agreed upon by the parties. After a delay of five days, the CEO reserves the right to get the part or whole work completed under risks and cost of the Contractor. The CEO/ Addl. CEO, SASB, on a representation from the Contractor is, however, empowered to reduce the amount of compensation and his decision shall be final.

(ii) In the event of any loss being caused to the Shrine Board as a result of any lapse on the part of Contractor or personnel engaged by him, duly established

after an enquiry conducted by the SASB, the said loss will be recovered from the Contractor upto twice the value of the loss. In such matters, the decision of CEO, SASB shall be final and binding on the Contractor.

- (iii) In case, the Contractor fails to submit the Time schedule as prescribed in Clause 5 above, he shall be liable to pay a sum equivalent to 1% of the value of the work subject to a ceiling of **Rs 11,000/-** or as may be fixed by the CEO, SASB concerned and in this respect, the decision of the CEO, SASB shall be final and binding on the Contractor.
- (iv) If it shall appear to Engineer-in-charge, that any part of work has not been executed or executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract specifications, the Contractor shall, on demand in writing from the Engineer-in-charge specifying the work materials, articles complained or not with-standing that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case, remove the materials or articles so specified and provide other and suitable materials or articles so specified at his own cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge, then the Contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding ten days and after completion of ten days the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace with other materials or articles complained of, as the case may be at the risk and expenses in all respects of the Contractor. The Engineer-in-charge may reduce the rates at which payments are to be made if the quality of work, although acceptable, is not upto required standard, set forth in the DNIT (as modified by Letter of Award).
- (v) Any deviation/ non-compliance with conditions prescribed in the contract shall invoke penalty as decided by CEO/ Addl. CEO, SASB.

6.11 Conformity with Statutory Acts, Rules, Standards and Codes: The construction and installation shall be carried out in conformity with applicable Acts, Rules, Standards and Codes. Adherence of compliance shall be the sole responsibility of the contractor to the above Acts, Rules, Standards and Codes applicable in Jammu and Kashmir to the said work.

6.12 Safety codes and regulations: The contractor shall at his own expenses arrange for the safety provisions as per statutory regulations wherever applicable.

6.13 **Storage of materials and safe custody:** Lockable storage space, if available shall be made available to the Contractor by the SASB. However, the contractor shall be responsible for watch & ward and safe custody of his equipment and installation till they are formally taken over by SASB. Non-availability of lockable storage space due to any reasons shall not relieve the contractor of his contractual obligations in any manner.

6.14 **Liability:**

- i) Except as otherwise expressly provided, neither the Board's nor its servants, agents or nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment and or loss or damage to the property of contractor and/ or its sub-contractors, irrespective of how much loss or damage is caused unless caused by wilful and gross negligence of the Shrine Board and/ or its servants and/ or any other person. The Contractor shall protect, defend, indemnify and hold harmless the Board from and against such loss or damage and any suit, claim or expense resulting there from.
- ii) Neither the Board nor its servants, agents, nominees, assignees, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by wilful and gross negligence of the Board and/ or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Board from and against such loss or damage and any suit, claim or expense resulting there from.

6.15 **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

6.16 **Terms of payment:** Contractor is to submit the bills in triplicate along with delivery challans to the Engineer-in-charge for works executed by him duly certified by the Engineer-in-charge. 95% Payment to the agency shall be

made after fabrication and supply at the manufacturing site and the balance 5% shall be made;

- a. 5% of the contract value after completion of warranty period of one year.

6.17 The Contractor shall have no claim against the Shrine Board in respect of any work which may be withdrawn, but only for work actually completed under this contract. The SASB reserves the right to cancel the Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the Board's Engineer in the presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

6.18 **Contractor to be liable for all taxes / statutory levies:** The rates specified in the tender shall be for finished work, inclusive of GST or any other taxes, duties, levies, and other charges etc., in respect of the contract and the rates shall be firm irrespective of any variation in the prevailing rates of taxes, levies, octroi, etc., and any fresh imposition of any of these by State/ Central/ Statuary bodies.

6.19. **Income Tax and GSTIN:** i) Deduction on account of Income Tax, GST any other tax in vogue shall be made at the rate prescribed by the relevant authority from time to time from the gross payments due to the contractor in accordance with the statutory provisions.

6.20 **Termination and Consequences thereof:**

- i) The Contract shall be deemed to be automatically terminated on the expiry of duration of the Contract (or extension), if any, thereof.
- ii) In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- iii) If the SASB considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the SASB shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Board shall have the option to terminate the Contract by giving seven (07) days notice in writing to the Contractor, if the Contractor fails to comply with the requisitions contained in the said written notice issued by the Board.
- iv) In case the Contractor's rights and/ or obligations under the Contract and/ or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Board's consent, the Board may at its absolute discretion, terminate the Contract.

6.21 **Consequences of Termination:**

- (i) In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.
- (ii) If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor's being unable to perform their obligation hereunder for a period of 7 successive days (not including Force Majeure delay), the Board at its opinion, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Board under the condition stated above.
- (iii) Upon termination of the Contract, Contractor shall return to the Board all of the Board's assets, which are in Contractor's possession at the time.
- (iv) Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Board on giving 7 (seven) days written notice to the Contractor and in the event of such termination, the Board shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Contract upto the date of termination.
- (v) In the event of termination of Contract, the Board will issue Notice of Termination to the Contractor with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel and materials.

6.22 **Force Majeure:** If at any time during the currency of the Contract, either party is subject to force majeure, like civil disturbance, riots, strikes, land disputes etc and acts of Gods, which may prevent either party to discharge the obligations as per the Contract, the affected party shall immediately notify the other party about happening of such an event. Neither party by reason of occurrence of such event be entitled to terminate the Contract in respect of performance of their obligations under the Contract. The performance of obligations under the Contract shall be resumed as soon as practically possible after the event has come to an end or ceased to exist.

6.23 **Arbitration:** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same

whether arising during the progress of the work or after the completion or abandonment thereof shall be resolved through joint discussions between CEO, SASB, or his representative and the Contractor. However, in the event of disputes not being resolved by joint discussions, the matter will be referred to a sole Arbitrator to be nominated by the Chairman, Shri Amarnathji Shrine Board (His Excellency the Governor, J&K), whose decision shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of Contract, neither party shall be entitled to suspend the work/ service to which the dispute relates or any other obligation under the Contract on account of arbitration and payment shall continue to be made as per terms of the Contract. The arbitration proceedings will be held at Jammu/ Srinagar only. It is also a term of this contract that no person other than a person appointed by the Chairman, SASB as aforesaid shall act as arbitrator. In all cases where the amount of the claim in dispute is Rs.50000/- (Rs. Fifty thousand only) or above, the arbitrator shall give reasons for the award. It is also a term of the contract that while invoking arbitration the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. It is also a term of the contract that if a party does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Engineer-in-charge that the bill is ready for payment, the claim if any, shall be deemed to have been waived and absolutely barred and the owner shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration proceedings shall be governed by the provisions of the J&K Conciliation and Arbitration Act, 1997, as amended from time to time.

6.24 **Jurisdiction:** Notwithstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at Jammu and Kashmir, where this contract is to be signed on behalf of SASB and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

SCHEDULE – A (TECHNICAL BID)

Part – A (Basic Details)

S. No.	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. (please enclose an attested copy)	
6	GSTIN. (please enclose an attested copy)	
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>	
9	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:

10	Name and address (along with phone numbers and Email) of Directors/ Owners/ Executive Council Members, as applicable (Add separate sheet, if necessary)	S. no.	Name	Address
11	Amount and details of Tender Fee paid	Rs. (<u>in words</u>):		
		Receipt No./Cheque No.:		
		Date:		
12	Amount and details of Earnest Money Deposit submitted. (EMD should be attached with technical bid)	Rs. (<u>in words</u>):		
		CDR/ FDR No.:		
		Dated:		
		In favour of		
		Date of issue:		
		Name of Issuing Authority		
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 (<i>Please attach a certified copy of the relevant documents</i>) (YES/ NO)?			
14	Whether an Affidavit on Rs.100/- Stamp paper stating that every information furnished by the Tenderer 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>			

Signature of Bidder
(with seal)

PART- B: RELEVANT EXPERIENCE IN THE PAST SEVEN 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.

Signature of Bidder
(with seal)

2. Relevant experience in past seven years, (ending last day of month previous to the one in which applications are invited), 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. Description of specification along with Compliance Statement of specifications as per format given in **Annexure-B**.

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 following format (*please add rows as necessary*).

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

Signature of Bidder
(with seal)

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 fulfil 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.
- (a) We have understood that in case it is found that our agency does not fulfil any of the conditions, or relevant details/ supporting documents are not found to be enclosed, we may not be given any opportunity for any clarifications and our Technical Bid may 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 ordered works.	Price (Rs in lakh)	Date of completion of delivery as per Contract/ Actual	Remarks indicating reason for late delivery, if any	Have the fabricated items been satisfactorily fabricated and supplied? <i>(Attach a certificate from the Purchaser/ Consignee)</i>	Contact person along with Tel. No., Fax No. & email address of the Purchaser/ Consignee
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)

SCHEDULE – B (FINANCIAL Bid)

Name of Work: Fabrication and Supply of Bunk Beds (138 nos.) for Yatra – 2020, as per specifications/ scope of work mentioned in the DNIT (Rate to be quoted in words and figures, inclusive of all taxes/ levies).

Rate List/ Quantity Schedule

(Amount in Rs)					
S. No.	Nomenclature & specification of work	Unit	Quantity	Rate to be quoted by the bidder	Amount
1	<p>Steel work in built up round, square or rectangular tubular section including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer including welding and bolting with special shaped washers etc. complete (hot finished seamless type tubes)</p> <p>a. M S Tubular Legs (head and foot side)</p> <p>i. 40x40x2.90mm = 25.28 kg</p> <p>ii. 16x16x2.00mm. = 4.43 kg <u>= 29.71 kg - a</u></p> <p>b. M.S Flat</p> <p>Foot plates (65x6mm) = 1.84 kg</p> <p>Flat (20x5mm) = 2.45 kg</p> <p>(Flat – 40x6mm) = <u>1.80 kg</u></p> <p>Total = <u>6.09 kg - b</u></p> <p>c. Bed frames</p> <p>Angle iron (35x35x5mm) = 27.45 kg</p> <p>Angle iron (25x25x3mm) = <u>2.75 kg</u></p> <p>Total = <u>30.20 kg - c</u></p> <p>d. M.S. Iron bars (12mm dia) = <u>3.85 kg -d</u></p> <p>Grand Total a-d = <u>69.85 kg</u></p>	Kg	69.85	RTQ	
2	S. S. Nuts and Bolts anti corrosive with washers = 16 nos. (10mmx100mm)	Kg	1.50	RTQ	
3	Painted with ready mixed synthetic enamel paint of approved grade and manufacture in all shades to give even shade two or more coats on new steel work.	sqm	4.50	RTQ	
4	Providing and fixing of three layer particle board medium density exterior grade 12 mm thick (marine ply) water proof weather resistant ply (primer club 710 grade) including fixing 50 mm foam sheet 32 density covered with rexin sheet of approved make including all binding material like adhesive or pins etc complete job. size 2'.6"x6'.0"	No.	01	RTQ	
	Total cost for 01 no bunk bed =				

Total cost for such 138 bunk beds to be quoted by the bidder

Total cost of 138 bunk beds (in figures)/ (In words)	
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DGM

**Signature of bidder
(with seal)**