



**SHRI MATA VAISHNO DEVI SHRINE BOARD, KATRA**  
**TENDER DOCUMENT**

**FOR**  
**Face-lifting work of various buildings /**  
**structure of Tarakote Marg.**

**e-NIT No.: CO/DEV/681/2366 DATED: 08.08.2025**

**Last Date for submission of e-Tender :18.08.2025**  
**upto 3:00 PM**

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**Address:** Central Office, Shri Mata Vaishno Devi Shrine Board, Katra (J&K) – 182301  
**Ph.:** 01991-232075, 234570, **Fax:** 01991-232120, 232089

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## Office of the Chief Executive Officer Shri Mata Vaishno Devi Shrine Board, Katra

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e-NIT No.: CO/Dev/681/2366

Dated: 08.08.2025

E-Tenders on prescribed format are invited on percentage basis on behalf of Shri Mata Vaishno Devi Shrine Board through Chief Executive Officer, SMVDSB, under two bids system from reputed and experienced Firms / Contractors / Agencies registered with Govt. Organizations/ Semi Govt. Organizations and Public Sector Undertakings for the following work:

Description of work	Approx. cost of work	Time of completion	Amount of EMD
Face lifting work of various buildings / structure of Tarakote Marg.	1,27,33,698.69 /-	30 days	Rs. 2,54,674/-

The e-NIT consisting of detailed Terms & Conditions, Eligibility Criteria and other details can be seen / downloaded from <http://jktenders.gov.in> and/or SMVDSB website [www.maavaishnodevi.org](http://www.maavaishnodevi.org)

The Tender Fee of **Rs. 1000/-** and the Earnest Money Deposit for the above-mentioned amount can be deposited in the official account of Shri Mata Vaishno Devi Shrine Board, Branch - **J&K Bank Katra, Account No. 0235040500001804, IFSC – JAKA0KATTRA** The bidder shall mention EMD details and UTR No. in the prescribed Technical Bid but not in the shape of Demand Draft (DD).

The complete bidding process will be done online on the e-Tender portal [www.jktenders.gov.in](http://www.jktenders.gov.in). The tenders must be submitted strictly in accordance with the provisions of the detailed e-NIT. **No Proposal will be accepted through any other mode.**

No: CO/Dev/681/2366  
Dated: 08.08.2025

Sd/-  
(Pawan Kumar Goswami, JKAS)  
Dy. Chief Executive Officer

## **1. INSTRUCTIONS TO BIDDERS REGARDING E-TENDERING PROCESS**

- i. The interested bidders can download the e-NIT/ bidding document from the website **[www.jktenders.gov.in](http://www.jktenders.gov.in)** /official website of SMVDSB **[www.maavaishnodevi.org](http://www.maavaishnodevi.org)**.
- ii. To participate in the bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per information Technology Act-2000. This certificate will be required for digitally signing the bid.
- iii. The Bidders, who already possess valid (DSC) Digital Signature Certificate, need not procure a new Digital Signature Certificate.
- iv. The Technical Bids shall be opened online as per the scheduled date & time mentioned in the e-NIT document.
- v. Financial Bids of technically qualified bidders shall be opened online, date and time for which shall be communicated to them separately.
- vi. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
- vii. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents as mentioned in the e-NIT have been attached with the bid.
- viii. Bidders are advised to use “My Documents” area in their user on <http://jktenders.gov.in>, e-tendering portal to store important documents like Balance sheet, GST Registration Certificate, IT certificate and other related documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
- ix. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case, they should attempt to create a similar BOQ of their own manually. The BOQ downloaded should be used for filling the item rate as prescribed and it should be saved with the same contents.
- x. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF / Scan properly.
- xi. The Bidders should carefully study the e-NIT document and prepare their tender with consideration of all provisions of the document. They should fully acquaint themselves **with site conditions** and all other factors which may influence the preparation of his tender.
- xii. Any queries / information related to the tender document / work can be sought via e-mail at [dyceo@maavaishnodevi.net](mailto:dyceo@maavaishnodevi.net) and [am.dev@maavaishnodevi.net](mailto:am.dev@maavaishnodevi.net).

## 2. TENDER SCHEDULE:

- i. The e-NIT Schedule is as under:

Publishing Date	:	09-08-2025 at 10:00 AM
Download Start Date	:	09-08-2025 from 10:30 AM
Bid Submission Start Date	:	09-08-2025 from 11:00 AM
Bid Submission End Date (online)	:	18-08-2025 at 03:00 PM
Date of Opening of Technical Bid (online)	:	19-08-2025 at 03:00 PM

- ii. In case of holiday, the bids will be opened on the next working day. Further, the price bids of only those bidders shall be opened who qualify the Technical Eligibility Criteria after scrutiny of the documents in Technical Bid, which shall be notified separately.
- iii. SMVDSB, will not be responsible for any delay in online submission of the bid due to any reason (Technical or otherwise).
- iv. Bidders must ensure to upload scanned copies of all necessary documents as mentioned in the e-NIT.
- v. The bidders need not to submit hard copies of the uploaded documents at Central Office, SMVDSB, Katra, which shall only be obtained from the bidder who is declared as the lowest after the opening of the Financial Bids. **However, the original EMDs shall reach Central Office, SMVDSB, Katra** within a week's time from the last date of bids submission.

## 3. TECHNICAL ELIGIBILITY CRITERIA

- i. The Average Annual Financial Turnover of the Bidder during the last 03 consecutive Financial Years, ending 31<sup>st</sup> March of the previous financial year should be at least **30%** of the estimated cost of the project (**FY 2021-22, 2022-23 & 2023-24**).
- ii. The Bidder must have experience of having successfully completed similar nature of works with Govt. or Semi-Govt. Departments / Govt. PSU's / Autonomous Bodies, during last **05 years**. He should have successfully completed either of the following:
- 03 (Three) similar\*\* completed works costing not less than 40% of the estimated cost.  
Or  
02 (Two) similar\*\* completed works costing not less than 50% of the estimated cost.  
Or  
01 (One) similar\*\* completed work costing not less than 80% of the estimated cost.

**\*\*Similar nature of work means the works related to the whitewashing of the buildings, painting works and other allied works of building etc.**

(Work Done Certificate to this effect to be issued by an officer, not below the rank of Executive Engineer or equivalent).

#### **4. SUBMISSION OF TENDERS:**

##### **a. Cover-I (Technical Bid Qualification):**

**This cover shall contain scanned copies of the following:**

- i. Proof of Tender fee and EMD deposited with the SMVDSB.
- ii. Copies of original documents defining the constitution or legal status, place of registration and principal place of business.
- iii. Financial turnover Certificate, year-wise, for the last three Financial Years i.e. 2021-22, 22-23 & 2023-24, duly certified by the Chartered Accountant with UDIN number.
- iv. Work Completion Certificates along with Letter of Awards of having executed and completed successfully works of similar nature as defined under Clause 3 of the Technical Eligibility Criteria, in any Govt. or Semi-Govt. Departments / Govt. PSU's / Autonomous Bodies during the last five years, duly issued by an officer, not below the rank of Executive Engineer or equivalent.
- v. Copy of PAN Card and GST registration certificate.
- vi. Reports on the financial standing of the bidder such as profit and loss statement, balance sheet for the last three Financial Years **i.e 2021-22, 22-23 & 2023-24** duly certified by Chartered Accountant and supported with ITRs of the last three Financial Years.
- vii. Bidder shall furnish proof of the latest returns in GST-3/GSTR-3B.
- viii. Signed and Stamped copy of Tender document (all pages) in respect of acceptance of all terms and conditions of e-NIT.

**Note: Original documents if required to be verified, the same shall have to be facilitated by the bidder.**

##### **b. Cover II (Price Bids):**

- i. Price bid shall contain the price quoted as per BOQ & is to be submitted online in the form of BOQ only as per **Annexure - A**.
- ii. Price Bids shall be opened of only those tenderers who have qualified the Technical Eligibility Criteria.
- iii. The price bid should be absolute and unconditional.

## **5. BILL OF QUANTITIES**

- i. The Bill of quantities is enclosed as **Annexure – A**.
- ii. The quantities given in the Bill of quantities are tentative and provisional, and are given to provide a common basis for bidding. The basis of payment shall be as per the actual quantities of work ordered and executed, as measured and verified by the Engineer In-charge, SMVDSB and valued at the rates in the bill of quantities.
- iii. The advertised quantities (Individual as well as Overall) may increase or decrease up to **25%** for which the bidder shall have to execute the extra quantities over the advertised quantities at the same rates. For the items executed lesser than the advertised quantities, actual payment of work executed shall be made.
- iv. SMVDSB, reserves the right to delete, add/modify any item of work during the operation of the work. The contractor shall have no claim on account of any such act.
- v. The Contractor shall be bound to execute extra items of works as directed by the Engineer In-Charge, SMVDSB.
- vi. The rates and prices in the bill of quantities shall, except as otherwise provided under the Contract, include all required equipments including labour, sundries, T&P, supervision, erection, maintenance during execution, insurance, profit, taxes and duties, packing and forwarding, loading and unloading, head Loads, together with all general risks, liabilities, and obligations set out or implied in the contract including the cost of remedying defects.
- vii. The cost of temporary works, if any like dewatering and drainage arrangements, establishment and maintenance of contractor's office and stores, watch and ward of site including workshop and stores, implementation of all safety procedures. Implementation of Environment related issues etc shall be part of work and shall not be paid extra.
- viii. The method of measurement of completed work for payment shall be accorded with relevant specifications and code practice.
- ix. No escalation shall be paid during the contract period for completion of the work on the quoted rates or even during the extended period

## **6. SPECIAL CONDITIONS**

- i. **VARIATIONS:** The advertised quantities of individual items may increase or decrease up to 25% for which the contractor shall have to execute, if any, the extra quantities over the advertised quantities at the same rates. Similarly, if the items executed are lesser than the advertised quantities, actual payment of work executed shall be made. In case variation in quantities exceeds 10%, the variation in quantities and the cost implication shall be got approved from the competent authority by the Engineer In-Charge.

- i. **Extra Item:** Items not covered in the advertised rate list but found necessary during execution of work at the site, the same shall be paid on the basis of J&K SOR, 2022 as per appreciation and deprecation and if not covered in the advertised rate list / J&K SOR, 2022 the same shall be paid on the basis of analysis of rates duly prepared / verified by the concerned Engineering-in-charge on the Lowest Market Rates prevalent in the market.
- ii. **Tools & Plants (T&P)** required for the work shall be arranged by the Contractor.
- iii. The Shuttering material required for the work shall be in the scope of the contractor.
- iv. The paint material to be used should be of the specifications mentioned below:-
  - i) Exterior Acrylic Emulsion (Premium Quality)      05 to 06 years warranty
  - ii) Interior Acrylic Emulsion (Premium Quality)      05 to 06 years warranty
  - iii) Enamel Paints of all shades      1<sup>st</sup> quality

**Note:-** 1. Before the start of work, the contractor shall get the painting material and allied material approved from the Engineer-in-charge. Only the approved material shall be allowed for application. The rejected material shall be immediately removed from the site by Contractor at his own cost.

2. The Contractor shall also provide Project Data Sheet (PDS) and Warranty certificate from the manufacturer / supplier of the approved painting material, without which the material shall not be allowed for application.

## **7. CORRECTION OF ERRORS**

- i. If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
- ii. If there be a discrepancy in figure and word the total amount stated in word shall prevail.

## **8. BID SUBMISSION / WITHDRAWAL**

- i. Bids shall be submitted online within the stipulated deadline. SMVDSB, may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of SMVDSB, and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- ii. No bid shall be withdrawn by any of the participating tenderers. Withdrawal of bid after its submission shall result into forfeiture of EMD.

## **9. BIDDER'S SITE VISIT**

J&K SOR, 2022 allow carriages, lead & lift for building materials from the source of supply to the site of work but in this contract nothing extra shall be paid on account of lead, Head Load, lift & carriages etc. The contractors/firms are therefore required to visit the site of work and quote their rates accordingly. Such site visit shall be at the bidder's own expense, risk and responsibility. Lack of knowledge of site /site conditions/working conditions shall not be considered as a reason whatsoever it may be. SMVDSB, shall however, facilitate such visits to the extent possible on written requests of prospective bidders.

## **10. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his bid and SMVDSB in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **11. GENERAL CONDITIONS**

- i. Tender without copy of requisite tender fee and in deficient of any conditions of e-NIT or submitted incomplete in any respect is liable to be rejected.
- ii. Conditional Tenders shall not be accepted and shall be outrightly rejected.
- iii. The Tender Fee is non-refundable.
- iv. Each Bidder shall have to submit only one Tender; submission of any additional Tender shall invite disqualification.
- v. The Tender offer shall be valid for **90 days** from the last day of receiving of the tender. However, prior to expiry of the original Validity Period, SMVDSB may, on the merit of case, request for extension of validity of the offer for a further period of maximum **30 (thirty) days** without any change in terms & conditions of the offer.
- vi. Even though any Bidder may satisfy the requirements of e-NIT, he/she would be liable for disqualification on grounds of submitting misleading / false information or deliberately suppressing the information in the forms, statement and enclosures in the Eligibility Criteria document and have record of poor performance such as abandoning work, leaving Contract incomplete or financial failures / weaknesses etc.
- vii. If any information furnished by the contractor is found incorrect at any stage, Contract shall be terminated and further penal action shall be initiated e.g. forfeiture of EMD / Performance Security / Security Deposit and debarring for period of three years for participating in SMVDSB tender process.
- viii. The contract as a whole or part thereof is Non-Transferable.
- ix. SMVDSB reserves the right to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.



- x. The Bidder shall comply with all the statutory provisions as laid down under various Laws/Act/Rules like Employees Provident Fund, ESI and other Laws/Acts/Rules in force from time to time.
- xi. The contractor shall be under obligation to comply with all statutory / labour laws / regulations in vogue.
- xii. The contractor shall have to execute the job under strict supervision and to the best satisfaction of Engineer In-charge, SMVDSB.
- xiii. SMVDSB reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.
- xiv. In case of any dispute or clarification in Tender, the decision of the Chief Executive Officer, SMVDSB shall be final & binding upon the Bidder.
- xv. The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.
- xvi. The contractor shall not assign, sublet, or apportion the whole or any part of the contract, if found so the contract shall be terminated with immediate effect and suitable penalty shall be imposed.

## **12. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:**

- i. The bidders shall have to deposit the requisite earnest money amounting to **Rs. 2,54,674/-**, in the official account of Shri Mata Vaishno Devi Shrine Board, Branch - **J&K Bank Katra, Account No. 0235040500001804, IFSC – JAKA0KATTRA** or it can be in the shape of CDR/TDR/FDR drawn from any nationalized/scheduled bank pledged to FA/Chief Accounts Officer, SMVDSB, Katra but not in the shape of Demand Draft (DD).
- ii. Bid securities of the unsuccessful bidders shall be returned/released at the earliest after the expiry of the final bid validity period and latest by the **30<sup>th</sup> day** after the award of the contract to the successful bidder. Bid security shall be refunded to the successful bidder on receipt of performance security.
- iii. The Earnest Money Deposit (EMD) of the successful bidder shall be released on deposit of performance security.
- iv. A bidder's EMD will be forfeited if the bidder:
  - a. Withdraws or amends his tender;
  - b. Impairs or derogates from the tender in any respect within the period of the validity of the tender;
  - c. If the bidder does not accept the correction of his bid price during evaluation and;
  - d. If the tenderer fails to furnish the required performance security within the specified period.

## **13. ALLOTMENT OF WORK**

- i) **The work shall be allotted to the lowest bidder (L-1) quoting lowest price in the total price bid.**

- ii) After scrutiny and evaluation of Financial Bid, the Contract will be awarded to the Lowest Bidder and the successful bidder shall have to enter into an Agreement with the Shrine Board within a period of **14 days** from the date of award of the Contract.

#### **14. PERFORMANCE SECURITY**

- i. The successful Bidder shall furnish performance security equivalent to **05% (five percent)** of the total value of the Contract, in the form of Bank Guarantee from any Nationalized / Scheduled Bank pledged to the FA/Chief Accounts Officer, SMVDSB, Katra within a period of **07 Days** from the issuance of Letter of Award. Failure to do so within the stipulated period, the contract shall be liable for cancellation together with forfeiture of the Earnest Money Deposit (EMD).
- ii. If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's Estimate of the cost of work to be performed under the contract, the Board may require the bidder to produce detailed price analysis for any or all items of BoQ, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Board, may require that the amount of Performance Security set forth in clause 14(i) of this tender be increased at the expense of the successful bidder under the contract. The amount of increased performance security shall be as under:-

S.No.	% of unbalanced bid viz-a-viz adv. Cost	Additional performance security to be deposited on quoted bid by L-1 over and above the normal performance to be given as per clause 14(i)
1	Upto and including 15% below	Nil
2	>15% below upto and including 20% below	5%
3	>20% below upto and including 25% below	7.5%
4	>25% below upto and including 30% below	10%
5	>30% below	12.5%

- iii. The performance security shall be released on completion of Defect Liability Period on certification of Engineer In-charge, SMVDSB.

**15. SECURITY DEPOSIT**

- i. The Security Deposit equivalent to 05% shall be deducted from each running account bill and the same shall be released after completion of Defect Liability Period.
- ii. If the Contract price increases more than 10% of original contract value due to any reason, the contractor shall be under obligation to deposit the proportionately security amount within one weeks' time, falling which same shall be deducted from the bills raised by Contractor and kept as a security.

**16. CONSTRUCTION PROGRAMME**

The contractor shall submit a detailed construction/execution programme to the Engineer In-charge, SMVDSB within 5 days after the date of issue of LOA. The contractor shall also be required to submit a revised programme whenever the previous programme is inconsistent with actual progress explaining therein the reasons for the occurred delay.

**17. TIME OF COMPLETION**

The time of completion of the work in all respect shall be **30 days reckoned from 7<sup>th</sup> day from the date of issuance of the Letter of Award (LoA).**

**18. EXTENSION OF TIME FOR COMPLETION**

The contractor shall be entitled to an extension of time for completion if the work is delayed by any of the following causes:

- i. Additional items beyond the scope of work have been asked for execution.
- ii. A cause of delay attributable to Shrine Board.

If the contractor considers himself to be entitled to an extension of time for completion, the contractor shall within 15 days of the happening of that event, apply for the same to Engineer-In-Charge for determining such extension of time for approval from the competent authority. The request made after this period shall not be entertained for consideration of any such request for time extension. Time lost due to Monsoon rains/ winter rains shall not be considered for granting any time extension.

**19. RATE OF PROGRESS**

If at any time the progress of work is slow or the progress has fallen behind the timeline fixed, the contractor shall have to adopt measures like increase in labour or contractor's personnel/resources. The contractor shall not be entitled to claim any extra incurred cost on account of acceleration of work due to such measures. If the contractor fails to accelerate the progress, then the Engineer In-charge shall be entitled to increase resources from his end at the risk and cost of the contractor to accelerate the progress of works after serving a notice to the contractor.

**20. PROGRESS REPORTS**

The Contractor shall submit a weekly progress report to the Engineer In-charge in three copies. The first report shall cover the period up to the end of first calendar month following the commencement date. Reports shall be submitted on weekly basis thereafter, each within 7 days after the last day of the period to which it relates. The progress reports shall be accompanied with colour photographs in both soft and hard copies.

**21. SUSPENSION OF WORK**

The contractor shall not suspend work on his own unless otherwise directed by the Engineer In-Charge in writing.

**22. TERMS OF PAYMENT**

With a view to ensure expeditious completion of the work, the contractor shall be released part payment as under:

- i. Payment shall be made on running A/c bills for completed items after joint measurement of the work done (to be carried out by the contractor and the Engineer In-charge).
- ii. Final payment shall be done after successful completion of the work in all respects and to the entire satisfaction of the Engineer In-charge and its due handing over to the SMVDSB.

**23. PENALTY FOR DELAYS**

- i. If the contractor fails to complete the work within the specified time of completion, the penalty shall be imposed @0.5% (half percent) per week subject to the maximum of 02% of the contract value shall be levied from contractor dues.
- ii. In case, the contractor fails to complete the work even after delaying the work

beyond 04 weeks from the stipulated date of completion, Shrine Board reserves the right to get the remaining work executed at the risk and cost of the contractor. In addition, penal action in the shape of forfeiting of Performance Security, Security Deposit shall be taken against the contractor.

**24. EMPLOYER'S TAKING OVER OF THE WORK**

The Engineer In-Charge, SMVDSB shall, within 15 days after receiving the Contractor's application shall issue the taking over certificate to the contractor stating the date on which the works have been completed and defects, if any rectified. In case, the Engineer In-Charge is not satisfied with the completion then he will reject the application giving reasons and specifying the work required to be redone by the contractor to enable the taking over certificate to be issued. The contractor shall then complete this work before issuing a further notice. No part taking over of the works shall be allowed.

**25. DEFECT LIABILITY PERIOD**

The contractor/bidder shall be fully responsible for all the defects in respect of executed work for quality and workmanship for a period of **06 months** from the date of completion of work. Any defect occurring in the work due to poor quality or workmanship during defect liability period shall be rectified / replaced by the contractor at its own cost. In case of his failure to do so within specified time frame, the SMVDSB, shall be at liberty to take up the rectification work at the risk and cost of the contractor and recover the cost on account of rectification from amount due to the contractor and in the shape of Security Deposit / Performance Security and balance payment due to the contractor.

**26. TAXES, DUTIES AND OTHER LEVIES**

- i. The contractor shall be solely responsible for the taxes that may be levied on the contractor/contractor's persons or on earnings of any of his office employee. The SMVDSB does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. However as per the provisions of Income Tax Act, deduction of Income Tax for the executed work, at source shall be made by SMVDSB.
- ii. All other duties / levies payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by SMVDSB.
- iii. The price quoted in the BOQ shall be inclusive of all taxes and GST.

**27. CONTRACTOR'S OPERATION AT SITE**

The Contractor shall be responsible for keeping unauthorized persons off site. The contractor shall confine his operations to the site. During the execution of work, the contractor shall keep the site free from all unnecessary obstruction and shall clear away and remove from the site any scrap, wreckage, rubbish and temporary works which are no longer required.

**28. REMEDIAL WORK**

Notwithstanding any previous test or certification, the Engineer In-charge may instruct the contractor to:

- (a) Remove from site and replace any material which is not found as per specifications.
- (b) Remove and re-execute any work which is found defective and is not inaccordance with the contract.
- (c) Execute any work which is urgently required for the safety of the works, whether because of an accident, unforeseen event or otherwise.

If the contractor fails to comply with the instruction within the reasonable time specified in the instructions, the Engineer In-charge, SMVDSB shall be entitled to employ and pay other persons to carry out the work and recover the cost from the contractor.

**29. FOSSILS**

All fossils, coins, articles of value or items of archaeological interest found on site during excavation or otherwise shall be handed over to the Engineer. It shall become the property of the owner.

**30. ELECTRICITY & WATER**

Electricity and water for the work shall be in the Scope of Contractor. Further distribution shall be done by contractor at his own expenses and the cost of same shall be deemed to have been included in the rates. Electricity/Water for labour camp shall be arranged by contractor at his own expenses.

**31. LABOUR**

The contractor shall make his own arrangements for the engagement of all staff and labour, local or other, and make necessary arrangement for housing, feeding and transport at his own.

**32. INDEMNITY**

The contractor shall keep indemnified Shri Mata Vaishno Devi Shrine Board against all the losses, claims, injuries or damages to any persons or property which may arise out of or in consequences of this contract at its own cost.

**33. CLEARANCE OF SITE**

The contractor shall clear the site of the contractor's equipment, surplus material, wreckage, rubbish and temporary works from the site except that

required to remedy notified defects, if any. In case the contractor fails to clear the site, the Engineer-In-Charge, SMVDSB shall remove those items from site of work at the risk and cost of the contractor.

**34. CANCELLATION / TERMINATION OF THE CONTRACT IN FULL OR IN PART:**

**a. If the contractor: -**

- i. at any time makes default in proceeding with the works without due diligence and continues to do so even **7 days** after a notice in writing from the Engineer In-Charge, SMVDSB; or
- ii. commits defaults in complying with any of the terms and conditions of the contract and does not remedy it within **7 days** after a notice in writing is given to him in that behalf by the Engineer In-Charge, SMVDSB; or
- iii. fails to complete the works or any part of the work on or before the date of completion and does not complete them within the period specified in notice given in writing in that behalf by the Engineer In-Charge, SMVDSB; or
- iv. has obtained contract with the Shrine Board as a result of ring tendering or other non- bonafide methods of competitive tendering;

the Shrine Board shall outrightly cancel the contract by a written order to the contractor. In the event of cancellation, the contractors EMD / Performance Security / Security Deposit shall be forfeited.

**b. The Shrine Board shall on such cancellation have powers to:**

- i. If the work is not completed even after **7 days** after due date of completion, the Contract shall be terminated and work shall be executed as per the discretion of the Board including the option of offering the work to any other firm or inviting fresh tenders at the risk and cost of the Contractor with the penal cost to an extent of 20% cost of the unfinished works. The liquidated damages and penalty imposed shall be adjusted against this amount and balance, if any, shall be recovered from other dues (work done or deposit) of the Contractor.
- ii. Take possession of the site and any materials, machinery, implements, stores, etc. thereon, and make out a list of such material in presence of the representative of the contractor who shall have to be present on one day notice and in case of non-compliance of the notice, measurements taken by the Shrine Board representative shall be considered as final and contractor will have no claim of any sort regarding this.
- iii. Carry out the incomplete work by any means at the risks and cost of the contractor.
- iv. On cancellation of the contract in full or in part, the Engineer In-Charge, SMVDSB shall determine what amount, if any, is recoverable from the contractor for completion of the works or in case the works or part of the works not to be completed, the loss or damage suffered by Shrine Board.

In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of the contractor's materials taken over and incorporated in the work, and use of machinery belonging to the contractor.

- v. Any excess expenditure incurred or to be incurred by the Shrine Board in completing the works or part of the works or the excess loss or damage suffered or may be suffered by the Shrine Board as aforesaid after allowing such credit shall be recovered from any amount due to the contractor on any account including forfeiting of Performance Security / Security Deposit and if such amount is not sufficient, the contractor shall be called upon in writing to pay the same, within 30 days of the notice given to that effect by the 'Engineer In-Charge'.
- vi. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Shrine Board shall have the right to sell any or all of the contractor's unused materials, machinery, implements, etc. and use the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and in accordance with the provisions thereof.
- vii. Any sums in excess of the amounts due to the Shrine Board and unsold materials constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Shrine Board, of the works is less than the amount which the contractor would have been paid had he completed the works, such benefit shall not accrue to the contractor.
- viii. Notwithstanding the above clause, the SMVDSB reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for SMVDSB action.

### **35. FORECLOSURE OF THE CONTRACT**

Foreclosure in full or in part due to abandonment or reduction in scope of work:

- i. If at any time after acceptance of the tender, Shrine Board decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works given to be carried out, 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 did not derive in consequence of the foreclosure of the whole or part of the works.
- ii. The contractor shall be paid at contract rates full amounts for works executed at site duly certified by the Engineer In-Charge.

### **36. FORCE MAJEURE**

If during the currency of contract, there is any outbreak of war, fire, major floods, earthquake, riots (other than among the contractor's employees) and



similar other causes which whether financially or otherwise affects the execution of the Contract; the contractor unless contract is terminated under provision of this clause shall make his / her best efforts to complete the contract. However, after the outbreak of such war, Shri Mata Vaishno Devi Shrine Board shall be entitled to terminate the contract at any time by giving notice in writing. Force Majeure is hereby defined as a clause which is beyond the control of SMVDSB / Contractor and which consequently affects the performance of the contract.

### **37. ARBITRATION**

In case of any dispute arising between the parties to this e-tender and all matters connected therewith, both parties shall make every effort to resolve it amicably by direct informal negotiation. If even after thirty days from the commencement of informal negotiation, the parties have not been able to resolve the dispute amicably, then such disputes / differences shall be resolved by Arbitration as per the Arbitration and Conciliation Act, 1996.

- a) Either party may request other of its intention that a dispute be submitted to Arbitration and both the parties shall meet with 15 days from the date of receipt of such request, to select a sole arbitrator mutually for the resolution of dispute and venue / seat or Arbitration shall be at Jammu / Katra / Reasi.
- b) In the event that the parties cannot agree upon the selection of the sole Arbitrator, either party or both the parties may move an application before the Hon'ble High Court at Jammu, under the Arbitration and Conciliation Act, 1996, for the appointment of sole Arbitration with seat / venue at Jammu for the resolution of dispute between the parties.

### **38. JURISDICTION**

The Courts at Katra alone shall have the jurisdiction with respect to the subject matter of the Contract.

**No: CO/Dev/681/2366**  
**Dated: 08.08.2024**

**Sd/-**  
**(Pawan Kumar Goswami, JKAS)**  
**Dy. Chief Executive Officer**



**Office of the Chief Executive Officer  
Shri Mata Vaishno Devi Shrine Board, Katra**

**Bill of Quantities  
(Annexure-A)**

**Sub: Face lifting work of various buildings / structure of Tarakote Marg.**

S. No.	Name of Work	Unit	Qty	Rate	Amount
1	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/liter of approved brand and manufacture, including applying additional costs wherever required to achieve even shade and colour. (One coat)	Sqm	14088.44	77.30	10,89,036.41/-
2	Finishing walls with Acrylic smooth exterior paint of required shade: Old work (one or more coats applied @ 0.90 liters / 10sqm)	Sqm	20026.00	78.95	15,81,052.70/-
3	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade, one or more coats on old work	Sqm	101429.88	86.75	87,99,042.09/-
4	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping and sand preparing and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	22682.87	18.70	4,24,169.67/-
5	Providing and applying white cement based putty of specified thickness, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete (1 mm thick)	Sqm	3915.83	138.10	5,40,776.12/-
6	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface.	Sqm	4482.00	66.85	2,99,621.70/-
	<b>Total (in Rs.)</b>				<b>1,27,33,698.69/-</b>

**No: CO/Dev/681/2366  
Dated: 08.08.2024**

**Sd/-  
(Pawan Kumar Goswami, JKAS)  
Dy. Chief Executive Officer**

**CHECK LIST**  
**(Technical Bid Qualification)**

S.No.	DOCUMENTS	SUBMITTED	
		YES	NO
1.	Tender fee and EMD		
2.	Copies of original documents defining the constitution or legal status, place of registration and principal place of business.		
3.	Financial turnover Certificate, year-wise, for the last three Financial Years i.e. <b>2021-22 to 2023-24</b> , duly certified by the Chartered Accountant		
4.	Work Completion Certificates along with Letter of Awards of having executed and completed successfully works of similar nature as defined under <b>Clause 3</b> of the Technical Eligibility Criteria, in any Govt. or Semi- Govt. Departments / Govt. PSU's / Autonomous Bodies during the last five years, duly issued by an officer not below the rank of Executive Engineer or equivalent		
5.	Copy of PAN Card and GST registration certificate.		
6.	Reports on financial standing of the bidder such as profit and loss statement, balance sheet for the last three Financial Years i.e. <b>2021-22 to 2023-24</b> , duly certified by Chartered Accountant and supported with ITRs of the last three Financial Years		
7.	Proof of latest returns in GST-3/GSTR-3B.		
8.	Signed and Stamped copy of Tender document (all pages) in respect of acceptance of all terms and conditions of e-NIT.		

**Authorized Signatory of the firm**



**Office of the Chief Executive Officer  
Shri Mata Vaishno Devi Shrine Board, Katra**

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**The details of the Shrine Board establishments which requires face-lifting at Tarakote Marg Sector:**

- i) B/wall, Pedestals, Frisking Point from RD 3/0 to 7/70 on Tarakote Marg.**
- ii) Toilet Block 03 Nos.**
- iii) View Points 03 Nos.**
- iv) Dispensary from RD 3/0 to 7/70 on Tarakote Marg.**
- v) Steel Coloumns and Welded mesh fencing from RD 3/0 to 7/70.**
- vi) Steel trusses from RD 3/0 to 7/70 on Tarakote Marg.**
- vii) Tarakote Marg 0 to 3 Km and Link Road upto Shamshan Ghat.**
- viii) Main building.**
- ix) Langer Building and Toilet Block 1, 2, 3, 4, Tarakote Marg.**
- x) Fencing R/wall, B/wall, Steel Pillars, Grill framed doors, Windows, truss RD 0 Km to 3Km at Tarakote Marg.**

**No: CO/Dev/681/2366  
Dated: 08.08.2024**

**Sd/-  
(Pawan Kumar Goswami, JKAS)  
Dy. Chief Executive Officer**