



## Standard Bidding Document For

- Laying & Fitting of Delivery and Distribution Pipe network of GI Pipes of different Nominal Bores along with pipe fittings and control valves.
- Construction of Service Reservoirs (SRs), Slow Sand Filtration Plants, Pre-Settling Tanks.
- Execution of ancillary civil works like Spring Covers, Protection Works, staff quarters etc.

at various Water Supply schemes of Hydraulic Division Uri of Kashmir Province of UT of J&K, under Jal Jeevan Mission (JJM)

# NOTICE INVITING TENDER

## FRESH e-NIT No. 11 OF 2023-24 Dated: 17/05/2023

For and on behalf of Lt. Governor of UT of J&K, Executive Engineer Jal Shakti Hydraulic Division Uri invites e-tenders from reputed and resourceful Bidders/ Firms/Companies/ of all classes registered in JKPWD/CPWD/Railways or any other state Government for below mentioned works at various Water Supply schemes of Hydraulic Division Uri of Kashmir Province of UT of J&K, under Jal Jeevan Mission (JJM).

The bidding process shall be completed online on [www.jktenders.gov.in](http://www.jktenders.gov.in) in two covers viz. **Cover 1<sup>st</sup>** consisting of General Terms and Conditions and Technical Specifications and **Cover 2<sup>nd</sup>** consisting of Financial Bid on overall percentage rate basis, in the prescribed BOQ.

| Sr.No    | Particulars of the work   | Estimated cost in lacs                  | Tender Fee (in Rs) | Earnest Money Deposit  | Bid Validity Period | Time of completion of work (in days)    |
|----------|---|---|--------------------|--|---------------------|---|
| <b>1</b> | <ul style="list-style-type: none"> <li>➤ Laying &amp; Fitting of Delivery and Distribution Mains consisting GI Pipes of different Nominal Bores along with pipe fittings and control valves.</li> <li>➤ Construction of Service Reservoirs (SRs), Slow Sand Filtration Plants.</li> <li>➤ Execution of ancillary civil works like Spring Covers, Boundary walls, Protection Works etc.</li> </ul> <p>at various Water Supply schemes of Hydraulic Division Uri of Kashmir Province of UT of J&amp;K, under Jal Jeevan Mission (JJM)</p> | As per ANNEXURE-I to this bid document. | <b>500/-</b>       | 02% of the estimated cost Or BID Declaration Form duly notarized | <b>180 days</b>     | As per ANNEXURE-I to this bid document. |

Position of funds: **Approved Under Jal Jeevan Mission (JJM)**

The tender inviting authority is **Executive Engineer, Jal Shakti Hydraulic Division Uri.**

The awarding authority is **District Jal Jeevan Mission (DJJM)**

## **Critical Dates**

|            |                                    |                      |
|------------|------------------------------------|----------------------|
| <b>i</b>   | Publish Date                       | 17/05/2023. 06:00PM  |
| <b>ii</b>  | Document download/ sale start date | 17/05/2023 . 06:00PM |
| <b>iii</b> | Pre- Bid meeting date              | 18/05/2023 . 01:00PM |
| <b>iv</b>  | Bid submission start date          | 19/05/2023 . 10:00AM |
| <b>v</b>   | Bid submission end date            | 25/05/2023. 04:00PM  |
| <b>vi</b>  | Date and time of bid opening       | 26/05/2023. 12:00PM  |

1. Bid documents can be accessed and downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in)
2. The whole bidding process shall be completed online on tender portal [www.jktenders.gov.in](http://www.jktenders.gov.in). The intending bidders can download the bid document from the tender portal and can submit their bids by uploading them on the tender portal.
3. The valid bids received shall be opened online in the office of the Executive Engineer Hydraulic Division Uri. Bids must be accompanied by bid security and cost of Tender Document as specified in column 4 & 5 of the table.
  - a. The cost of tender documents should be in form of DD/TR/e challan in favour of Executive Engineer Hydraulic Division Uri.
4. The hard copies of cost of tender document in shape of TR/e-challan, Earnest money in shape of CDR/FDR/BG or BID Declaration Form duly notarized and other relevant documents shall be obtained from the bidder who is declared as L1 after opening of financial cover.
5. The bid shall remain valid for a period of 180 days from the last date of submission of bids. If any bidder withdraws his bid before the said period or makes any modifications in the terms and conditions of the bid, the same shall be considered to be in violation of bid security declaration and shall be dealt with accordingly and the bid shall be declared non- responsive.
6. Other details can be seen in the bidding documents from the website [www.jktenders.gov.in](http://www.jktenders.gov.in).
7. Queries by email if any should be made at [urihydraulic@gmail.com](mailto:urihydraulic@gmail.com).

**No. HDU/eNIT-11/829-39**

**Dated: 17/05/2023**

**Executive Engineer  
Jal Shakti Department  
Hydraulic Division Uri**

**Copy to the: -**

- 1. Commissioner Secretary, Jal Shakti (PHE/I&FC) Department, Civil Secretariat, J&K** for information, please.
- 2. Mission Director, Jal Jeevan Mission Jammu & Kashmir Civil Secretariat** for information, please.
- 3. Development Commissioner works, Civil Secretariat, J&K** for information please.
- 4. Chief Engineer Kashmir, Jal Shakti PHE Department Srinagar,** for information please.
- 5. Chief Engineer, Designs Inspections & Quality Control Department, J&K** for information, please.
- 6. District Development Commissioner Baramulla** for information please.
- 7. Director Finance Jal Shakti (PHE) Department, Civil Secretariat, J&K** for information, please.
- 8. Director Planning Jal Shakti (PHE) Department, Civil Secretariat, J&K** for information, please.
- 9. Superintending Engineer, Hydraulic Circle Bla/Bpr, H.Q. Sopore,** for information please.
- 10. Technical Advisor Kashmir Jal Jeevan Mission (K)** for information.
- 11. Joint Director Information Department, Kashmir for information.** He is requested to get the e-NIT published in two leading local dailies in Kashmir province and one National Daily well before its due date.

## **General Instructions to Bidders regarding e-tendering Process**

- a. The interested bidder can download the NIT/bidding document from the website **[www.jktenders.gov.in](http://www.jktenders.gov.in)**.
- b. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendor.
- c. 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.
- d. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
- e. The department will not be responsible for delay in online submission of bids. All the required information for bid must be filled and submitted online, well before the last date and time of submission.
- f. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents the original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Speed/Registered post/courier as per time schedule specified.
- g. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
- h. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
- i. Bidders are advised to use "**My Documents**" area in their user on [jktenders.gov.in](http://jktenders.gov.in), e-tendering portal to store important documents like Experience certificate, Balance sheet, Certificate regarding taxes and TIN, and other related documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
- j. 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 similar BOQ manually. The BOQ downloaded should be used for filling the net item rate inclusive of all taxes and it should be saved with the same as it contains.
- k. **Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, JPEG Scan properly,** convert scanned images to PDF.
- l. The guidelines for submission of bid online can be downloaded from the website **[www.jktenders.gov.in](http://www.jktenders.gov.in)**.

## **APPENDIX 'A'**

### **QUALIFICATION CRITERIA AND TECHNICAL BID (Cover 1<sup>st</sup>)**

The cover 1<sup>st</sup> of the tender document shall consist of qualification criteria, general terms and conditions and technical specifications of the tendered work. The bidder shall have to furnish the following documents in the Cover 1<sup>st</sup> of the bid:-

- 1.** Scanned copy of Registration certificate of the contractors/bidder/firm/Company/ Private Limited registered with J&K Government, CPWD or other States/UT's/Central Government organization/Competent authorities duly renewed for current year with renewal certificate.
- 2.** Scanned copy of tender fee of Rs 500/= in the shape of Treasury Receipt/e-transfer (Screen shot of transaction) in favor of Tender Inviting Authority.
- 3.** Scanned copy of EMD @ 02% of the advertised cost in the shape of CDR/FDR/BG pledged to Tender inviting authority or Bid Declaration Format duly notarized (FORMAT ENCLOSED).
- 4.** Scanned copy of the latest Income Tax Return.
- 5.** Scanned copy GST return in FORMGST-3B of the last quarter.
- 6.** Scanned copy of Legal Affidavit, certifying the following lines in the affidavit by the authorized Signatory for this tender.
  - The Tenderer is not blacklisted / debarred by any of the Central/ State/ UT Government /Board/Corporation / PSU, as procuring entity in India on the date of the submission of the tender.
  - Has not been declared bankrupt by any institution or Government.
  - Has not been adjudged by any court of law of the land as insolvent.

**Executive Engineer  
Jal Shakti Department  
Hydraulic Division Uri**

ANNEXURE I  
**SCHEME WISE LIST OF WORKS**

**Under Tender ID: 2022\_IFC\_212582\_1 to 22**

| S.No | Name of Water Supply Scheme   | Description of work  | Jal Shakti (PHE) Division     | Estimated cost (in Lacs) | Time of completion (Days) | Class of Contractor |
|------|-------------------------------|--|-------------------------------|--------------------------|---------------------------|---------------------|
| 1.   | <b>WSS Tilawari Thajal</b>    | Retrofitting of Water Supply Scheme Tilawari Thajal by way of Construction/Commissioning and Testing of PSTs/ SRs/SSFPs/ (for providing 100% FHTC) under JJM   | <b>HYDRAULIC DIVISION URI</b> | <b>143.18</b>            | <b>120-days</b>           | <b>AA Y</b>         |
| 2.   | <b>WSS Latimar Garkote</b>    | Construction of Water Supply Scheme Latimar Garkote by way of Construction of Intake Chambers/Chowkidar quarter Protection works, , laying and fitting of GI Pipes and other allied works (for providing 100% FHTC) under JJM  |                               | <b>74.08</b>             | <b>120-days</b>           | <b>AA Y</b>         |
| 3.   | <b>WSS Latimar Garkote</b>    | Construction of Water Supply Scheme Latimar Garkote by way of Construction/Commissioning and Testing of PSTs/ SRs/SSFPs/, Chain Link fencing, and other allied works (for providing 100% FHTC) under JJM                       |                               | <b>101.53</b>            | <b>120-days</b>           | <b>AA Y</b>         |
| 4.   | <b>WSS Burnate Botangi</b>    | Construction of Water Supply Scheme Burnate Botangi by way of Construction of Chowkidar Quarter, Intake Chambers Protection works, , laying and fitting of GI Pipes and other allied works (for providing 100% FHTC) under JJM |                               | <b>144.11</b>            | <b>120-days</b>           | <b>AA Y</b>         |
| 5.   | <b>WSS Chahla Nowshera</b>    | Retrofitting of Water Supply Scheme Chahla Nowshera by way of Construction of JE Quarter Cum Water Testing Lab, Chowkidar Quarter and other allied works (for providing 100% FHTC) under JJM                                   |                               | <b>41.63</b>             | <b>120-days</b>           | <b>AA Y / BEE</b>   |
| 6.   | <b>WSS Chahla Nowshera</b>    | Retrofitting of Water Supply Scheme Chahla Nowshera by way of Construction of Intake Chamber, Laying and fitting of GI Pipes and other allied works (for providing 100% FHTC) under JJM  |                               | <b>43.08</b>             | <b>120-days</b>           | <b>AA Y / BEE</b>   |
| 7.   | <b>WSS Chahla Nowshera</b>    | Retrofitting of Water Supply Scheme Chahla Nowshera by way of Construction of SSFPs Chain Link fencing and other allied works (for providing 100% FHTC) under JJM  |                               | <b>47.05</b>             | <b>120-days</b>           | <b>AA Y / BEE</b>   |
| 8.   | <b>WSS Chahla Nowshera</b>    | Retrofitting of Water Supply Scheme Chahla Nowshera by way of Construction of SRs, PSTs, Protection Bund, Retaining Wall and other allied works (for providing 100% FHTC) under JJM  |                               | <b>49.85</b>             | <b>120-days</b>           | <b>AA Y / BEE</b>   |
| 9.   | <b>WSS Pringle Tethamulla</b> | Retrofitting of Water Supply Scheme Pringle Tethamulla by way of Construction of 70000-SSFP and other allied works (for providing 100% FHTC) under JJM   |                               | <b>49.15</b>             | <b>120-days</b>           | <b>AA Y / BEE</b>   |
| 10.  | <b>WSS Pringle Tethamulla</b> | Retrofitting of Water Supply Scheme Pringle Tethamulla by way of Construction/Testing & Commissioning of Intake Chambers, 15000-SSFP, 15000-SR, IC/PB and other allied works (for providing 100% FHTC) under JJM               |                               | <b>41.73</b>             | <b>120-days</b>           | <b>AA Y / BEE</b>   |

## HYDRAULIC DIVISION URI

|     |                               |  |        |          |          |
|-----|-------------------------------|--|--------|----------|----------|
| 11. | <b>WSS Pringle Tethamulla</b> | Retrofitting of Water Supply Scheme Pringle Tethamulla by way of Construction of Laying and fitting of G.I Pipes and other allied works (for providing 100% FHTC) under JJM  | 67.60  | 120-days | AAAY     |
| 12. | <b>WSS Pringle Tethamulla</b> | Retrofitting of Water Supply Scheme Pringle Tethamulla by way of Construction of PSTs, SRs, Retaining Wall and other allied works (for providing 100% FHTC) under JJM  | 43.13  | 120-days | AAAY/BEE |
| 13. | <b>WSS Pringle Tethamulla</b> | Retrofitting of Water Supply Scheme Pringle Tethamulla by way of Construction of SRs, Chainlink Fencing and other allied works (for providing 100% FHTC) under JJM   | 45.20  | 120-days | AAAY/BEE |
| 14. | <b>WSS Boniyar</b>            | Retrofitting of Water Supply Scheme Boniyar by way of Construction of JE Quarter, Chowkidar Quarter, Intake Chambers Protection works, , laying and fitting of GI Pipes and other allied works (for providing 100% FHTC) under JJM | 133.94 | 120-days | AAAY     |
| 15. | <b>WSS Dhani Sayedan</b>      | Construction of Water Supply Scheme Dhani Sayedan by way of Construction/Testing & Commissioning of Intake Chambers, SSFP/PSTs and other allied works (for providing 100% FHTC) under JJM  | 117.48 | 120-days | AAAY     |
| 16. | <b>WSS Dhani Sayedan</b>      | Construction of Water Supply Scheme Dhani Sayedan by way of Construction/Testing & Commissioning of Intake Chambers, SRs, laying and fitting of pipes and other allied works (for providing 100% FHTC) under JJM                   | 139.69 | 120-days | AAAY     |
| 17. | <b>WSS Salamabad A&amp;B</b>  | Construction of Water Supply Scheme Salamabad A and B by way of Construction/Testing & Commissioning of SSFPs, SRs, PST and other allied works (for providing 100% FHTC) under JJM   | 121.62 | 120-days | AAAY     |
| 18. | <b>WSS Gohallan</b>           | Construction of Water Supply Scheme Gohallan by way of Construction/Testing & Commissioning of Intake Chambers, Protection works, laying and fitting of pipes and other allied works (for providing 100% FHTC) under JJM           | 81.85  | 120-days | AAAY     |
| 19. | <b>WSS Gohallan</b>           | Construction of Water Supply Scheme Gohallan by way of Construction/Testing & Commissioning of SSFP, SR, Chain Link fencing, PST and other allied works (for providing 100% FHTC) under JJM  | 120.69 | 120-days | AAAY     |
| 20. | <b>WSS Gowalta Uroosa</b>     | Construction of Water Supply Scheme Gowalta Uroosa by way of Construction/Testing & Commissioning of SSFP, SR, Chain Link fencing, and other allied works (for providing 100% FHTC) under JJM                                      | 92.31  | 120-days | AAAY     |
| 21. | <b>WSS Gowalta Uroosa</b>     | Construction of Water Supply Scheme Gowalta Uroosa by way of Construction PST, Chowkidar Quarter, Intake Chambers, and other allied works (for providing 100% FHTC) under JJM  | 71.75  | 120-days | AAAY     |
| 22. | <b>WSS Limber A&amp;B</b>     | Construction of Water Supply Scheme Limber A&B by way of Construction Collection Chambers, Saddle Blocks and other allied works (for providing 100% FHTC) under JJM  | 22.18  | 90-days  | BEE/CEE  |



## **ANNEXURE II**

### **Application for Pre-Qualification (On Bidder's letter head)**

#### **The Executive Engineer**

Hydraulic Division Uri

#### **Subject:**

- Laying & Fitting of Delivery and Distribution Mains consisting of GMS Tubes and Ductile Iron Pipes of different Nominal Bores alongwith pipe fittings and control valves.
- Construction of Ground Service Reservoirs (GSRs), Slow Sand Filtration Plants
- Execution of ancillary civil works like Spring Covers, Boundary walls, Protection Works etc.

at various Water Supply schemes of District Baramulla of Kashmir Province of UT of J&K, under Jal Jeevan Mission (JJM)

Reference: e-NIT No: \_\_\_\_\_, dated: \_\_\_\_\_

**Sir,**

With reference to your above referred e-NIT, I/we, having examined the bid document and understood its contents, hereby submit my/our application for prequalification/ empanelment of bidders and inviting of rates for various items required for execution of various works under Jal Jeevan Mission.

I/ We acknowledge that the Client will be relying on the information provided in the application and the documents accompanying such application for qualification/ empanelment of the applicants for the aforesaid project, and we certify that all information provided in the application and in all documents is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such application are true copies of their respective originals

This statement is made for the express purpose of qualifying as a bidder for the aforesaid Project.

I/ We shall make available to the Client any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

I/ We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/ We certify that in the last three years, we/ any of the Consortium/Joint Venture Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I/ We declare that:

1. I/ We have examined and have no reservations to the bid document, including any Addendum/Corrigendum issued by the client.
2. I/ We do not have any conflict of interest in accordance with Clauses mentioned in this bid document.
3. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as

defined in this bid document, in respect of any tender or request for proposal issued by or any agreement entered into with the client or any other public-sector enterprise or any government, Central or State;

4. and I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the bid document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the pre-qualification / bidding process at any time and that you are not bound to accept any application that you may receive, without incurring any liability to the applicants,
6. I/ We believe that we/ our Joint Venture meet(s) all the requirements as specified in the tender document and am/ are qualified to submit a pre- qualification application and subsequent Bid
7. I/ We declare that we/ any Member of the Joint Venture, or our/ its Associates are not a Member of a/ any other applying for pre-qualification.
8. I/We further certify that we/ any Member of the /Joint venture or any of our/ their Associates are not barred by the [Central Government/ State Government] or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Application
9. I/ We undertake that in case due to any change in facts or circumstances during the pre-qualification /bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this tender, we shall intimate the client of the same immediately.
10. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Client in connection with the pre-qualification, empanelment of bidder, in respect of the above-mentioned Project and the terms and implementation thereof.
11. I/ We agree and undertake to abide by all the terms and conditions of the bid document.
12. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. (This Paragraph shall be omitted if the Applicant is not a Joint venture).

In witness thereof, I/ we submit this Application under and in accordance with the terms of the bid document.

**Yours faithfully,**

In capacity of \_\_\_\_\_ duly authorized  
to sign bids for and on behalf of: \_\_\_\_\_

\_\_\_\_\_  
(In Block capital letters)

Dated:

**Seal of bidder  
Signature(s) of Bidder**

**Annexure III**  
**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To

**Executive Engineer,**  
Hydraulic Division Uri

**Name & Address of Project: -**

---

[Acting through **Executive Engineer Hydraulic Division Uri**

(WHEREAS \_\_\_\_\_ [Name and address of contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee],

\_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 45 day after the end of the date of completion of three Years maintenance i.e. 5 years and 45 days).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:

Address:

Date:

**Appendix -X**

# **Appendix B**

## **General Terms & Conditions of Contract**

ENIT No. \_\_\_\_\_ dated \_\_\_\_\_

### **1. Client/Paying Authority:**

The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle.

### **2. Earnest Money:**

The tenders shall be accompanied with an EMD equivalent to 02% of the advertised cost in the shape of CDR/FDR/BG. OR Bid Declaration Form duly notarized (Enclosed)

### **3. Opening of Tender:**

The tenders shall be opened online in the office chambers of concerned Executive Engineer Civil on due or on any other subsequent date convenient to the Tender Opening Committee in presence of tenderer/s who may wish to remain present at the time of opening of tenders.

The Client reserves the right to accept or reject any or all the tenders in part or full, without assigning any reason thereof. Besides, conditional tender/s shall also be out rightly rejected without seeking any clarifications.

### **4. Abnormally Low Rates:**

During evaluation of tenders, bid/s in which the quoted negative percentage appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered rates, shall be considered as abnormally low rate bid. In such case/s the Client shall seek written confirmation from the bidder including detailed price analyses of the quoted rates in relation to the scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirement of the bid document. If after evaluating the price analysis, the competent authority determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered rates, the competent authority will reject the bids of such firms.

### **5. Procedure for Allotment of works by District Jal Jeevan Mission (DJJM):**

On opening of price bids, the rates of the First Lowest bidder shall be analyzed and if found reasonable shall be accepted. These rates along with the name of successful firm for that particular work shall be communicated to respective DJJM for issuance of Allotment Order in favour of the bidder. However, to avoid overstretching of the resources of a firm/s, no such contractor/bidder shall be allowed to hold more than two contracts at any given time which may be in excess of the OHTs and RSPFs being advertised by the Department under JJM.

Owing to an abnormally high number of works being tendered simultaneously by various divisions of the Department, the bidder in case of his emergence as L1 is more than two works will be given a choice

to choose the two works. The other works (beyond two) will be offered to the next inline bidder for that particular work for acceptance at a reasonable rate not exceeding that of L1.

## **6. Validity of bid:**

Validity of the quoted rates shall be for 180 days from the last date of submission of bids.

## **7. Prices:**

The bidders/s are required to quote one overall **Percentage (above or below) applicable to** each of the items of BOQ. The rates shall be inclusive of all taxes, charges and levies etc.

Bills shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill. The payment shall be made for the measured quantity. Any item of work not included in the BOQ but required for the completion of the work, shall be executed by the contractor, as directed by the Department. Such extra item shall be paid at J&K SSR2020 rates with allotted appreciation/depreciation of the contractor. In case such item does not figure in J&K SSR 2020, the same shall be paid as per the current market rate analysis, to be approved by the competent authority.

No extra claim towards any type of tax, freight, etc shall be entertained whatsoever. It must be noted that during the currency of the contract and its extended period if any, no price escalation whatsoever shall be allowed in respect of any of the items of the work.

**Tender quantities:** The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site as per the design and other considerations. The successful bidder shall have no claim/ reservation on this account and the decision of the department shall be final and binding.

## **8. Third Party Monitoring:**

The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.

## **9. Completion period:**

The entire work shall be completed as per the period indicated in the ANNEXURE I of the bid document for each tendered work.

## **10. Performance Security:**

The Performance guarantee of 3% of contract value in form of CDR/FDR/ Irrevocable BG pledging to allotting authority be submitted within three days from the date of opening of financial bid. The allotment shall be issued only after production of the performance guarantee.

## **11. Terms of Payment:**

Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work viz a viz completion period within a variation of -5%.

## **12. Warranty:**

The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm /joint venture shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm/joint venture to remove the defect, the Department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.

## **13. Trial Run:**

After testing and commissioning of work, the bidder will have to make a trial run of the work for a period of 03 months during which the bidder will have to operate and maintain the executed work to the full satisfaction of the Department.

## **14. Defects Liability Period (DLP):**

The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run. The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months.

## **15. Liquidated damages (LD)**

In the event of allottee failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the allottee or in the event of any default or failure by the allottee in complying with any of the terms and conditions of the contract, the Department shall with or without prejudice to any other remedies available to it under any law for the time being enforce in the UT:

a) Terminate the contract after 15 days notice

and/or

b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department.

and/or

c) Recover the extra cost, if any, involved in allotting contract to other party.

and/or

d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract.

and/or

e) Forfeit the performance security and blacklist the firm.

## **19. Force Majeure:**

Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency.

## **21. Arbitration:**

Any Dispute or difference arising between the department and bidder shall be dealt in accordance with the Arbitration and Conciliation Act 1996 and rules thereof.

## **22. Specifications of job:**

Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.

## **23. Amendment of bidding document**

a) At any time prior to the deadline for submission of bids, the Department or its authorized representative(s) may, for any reason whether at its own initiative or in response to a clarification requested by Bidders, modify the Bidding Document by Amendments/ Corrigendum/Addendum/Clarifications etc. (if any).

b) The Amendment shall be part of the Bidding Document. All Amendments/ Corrigendum/ Addendum/ Clarifications / etc. (if any) shall be uploaded on the concerned website i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in).

c) Bidders have to take into consideration of all such Amendments/ addendum(s)/ corrigendum(s)/ clarifications, etc. uploaded on [www.jktenders.gov.in](http://www.jktenders.gov.in) before submitting the bid.

d) In order to accord bidder reasonable time to take the Amendment into account in preparing their bids, the Department or its authorized representative(s) may, at its discretion, extend the deadline for the submission of bids.

## **24. False information:**

Any tenderer found to have been participating by furnishing false information to the department, the tender shall be liable for cancelation and such bidder(s) shall be invoked as and when it comes to the notice of the department even during the execution of the contract.

## **25. Bidder Dying, Becoming Insolvent Or Imprisoned:**

In the event of the death or insanity or insolvency or imprisonment of the bidder or where the bidder being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, in the option of the Engineer-in-charge, be terminated by notice in writing posted at the site of the works.

## **26. Safety of Govt. Infrastructures:**

The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allottee.

## **27. Allottee's risk and insurance:**

All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder.

## **28. Subletting of Work:**

**The bidder shall not sublet the whole or part of the work.** The bidder shall not assign the work or any part thereof or any benefit or any interest thereon or any claim arising of the contract, without prior written consent of the allotting authority.

### **29. Work under Bidders Charge:**

From the commencement of the work to the completion thereof the same shall be under the bidders charge. The bidder shall be held responsible for and make good any loss or injuries by fire or other causes / theft and shall hold the Government harmless for any claims for injuries to persons or damage to property happening from any neglect, default, want of proper care and misconduct on the part of the bidder, or any of his employees, during the execution of work. The bidder shall be responsible for the compensation if any, to labour under the existing labour laws of the country.

### **30. Setting Out of Works:**

The bidder shall be responsible for the time and proper setting out of all the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.

### **31. Labour:**

The bidder shall make his own arrangements for the engagement of all types of the labour, required for the execution of the job. No workman below the age of 18 years shall be employed on the works. Also the bidder shall comply with the provisions of all labour laws and the rules framed there under.

### **32. Storage at Site:**

The bidder shall at his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at sites till its erection/completion. For the purpose the bidder shall, with the approval of Engineer in charge construct temporary storage accommodation for equipment/ material at site for which land shall be provided by the department near the site of work.

### **33. Watch & Ward of Works:**

The bidder shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public etc.

### **34. Final Acceptance:**

The equipment/work shall be accepted by the Department only after the system has been tested and has performed satisfactorily in all respects, at site, in accordance with the provisions of the contract.

### **35. Cleaning Up:**

On completion of the works the bidder shall clear away, load into trucks or any other transport and remove from the site all constructional plant, surplus materials, dismantled or otherwise, earth and rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition, to the satisfaction of the Department.

### **36. Power and Water Supply:**

The bidder/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, testing and commissioning of the equipment ordered on him. The bidder shall pay for all electrical energy consumed by him for this



purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the bidder/firm directly to the Power Corporation and the bidder's final bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division.

The Division shall not be responsible, and the bidder shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The bidder/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc.

### **37. Agreement:**

As soon as letter of award is communicated to the firm, the contract shall be complete and binding upon them, the bidder/firm shall also be required to execute an agreement with the competent authority within **seven days** from the date of issue of letter of award. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the letter of award in favour of successful firm.

**38.** All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.

**39.** Any rules/terms and conditions, if not stipulated in the bidding document, shall be strictly dealt in accordance with the relevant rules/guidelines stipulated in the General Finance Rules (GFR 2017) and Manual for procurement of Works 2019 Government of India.

**Executive Engineer  
Jal Shakti Department  
Hydraulic Division Uri**

## BID SECURITY DECLARATION FORM

Date: [ \_\_\_\_\_ ]  
e-NIT No: [ \_\_\_\_\_ ]  
BidNo.: [ ..... ]

**To:**  
**The Executive Engineer,**  
**Jal Shakti Department**  
**(Hydraulic Division Uri)**

**Dear Sir,**

I/We solemnly declare that, I/We may be disqualified from bidding for any contract with you for a period of Five (05) years from the date of issuance of e-Tender No: \_\_\_\_\_ issued under Endstt. No: \_\_\_\_\_ Dated:- \_\_\_\_\_, if I am/We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Jal Shakti Department during the period of bid validity,
- (i) fail or refuse to execute the Contract, if required, or
- (ii) fail or refuse to furnish the Performance Security, Additional Security Deposit and Bid Security (Earnest Money Deposit) upto 3% if sought by the department in case of Abnormally Low Bid (ALB) for the work \_\_\_\_\_

\_\_\_\_\_ for an advertised cost of Rs: \_\_\_\_\_ advertised by the Executive Engineer Hydraulic Division Uri vide aforesaid eNIT. .

I/We understand this Bid-Securing Declaration shall cease to be valid if I am/We are not the successful Bidder upon the matter of

- i) The receipt of your letter of the name of Successful bidder,
- ii) 30 days after the expiration of the validity of my/our bid

*Therefore, in the context of above I/We hereby solemnly declare that the declaration made by me/ us is to the best of my/our knowledge and belief.*

*Signature of Witness*

*Name:*

*S/O:*

*R/O:*

*Contact No:*

*Seal & Signature of Contractor / Firm*

*Name of Contractor:*

*S/o:*

*R/o:*

*Regd. Card No:*

*GST No:*

*Bank Account No:*

*Whats App No:*