

**GOVERNMENT OF JAMMU & KASHMIR  
JALSHAKTI DEPARTMENT  
(I&FC KASHMIR)**



**STANDARD BIDDING DOCUMENT**

**(National Competitive Bidding)**

**For**

**Name of Work:- Anti Erosion and Urgent Flood Protection work of  
Apzari Nallah**

**Under**

**NABARD LOAN Assistance (Flood Sector I&FC Kashmir MH 4711)**

<b>District:</b>	<b>Budgam UT of Jammu &amp; Kashmir (193401)</b>
<b>Bid Inviting Officer:</b>	<b>Executive Engineer Flood Spill Channel Division Narbal</b>
<b>Bid Receiving Officer:</b>	<b>Chief Engineer, I&amp;FC Kashmir, Rajbagh Srinagar</b>
<b>Executing Agency:</b>	<b>Executive Engineer Flood Spill Channel Division Narbal</b>

**Email: [kmr irrigation@rediffmail.com](mailto:kmr irrigation@rediffmail.com)**

**GOVERNMENT OF JAMMU & KASHMIR**  
**OFFICE OF THE EXECUTIVE ENGINEER**  
**Flood Spill Channel Division Narbal (193401)**  
**Invitation for Bids (Notice Inviting Tenders)**

**e-NIT No. 25 of 2025-26**

**Dated:- 07-03-2026**

For and on behalf of the Lt. Governor, UT of J&K, e-tenders (in two cover system) are invited on **Percentage Rate** basis from approved and eligible bidders as defined in the SBD for the following works: -

S.No.	Title	Details
01.	Name of the Work	<b>Anti Erosion and Urgent Flood Protection work of Apzari Nallah</b>
02.	Source of Funds /Scheme Code	<b>NABARD LOAN Assistance (Flood Sector I&amp;FC Kashmir MH: 4711)</b>
03.	Estimated Cost	<b>₹.1024.35 Lacs</b>
04.	Position of Administrative Approval	<b>Accorded vide Govt. order No. 281-JK (JSD) of 2025 Dated: 08/12/2025 issued under endstt. No. KIFCD-DB0MF/88/2025-26 - CE I&amp;FC KASHMIR (e-7702935). Dated :08/12/2025.</b>
05.	Position of Technical Sanction	<b>Accorded vide Chief Engineer Kmr. Irrigation &amp; F C Department Srinagar's order No.95-DB of 2025-26 dt.30/01/2026 issued vide endorsement No. CE/DB/TS/17126-27 Dated: 30/01/2026.</b>
06.	Position of Funds	<b>Budgetary Provision 2026-27</b>
07.	Period of Completion	<b>(18) Eighteen Months</b>
08.	Cost of Tender Document	<b>₹10,000/-in the form of Treasury Challan/ Treasury Receipt for bidders of UT J&amp;K and for U.T. outside bidders may formulate DD/Banker's cheque from any Scheduled bank in favour of Executive Engineer Flood Spill Channel Division Narbal. (Copy shall be uploaded online)</b>
09.	Website/portal address	<b><a href="https://jktenders.gov.in">https:// jktenders.gov.in</a></b>
10.	Earnest Money Deposit (in Lakhs)	<b>₹20,48,700 Lacs</b> <b>The validity of the EMD should be 45 days beyond Bid Validity(120 + 45) days.</b>
11.	Selection Criteria /Eligibility Criteria	<b>As defined in SBD of this work</b>
12.	Period of Tender Validity	<b>The Tender shall remain valid for 120 days after the bid submission end date.</b>
13.	<b>Critical Dates</b>	
a)	Publishing date and time of tender amendments documents	<b>07-03-2026 at 03:00 PM</b>

b)	Starting date & time for down loading of tender documents	<b>07 -03-2026 at 4:00 PM</b>
c)	Pre-bid meeting, Site Visit and Clarification to Tender documents	<b>16-03-2026 at 12:00 PM in the office of the Chief Engineer Kashmir, I &amp; F.C. Department, Rajbagh Srinagar</b>
d)	Starting date and time of bid submission (CoverNo.1to2)	<b>07 -03-2026 at 03:00 PM</b>
e)	Closing date and time of bid submission (CoverNo.1to2)	<b>02-04-2026 at 04:00Pm</b>
f)	Date and time of bid opening (CoverNo.1)	<b>03-04-2026 at 11:00AM</b>
g)	Date and time of bid opening(CoverNo.2)	<b>Will be intimated online after completion of evaluation of Technical Cover(Cover-I)</b>

1. A pre-bid meeting will be held to clarify issues and to answer questions on any matter that may be raised at that stage by the bidders.
2. Prospective Bidders within UT of J&K shall submit the tender Document Fee (Non-Refundable/ Non- Transferrable) in the shape of e-Challan/Treasury Challan/ Treasury Receipt pledged in favour of Executive Engineer Flood Spill Channel Division Narbal to be deposited under MH-0701-Rev. Misc. While as the bidders outside UT shall submit the same in the form of Demand Draft pledged to Executive Engineer Flood Spill Channel Division Narbal.
3. Earnest money /Bid Security in shape of CDR/FDR/BG pledged to the **Chief Engineer, I&FC Kashmir** Payable at **Srinagar**. The Bank Guarantee should be valid for 120+45 days (i.e Not less than 165 Days) beyond bid validity.
4. Furnishing of hard copies of bids immediately after submission of e-tenders is dispensed with. The same should be obtained only from the bidder who is declared as L1 after opening of financial bids as per Finance Department O.M. No. A/24(2017)-651 Dt: 07-06-2018.
5. The Contractor shall have to arrange all the key construction material for successful completion of the work. No Departmental store shall be issued.
6. Further details can be seen in bidding document available on website [www.jktenders.gov.in](http://www.jktenders.gov.in)
7. Conditional bids and the bids not meeting the qualifying criteria shall be summarily rejected.
8. The authority reserves the right to cancel any or all bids without assigning any reason.
9. Subsequent Corrigendum/Addendum if any shall be published on above website.

**No: FSCDN/CS/7668-90**  
**Dated: 7/03/2026**

**Sd/-**  
**Executive Engineer,**  
**Flood Spill Channel Division,**  
**Narbal.**

**Copy to the: -**

1. Financial Commissioner (ACS) Jal Shakti Department for information please.
2. Divisional Commissioner Kashmir for information.
3. Engineer in Chief, (Secretary Technical) PW (R&B) Department Civil Secretariat Srinagar/Jammu for information.
4. Chief Engineer Irrigation and Flood Control Department, Kashmir for information.
5. Chief Engineer, Design, Inspection & Quality Control J&K for information.
6. Chief Engineer, R&B North Kashmir for information.
7. Chief Engineer, PHE Kashmir for information.
8. District Development Commissioner Budgam for information.
9. Director Information Department, Jammu/Srinagar for information. He is requested to get the e-NIT published in two leading National & local dailies before its due date for two days.
10. Superintending Engineer, Hydraulic Circle, Budgam /Srinagar for information.
11. Private Secretary to Hon'ble Minister for Jal Shakti Department, J&K for information of Hon'ble Minister.
12. Private Secretary to Chief Secretary, UT of J&K for information of Chief Secretary
13. Private Secretary to Secretary, Planning & Dev. Department, UT of J&K for information of Secretary
14. Assistant Executive Engineer, Flood Spill Channel Sub-Division Chadoora
- 15-17. AAO/ HD/ HA, Divisional Office for information.
18. Notice Board.

**SECTION-1**  
**INSTRUCTION TO BIDDERS (ITB)**

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## **A. GENERAL**

### **1. Scope of Bid**

- 1.1 The employer as indicated in bid data Sheet (BDS) invites bids for construction of works (as defined in this document referred to as “the works” detailed in table given in NIT. The successful bidder will be expected to complete the works by the intended date specified in the NIT / Contract Data (Section 4 of this document).
- 1.2 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bidding/tendering, etc.) are synonymous.
- 1.3 The submission of a bid by a bidder shall be deemed to imply and taken as indicating that he has read, understood, and abided by the conditions stated therein and the GCC, Special Conditions of Contract, Specifications of work and other conditions as annexed to this Standard Bidding Document (SBD).

### **2. Source of Funds**

The expenditure on this work will be met from the funds under the project “**MH-4711-NABARD RIDFXXXI**”.

### **3. Fraud and Corruption**

- 3.1 It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:
  - a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - b. “Fraudulent practice” means a misrepresentation of facts in order to influence a Procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
  - c. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- d. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>12</sup>.
- 3.2 The Employer will reject a proposal for evaluation, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 3.3 Furthermore, Bidders may be aware of the provision stated in Clause 61 of the Conditions of Contract.

#### **4. Eligible Bidders**

- (a) All eligible bidders meeting the eligibility criteria as defined in section 3 of SBD can participate in the tender. The applicant should be a private or government-owned legal entity or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
  - (b) all partners shall be jointly and severally liable, and
  - (c) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
  - (d) **The maximum No. of partners allowed in JV for this work shall be two.**

4.1 A Bidder, and all parties constituting the Bidder, shall have the nationality of India.

4.2 Government of Jammu and Kashmir considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice. Government of J&K will take appropriate actions, which include not financing the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) They have controlling share holders in common; or
- (b) They receive or have received any direct or indirect subsidy from any of them; or
- (c) They have the same legal representative for purposes of this bid; or
- (d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decision of the Employer regarding this bidding process; or
- (e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in

more than one Bid will result in the disqualification of all Bids in which the-party is involved. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or

- (f) A Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
  - (g) A Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract
- 4.3 A bidder shall not be eligible to participate in any procurement activities under a Government-financed project while under sanction imposed by Government of J&K. Bid from a sanctioned bidder will be rejected.
- 4.4 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **5. Eligible Material, Equipment and Services**

- 5.1 All participating Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He / She have to submit the relevant information as asked for about the firm/contractor.
- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## **B. BIDDING DOCUMENTS**

### **6. Content of Bidding Documents;**

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART I Bidding Procedures**

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)

## **PART II Requirements**

Section 5 – Scope of Work & Technical Specifications

## **PART III Conditions of Contract and Contract Forms**

Section 6 - General Conditions (GCC)

Section 7 - Particular Conditions (PCC)

Section 8 - Contract Forms (COF)

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in their rejection of the bid

## **7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than five (05) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 21.2.
- 7.2 **The Bidder is advised to visit and examine the Sites of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.**
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer three days before the meeting or at the most on the day of pre-bid meeting and not later than that.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly through the tender portal [www.jktenders.gov.in](http://www.jktenders.gov.in) to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

## **8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all the bidders through the tender portal [www.jktenders.gov.in](http://www.jktenders.gov.in) who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 21.2.

## **C. PREPARATION OF BIDS**

### **9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **10. Language of Bid**

- 10.1 All documents relating to the bid shall be in the English language

### **11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously online on the e-procurement portal [www.jktenders.gov.in](http://www.jktenders.gov.in) in accordance with ITB 21.1, one called the **Technical Bid**

containing the documents listed in ITB 11.2 and the other the **Price Bid** containing the documents listed in ITB 11.3.

11.2 The uploaded Technical Bid shall comprise the following:

- (a) Scanned Copy of Cost of Tender Document fee as per e-NIT/SBD.
- (b) Scanned Copy of Earnest Money for requisite amount in the form of CDR/FDR/Bank Guarantee as defined in e-NIT/SBD.
- (c) GST Registration Certificate of the bidder or both the bidders in case of JV/latest GST Returns (GSTR-3B) Monthly/quarterly & relevant PAN to be uploaded.
- (d) Valid registration card with J&K UT Govt. CPWD, Railways and other State/Central Government Departments.
- (e) Letter of Technical Bid;
- (f) Bid Security, in accordance with ITB 18;
- (g) Bid Validity
- (h) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.2;
- (i) documentary evidence in accordance with ITB 16 establishing the Bidder's qualifications to perform the contract;
- (j) Any other document required in the Bids (previous documents shall be considered).

11.3 The Price Bid shall comprise the following:

- (a) Uploaded BOQ with rates filled in by the bidder for all items in the percentage quoted above or below for the advertised contract price.

11.4 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered by persons having power of attorney. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by persons having power of attorney and submitted with the bid, together with a copy of the proposed agreement.

### **Letters of Bids and Schedules**

11.3 The Letters of Technical Bid and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## **12. Bid Prices and discounts**

12.1 Bidder shall submit bid on percentage rate basis for all the items of work in BOQ and uploaded the same.

12.2 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.

12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price shall be determined by the BOQ uploaded by the Bidder for the work.

### **13. Currencies of Bid and payment**

13.1 The currency of the bid and payment shall be Indian Rupees.

### **14. Documents Comprising the Technical Proposal**

14.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

### **15. Documents Establishing the Qualifications of the Bidder**

15.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

### **16. Period of Validity of Bids**

16.1 Bids shall remain valid for the period (120 days) specified in the BIDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 18, it shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

### **17. Bid Security/ Earnest Money**

17.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security as specified in the BDS, in original form. The amount and currency of the Bid Security shall be as specified in the BDS.

17.2 The bid security shall be, at the Bidder's option, in any of the following forms:

(a) An unconditional bank guarantee;

(b) Term Deposit Receipt (TDR);

(c) Fixed Deposit Receipt;

all from a reputable bank from India. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for forty five days (45) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 17.2.

17.3 Any bid not accompanied by a substantially compliant bid security in accordance with ITB 18.2, shall be rejected by the Employer as non-responsive.

17.4 If a bid security is specified pursuant to ITB 18.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.

17.5 If a bid security is specified pursuant to ITB 18.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

17.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Bid, except as provided in ITB 17.2 or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 38;

(ii) furnish a performance security in accordance with ITB 39; or

(iii) accept corrections of arithmetic errors pursuant to ITB 32; or

(iv) furnish a domestic preference security, if applicable, in accordance with ITB 38.

**18.** The Bid Security of a JV shall be in the name of the JV that submits the Bid.

## **19. Format & Signing of Bid**

19.1 Bidders shall submit their bids electronically. Procedures for submission, sealing and marking are outlined in the ITB 20

19.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position

held by each person signing the authorization must be typed or printed below the signature.

19.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners

19.4 Submission of Original Documents: Furnishing of hard copies of bids immediately after submission of e-tenders is dispensed with. The same should be obtained only from the bidder who is declared as **L1 after** opening of financial bids as per **Finance Department O.M. No. A/24(2017)-651 Dt: 07-06-2018.**

19.5 **Online Submission (uploading) of the following document**

**The following documents shall be uploaded online as part of Technical Bid. Use of relevant Bidding Forms provided in Section 4 of SBD shall be made by the bidder to upload the qualification information sought below as applicable.**

1. Treasury Challan /Demand draft due to cost of Bid as per NIT/SBD.
2. Bid Security in the form of CDR/FDR/Bank Guarantee as specified in ITB 18. 2.
3. Affidavit regarding corrections of information
4. Affidavit regarding claim against decision of tender committee.
5. Affidavit regarding Bid Validity.
6. Affidavit regarding Arbitration and or Litigation history
7. Financial turnovers of last 3 years certified by a CA with UDIN.
8. Experience in work of Similar nature works executed from last seven years along with copy of allotments/agreement and completion certificates.
9. Profit and Loss statement and Audit report for the last Three years certified by the CA
10. Undertaking that bidder would be able to invest a minimum of cost upto 30% of the contract value of work during implementation of work.
11. Evidence of access to or availability of credit facilities (minimum 20% of the advertised Cost) certified by the bankers (not more than 3 months old).
12. Evidence of ownership/lease/hiring of the major construction equipment.
13. Details of the proposed technical persons.
14. Litigation and / or Arbitration during the last five years.
15. Affidavit regarding abandoned works and undertakings
16. Pan Card (Scanned Copy)
17. Registration Certificate G.S.T(Scanned Copy)
18. **Valid registration card with J&K UT Govt. CPWD, Railways and other State/Central Government Departments (Scanned Copies).**
19. Latest GST Returns (GSTR-3B) Monthly/Quarterly as applicable (Attested Copy)
20. Statement of ethical conduct, Fraud and corruption.

21. Joint Venture Memorandum – Power of Attorney for MOU /Separate affidavits duly attested by First Class Judicial Magistrate.
22. POA for signing of bid in case of firm/POA for signing bid in case of JV.
23. Any other specific document can be added as per work requirement.
24. **Bank account number of the bidder linked with uploaded GSTIN number.**

**In case of any deficiency, it will be treated as misrepresentation by such bidder and the bid will be declared non-responsive.**

## **D. SUBMISSION AND OPENING OF BIDS**

### **20. Submission of Bids**

20.1 The electronic bid submission procedures are specified in the BDS.

### **21. Deadline of Bid Submission**

- 21.1 Bids must be received by the Employer through the e-procurement portal **www.jktenders.gov.in** of J&K Government no later than the date and time in accordance with ITB 20.
- 21.2 The employer may, at its direction, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **22. Late Bids**

22.1 The e-Procurement portal system does not permit submission of any bid after the deadline for submission of bids.

### **23. Withdrawal, Modification & Substitution of Bids**

- 23.1 A Bidder may withdraw, substitute, or modify its Bid Technical or Price prior to deadline for submission of bids.
- 23.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid/Letter of Price Bid or any extension thereof.

### **24. Bid Opening**

- 24.1 The Employer shall open the Technical Bids after analysing the original documents as per ITB clause 19.4 at the place and time specified in the BDS in the presence of Bidders' representative who chose to attend. Specific electronic bid opening procedures shall be as specified in the BDS.
- 24.2 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder; and the presence or absence of a bid security. The Bidders

representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders and it must be with the bidder at the time of bid opening.

- 24.3 The result of Technical Evaluation of the bids shall be made public on e-procurement system following which there will be a period of minimum three working days during which any bidder may submit online complaint which shall be considered for mandatory reply online and upload the same before opening of financial bid.
- 24.4 The Employer will notify Bidders in writing through official website who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document.
- 24.5 The Employer shall conduct the online opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who chose to attend at the address, date and time specified by the Employer. The bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

## **E. EVALUATION AND COMPARISON OF BIDS**

### **25. Confidentiality**

- 25.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 25.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 25.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

### **26. Clarification**

- 26.1 To assist in the examination, evaluation of the Technical Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid or submission in original, of any document submitted in the electronic bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids,

in accordance with ITB 32.

26.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

## **27. Deviations, Reservations & Omissions**

27.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

## **28. Preliminary Examination of Technical Bids**

28.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.

28.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Letter of Technical Bid;
- (b) Written confirmation of authorization to commit the Bidder;
- (c) Bid Security, if applicable; and
- (d) Technical Proposal in accordance with ITB 15.

## **29. Responsiveness of Technical Bid**

29.1 Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11

29.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

- (a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- (b) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (c) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with

ITB 15, Technical Proposal, in particular, to confirm that all requirements of Section 5 (Works Requirements) have been met without any material deviation or reservation.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **30. Non-conformities, Errors & Omissions**

30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission.

30.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

### **31. Qualification of a Bidder**

31.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.1.

31.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which case the Price Bid to the Bidder shall not be opened online.

### **32. Correction & Arithmetical Errors**

32.1 The Price bids have to be submitted online for the purpose of declaration of lowest bidder as such there shall be no arithmetical corrections in the e-procurement process.

### **33. Unbalanced and Abnormally Low Bids**

33.1 Unbalanced Bid: In case the bid is found to be unbalanced, the successful bidder (L1) shall have to deposit an Additional Performance Security in the shape of CDR/FDR/BG from any scheduled bank, in accordance with the Govt. of J&K-Finance Department Circular No: FD Code/ 441/2021-02-158, Dated: 08/08/2025, as under:

i) Where the bid price Is below 10% but not below 20% of the project cost put to bid, the

additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11 % with the additional bid performance guarantee being 0.1% and thus additional performance guarantee percentage shall be applied on the bid price.

- ii) Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
- iii) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

33.2 The Additional Performance Security shall be treated as a part of Performance Security.

#### **34. Negotiation of Bids**

34.1 For examination, evaluation, and comparison of bids, the Employer may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

#### **35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

### **F. AWARD OF CONTRACT**

#### **36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

#### **37. Notification of Award**

37.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.

37.2 Until a formal contract is prepared and executed, the notification of award shall

constitute a binding Contract.

- 37.3 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in an English language newspaper or well-known and freely accessible website the results identifying the bid and contract numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

### **38. Signing of Contract**

- 38.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 38.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

### **39. Performance Security**

- 39.1 Within Fifteen Days (10) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 33.5, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.
- 39.2 **Performance security shall be furnished for an amount of Three Percent (03%) of the value of the contract.**
- 39.3 The Additional Performance Security in case of unbalanced bids shall be furnished combinedly with Performance Security.
- 39.4 Failure of the successful Bidder to submit the above- mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

### **40. Advance Payment & Security**

- 40.1 **No Advance payments shall be made under this contract to the successful bidder.**
41. If any, ambiguity or omission is found, the provisions of the GFR 2017 and Manual for Procurement of Works 2025 (as modified) shall apply.

**SECTION-2**  
**BID DATA SHEET (BDS)**

## A. Introduction

<b>ITB1.1</b>	The Employer is: <b>Jal Shakti Department, Government of J&amp;K Through Chief Engineer, Irrigation &amp; Flood Control Kashmir, Silk Factory, Rajbagh Srinagar</b>
<b>ITB2.1</b>	The name of the Project is: <b>Anti Erosion and Urgent Flood Protection work of Apzari Nallah</b>

## B. Bidding Documents

<b>ITB7.1</b>	For <b>clarification purposes</b> only, the Employer's address is: <b>(Silk Factory, Rajbagh Srinagar)</b> City: Srinagar PIN Code: 190008 Country: India Telephone: 0194-2311834 Electronic mail address: <a href="mailto:ce@ifckashmir.com">ce@ifckashmir.com</a> , <a href="mailto:ce-ifckashmir@jk.gov.in">ce-ifckashmir@jk.gov.in</a> , Requests for clarification should be received by the Employer no later than: <b>4 days prior to the dead line for submission of bids.</b>
<b>ITB7.4</b>	A Pre-Bid meeting <b>shall</b> take place at the following date, time and place. Date: -02 -2026 Time: 12.00 Noon Place: Office of Chief Engineer, I&FC Kashmir Silk Factory Rajbagh Srinagar

## C. Bidding Documents

<b>ITB10.1</b>	The language of the bid is: <b>English</b>
<b>ITB11.2(f)</b>	<i>All Details as per Bidding Forms in Section 3 of SBD</i>
<b>ITB11.3(c)</b>	<i>"Not Applicable"</i>
<b>ITB13.5</b>	The prices quoted by the Bidders shall not be subject to adjustment during the performance of the Contract in accordance with the provisions of the conditions of contract.
<b>ITB14.1</b>	The Currency of the bid and payment shall be <b>Indian Rupees.</b>
<b>ITB17.1</b>	The bid validity period shall be <b>120 days</b> after the bid submission deadline date prescribed by the employer.
<b>ITB18.1</b>	<b>₹1024.35Lacs</b>
<b>ITB19.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of <b>Legally Enforceable Power of Attorney.</b> Also, Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

## D. Bid Submission and Opening Date

**ITB20.1**

If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be:

### **1. Obtaining a Digital Signature Certificate:**

- 1.1** The Bids submitted online should be signed electronically with a Digital Signature Certificate to establish the identity of the Bidder bidding online. These Digital Signature Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.
  - 1.2** A Digital Signature Certificate is issued upon receipt of mandatory identity proofs. Bid for a particular Tender may be submitted only using the digital signature certificate in case, during the process of a particular Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the Bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.
  - 1.3** In online tendering, the digital certificate issued to the authorized user of a firm or association (User) and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm or association has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to Bid on behalf of the firm or association as per Indian Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm or association. It shall be the responsibility of management/partners of the registered firm or association to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.
  - 1.4** The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 2.** Downloading and submission of bids is free of charge.
- 3.** Tender Download: Eligible Bidders can download the Tender Document online.
- 4.** Submission of Bids online: Bidders have to submit and sign their encrypted Bids (by their user Public-Key) online on the e-procurement Portal <https://www.jktenders.gov.in> using their digital signature certificate within the date and time as stated in the Tender schedule (Key Dates). The electronic Bids of only the Bidders who have submitted their Bid within the stipulated time, as per the Tender time schedule (**Critical Dates**), **will be accepted by the system. The critical dates are defined in NIT itself.**
- 5.** Substitution or Withdrawal of Bids: A Bidder may substitute or withdraw its Bid prior to the deadline for bid submission

ITB24.1	The bid opening shall take place at: <i>(Office of the Chief Engineer, I&amp;FC Kashmir, Silk Factory Rajbagh Srinagar)</i> City: Srinagar, UT of J&K Country: India
ITB24.1	The bid opening shall take place online on the Portal <a href="https://www.jktenders.gov.in">https://www.jktenders.gov.in</a> on or after the date indicated in ITB20.1. A copy of the opening details and tender status shall be available on the e-Portal.
ITB24.1	<p>For Electronic bid submission in accordance with ITB20.1, the specific bid opening procedures shall be:</p> <ol style="list-style-type: none"> <li data-bbox="379 566 1509 857">1. <b>Opening of Technical Bid:</b> <u>The Employer shall first open the original documents and online technical bids</u> in the presence of Bidders or their designated representatives and anyone who choose to attend, and check for the presence and validity of Bid Security and documents submitted in the Technical Bids, as required by the Employer. In case, the requirements are not met, the Technical Bid Evaluation will not be conducted, and the Financial Bid of the concerned Bidder shall not be opened.</li> <li data-bbox="379 875 1509 1126">2. <b>Opening of Financial Bid:</b> After the completion of the technical evaluation, the Employer shall open online the Financial Bids submitted by the technically qualified Bidders in the presence of designated representatives of the technically qualified bidders and anyone who chooses to attend. Date, time and address of the public opening of Financial Bids will be intimated separately.</li> </ol>
ITB 33.5	Provision for Additional Performance Security to be kept in Bid Documents in case of Abnormally Low Bids as per the Circular of the Finance Department issued vide No. FD-Code/441/2021-02-158 Dated: 06-08-2025.

Section- 3  
Eligibility  
&  
Qualification Criteria for Bidders

## QUALIFICATION CRITERIA

Factor	Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Bidder	Joint Venture			
			All Partners Combined	Each Partner	At Least one Partner (Lead partner)	
<b>Nationality</b>	Nationality in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form ELI –1 and ELI –2 with attachments
<b>Conflict of Interest</b>	No-conflicts of interest in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Technical Bid
<b>GO J&amp;K Ineligibility</b>	Not having declared Ineligible by Govt. of J&K with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Technical Bid
<b>Government owned Entity</b>	Compliance with Conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form ELI –1 and ELI –2 with attachments

Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Bidder	Joint Venture			
			All Partners Combined	Each Partner	At Least one Partner (Lead Partner)	
<b>Pending Arbitration/ Litigation History</b>	All pending Arbitration/ litigation shall in total not represent more than fifteen percent (15%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement	N / A	Must meet requirement	Must meet requirement	Form CON -1
<b>Arbitration/ Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder since 1st January 2019	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form – 1

**Note: The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.**

Factor	Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Bidder	Joint Venture			
			All Partners Combined	Each Partner	At Least One Partner <b>(Lead Partner)</b>	
<b>Average Annual Turnover</b>	Average Annual financial turnover from Civil Engineering Works during the last 3 years, ending 31st March of the previous financial year, <b>should be at least 30% of the Advertised Cost.</b>	Must meet requirement	Must meet requirement	Must meet Twenty five percent (25%) of the requirement	Must meet fifty percent (50%) of the requirement	Form FIN – 2
<b>Financial Resource Criteria</b>	The Bidder must demonstrate access to the lines of credit and availability of other financial resource facilities <b>(20% of the advertised value of work)</b> ,certified by the bankers (not more than 3 months old) <i>Note: Solvency certificate shall not be treated as line of credit</i>	Must meet requirement	Must meet requirement	Must meet at least twenty five percent (25%) of the requirement	Must meet at least fifty percent (50%) of the requirement	Form FIN-3 supported with Bank certificate to demonstrate access to the lines of credit
Factor	Work Experience					

Sub-Factor	Criteria					Documentation Required
	Requirement	Single Bidder	Joint Venture			
			All Partners Combined	Each Partner	At Least one Partner <b>(Lead Partner)</b>	
<b>Similar Work experience</b>	<p>The experience of having successfully completed or substantially completed similar works (in the same name and style with which the bidder is applying for this bid) either as Prime contractor or as a Partner in a JV or as Subcontractor during the last seven years to the one in which tenders are invited, which should be either of the following with relevant certificate for completion or substantial completion as applicable issued by an officer not below the rank of Executive Engineer or equivalent</p> <p>(i) Three similar completed works each costing not less than <b>4.0974Crore*</b>(i.e, 40% of</p>	Must meet requirement	Must meet requirement	Must meet the requirement for one contract of 25% value	Must meet the requirement for one contract of 50% value	Form Exp – 1

	<p>the advertised Cost) <b>OR</b>  (ii) Two similar completed works each costing not less than <b>5.122 Crore*</b> (i.e, 50% of the advertised Cost) <b>OR</b>  (iii) One similar completed work costing not less than <b>8.188 Crore*</b>(i.e, 80% of the advertised Cost)</p>					
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**Note (i) Similar work will mean:**

- a) Major Flood protection/Bank Protection /River Training works on Rivers/Nallahs.
- b) Head works and Lining on Irrigation Canals.
- c) Regulatory Gates/Barrages/Weirs on Rivers and nallahs.
- d) Water Supply Schemes including Impounding Reservoirs, Filtration Plants, Service Reservoirs, Overhead tanks.
- e) Sewage Treatment Plants including its network.
- f) Effluent Treatment plants & its network.
- g) Dewatering Stations and allied network.
- h) Single or multiple span motorable bridges with substructure and foundation work (Open, Pile or well Foundation) and having individual span not less than 25 mts crossing Nallah/River or any other water body.
- i) Civil works for Mega/Micro/Mini Hydel projects.
- j) Irrigation or Flood Control or Multipurpose Dams.
- k) River Front Development works.

The bidder should upload the successful completion certificate towards the same issued by an officer not below the rank of Executive Engineer or equivalent. The allotment for the work should invariably be uploaded as well.

In case the relevant details are not attached/uploaded the bid can be rendered non-responsive.

**ii).** Substantial completion shall mean work completed at least 80% (Value wise) or more. Certificate for substantial completion of the similar work should contain two parts. Part-I shall contain financial value of work done and part-II shall contain certificate of functional completion.

**iii).** **The experience of the Sub Contractors shall be considered only, if the Sub Contract has been issued by the Allotment Issuing Authority and the experience certificate issued by an officer not below the rank of Executive Engineer or equivalent**

**iv)**For contracts under which the Bidder participated as a joint venture member, only the Bidder's share, by value, shall be considered to meet this requirement. The completion certificate for works executed under JV shall clearly depict the JV partnership percentages and the proportion of the work value of each bidder for getting evaluated. The allotment of work and JV agreement of the parties claimed as Similar experience shall be uploaded as well.

**v)** In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

**vi)**For arriving Cost of similar works, the value of work executed shall be brought to current costing level by enhancing the actual value of work at Seven percent rate per annum, calculated from the date of completion to the date of Bid opening.

**Bid Capacity**

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than advertised value of the work. The available bid capacity will be calculated as under:

**Assessed Available bid capacity = (A\*M\*N-B)**

Were,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the current financial year at the rate of 7% per year), taking into account the completed as well as works in progress).

N = 3.0 (Number of years prescribed for completion of the works for which bids are invited) (period up to 6 months to be taken as half-year (0.5) and more than 6 months as one year (1.0)).

B = Value, at the current price level, of existing commitments and on-going works to be completed concurrently with the works specified upto the period of "N" above as per FIN 4 in section 4.

**Partners of JV should Jointly Possess the bid capacity**

# **EQUIPMENT CAPABILITY AND KEY PERSONNEL**

## Equipment Capability:

The bidder should own or have assured access (through hire, lease, purchase agreement) to the critical equipment for this project as per as under in full working order and satisfy that, based on known commitments will be available for timely use for this contract.

S.No.	Item of Equipment	Min. Requirement for Prequalification	Availability Proposals			Remarks
			No's	Owned/Leased/ Hired	Age/ Condition	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
01.	Gen sets	02				
02.	Welding Machines	02				
03.	Pock-lain	02				
04.	Concrete Mixers preferably semi-automatic/automatic (Min output 5 Cum/hr.)	02				
05.	Dumpers / Tippers	05				
06.	Tractor	03				
07.	Concrete Vibrators	05				
09.	Dewatering Pumps	04 Sets				
11.	Rock Breaker	01				
12.	Shuttering	1000 Sgm				
13.	Auto level with allied accessories	02				
14.	Total Station with allied accessories	01				

*Note: i) The Bidder's provision of the minimum equipment requirements given in the list above shall not relieve the Bidder, in the event of contract award, of his obligation to provide sufficient equipment to complete the Works in accordance with the Contract within stipulated time period.*

*ii) The partners of JV shall jointly possess the required machinery, T&P as stated above.*

**Contractor's representative & Key personnel:**

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract. The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant details in Bidding Forms.

<b>S.No.</b>	<b>Key Personnel Designation</b>	<b>No. Required</b>	<b>Min. Qualification</b>	<b>Relevant Years of Experience</b>
01.	Project Manager/Contract Manager	01	Contract Manager shall have a bachelor's degree in civil engineering and an experience of minimum 08 years in Civil engineering works. The age of the personnel as on the date of bid submission shall not be more than 60 years	<b>05</b>
02.	Site Engineer	02	Site Engineer shall have a Bachelor's degree/Diploma in civil engineering and an experience of minimum 4 years	<b>03</b>
03.	Surveyor	01	Diploma Holder	<b>03</b>
04.	Works Supervisor	02	10 <sup>th</sup> pass & preferably ITI qualified with min. 4 Years of experience	<b>04</b>

*Note: The partners of JV shall jointly possess the required staff stated above.*

## SECTION-4

### BIDDING FORMS

Note: Bidders are advised to complete the bidding forms provided herein and upload the same along with necessary attachments for getting evaluated. Information needs to be provided strictly as per Bidding Forms.

**Imp Note: The bid will be declared non-responsive unless the details are provided in Bidding Forms provided herein.**

## Bidding Forms

The following Bidding Forms shall be filled by the bidder and uploaded in his Technical Bid for getting evaluated. **The information sought shall be strictly provided in the formats provided.**

S.No.	Description
01.	Letter of Technical Bid
02.	Bid Security
03.	Contractor's Work Methodology
04.	Contractor's Equipment
05.	Contractor's Key Personnel
06.	PER 1: Proposed personnel
07.	PER 2: Proposed personnel
08.	FORM EL-1: Bidder's Information Form
09.	Details of Participation in the Joint Venture
10.	Additional Details required from Bidder and partners of JV
11.	Form FIN-1: Financial Situation and Performance
12.	Form FIN - 2: Average Annual Construction Turnover
13.	Form FIN-3: Financial Resources
14.	Form FIN-4: Current Contract Commitments / Works in Progress
15.	Form Exp-1: Similar Work Experience
16.	Proforma for Joint Bidding Agreement for Joint Venture

## LETTER OF TECHNICAL BID

**To**

**Name**

**Address**

**Subject:** Tender for "Write Name of work"

Dear Sir,

With reference to your limited tender enquiry referred above, We, \_\_\_\_\_  
(name of the applicant) having examined all relevant documents and understood their contents, hereby submit our Tender and state that:

1. All information provided in the Bidding Forms along with attachments as a part of technical bid is true and correct.
2. We have thoroughly read the tender conditions and have inspected the site and is fully aware of site conditions & scope of works envisaged under this contract.
3. We shall make available to I&FC Department any additional information it may find necessary or require to supplement or authenticate the technical bid details.
4. We, for any part of the contract, do not have any conflict of interest in accordance with ITB-3.8;
5. We are not under a declaration of ineligibility issued by Govt. of India/Any State Govt. in India/Public Sector or Undertakings.
6. We agree and undertake to abide by all the terms and conditions of the tender document.
7. We have never been debarred / blacklisted by the Govt. of India/Any State/UT Govt. in Indian public sector undertaking/UT of J&K.

**Company seal & Signature**

**Name**

**Designation**

**Company**

**Date**

## **BIDSECURITY(BANKGUARANTEE)**

WHEREAS \_\_\_\_\_[name of Bidder](herein after called" the Bidder") has submitted his Bid dated \_\_\_\_\_[date] for the construction of \_\_\_\_\_[name of Contract herein after called "the Bid"].

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_[name of Bank] of \_\_\_\_\_[name of country] having our registered office at \_\_\_\_\_(herein after called" the Bank") are bound unto [name of Employer] (herein after called" the Employer") in the sum of \_\_\_\_\_\*for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day/month of 2026.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;  
OR
- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - (c) Does not accept the correction of the Bid Price pursuant to Clause 26.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will not claim that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force upto a period of 45 days beyond the final bid validity period i.e (120 Days+45 Days) or as it may be extended by the Employer, notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date

Date \_\_\_\_\_  
\_\_\_\_\_ Witness \_\_\_\_\_

(Signature, name and address).

*\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in NIT/ ITB Clause 18 and its sub-clauses of the Instructions to Bidders (ITB).*

## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in this specified in this section supra. A separate Form shall be prepared for each item of equipment listed:

Item of equipment*		
Equipment information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current Location	
	Details of Current Commitments	
Source of Equipment	Indicate source of the equipment <ul style="list-style-type: none"> <li>▪ Owned   ▪ Rented   ▪ Leased   ▪ Specially manufactured</li> </ul>	

Omit the following information for equipment owned by the Bidder

Owner	Name of Owner	
	Address of Owner	
	Telephone	Contact Name and Title
	Fax	Email:
Agreement	Details of rental / lease / manufacture agreements specific to the project	

**Key personnel:**

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in this section supra. The data on their experience should be supplied using the Form below for each candidate.

**Form PER – 1: Proposed Personnel**

<b>S.No.</b>	<b>Title of Position</b>	<b>Name</b>	<b>Qualification</b>	<b>Relevant Years of Experience</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

**Note:**

*In PER-2 highlight the minimum qualification and experience data submitted in last two columns*

**Form PER-2  
Resume and Declaration  
Contractor's Representative and Key Personnel**

The Bidder shall provide all the information requested below. Fields with asterisk (\*) shall be used for evaluation

Position*		
Personal information	Name	Date of Birth
	Professional Qualifications	
Present Employment	Name of the Employer	
	Address of Employer	
	Telephone	Contact (Manger/Personal Officer)
	Fax	Email
	Job Title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From*</b>	<b>To*</b>	<b>Company</b>	<b>Position</b>	<b>Relevant Technical/ Managerial Experience</b>

**Declaration**

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

**Name of Key Personnel: *[insert name]***

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**FORM EL-1: Bidder's Information Form**

<b>Bidders Information Form</b>	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
In case of JV, legal name of each partner	
Bidder's country of constitution	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB Clause 4</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB Clause 4</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Clause 4</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB Clause 4</p>	

**FORM EL-2: JV Information Form**

<b>JV Information Form</b>	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB Clause 4</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance ITB Clause 4</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance ITB Clause 4</p>	

## DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'
Financial		
Name of the Banker(s)		
Planning		
Major Equipment and Machinery		
Key Personnel		
Execution of Work (Give details on proposed contribution of each)		

### **Additional Details required from each Individual Bidder and partners of JV**

1. Tender Document Fee as per NIT/SBD (Attach Scanned Copy)
2. Earnest Money/Bid Security per NIT/ITB Instructions (Attach Scanned Copy)
3. PAN issued by Income Tax Department (Attach proof)
4. GSTIN Registration Details (Attach proof)
5. GSTR-3B Return Details (Monthly/Quarterly)
6. Bank account Details linked with GSTIN number
7. Affidavit/undertaking of not having been debarred/black-listed by any Govt./Semi Govt. Organization/Corporation at any stage and/or debarred /blacklisted by the department of UT of J&K PHE/I&FC/(R&B)/PMGSY etc.
8. the affidavit/undertaking that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.

**Form FIN-1:**

**Financial Situation and Performance**

Each Bidder or member of a JV must fill in this form

**Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

<b>S.No.</b>	<b>Sources of Finance</b>	<b>Amount (INR)</b>
01.		
02.		
03.		

## Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

Average Turnover data from Last 3 Years (Civil Engg. Works Only) *	
Year	Amount (INR)
2022-23	
2023-24	
2024-25	
<b>Average Annual Turnover</b>	

***\*to be certified by a Chartered Accountant with valid UDIN.***

*Note: Annual construction turnover calculated as total certified payments received for work in progress or completed, for 3 years. This should be certified by a Chartered Accountant.*

**Joint Venture**

Names of all partners of a joint venture :			
1. Lead Partner			
2. Other Partner			
<b>Average Turnover data from Last 3 Years (Civil Engg. Works Only)*</b>			
<b>Partner</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Lead Partner</b>			
<b>Other Partner</b>			
<b>Totals</b>			
<b>Name and address of Bankers to the Joint Venture .....</b>			

***\*to be certified by a Chartered Accountant with valid UDIN.***

**Form FIN-3  
Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Qualifying Criteria stated above in this section supra.

<b>S.No.</b>	<b>Source of Financing</b>	<b>Amount (INR)</b>
<b>01.</b>		
<b>02.</b>		
<b>03.</b>		

- Attached are copies of letters from source of financing duly dated, signed and stamped by officials of the source of financing as per the format given under:

\*\*\*\*\*

**Typical Format for Bank certificate**

**(Not more than 3 months old)**

This is to certify that M/s.....is a reputed company with good financial standing-

If the contract for the work, namely .....is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... (not less than 20% of the advertised value of work) to meet their working capital requirements for executing the above contract during the contract period.

.....

**(Authorized Signatory of Bank)  
Name of the Bank**

**Address of the Bank**

\*\*\*\*\*

**Note: Solvency Certificates shall not be considered as line of credit.**

**Form FIN-4**  
**Current Contract Commitments / Works in Progress**

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which requirement equals the sum of: (i) the Bidder's (or each JV partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

<b>S.No.</b>	<b>Name of Contract</b>	<b>Employer's Address</b>	<b>Date of Completion</b>	<b>Remaining Contract period (A)</b>	<b>Outstanding Contract Value (B)</b>	<b>Monthly Financial Resources Requirement (B/A)</b>
<b>01.</b>						
<b>02.</b>						
<b>03.</b>						
A. Cumulative Financial Resources Requirement for Current Contract Commitments						
B. Financial Resources Requirement for Subject Contract						<b>3.50 Crore</b>
Financial Resources Requirement (Sum A plus B)						

**Attached:**

*An undertaking certifying that information on all current contract commitments has been provided and the information provided is correct*

**Form Exp-1**  
**Similar Work Experience**

*[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture or subcontractor]*

*Work performed as prime Contractor or Partner in JV or subcontractor on construction works of a similar nature and volume over the last seven years previous to the month in which bids are invited. [Attach certificate issued by an officer not below the rank of Executive Engineer or equivalent.]*

Similar Contract No.	Information		
Contract Identification			
Award date			
Completion date			
Role in Contract	Prime Contractor .	Member in JV .	Subcontractor .
Total Contract Amount	Amount in INR		
If member in a JV, specify participation in total Contract amount	Percent of Total	Amount	
Employer's Name:			
Address: Telephone/fax number E-mail:			
Description of Similarity			
1. Amount			
2. Physical size of required Works and Services items			
3. Complexity			
4. Methods/Technology			
5. Construction rate for key activities			
6. Other Characteristics			

*Note: The sub-contract shall be authorized and approved by competent authority/allotment issuing authority and the work experience issued by principal employer not below the rank of Executive Engineer of the Department/organization. The work experience provided by the main contractor to his subcontractor shall not be considered.*

## PROFORMA FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

*(to be executed on stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the \_\_\_ day of \_\_\_ 20\_\_

### AMONGST

1. \_\_\_ having its registered office at \_\_\_ (hereinafter referred to as the 'First Part' which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the 'Second Part' which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) The I&FC Department, represented by its (Name of tendering office) and having its office at \_\_\_\_\_ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its Tender ID No. \_\_\_\_\_ for \_\_\_\_\_ (Name of work).
- (B) The Parties are interested in jointly bidding for the tender as member of a Joint Venture and in accordance with the terms and conditions of the tender document in respect of the work, and
- (C) It is necessary conditions under the pre-qualifying criteria (PQC) that the Parties of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows: -

1. **Definitions and Interpretations:** In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the PQC in the SBD.
2. **Joint Venture:**

- a. The parties do hereby irrevocably constitute a Joint Venture for the purpose of jointly participating in the Bidding Process for the project.
  - b. The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly.
3. **Covenants:** The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the contract, it shall perform all its obligations as the Contractor in terms of the Contract.
4. **Role of the Parties:** The Parties hereby undertake to perform the roles and responsibilities and shall nominate a representative who will be having the power of attorney from the JV for conducting all business for and on behalf of the Joint Venture during the Bidding Process and execution process as well as post execution process.
5. **Joint and Several Liability:** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms and conditions given in the NIT and Tender Documents.
6. **Field of Expertise:** The Parties do hereby declare that the field of expertise of the parties are as under:
- a. First Party
  - b. Second Party
7. **Share of Work in the Project:** The parties agree that the proportion of the Contract to be allocated among the parties shall be as follows:
- a. First Party
  - b. Second Party
8. **Representation of the Parties:** Each Party represents to the other Party as of the date of this Agreement that: -
- (a) Such Party is duly organized, validly existing all in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
  - (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in

favour of the person executing this Agreement for the delegation of power of authority to execute this Agreement on behalf of the Joint Venture party is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval and already obtained.
  - (ii) Violate any applicable law presently in effect and having applicability to it.
  - (iii) Violate the Memorandum and Articles of Association, by-laws or other applicable organizational documents thereof.
  - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, Judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or.
  - (v) Create or impose any liens, mortgages, pledges, claims, security, interest, charges or encumbrances or obligations to create a lien, charge, pledge, security, interest, encumbrances or, mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
- 9. Termination:** This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of Defect Liability Period under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not pre-qualify for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant does not pre-qualify or upon return of the Bid Security by the Authority to the Bidder, as the case may be.



# **SECTION-5**

# **TECHNICAL SPECIFICATIONS**

## **1.1 Technical Specifications**

The technical specification in respects of Civil works shall be as per standard specification published by CPWD and MORTH with latest publication in 2019 & 2013 respectively. Further the other specifications of the material so supplied should be in accordance with the IS: 16653 – 2017. Besides the execution should be in conformity with the “handbook for Flood Protection, Anti Erosion & River Training works” issued by the Central Water Commission Go I & the J&K Public Works Department Engineering Manual 2020. Besides the work has to be completed as per the technical details vetted by the NIT Srinagar, besides this in accordance with the technical sanction given by the Competent Authority.

**Link to download CPWD Specifications:** [https://cpwd.gov.in/Documents/cpwd\\_publication.aspx](https://cpwd.gov.in/Documents/cpwd_publication.aspx)

**Link to download MORTH Specifications:** <https://morth.nic.in>

**Link to download CWC Flood protection Manual:**

<https://gfcc.gov.in/sites/default/files/Handbook%20for%20Flood%20Protection%2C%20Anti%20Erosion%20%26%20River%20Training%20Works.pdf>

**Link to download J&K Public works Manual:**

<https://www.jkpwdrb.nic.in/pdfs/PWD%20ENGINEERING%20MANUAL%202020.pdf>

**Section 6 –  
General Conditions of Contract**

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11. Employer’s Risks.....
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# General Conditions of Contract

## General

### 1. Definitions

- 1.1 Boldface type is used to identify defined terms
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects
  - (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events
  - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.1 hereunder
  - (d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
  - (e) **Compensation Events** are those defined in GCC 41.1 hereunder.
  - (f) The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC 52.1.
  - (g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
  - (h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
  - (i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
  - (j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
  - (k) **Days** are calendar days; months are calendar months.
  - (l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
  - (m) A **Defect** is any part of the Works not completed in accordance with the Contract.
  - (n) The **Defects Liability Certificate** is the certificate issued by Engineer upon correction of defects by the Contractor.
  - (o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
  - (p) **Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.
  - (q) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the PCC.

- (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) **Force Majeure** as defined in PCC
- (t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.
- (v) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **"Party"** means the Employer or the Contractor, as the context requires.
- (y) **PCC** means both Particular Conditions of Contract or Special Conditions of Contract
- (z) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (aa) The **Engineer** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.
- (bb) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 45.1.
- (cc) The **Site** is the area defined as such in the PCC.
- (dd) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (ee) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- (ff) The **Start Date** is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (gg) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ii) A **Variation** is an instruction given by the Engineer which varies the Works.
- (jj) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.

## **2. Interpretations**

2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
- (i) any other document listed in the PCC as forming part of the Contract.

## **3. Language and Law**

3.1 The language of the Contract and the law governing the Contract are stated in the PCC.

## **4. Engineer's Decision**

4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **5. Delegation**

5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

## **6. Communications**

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## **7. Sub contracting**

7.1 The Contractor may subcontract with the approval of the Engineer, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The subcontracting shall not exceed 50% of the total value of work. The Sub Contractors should have an experience in any one year with in the last 3 years of execution of similar item of construction to an extent of 50% of the quantity

proposed to be executed as a subcontract.

## **8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

## **9. Personnel and Equipment**

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## **10. Employer's and Contractor's Risk**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risk**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) A Defect which existed on the Completion Date.

(b) An event occurring before the Completion Date, which was not itself an Employer's risk, or.

(c) The activities of the Contractor on the Site after the Completion Date.

## **12. Contractor's Risk**

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

## **13. Insurance**

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks:

- (a) Loss of or damage to the Works, Plant, and Materials;
- (b) Loss of or damage to Equipment;
- (c) Loss of or damage to property (except the Works, Plant,
- (d) Materials, and Equipment) in connection with the Contract; and
- (e) Personal injury or death

If contractor fails to provide insurance within stipulated time, all the losses mention in 13(a), 13(b), 13(c) & 13(d) shall be settled/paid by the contractor.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

## **14. Site Investigation Reports**

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Bidder.

## **15. Contractor to Construct the Works**

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

15.2 The contractor shall execute works at minimum 4 No. of spots simultaneously.

15.3 The excavated material if required to be lift shall be charged to contractor on consideration cost basis as per latest rates in vogue.

## **16. The Works to be completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out

the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

## **17. Designs by Contractor and Approval by the Engineer**

17.1 The Contractor shall carry out design to the extent specified in the PCC.

The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

17.4 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before this use.

## **18. Safety**

18.1 The Contractor shall be responsible for the safety of all activities on the Site as specified in the PCC.

## **19. Discoveries**

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these discoveries. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **20. Possession of the Site**

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

## **21. Access of the Site**

21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out

or is intended to be carried out.

## **22. Instructions, Inspections and Audits**

22.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit the Employer to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Employer. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Employer.

## **23. Appointment of the Adjudicator**

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

## **24. Procedure for Disputes**

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. If the adjudicator fails to give its decision within the period of 28 days of the receipt of a notification of a dispute, either party may within 28 days of the expiration of the above mentioned period, give notice to the other party of its dissatisfaction and intention to commence arbitration.

24.3 The Adjudicator shall be paid the daily allowance at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the

Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. Neither party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been served in accordance with the GCC 24.2 above. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding. In the event that a party fails to comply with the decision of the adjudicator which has become final and binding, then the other party may without prejudice to any other rights it may have, refer the failure itself to arbitration.

- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

### **Time Control**

#### **25. Program**

- 25.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Engineer.
- 25.4 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

#### **26. Extension of the Intended Completion Date**

- 26.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a

Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**27. Acceleration**

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Engineer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**28. Delayed Ordered by the Engineer**

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

**29. Management Meetings**

29.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**30. Early Warnings**

30.1 The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

**Quality Control**

**31. Identifying Defects**

31.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

## **32. Tests**

32.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

32.2 Contractor will establish field lab within one month of the date of signing the contract so that construction material tests at site during construction can be done as directed by Engineer in charge. Necessary Apparatus are given below:

- (a) Sieve Set. (b) Balance electronic (c) Slump Cone (d) Vicat Apparatus
- (e) Cube Moulds- 150mm ×150 mm (3Nos) (f) Hydrometer (g) Vibrator (h) Stop Watch
- (i) Calculator etc.(j) Screw guage (3Nos)(k) Vernier caliper etc.

## **33. Correction of Defects**

33.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

## **34. Uncorrected Defects**

34.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## **Cost Control**

## **35. Contract Price**

35.1 The Bill of quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item .

## **36. Changes in the Price**

36.1 If the final quantity of the work done differs from the quantity in the bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering.

- (a) Justification for rate adjustment as furnished by the contractor.
- (b) Economies resulting from increase in quantities by way of reduced plant equipment, and overhead costs.

(c) Entitlement of the contractor to compensation events where such events are caused by any additional work

36.2 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15% percent except with the prior approval of the Employer

36.3 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities

### **37. Variations**

37.1 All Variations shall be included in updated Programs, also in the Activity Schedule, produced by the Contractor.

37.2 If the work in the Variation requires addition of particular extra items in the Bill of Quantities, the rates for such extra items shall be in the form of new rates for the relevant items of work decided from the J&K Schedule of Rates or in accordance with the Clause 7.3.2 of the Manual of procurement of works-2025.

37.3 In case the Engineer I/C deems it necessary to execute any other item of work not in original BoQ, the same shall be subject to the concurrence from the Competent authority of technical sanctioning of the work as per SO-15 and in accordance with the Clause 7.3.2 of the Manual of procurement of works-2025.

### **38. Cash Flow Forecasts**

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

### **39. Payment Certificates**

39.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Engineer.

39.4 The value of work executed shall comprise:

(a) In the case of an item rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **40. Payments**

40.1 Payments shall be adjusted for deductions due to advance payments, security deposit, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the contractor the amounts Engineer had certified within 14 days of the date of each certificate.

40.2 The Authorized Representative of the employer shall make the payment certified by the Engineer.

- 40.3 Items of the work for which no rate or price has been entered in the Bill of quantities will not be paid for by the employer and shall be deemed to be covered by other rates and prices in the contract.
- 40.4 Department shall not be responsible for non- release or delayed release of funds. No interest shall be paid for delayed payment.
- 40.5 With respect to materials brought by the Contractor to the Site for incorporation in the Permanent Works, the Contractor shall (i) receive a credit in the month in which these materials are brought to the Site and (ii) be charged a debit in the month in which they are incorporated in to the Permanent Works, both such credit and debit to be determined by the Engineer in accordance with the following provisions;
- (a) No credit shall be given unless the following conditions shall have been met to the Engineer's satisfaction;
    - (i) The materials is in accordance with the specifications for the Works.
    - (ii) The materials have been delivered to the Site and are properly stored (bulk materials are to be stored in measurable stocks) and protected against loss, damage or deterioration.
    - (iii) The Contractor's records of the requirements, orders receipts and use of materials is kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
    - (iv) Only the materials for which payment has been made by the Contractor shall be considered for advance. Where the materials are supplied from the Contractor's captive source, the reasonableness of the valuation of such materials shall be furnished by the Contractor. The materials brought on credit to the Site shall not be considered for advance.
    - (v) The Contractor has submitted a statement of his cost of acquiring and delivering the materials to the Site together with paid vouchers and other such documents as may be required for the purpose of evidencing such cost.
    - (vi) The material shall be incorporated or used within 90 days period.
  - (b) the amount to be credited to the Contractor shall be the equivalent of 75 percent of the Contractor's reasonable cost of the materials delivered to the Site, after review of the documents listed in sub paragraph (a) (v) above, as determined by the Engineer. Provided further, the advance shall not exceed 75 percent of the corresponding value of materials determined on the basis of the BOQ rates.
  - (c) The amount to be debited to the Contractor for any materials incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials pursuant to sub-para (b) above, as determined by the Engineer.

#### **41. Compensation Events**

- 41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time beyond 21 days from the date of request.
  - (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Engineer unreasonably does not approve a subcontract to be let beyond 28 days from request along with requisite details of sub-contractor
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The effects on the Contractor of any of the Employer's Risks.
- 41.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended after the approval of the employer.
- 41.3 The compensation event effects shall be compensated by granting suitable extension of time based on merit & there shall be no cost claim whatsoever be it idling of men & machinery or in any other form. The contractor shall price his bids to consider all eventualities whatsoever.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Engineer.
- 42. Tax**
- 42.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and UT Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**43. Currencies**

43.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

**44. Price Adjustment**

Deleted.

**45. Security Deposit /Retention Money.**

45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.

45.2 The total amount retained shall be repaid to the Contractor when the Defect Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

**46. Liquidated Damages**

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

46.2 The If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

**47. Advance Payment**

Deleted.

**48. Securities**

48.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, from reputable local banks including scheduled banks or nationalized banks acceptable to the Employer. The Performance Security shall be valid until 28 days from the date of issuance of the Certificate of Completion.

**49. Day works**

49.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Engineer has given written instructions in advance for additional work to be paid for in that way.

49.2 All work to be paid for as Day works shall be recorded by the Contractor on forms

approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.

49.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

## **50. Cost of Repairs**

50.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **Finishing the Contract**

### **51. Completion**

51.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer shall do so upon deciding that the work is completed.

### **52. Taking Over**

52.1 The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

### **53. Final Account**

53.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

### **54. Operating and Maintenance Manuals**

Deleted.

### **55. Termination**

55.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

55.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- (b) The Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

- (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 84 days of the date of the Engineer's certificate;
- (e) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) The Contractor does not maintain a Security, which is required; and
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC.
- (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 57.1.

55.3 When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under GCC 56.2 above, the Engineer shall decide whether the breach is fundamental or not.

55.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

55.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **56. Fraud and Corruption**

56.1 Government of J&K requires the Employer, as well as Contractors, Subcontractors, manufacturers, and Consultants; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and

(b) will penalize a firm or an individual, at any time, in accordance with rules and Policy of the Govt. and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Government of J&K-

administered activities or to benefit from an Government of J&K-financed or Government of J&K-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.

**57. Payment and Termination**

57.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials brought to site, less advance payments received up to the date of the issue of the certificate, less performance security, less any other recoveries in terms of contract and the less the percentage to apply to the value of the work not completed, as indicated in the PCC. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

57.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**58. Property**

58.1 Consequent to termination of the contract because of a fundamental breach of Contract by the Contractor, the Employer shall give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if the Contractor fails to make a payment due to the Employer, all Materials on the Site, Plant, Equipment, Temporary Works, and Works may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

**59. Release from Performance**

59.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

59.2 The performance security along with additional security shall be released after completion of DLP plus 60days.

## **60. Eligibility**

60.1 The Contractor, subcontractors or suppliers for any part of the contract including related services shall have the nationality of India.

60.2 The materials, equipment and services to be supplied under the Contract shall have their origin in source countries not under sanction by the Government of India. All expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment and services.

60.3 For purposes of GCC 61.2, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## **61. Labor Laws and Regulations**

61.1 The Contractor shall comply with all relevant labor laws and regulations applicable to the Contractor's personnel.

61.2 The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.

61.3 The Contractor shall not employ any child to perform work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age of 18 Years.

61.4 The Contractor shall not employ "forced and compulsory labour" in any form. "Forced or compulsory labour consists of all works or service, not voluntary performed that is extracted from an individual under threat or force or penalty.

61.5 Contractor shall comply with the specific labour regulations as stated in the PCC.

61.6 Breach by the Contractor of any of the provisions stated in Sub-Clause GCC 18.1, GCC 62.2, GCC 62.3, GCC 62.5 and GCC 62.5, stated above, will be a ground for the Employer to terminate the Contract.

## **62. Environmental Laws and Regulations**

62.2 The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations. The Contractor shall comply with the specific environment monitoring requirements as stated in the PCC.

63. **Provision of Vehicle:** The contractor will have to provide One (01) new air conditioned vehicle (SUV) throughout the contract period for execution of said work for the use of Employer/ Engineer from 08 am to 08 pm for 25 days in a month and 1600 Kms per month. This vehicle will be used for the work related to the contract.

Necessary expenses against the fuel/ oil/ driver/ maintenance etc shall be borne by the contractor. In case the contractor does not provide the vehicle during the contract period, the employer will make the arrangement at the cost of the contractor and the expenses thereof shall be recoverable from the contractor's dues.

64. DLP shall be considered one year after date of completion of project.

# **Section 7**

## **Particular Conditions of Contract Or Special Conditions of Contract**

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

## Particular Conditions of Contract

A. General	
GCC1.1(q)	<p>The Employer is:  <b>Jal Shakti Department, Government of Jammu and Kashmir</b>  <b>through</b>  <i>(Chief Engineer, I&amp;FC Kashmir Rajbagh Srinagar )</i></p>
GCC 1.1(s)	<p><b>Force Majeure</b></p> <p>If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Engineer-in-Charge or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government Department or competent authority(hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.</p> <p>Notwithstanding what is contained above high-water level or flood situation or the consequent damage thereof shall not be classified as an event under for the purpose of interpreting this clause.</p> <ol style="list-style-type: none"> <li>i) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.</li> <li>ii) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.</li> <li>iii) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.</li> <li>iv) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Chief Engineer shall be final and binding.</li> <li>v) Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event except for flood. The cost of rebuilding or replacing any work that has been measured shall be borne by the Department.</li> <li>vi) If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.</li> <li>vii) If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.</li> </ol>

GCC1.1(u)	The Intended Completion Date for the whole of the Works shall be <b>18 months</b> from the start date with the following <b>milestones</b> .												
	<table border="1"> <thead> <tr> <th>Milestone*</th> <th>Value of Contract to be achieved</th> <th>Period from the date of start of work</th> </tr> </thead> <tbody> <tr> <td>Milestone1</td> <td>1/8th</td> <td>1/4<sup>th</sup> of <b>intended</b> completion period**</td> </tr> <tr> <td>Milestone2</td> <td>3/8th</td> <td>½ of <b>intended</b> Completion period** Full 3/4<sup>th</sup> <b>intended</b> completion period**</td> </tr> <tr> <td>Milestone3</td> <td>3/4th</td> <td>Rest of the work within remaining period</td> </tr> </tbody> </table>	Milestone*	Value of Contract to be achieved	Period from the date of start of work	Milestone1	1/8th	1/4 <sup>th</sup> of <b>intended</b> completion period**	Milestone2	3/8th	½ of <b>intended</b> Completion period** Full 3/4 <sup>th</sup> <b>intended</b> completion period**	Milestone3	3/4th	Rest of the work within remaining period
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**Intended completion period shall be the period between the Start Date and Intended Completion Date.													
GCCs1.1(aa) & 4.1	The Engineer is: <b>(Executive Engineer, Flood Spill Channel Division Narbal)</b>												
GCC1.1(cc)	<b>(Site is located in District Budgam).</b>												
GCC1.1(ff)	The Start Date shall be 7 days from the date of issue of the notice to proceed with the work.												
GCC1.1(jj)	Anti Erosion and Urgent Flood Protection work of Apzari Nallah												
GCC2.2	Sectional Completions are: <b>(Applicable)</b>												
GCC2.3(i)	<b>(Allotment/Work Order)</b>												
GCC3.1	The language of the contract is English The law that applies to the Contract is the law of India												
GCC8.1	Schedule of other contractors: will be informed if required												
GCC13.1	The minimum insurance amounts and deductibles shall be: (a) For the Works, Plant and Materials: Full replacement cost (b) For loss or damage to Equipment: Full replacement / repair cost (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Full replacement / repair cost (d) For personal injury or death: (i) Of the Contractor's employees/other people: The minimum insurance cover for Third Party Liability Insurance injury and for death shall be governed by the Law of the land and the contractor shall comply with the same.												
GCC14.1	Site Investigation Reports are: <b>(Not Applicable)</b>												
GCC17.1	The following shall be designed by the Contractor: <b>(Not Applicable)</b>												

GCC18.1	<p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>a) Comply with all applicable safety regulations;</li> <li>b) Take care for the safety of all persons entitled to be on the Site;</li> <li>c) Use reasonable efforts to keep Site and Works clear of un necessary obstructions so as to avoid danger to these persons;</li> <li>d) Provide fencing, lighting ,guarding and watching of the works until completion and taking over and</li> <li>e) Provide any Temporary Works (including road ways, foot paths, guards and fences),which may be necessary, because of the execution of the Works, for the use and protection of the public and owners and occupiers of adjacent land.</li> </ol> <p>The Contractor shall at all times all reasonable precautions to maintain the health and safety of Contractor’s Personnel. In collaboration with local health authorities, the Contractor shall ensure availability of first aid facilities, medical staff, sick bay and all necessary welfare and hygiene requirements and for the prevention of epidemics to include:(i)provision for a sufficient supply of suitable food,(ii) adequate supply of drinking water and other water for the use of the Contractor’s Personnel, and (iii) protection from insect and pest nuisance.</p> <p>The Contractor shall conduct health and safety programs for workers employed for the project, and shall include information on the risks of sexually transmitted diseases, including HIV/AIDS in such programs.</p>
GCC20.1	The Site Possession Date(s)shall be: <b>The Start Date</b>
GCC23.1	<u>The Appointing Authority shall be: The Administrative Secretary, Jal shakti Deptt , UT of J&amp;K</u>
GCC24.3	The Adjudicator shall be paid fees as shall be decided by the competent authority per day of visit /meeting to get her with reimbursement of expenditure on travel as per actual.
GCC24.4	<p>Arbitration shall be carried out in accordance with the following procedures.</p> <p><u>Contracts with domestic contractors:</u></p> <p>The Arbitration proceedings shall be in accordance Arbitration and Conciliation Act.2015.</p> <p>Arbitral Tribunal consisting of 3 Arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding arbitrator, shall be considered. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Executive Council, Indian Roads Congress.</p> <ol style="list-style-type: none"> <li>(a) Arbitration proceedings shall be held at Srinagar J&amp;K, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</li> <li>(b) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal .However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid tothearbitratorappointedbysuchpartyoronitsbehalfshallbebornebyeachpartyitself.</li> <li>(c) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</li> </ol>

	<b>B. Time Control</b>
<b>GCC25.1</b>	The Contractor shall submit for approval, a Program for the Works <b>within 07 days</b> from the date of the Letter of Acceptance and the Program shall be a part of the contract.
<b>GCC25.3</b>	The period between Program updates is 60days. The amount to be with held for late submission of an updated Program isRs.10.00Lakhs.
	<b>C. Quality Control</b>
<b>GCC33.1</b>	The Defects Liability Periodis:18 months
	<b>D. Cost Control</b>
<b>GCC43.1</b>	The currency of the Employer’s country is: Indian Rupees. All payments to the contractors shall be made in Indian Rupees.
<b>GCC44.1 &amp; 44.2</b>	<u>Deleted</u>

<b>GCC45.1</b>	The proportion of payments retained is 10 %from each bill, subject to a maximum of 5% of the contract price.
<b>GCC46.1</b>	<b>The liquidate damages for the whole of the Works is0.35%per week of the initial contract price, rounded off to the nearest thousand, per day.</b> <b>The maximum amount of liquidated damages for the whole of the works is 10%of the Initial Contract Price.</b>
<b>GCC48.1</b>	3% of the Contract Price <b>(In case the bid is found to be unbalanced, the successful bidder (LI) shall have to deposit an Additional Performance Security in the shape of CDR/FDR/BG from any scheduled bank, in accordance with the Govt. of J&amp;K-Finance Department Circular No:FD-Code/441/2021-02-158, Dated: 08/08/2025). The Additional Performance Security in case of unbalanced bids shall be furnished combinedly with Performance Security.</b>
	<b>E. Finishing the Contract</b>
<b>GCC54.1</b>	<u>Deleted</u>
<b>GCC54.2</b>	<u>Deleted</u>
<b>GCC55.2(g)</b>	The maximum number of weeks: <u>10 weeks</u>

<b>GCC61.5</b>	<p><b>Labour</b></p> <p>The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The un skilled and semi skilled labour of the Union territory of J&amp;K shall be given preference for deployment on projects. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.</p> <p><b>Compliance with Labour Regulations</b></p> <p>During continuance of the contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notification sand bye laws of the State or Central Government or local authority and any other labour law(including rules),regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of them major labour laws that are applicable to construction industry are given below.</p> <p>The Contractor shall keep the Employer indemnified in case any action is taken against the Employer</p>
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By the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye laws/Acts/Rules/regulations including amendments ,if any ,on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**Salient Features of Some Major Labour Laws Applicable to Establishments Engaged in Building and Other Construction Work.**

- a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement /death etc.
- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) **Minimum Wages Act 1948:** The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of work men and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government.  
  
The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with a id of power or 20 or more persons without the aid of power engaged in manufacturing process.

**Noise and Disturbance**

All Works shall be carried out without unreasonable noise and disturbance. The Contractors shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the Works and from and against all claims, demands, proceedings, damages, costs, changes and expenses whatsoever in regard or in relation to such liability.

**Pollution**

The Contractor shall take all reasonable steps to protect the environment (both on and off the site) to avoid adverse impacts; limit the damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure the emissions, surface discharges and effluents from Contractor's activities shall not exceed values stated in the Specifications or prescribed by applicable Laws. Subject and without prejudice to any other provision of the Contract and the law of the land

- And its obligations as applicable the Contractor shall take all reasonable precaution.
- a) Procurement and renewal of the NOC from State Pollution Control Board, till the expiry of the Contract will be the sole responsibility of the Contractor. The Employer shall be indemnified against any claim arising out of non-obtaining of the NOC by the Contractor.
  - b) Procurement and renewal of the NOC if any required, till the expiry of the Contract will be the sole responsibility of the Contractor. The Employer shall be indemnified against any claim arising out of non-obtaining of the NOC by the Contractor.
  - c) Procurement and renewal of the NOC from the Department of Geology and Mines, till the expiry of the Contract will be the sole responsibility of the Contractor. The Employer shall be indemnified against any claim arising out of non-obtaining of the NOC by the Contractor. The Royalty charges if any shall have to be paid by the contractor towards Geology & Mining Department at his own and consideration cost against the material towards Flood Spill Channel Division Narbal.
  - d) in connection with rivers, streams, waterways, drains, water-courses, lakes, reservoirs and the like to prevent:
    - i) Silting;
    - ii) Erosion of the imbeds or banks: and
    - iii) Pollution of the water so as to affect adversely the quality or appearance thereof of cause injury or death to animal and plant life.
  - e) In connection with underground water resources including per collating water to prevent:
    - i) Any interference with the supply to or obstruction from such sources ;and
    - ii) Pollution of the water so as to affect adversely the quality thereof.

**The Apprentices Act 1961**

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) the rules made there under word and any order that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so be shall be subject to all liabilities and penalties provided by the said Act and the said rules.

**Details to be Confidential**

The Contractor shall treat the details of the Contract as private and confidential ,save in so far as may be necessary for the purposes there of, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Employer whose determination shall be final.

**Life-Saving Appliance sand First-Aid Equipment**

The Contractor shall provide and maintain upon the Works and the Site sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO ConventionNo.62.The appliances and equipment shall be available for unseat all times during the Contract Period

**Customs and Security Requirements**

The Contractor shall comply with all regulations for the time being imposed by the Customs and Security Authorities in respect of the passage of Plant, vehicle, materials and personnel through Customs barriers.

**Indemnification**

The Contractor shall keep the Employer both during and after the term of this Contract fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands, costs and claims including, but not limited to, legal fees and expenses, suffered by Employer, where such loss, damages, injury or death is the direct result of the wrongful action, negligence, or breach of Contract of the Contractor or their sub-contractors, or the personnel or agents of either of them, including the use or violation of any statutory regulations, laws in vogue in the Employer’s country.

**Generic Environmental Management and Monitoring Plan**

Environmental Management and Monitoring Plan (EMP) is the key to ensure a safe and clean environment. The desired results from the environmental mitigation measures proposed in the project may not be obtained without a management plan to assure its proper implementation and function. The EMP envisages the plans for the proper implementation of mitigation measures to reduce the adverse impacts arising out of the project activities.

The Contractor shall follow the generic environmental management plan given as Appendix-

	<p>I, Particular Conditions of Contract. However, based on the site requirements, mitigation measures worked out in road specific EIA/IEE reports shall be adopted in coordination with Site Engineer.</p> <p><b>Social Liability</b></p> <ul style="list-style-type: none"> <li>(i) The Contractor shall bear the cost of any impact on structure or land due to movement of machinery during construction.</li> <li>(ii) All temporary use of lands outside ROW to be through written approval of Land owner.</li> <li>(iii) Location of construction camps to be setup in consultation with Jal shakti Deptt.</li> </ul> <p><b>HIV-AIDS Awareness and Prevention</b></p> <p>(a) The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider or specialized NGO, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals. The Contractor shall throughout the contract: (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Consultants' employees working on the Site, and truck drivers and crew making deliveries to the Site for Works and Services executed under the contract ,and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections(STI)in general and HIV/AIDS in particular;(ii) provide male or female condoms for all Site staff and labor as appropriate; and (iii)provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program,(unless otherwise agreed)of all Site staff and labor.</p> <p>(b) The Contractor shall include in the program to be submitted for the execution of the Works and Services under Sub-Clause 17 a program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.</p> <p><b>Removal of staff</b></p> <p>If the Engineer or his Representative asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>It will be the sole responsibility of the Contractor to replace there moved person with a suitable can did ate having equivalent or better qualification.</p>
GCC62.1	<p>The Contractor shall(a)establish an operational system for managing environmental impacts,(b)carry out all of the monitoring and mitigating measures set forth in the Technical Specifications attached hereto,(c)allocate the budget required to ensure that such measures are carried out, and the actual costs for the implementation of such measures shall be reimbursed by the Employer to the Contractor from Provisional Sums. The Contractor shall Submit to the Employer quarterly reports on the carrying out of such measures.</p>
	<p><b>Additional Contract Clauses as defined below herein shall also be part of both GCC &amp; SCC.</b></p>
PCC 1	<p><b>Water Supply, Electricity &amp; Telephone Facilities</b></p> <p>Availability of adequate water for work and sources thereof shall be confirmed by the Contractor before submitting the tender. Water for construction, curing or any other purpose shall be brought by the Contractor at his own cost. The Contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at Work site. Electrical supply for the department's use at work site shall be provided by the Contractor. No charges would be payable by the Department. Contractor will have to make his own arrangement at his own cost of telephone facilities at work site, if required.</p>

PCC 2	<p><b><i>Co-ordination/</i></b>  When several agencies for different sub-Works of the project are to work simultaneously on the project site, the Contractor shall render full co-ordination for achieving proper co- ordination between different Workers to ensure timely completion specified in each item of work shall therefore be strictly adhered to each work may make his independent arrangements for water power, housing etc. but he will be at liberty to come to mutual agreement with the approval of the Engineer-in-charge. The Contractor shall not take or cause to be taken any steps of action that may cause disruption, discontent or disturbance to work, labour or other arrangements etc. of other Contractors in the project localities. Any action by the Contractors which the Engineer-in-charge in his unquestioned discretion may consider as infringement of the above code would be considered as a breach of the contract  conditions and shall be dealt with accordingly. In case of any dispute or disagreement between the various Contractors, the Engineer-in-charge’s decisions regarding the coordination, co-operation and facilities to be provided by any of the Contractor shall be final and binding on the Contractor concerned and such a decision or decision shall not violate any contract nor absolve the Contractor of his obligations under the contract, nor form the ground for any claim or compensation.</p>
PCC 3	<p><b><i>Relation with public authorities</i></b>  <i>The Contractor shall comply with all rules, regulations, by laws and directions given from time to time by any local or public authority or body in connection with this work and shall himself pay fees or charges which are liable on him without any extra cost to Government.</i></p>
PCC 4	<p><b><i>Site office and Laboratory for Testing</i></b>  <i>The Contractor shall have a site office with all required facilities as discussed with Engineer in charge. A field lab is to be installed on site for testing of all items to be executed as per tender. The list of required equipment shall be got approved from Engineer in charge within 7 days of work order and lab shall be installed in a period of 1 month from work order. <b>The list of testing equipments already provided in Bid document.</b></i></p>
PCC 5	<p><b><i>Supply of Material</i></b>  <i>The contractor shall make his own arrangement of all key construction material including cement, aggregates, reinforcing steel, Woven Crates, etc. The contractor shall be responsible for all transportation and storage of the materials at site and shall bear the related costs. The engineer shall be entitled, at any time, to inspector examine all such materials. The contractor shall provide reasonable assistance for inspection or examination as may be required</i>  <i>The contractor shall keep an accurate record for use of materials like Woven Crates, cement, aggregates and steel used in works in a manner prescribed by the Engineer. The Geo synthetics so supplied should be marked with BIS certification.</i>  <i>Large stock of cement shall not be kept at the work site but only sufficient quantities shall be kept to ensure continuity of work. The contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked properly and covered with tarpaulin or any other impervious materials in order to protect the cement bags from moisture.</i></p>
PCC 6	<p><b><i>Stacking, Storage &amp; Guarding of Materials</i></b>  <i>The stacking and storage of materials at site at shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect against atmospheric actions, fire and other hazard.</i>  <i>The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil; heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosures as directed by Engineer- in-charge shall be provided to separate various materials brought by Contractor.</i>  <i>The Contractor shall at his own expenses, engage watchmen for guarding the materials,</i></p>

	<p><i>plant, machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.</i></p> <p><i>No materials brought to the site shall be removed from the site without the prior approval of the Engineer- in-charge.</i></p> <p><i>All constructional plant, provided by the Contractor shall, when brought on the site, be deemed to be exclusively intended for the construction and the Contractor shall not remove the same or any part thereof (save for purpose of moving it from on part of the site to another) without the consent in writing of the Engineer- in- charge who shall record the reasons for withholding the consent.</i></p> <p><i>The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over or to be washed away by rain or floods, to be buried under the land slide etc. or ship down on embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.</i></p>
PCC 7	<p><b>Rejection of Material</b></p> <p><i>Any stock or batch of material (s) of which sample(s) does not conform to the prescribed test and quality shall be rejected by the Engineer- in-charge or his representative and such material(s) shall be removed from the site by the Contractor at his own cost. Such rejected material shall not be made acceptable by any modifications.</i></p> <p><i>Material not corresponding in character and quality with approved samples will be rejected by the Engineer- in-charge or his representative and shall be removed form site by the Contractor at his own cost.</i></p>
PCC 8	<p><b>Supply of Colour Record Photographs and Albums</b></p> <p><i>The Contractor shall arrange to take colour photograph at various stages / faces of the Works including interesting and novel features of the work as desired by the Engineer-in-charge needed for authentic documentation as desired. The photographs shall be of acceptable quality and they shall be taken by professionally competent photographer with camera having the facility to record the date of photographs taken in the prints and negative /C.D. The Contractor shall supply two colour prints of each of the photographs taken to the standard 4'' x 6'' size mounted in albums of acceptable quality along with C.D. Each photograph in the album shall be suitably captioned. It shall be considered as incidental to the work and no additional payment whatsoever will be made for the same. The photographs should be Geo- tagged which shall be taken before, during and after completion of work.</i></p>
PCC 9	<p><b>Videography</b></p> <p><i>Contractor shall supply video films/video C.D./Digital Photograph before stating of work, during execution and completed work of important activities of the work as directed by Engineer- in-charge during currency of the project and editing them to a video film / CD of playing time not less than 30 minutes and up to 60 minutes as directed by Engineer- in-charge. Such as film shall be suitably narrative and titled indicating chainage, activities. The CD/Pen drive shall be of acceptable quality and shall be capable of producing colored pictures. This is incidental to work and no payments shall be made for the same</i></p>
PCC 10	<p><b>Indemnity</b></p> <p><i>The Contractor shall indemnify the Government against all action, suits, claims and demands brought or made against it in against of anything done or committed to be done by the Contractor in execution of or in connection with the work of this contract and against any loss or damages to the Government in consequences to any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the work of this contract. The Government may, at its discretion and entirely at the cost of Contractor, defend such suit either jointly with the Contractor or single, in case the latter chooses not to defend the case.</i></p>

PCC 11	<p><b>Testing of Materials</b></p> <p><i>The Contractor shall make field arrangements for testing of all materials as per standard specifications or as directed by Engineer- in-charge in the field laboratory. No payment for testing shall be made.</i></p> <p><i>The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of material.</i></p> <p><i>All materials, before being incorporated in the work shall be inspected by the Engineer or his representative and if necessary, tested before use, any work on which such materials are used without approval and written permission of the Engineer, is liable to be considered as defective and not acceptable.</i></p> <ul style="list-style-type: none"> <li>• <i>The periodical test to be carried out on material, mixes and placed concrete shall be specified by the Engineer from time to time and the contractor and the contractor shall allow all the facilities and cooperation towards collection of samples etc. All labour for collecting samples for test will be supplied by the contractor free of cost to the Engineer. Where testing facility is not available in the field lab, the Engineer in-Charge will get the test conducted from some BIS or NABL Certified/accredited facility/Laboratory and all the testing charges shall be borne by the contractor in all such cases.</i></li> <li>• <i>An authorized representative of the contractor shall remain present at the time when the samples are taken and shall authenticate the facts, if so required. If the contractor's representative fails to be present as aforesaid, the samples or cores etc. as are taken by the Engineer or his representative shall be considered authentic. The contractor will however be informed if the details of such samples having been taken.</i></li> <li>• <i>The quality and quantity of material shall be responsibility of the contractor, irrespective of the tests being good.</i></li> <li>• <i>The Woven Crates shall be put to testing for Mechanical &amp; Physical characteristics for its various parameters. The tests of the supplied material to be utilized for the work shall have to be conducted by the contractor/agency on his own expenses. All these tests shall have to be conducted at any BIS or NABL Certified/accredited facility/Laboratory. The results of all such tests conducted should be made available to the department/ Engineer in Charge and only then the material be brought to the site. The material so brought shall again be got re-tested after random picking of samples &amp; its frequency shall be in accordance with the relevant standard codes. All the cost related to these testing shall be borne by the contractor.</i></li> </ul>
PCC 12	<p><b>Third Party Inspection</b></p> <p><i>The third party inspection as and when nominated by the government shall conduct the inspection of various works. The third party would inspect to ensure execution of work as per specifications/agreement and also quality control. The report of the same shall be submitted to Engineer-in-charge. The agency/contractor shall be bound by the report of 3rd party inspection and shall take remedial measures for execution of work as per specifications in agreement at their own cost. The cost of 3rd party inspection shall be borne by the employer.</i></p>
PCC 13	<p><b>Idle Men and Machinery</b></p> <p><i>No claim for idle labour/idle machinery on any account shall be entertained. Similarly, no claim shall be entitled for any business loss or any such loss.</i></p>
PCC 14	<p><b>Monsoon or Flood Damage</b></p> <p><i>Damages due to earthquake, rain or flood to the works being executed under this contract shall have to be made good by the agency till the work is handed over to the Department. The responsibility for making good the damages due to earthquake, rain or flood rests with the agency. No extra payment is payable for such operations and</i></p>

	<p><i>the agency shall therefore, has to take all necessary precautions to protect the work done during the construction period.</i></p> <p><i>Contractor must bear in mind that as far as this contract is concerned provisions under Force Majeure (FM) in GCC cannot be invoked in respect of damage due to Earthquake, rain or floods. They are advised to participate only by accepting the risk involved and it shall deemed that they understood such scenario as may arise.</i></p>
<b>PCC 15</b>	<p><b><i>Unforeseeable Difficulties:</i></b></p> <p><b><i>Except as otherwise stated in the Contract:</i></b></p> <p>i) <i>The Agency shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works:</i></p> <p>ii) <i>The paramount risk is the high-water level, harsh winter conditions (frost) and the flood-like situation which may happen during the currency of contract which the contractor is advised to consider in advance before bidding.</i></p> <p>iii) <i>The Agency accepts total responsibility for having foreseen all difficulties and costs of successfully completing the work, including any measures to be adopted to counter such circumstances like use of necessary additives / admixtures as directed by Engineer I/C required for carrying out the work during sub-zero temperatures. dewatering, diversion/ring bund, etc.</i></p> <p>iv) <i>the Works: and the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.</i></p>
<b>PCC 16</b>	<p><i>The Bidders will firmly note that the items of work involved for aforesaid Work(s) shall include but not limited to the following: - dewatering / ring-bund / diversion of water coarse / tree trunks from open excavation, Nallah diversions etc. even if involved at the site of work shall not be paid. All safety arrangements shall be as per relevant standard Codes in practice and as specified in the tender documents. Construction of all access roads as required to different construction spots and construction of all temporary diversions of roads, laying of temporary Pipe crossings, maintenance of all roads and dismantling same after completion &amp; making same good. Construction of all temporary cross drains as required and construction of all temporary diversions of streams / Nallah / Canals, maintenance of all diversions etc. as per site conditions and as directed by the Engineer in charge. The rates shall include the Charges for Submission of progress photographs (digital), video graphic record through the professional person before, during &amp; after construction and progress reports in both hard and soft copies. Taking Cross-Sections / L-Sections by Auto Level / ETS before and after execution. Preparation of work abstracts of executed work, preparation of Bills. The information and data stated and incorporated in tender document is for the General guidance only and may involve result of more detailed construction drawings as per site requirements. Also Providing First Aid medical facilities to the Laborers, working staff at construction site(s) &amp; the insurance as well. Maintaining eco-friendly environmental conditions at site shall be sole responsibility of the successful bidder.</i></p>

# **Section 8**

## **Contract Forms**

### **Table of Forms**

**Letter of Acceptance.....**

**Contract Agreement .....**

**Performance Security .....**

# Letter of Acceptance

[on letter head paper of the Employer]

..... date. ....

To:..... *name and address of the Contractor*.....

Subject: ..... *Notification of Award Contract No.*.....

This is to notify you that your Bid dated.....*date* consisting of the Technical and Price Bids for execution of the. . . . . *name of the contract and identification number, as given in the Contract Data* for the Accepted Contract Amount of the equivalent of. . . . .*amount in number sand words and name of currency.* ... as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

# Contract Agreement

THIS AGREEMENT made the.....day of.....,.....,between ..... **name of the Employer**... ..(herein after “the Employer”), of the one part, and.. .. **name of the Contractor** . . ..(herein after “the Contractor”),of the other part:

***(Following is Applicable for Joint Ventures only)***

THIS AGREEMENT made the.....day of.....,.....,between ..... **name of the Employer**.....(herein after “the Employer”),of the one part, and .....**name of the Contractor**.....**JV**(hereinafter “the Contractor”) of the other part **consisting of following entities, namely**

**1(name and address)**

**2(name and address)**

**3(name and address).....each of which will be jointly and**

**Severally liable to the Employer for all obligations execution and completion under this agreement,;**

WHERE AS the Employer desires that the Works known as.....**name of the Contract**.....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the min the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - The Letter of Acceptance
  - The Letters of Technical Bid and Price Bid
  - The Addenda Nos. ... ***insert addend an umbers if any***.... .
  - The Particular Conditions
  - The General Conditions;
  - The Specification
  - The Drawings; and
  - The completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects there in inconformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Work sand the remedying of defects therein, the Contract Price or such other sum as may be come payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused his Agreement to be executed in accordance with the laws of **India** on the day, month and year indicated above.

Signed by.....  
.....

Signed by.....

For and on behalf of the Employer  
In the presence of

for and on behalf the Contractor  
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

# Performance Security

.....*Bank's Name, and Address of Issuing Branch or Office*.....  
**Beneficiary:**.....*Name and Address of Employer*.....  
**Date:**.....  
**Performance Guarantee No.:**.....

We have been informed that.....*name of the Contractor* ..... (here in after called" the Contractor")has entered into Contract No.....*reference number of the Contract*..... dated with you, for the execution of ... .. *name of contract and brief description of Works* ..... (hereinafter called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we.....*name of the Bank* hereby irrevocably under take to pay you Any sum or sums not exceeding in total an amount of. ... *name of the currency and amount in figures\**.. .... (*.....amount in words* ) such sum being pay able in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s)under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The guarantor agrees ne time extension of this guarantee for period not to exceed six months, in response to the employer's written request for such extension, such request to be presented to us, the guarantor, before the expiry of this guarantee.

This guarantee shall expire ,no later than the.....Day of.....,..... ,and any demand for Payment under it must be received by us at this office on or before that date.

.....  
*Seal of Bank and Signature(s)*

## **-Note-**

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date.