

**GOVERNMENT OF JAMMU & KASHMIR  
DEPARTMENT OF JAL SHAKTI  
IRRIGATION & FLOOD CONTROL, KASHMIR**

Hydraulic Circle .....

HQ .....

**I&FC Division .....**



**STANDARD BID DOCUMENT**

**FOR**

Bid Inviting Officer : Executive Engineer, I&FC Division

.....  
*Email:*

Bid Receiving Officer : Superintending Engineer Hydraulic Circle  
....., HQ .....

*Email:*

Head of Department : Chief Engineer [Kashmir](#) Irrigation and Flood  
Control Department Srinagar

*Email:* [ce@ifckashmir.com](mailto:ce@ifckashmir.com) & [kmrirrigation@rediffmail.com](mailto:kmrirrigation@rediffmail.com)

## **SHORT TERM NOTICE INVITING TENDER**

e-NIT No: ..... of 2026-27 Dated: ... /...../2026

For and on behalf of the Lieutenant Governor of J&K, e-tenders **(in two Cover System)** on percentage basis are invited from approved and eligible contractors for the following works to be received by the Superintending Engineer Hydraulic Circle .....

S. No	Name Of the Work	Est. Cost (in lacs)	Admn. Approval MH:4711 UT-Capex	Time of Comp.	Earnest Money (in lacs)	Tender Doc Cost(₹)
1						
2						
3						

• **Position of TS:**.....

• **Position of Funds:** Budgetary provision under UT Capex during FY 2026-27 and 2027-28.

The Bidding documents consisting of qualifying information, eligibility criteria, bill of quantities (B.O.Q), Set of terms and conditions of contract and other details can be seen/downloaded from the departmental website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule of date given below:

1.	Date of Issue of Tender Notice	<b>02/01/2026</b>
2.	Bid submission Start Date	<b>02/01/2026 from 1830 Hrs.</b>
3.	Bid Submission End Date	<b>08/01/2026 up to 1600 Hrs.</b>
4.	Date & time of opening of Technical Bids.	<b>09/01/2026 at 1200 Hrs.</b>
5.	Date & time of opening of Financial Bids	<b>After completion of Technical Evaluation.</b>

**Note:** i) The Department shall not be responsible for any delay in the online submission of bids due to any reason whatsoever. Prospective bidders are advised to thoroughly read and understand the instructions and conditions provided in the NIT/SBD, prior to submitting their bids. Submission of the tender shall be deemed as confirmation that the bidder has read, understood, and accepted all terms and conditions stipulated therein.

ii) Bidders who had applied in e-NIT 18 and were also intending to apply in e-NIT 19 against the work advertised herein after cancellation can upload the same Treasury Challan and EMD for this NIT as well if already finalised from bidder's end

**No. IFCDs/CS/**

**Dated: 02/01/2026.**

**Executive Engineer  
I&FC Division .....**

**Copy for information to the :**

1. Chief Engineer Kashmir Irrigation and Flood Control Department, Srinagar.
2. District Development commissioner ..... for information please.
3. Superintending Engineer, Hydraulic Circle, ..... for information.
4. Joint Director information Department, Srinagar for publishing the e-NIT in two local newspapers.
5. Assistant Executive Engineer \_\_\_\_\_ for information.
6. Head Draftsman/Accounts Section/Cashier/Office Notice board/Office File

**Annexure "A" to e-NIT No:        of 2026-27: *Instructions to Bidders***

1. The Bidders are advised to read all conditions laid down in the NIT carefully before uploading softcopies of the requisite documents; any short fall if found in the soft copy, the tender shall be liable for rejection.
2. In accordance with the with the Circular issued by the Finance Department, J&K Government vide No: OM No. A/24(2017)-651 Dt:07/06/2018, the condition of furnishing of hard-copies of bids immediately after submission of e-tenders is dispensed with. Hard-copies shall be only obtained from the bidder declared as L1.
3. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids.
4. Bidders are advised to download Bid Submission Manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in to acquaint bid submission process.
5. To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. Bidders can get digital certificate from any approved vendor.
6. Bidders are advised to use "***My Documents***" area in their user on www.jktenders.gov e-Tendering portal to store such documents as are required.
7. The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.
8. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. The BOQ downloaded should be inclusive of all taxes.
9. Bidders should note that if the documents uploaded/submitted on the basis of which the contract has been awarded are found fake/ not genuine at any time, the contract shall be cancelled and the contractor/ bidder shall be blacklisted for participation in this division for a period of one year besides the performance security deposited for the said work shall be forfeited.
10. **Clarification on Bidding Documents & Pre-Bid Meeting:** It will be the endeavour of the employer to make clarifications with regard to the contents of NIT/SBD. **However, there shall be no formal pre-bid meeting ( change as per requirement)**

**11. Bid Opening and Evaluation:** Bids cannot be opened before the specified date & time, even by the Bid Opening Officer. Bid opening date and time is specified during bid creation or can be extended through corrigendum. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. All Bid Opening Officers shall log-on to the portal to decrypt the bid submitted by the bidders. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire. In the event of the specified date of bid opening being declared a holiday for the Bid Inviting Officer, the bids will be opened at the same time on the next working day. In case of all the bids being non-responsive, the Bid Inviting Officer shall complete the e-Procurement process by uploading the official letter for cancellation/re-bid.

**12. Confidentiality:** Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder. Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 37 and may result in the rejection of the Bidders' bid.

**13. Clarification:** To assist in the examination, evaluation, and comparison of bids, and qualification of the bidders; the Employer may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted. No Bidder shall contact the Employer on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it shall do so in writing.

**14. Examination of Bids, and Determination of Responsiveness:** During the detailed evaluation of "Technical Bid", the Employer will determine whether each Bid:

- Access to, or possess available liquid assets and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirements for the subject contract, of the certain minimum amount specified.
- Meets the eligibility criteria defined.
- Meets the qualification criteria in accordance with the provisions defined.

- Is accompanied by the required bid cost, EMD/Bid security and the required documents mentioned in the e-NIT.
- A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
  - which affects in any substantial way the scope, quality, or performance of the Works;
  - which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
  - Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- If a Bid is not substantially responsive, it may be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- Non submission of legible documents may render the bid non-responsive.

**15. Correction of Errors:** The bid documents submitted ONLINE only shall be considered for the purposes of evaluation. As such, there shall be no arithmetical correction due to e-procurement processes.

**16. Conversion to Single Currency:** The bidder shall quote the prices in INR only.

**17. Evaluations and Comparison of Substantially Responsive Bids:** All the opened bids shall be downloaded and printed for taking up evaluation. The Employer will evaluate and compare the Financial Bids and arrange the Financial Bids in order of their value for subsequent evaluation. The bidder may be asked in writing/e-mail to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents.

The Employer may ask for any other document of historical nature during Technical evaluation of the bid; provided, in all such cases, furnishing of any document in no way alters the Bidder's price bid. The bidder shall respond in not more than number of days of issue of the clarification letter as mentioned in BDS, failing which the bid of the bidder will be evaluated on its own merit. The Employer at his discretion may ask any bidder to respond to some minor infirmity and/or irregularity and/or non-conformity which might include a missing page/attachment or illegibility in an uploaded document provided they

don't constitute any material deviations. Such minor irregularity can be waived of so that fair and transparent competition is not vitiated.

The bidder shall respond in not more than number of days of issue of the clarification letter as mentioned in BDS, failing which the bid of the bidder will be evaluated on its own merit.

The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders. The Employer will evaluate bid and finalize list of responsive bidders. The Financial Bids of the technically responsive bidders shall be opened on the due date and time of opening.

Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC anywhere.

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

**22.1** The Bidder shall furnish, a Bid security for this particular work in one of the following forms.

- a. Deposit call Receipt from any scheduled Indian Bank. (CDR)
- b. Bank Guarantee from any scheduled Indian Bank, (BG)
- c. Fixed Deposit Receipt issued by any Scheduled Indian Bank. (FDR)

**22.2** The bidder shall scan all the written/printed pages of the bid security and upload the same in portable document format (PDF) to the system in designated place of the Technical Bid. Furnishing scanned copy of such documents is mandatory.

**22.3** The Bid Security may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
- b. if the Bidder, in the event of being the successful Bidder, fails within the specified time limit to
  - (i) sign the Agreement, and/or
  - (ii) Furnish the required Performance Security.

**22.4** The bid security of unsuccessful bidders shall be returned in accordance with the rules for same under GFR-2017.

**22.5** The Bid Security of the successful bidder will be discharged when the bidder has furnished the required Performance Security.

**22.6** Combined bid security for more than one work is not acceptable.

**23 Performance Security:** The successful bidder shall have to produce Performance Security in shape of CDR/FDR/bank guarantee pledged to Superintending Engineer Hydraulic Circle .....HQ:..... from any scheduled or nationalized bank @ **3% of the value of the contract** at the time of fixing contract, Performance Security should remain valid for a period of 60 (sixty) days beyond the Defect Liability Period (DLP). The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract.

**24 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.

**Note: The Additional Performance Security shall be treated as a part of Performance Security.**

- 25. Employer's Right to accept any Bid and to reject any or all Bids** The Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without assigning any reason there for and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.
- 26.** Nothing shall be paid on account of Dewatering/Diversion or Construction of Ring Bund. The contractor shall quote the rates accordingly.
- 27. Site Visit:** The bidder at his own responsibility and risk should visit and examine the site of the work and its surroundings before submission of bid and the submission of bid by him shall be deemed to imply that he has read, understood, and abided by the conditions stated in the NIT.
- 28. Amendment of bidding document:** Before the deadline for submission of bids the employer may modify the bidding documents by issuing corrigendum.
- 29.** Conditional Bids and bids not meeting the qualifying criteria as laid down in NIT/SBD shall be summarily rejected.

**ANNEXURE – “B”**  
**DOCUMENTS COMPRISING TECHNICAL BID (Cover 1<sup>st</sup>)**

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The e-tender documents of conforming proposals shall be uploaded in two separate Covers viz. Cover 1<sup>st</sup> containing Technical Bid (Cover 1<sup>st</sup>) and Cover 2<sup>nd</sup> containing BOQ (Cover 2<sup>nd</sup>).

The Technical Bid (Cover 1<sup>st</sup>) shall consist of following documents and pre-qualification criteria (PQC), as elaborated below:

1. Scanned copy of valid Registration card as per eligibility mentioned in the main NIT, registered with J&K Government, or CPWD or Railways or other States/UT's/Central Government organization duly renewed for current year.
2. Scanned copy of tender fee as mentioned against the work(s) in the main NIT in the shape of Treasury Receipt **(MH-0702)** in favour **Executive Engineer I&FC Division** ..... with NIT No. and name of work written on it.
3. Scanned copy of EMD/Bid Security against each work as mentioned in the main NIT in the shape of CDR/FDR/BG pledged to **Superintending Engineer Hydraulic Circle** ..... The issuing date of CDR/FDR uploaded must be between issuing date and Bid Submission end date of NIT. The validity of the same should not be less than the bid validity of 90 days.
4. Scanned copy of the latest Income tax return certificate. Latest shall mean in correlation with the date of the publishing of the bid.
5. Scanned copy GST return in FORM GST-3B of the last quarter/ last month. Latest shall mean in correlation with the date of the publishing of the bid.
6. Copy of Permanent Account Number (PAN) issued by Income Tax department.
7. Affidavit/undertaking of not having been black-listed by any Govt./Semi Govt. Organization/Corporation at any stage and/or debarred by the department of UT of J&K PHE/I&FC/(R&B)/PMGSY etc or any other central govt. Department or PSU etc.
8. Affidavit/undertaking that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
9. An undertaking that he has gone through whole BID document & agrees to all the terms and conditions of bidding document including the technical requirements and in case there is anything contradiction in his technical proposal with respect to the conditions of bidding document, the latter shall prevail.
10. Scanned copy of similar experience certificate of having successfully completed or substantially completed similar nature work during last seven years ending last day of

the month, preceding to the one in which tenders are invited. The details of the same shall be in accordance with **Annexure C (Prequalification Criteria)**.

11. Financial turnover of last three years as per **Annexure-C (Prequalification Criteria)**
12. Details of his available bid capacity with an undertaking that his available bid capacity, is equal or more than the advertised value of the work.
13. List of similar works completed / substantially completed during previous 7 years duly supported with the completion certificate from the authority (not less than the rank of Executive Engineer or equivalent) for whom work has been completed and information shall include name of work, estimated cost, date of start and date of completion.

**ANNEXURE – “C”**  
**PREQUALIFICATION CRITERIA FOR THE WORKS**  
**UNDER TECHNICAL COVER**

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**1. Similar Work Experience Criteria:**

The applicant should have:

Successfully completed or substantially completed similar works (in the same name and style with which the bidder is applying for this bid) during last seven years ending last day of month previous to the one in which bids are invited should be either of the following:

- 1.1. Three similar completed/ substantially completed works costing not less than the amount equal to 40 (forty) percent of the advertised cost; **(OR)**
- 1.2. Two similar completed/ substantially completed works costing not less than the amount equal to 50 (fifty) percent of the advertised cost; **(OR)**
- 1.3. One similar completed work/ substantially completed costing not less than the amount equal to 80 (eighty) percent of the advertised cost; and

**2. Definition of “similar work”:** All types of Flood Protection Works, bridge foundations spanning more than 25 mts, PHE/Irrigation Lift Schemes, dewatering stations, Drainage works, Micro/Mini Hydel Projects & its allied works, regulating gates on canals, rivers, nallahs, crate protection works in Rivers/Nallahs, river training works, revetments, 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.
- 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.
- 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.
- 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.

- 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
- 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 eight percent rate per annum, calculated from the date of completion to the date of Bid opening.

**3. Financial Capabilities:** The applicant should have: -

- 3.1 Access to, or possess available liquid assets and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirements for the subject contract, of the certain minimum amount specified. In this scenario, a letter of credit facility issued by any registered financial institution be annexed specifically for the instant work against the estimated value of work.
- 3.2 adequate sources of finance to meet the cash flow requirements of works currently in progress and for future contract commitments; and
- 3.3 Financial soundness as established by audited balance sheets and/ or financial statements. **Average Annual Financial Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least 30% of the advertised cost. The details of the Turnover shall be provided as per Format-04 of the qualification forms duly certified by Chartered Accountant.**

**4. Joint Venture:**

**Bids from joint ventures are not allowed.**

**5. Available Bid Capacity:**

The bidder should possess the bidding capacity as calculated by the specified formula which should not be less than the Advt. cost. The formula to be used is:

**Available bid capacity = A x M x N -B, where**

A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress.

M = Multiplier Factor (2.5)

**N = .....** (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 (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.

**The Documents to be uploaded for evaluating the Bid capacity**

- List of completed works in last 05 years as per **Format 09** enclosed along with supporting documents.
- List of existing commitments and ongoing works as per **Format 10** in qualification forms.

### **Annexure D : General Conditions of Contract**

1. The Date of Start of work shall be reckoned within three days from the date of issuance of allotment/ Letter of intent. In case the agency fails to execute the work, the deposits in the shape of performance Security shall be liable for forfeiture besides the Contractor will be suspended for participation in the tendering process in this department for a period of one year from the bid due date of this work without serving any notice.
2. The Contractor shall have to arrange all the key construction material for successful completion of the work. No Departmental supply shall be issued.
3. The work should be executed within the time limit as stipulated in the NIT.
4. In case if the contractor fails to execute the work as per condition and time limit prescribed in the NIT. The work shall be put to fresh tenders at his risk and cost, besides debarring from participation in tendering process. In addition to imposition of penalty as warranted under rules.
5. **Penalty for delay in completion:** In case of delay in completion of work beyond stipulated period of completion, penalty shall be decided as per Manual for Procurement of Works 2022.
6. **Advance Payments:** No Mobilization /Equipment Advance shall be paid.
7. **Secured Advance:** No Secured Advance is admissible / Payable.
8. In accordance with the Government of Jammu & Kashmir-Finance Department **Circular No: 01 (Adm) FD of 2025\_Dated: 08/07/2025**, every participating supplier/contractor has to mandatorily disclose the bank account number which is linked with their GSTIN at the time of bid submission. **No payments shall be released by the Government Department/Agency to any other bank account except the one linked with the GST registered number of the successful bidder.**
9. **Taxes:** All statutory taxes including GST, Income Tax, Labour-cess and any other tax shall be deducted from the running bills of the successful tenderer and shall be borne by the successful tenderer.
10. **Schedule of payment:** The payment schedule shall be fixed after award of contract in favour of successful bidder, on the basis of availability of funds and value of work executed, shall be determined by the Engineer.
11. The **security deposit/retention money** shall be deducted @**10%** from running bill payments of the contractor, 50% of which shall be released after successful completion of work. Rest of the amount will be released after expiry of Defect Liability Period subject

to satisfactory performance report by Engineer Incharge.

12. **Defect Liability Period (DLP):** The contractor should be responsible to maintain the work within the Defective Liability Period, which unless specified otherwise, shall be reckoned as **12 months** after Date of Completion. The **Date of Completion** of the works shall be taken financially as recorded by the concerned Assistant Executive Engineer in the works register maintained by him for the said works.
13. **Restoration of work:** On completion of contract the contractor shall be responsible to remove all un-used material and restore all the surrounding to their original position at his own cost.
14. **Arbitration:** If an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through arbitration as per the Indian Arbitration and Conciliation Act, 1996 [Amended 2015 and 2021].
15. **Safety:** The contractor shall be responsible for safety of all activities at site of work, including the labour deployed by him.
16. **Insurance** cover to Labour/Machinery/Work/Plant/Material/Equipment by the contractor shall be mandatory.
17. **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
18. **Tests:** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost and nothing extra shall be paid.
19. **Time Extension:**
  - The work is to be completed within the time limit specified in the NIT and the time of completion will also increase/decrease in proportion with additional/ deleted quantum of work depending upon the actual quantum of work.
  - Request for extension of time shall be made by the contractor in writing not later than fifteen days of happening of the event causing delay. The contractor shall also indicate in such a requested the period for which extension is desired.
  - Abnormal/bad weather of serious loss of damage by fire of Civil commotion, strike or lockout (other than among the labour engaged) affecting any or the trades employed on the work, or non-availability of departmental stores. Any other cause which in the absolute discretion of the accepting authority is beyond the contractor's desire.

- On contractor's representation based on the grounds as detailed above the time for completion of the work may be extended by a period considered reasonable by the Department.
  - Extension of time shall be also admissible in the event of temporary suspension of work.
  - In the event of grant of extension of time the contract price shall remain unchanged. No extra payment shall be paid on account of idling charges of the men and machinery.
20. Failure on part of the contractor to fulfill his obligations of maintenance schedules shall result in forfeiture of the Performance Security deposits held for this purpose for this work.
21. **Termination:** - The employer may terminate the contract if the contractor causes a fundamental breach of the contract which includes:
- Continuous stoppage of Work for a period of 30 days without authorization of Engineer in- charge.
  - Contractor is declared bankrupt.
  - Any evidence of involvement of contractor in corrupt practices.
  - If the contractor indulges in willful disregard of the quality control measures put in place by the department.
  - Contractor delays the completion of work beyond stipulated time of completion.
22. Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tender for the balance work at the risk and cost of defaulter contractor.\
23. The bidder has to comply with following labour laws as per the applicability: -
- i. the Code on Wages, 2019.
  - ii. the Industrial Relations Code, 2020
  - iii. the Code on Social Security, 2020
  - iv. the Occupational Safety, Health and Working Conditions Code, 2020.
24. **Court's Jurisdiction:** -In case of any disputes/differences between contractor and Department the jurisdiction shall be of Srinagar Courts only.
25. All other terms and conditions same as laid down in the PWD Form 25-Double shall also remain in force.

**26. The tender opening authority reserves the right to accept or reject any or all tenders or any part of any tender without assigning reason thereof.**

**27. Cost & Sufficiency of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs. The bid amount to be quoted by the bidder shall be inclusive of all costs including GST, other taxes as applicable to procurement of works, royalty, duties & other ancillary works mentioned in the documents or otherwise required at site. No claim whatsoever in this connection shall be entertained. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works as well as Operation and Maintenance Costs.

**28. Traffic regulations:**

The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.

**29. Supply of Material**

- The contractor shall make his own arrangement of all key construction material including cement, aggregates, reinforcing steel, Gabions, Geo-Synthetics/Geo-bags, 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 inspect or examine all such materials. The contractor shall provide reasonable assistance for inspection or examination as may be required. The contractor shall keep an accurate record for use of materials like Gabions, Geo-Synthetics/Geo-bags, used in works in a manner prescribed by the Engineer. The Geo synthetics so supplied should be marked with BIS certification.

**30. Stacking, Storing and Guarding of Materials**

- The stacking and storage of materials at site 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.
- 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.

- The Contractor shall at his own expenses, engage watchmen for guarding the materials, plant, machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.
  - No materials brought to the site shall be removed from the site without the prior approval of the Engineer- in-charge.
  - 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 one 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.
  - 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 slip down on embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained..
- Rejection of Material**
- 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.
  - 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 from site by the Contractor at his own cost.

### **31. Supply of Colour Record Photographs and Albums**

- 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.

### **32. Videography**

- Contractor shall supply video films/video C.D./Digital Photograph before starting 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.

### **33. Indemnity**

- 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.

### **34. Testing of Materials/Embankment**

#### **a) Embankments:**

- In order to ensure quality control of embankments, compaction tests, as required for achieving Maximum Dry Density (MDD) corresponding to the Optimum Moisture Content (OMC), shall be carried out at site by the contractor in accordance with IS:11532 (1995) and other relevant IS codes.

#### **b) Materials:**

- 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.
- 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.
- 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.

- The periodical test to be carried out on material shall be specified by the Engineer from time to time 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.
- 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.
- The quality and quantity of material shall be responsibility of the contractor, irrespective of the tests being good.
- The agency before supply of the materials particularly Gabions, Geobags & Geofabric has to get Third party certification done from any BIS or NABL Certified/Accredited facility or laboratory. The tests so conducted for Mechanical, Hydraulic & Physical characteristics for its various parameters, should in accordance with the relevant standard codes. The results of such tests conducted should be made available to the department/ Engineer-in-Charge and the material shall be brought to the site only if the results are found satisfactory by the department.
- The actual supplied material with regard to the Gabions, Geobags & Geofabric shall be put to Third Party Inspection check and shall again be got re-tested by selecting a random batch from supplied material and its frequency shall be in accordance with the relevant standard codes.

The cost on a/c of such Inspections/All Testing is to be borne by the Contractor/agency himself.

**35. Royalty Clearance:** The contractor shall be required to obtain the Royalty Clearance Certificate from the Department of Geology & Mining in respect of the minor minerals such as RBM, Nallah muck, boulders, aggregates, sand, clay, nallah-bajri, quarry-stones etc, as applicable to the work. In the absence of said certificate, no payment shall be released to the contractor.

### **36. Third Party Inspection**

- 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.

### **37. Monsoon or Flood Damage**

- Damages due to 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 rain or flood rests with the agency. No extra payment is payable for such operations and the agency shall therefore, has to take all necessary precautions to protect the work done during the construction period.
- 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 rain or floods. They are advised to participate only by accepting the risk involved and it shall be deemed that they understood such scenario as may arise.

### **38. Unforeseeable Difficulties:**

Except as otherwise stated in the Contract:

- 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:
- ii) The paramount risk is the high-water level, harsh winter conditions (like frost etc.), flood situation, etc., which may happen during the currency of contract which the contractor is advised to consider in advance before bidding.
- iii) by signing the Contract, 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.
- iv) the Works: and the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.

**39. Specification/Quality Control:** All items of works shall conform to Specifications as per IRC/MORTH/ NBO/ CPWD/ SSR/ Any other prescribed specifications.

40. **Damage to the work:** In the event of any damage to the work, during or after the completion of work before completion of DLP, on account of any natural event like floods, Earthquake or any Anthropogenic Activity or any other happening beyond the command and control of the department, the agency shall not be entitled to the payment of any such unpaid work done & shall make good the same before claiming its payment or release of any security or bill deposit. Nothing extra will be paid on the account by the Department.
41. The execution of the work shall in no way violate any of the sections of the J&K Water Resources (M&R) Act 2010.
42. **Laws Governing the Contract: -**  
The contract shall be governed by Laws of the land.
43. **Acceptance:** The Superintending Engineer Hydraulic Circle Sgr/ Gbl H.Q Srinagar reserves the right to reject or accept any or all tenders in part or in full without assigning any reasons thereof.
44. **Typographical Error:**  
For any topographical error or omission in the various conditions and contents of this tender document the interpretation as given by the Department will be final and binding upon the Tenderer.
45. **Force Majeure:**  
Failure or omission to carry out the provision of the contract shall not give rise to any claim by the Department or the Agency one against the other, if such failure or omission arises from the act of God, which shall include all natural calamities, such as fire, flood, earthquake, hurricane or any pestilence or from civil strike, compliance with any statutory regulation of Govt. Lockouts and Strikes from any Political or other reasons beyond the control of either the Department or the agency including War (whether declared or not) Civil War or state of Insurrection. This clause shall have the effect of the condoning delays only on the part of the Tendering Agency in performing the contract.
46. **Liquidated damages: -**  
In the event of firm's failing, declining, neglecting or delaying the supplies /works or in the event of any damage occurring or being caused by the firm/ joint venture or in the event of any default or failure by the firm in complying with any of the terms and conditions of the contract, the department shall with or without prejudice to any other remedies to it under any law for the time being enforce in the UT.
- 46.1 Terminate the contract after 15 days' notice

And / or

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

And / or

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

And / or

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

46.5 And/or

46.6 Forfeit the performance security and blacklist the firm

47. **Payments:**

Payments will be made to the Agency after the submission of bills provided that the bill is prepared in accordance with the rules of the State P.W.D. and is complete in all respects. The final bill shall be submitted by the agency within three months of the date of completion of the works and taking over of the same by the department and payment shall be made subject to the availability of funds under the object head of account.

48. **Price Escalation:**

No price escalation in the price of labour material, POL or any statutory increase shall be entitled. The rates allotted in the contract shall be firm/final till successful completion of the contract. Nothing shall be paid on a/c of diversion of water or Pumping out of water.

49. **Facilities:**

The successful tenderer shall have to arrange, construct and maintain at his own cost necessary walkways, platform, ladders, stairways, water and other facilities of usual and suitable character for all operations of construction and inspection.

50. **Mobilization/ Machinery Advance:**

The department shall not pay any advance on account of mobilization of machinery or manpower.

51. **Uncovering and Making Opening:**

The contractor shall for the purpose of inspection & tests uncover any part of the works or make opening in or through the same as the Executive Engineer or Engineer I/C may, from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Executive Engineer/ Engineer I/C. All expenditures incurred

in respect of providing and making good such opening shall be borne by the contractor and in case of failure, the same shall be made good at the cost of expenses of the contractor.

52. **Defective and Bad workmanship:**

If it shall appear to the Executive Engineer or Engineer I/C that any work has been executed with unsound, imperfect or bad workmanship or with materials of any inferior description, the contractor shall, when directed in writing by the Executive Engineer/Engineer In charge forthwith rectify with sound and specified materials and workmanship and provide proper and suitable material at his own cost notwithstanding the fact that the same may have been inadvertently passed/ certified or paid for previously. In the event of his failing to do so within the specified period, the contractor shall be liable to the penalty provided for in this document and the Executive Engineer or Engineer I/C shall get it rectified or removed and re-execute the work or remove and replace the same as the case may be at the risk and cost of contractor.

53. **Damages to infrastructure during or after execution:**

If the contractor or his workers or his servants break, injure or destroy any part of structure or any other property in the vicinity of the work belonging to any person or Department/ Authority, on which they may be working, such structure road kerbs, embankments, fence enclosure, Canal, water pipes, cables drains, electric parts shall make the same good at his own cost and in consultation with the Engineer I/C shall cause the same to be made good and deduct the cost thereof from any sum that may be due to the contractor under the contract from his security deposit.

54. **Keeping Foundation and Works Free from Water:**

The contractor shall provide and maintain at his own cost/ expense electricity or other power-driven pumps and/ or other plant to the satisfaction of the Engineer I/C for keeping the foundation works free from the water, until the works are taken over by the department duly completed. The contractor shall arrange for the disposal of water accumulated at the site of work to the satisfaction of the Engineer I/C and the authorities concerned.

55. **Water and Power Arrangements:**

The Agency shall make the arrangement at his own costs and expenses for the supply of water required for works and for the use of his staff and workmen. The expenses for the use of electric energy for either to operate any appliances or for any other purpose in connection with the execution of this contract shall also be borne by the agency. The agency shall be responsible for any power break-down and the agency

shall arrange for suitable substitute by way of keeping available D.G. set during any breakdown.

**56. Stoppage of work: -**

If the work is suspended for some time on account of bad weather, floods, earthquake or fire or non- availability of material or tools and plants etc. or due to any cause beyond the control of the Contractor and the department, no compensation shall be paid to the Contractor on account of the afore-said reasons but a reasonable extension in time may be granted at the request of the agency.

**57. Equipment's and Material:**

The Agency shall at its own cost procure, supply and transport to site all materials etc. required for the works and bear all loading and unloading, storage and other incidental charges and taxes payable thereof. The contractor shall arrange on his own all machinery like lifting and hauling equipment's, welding and pneumatic equipment's, special tools/ plant and Engineering stores required for the work.

**58. Payments to Labour:**

The Contractor shall have to undertake to make timely payments to all the labour engaged by him. Should the Executive Engineer receive a complaint from labourer's for payments being withheld or deducted, he will pay the labour himself and deduct the amount from the dues/ deposits of the Contractor.

**59. Alteration, Additions & Variations: -**

The Engineer I/C with the approval of Executive Engineer may make any variation of the form, quality and quantity of the work or any part thereof that may, in his opinion be necessary or desirable. The engineer I/C shall be empowered with the prior permission of Executive Engineer to order the Contractor to do any of the followings:

- Increase or decrease in the quantity of any work included in contract.
- Omit any portion of work.
- Change the character or quality or kind of any work. Change the levels, lines, positions and dimensions of any part of the works and no such variations aforesaid shall in any way revalidate the contract. No such variations shall be made by the contractors of his own without an order in writing of the Executive Engineer I/C. If at any time after the commencement of the work, the Engineer I/C for any reason whatsoever does require the above-mentioned changes to be carried out the (Engineer I/C) shall give the notice in writing in this behalf to the contractor. The contractor shall not also claim any compensation by reasons of any alterations having been made in the original specifications, drawings, designs and instructions which involve any curtailment or in

addition of the works as originally contemplated. The Engineer I/C with the approval of the Executive Engineer shall authorize the contractor in writing to perform any extra items of work or furnish extra materials not covered by the specifications or not included in the schedule annexed hereto but forming inseparable part of the works under the contract. If the contract does not contain any rates applicable to the extra or additional work then reasonable rates as specified here under shall be fixed by the Executive Engineer or Engineer I/C by analyzing from the nearest item in the contract. Item not covered by the above provision shall be paid by analysis based on rates of labour and materials required for the completion of work at market rates plus 10% contractor's profit. For this purpose, the contractor shall keep and maintain in such form as the Executive Engineer shall direct a correct account of cost supported by sufficient details. The rates for these extra items as approved by the Executive Engineer shall be final and binding on the contractor.

60. **Subletting:**

The Contractor shall not assign or sublet the works in whole or in part to any agency without the written permission of the Superintending Engineer and if the contractor shall assign or sublet this contract or attempt to do so or become insolvent or commence any insolvency proceedings to make any composition with his creditors or attempt to do so or if and bribe gratuity gift, loan, pre-requisite reward, or advantage, pecuniary or otherwise shall directly or indirectly be given promised or offered by the contractor or any of his servants, or agents to any public officer or person in the employment of Govt. servants, in any way relation to his office. The contractor may adopt piece work system in respect of supply materials of supply equipment's of special nature but shall be fully responsible to the Govt. for the acts, omissions of the piece worker and or person either directly or indirectly employed.

61. **Local Laws and Rules: -**

The Contractor shall abide by all the regulations and laws of Forest, Mining deptt., Revenue, Fisheries and other Departments including Municipalities, town Area Committees etc. For any relevant violation, he will be liable to be dealt under the relevant laws. No compensation whatsoever on this account shall be payable to the contractor by the Department.

62. **Bidder's risk and Insurance:**

The contractor shall at the time of execution of the agreement insure at his cost the works and keep them insured until the virtual completion and handing over the works to the department against loss or damage by fire, through any insurance company to

be approved by the department in the joint names of the government and contractor (the names of the former being placed first in the policy) for the amount of the work done at any stage. The contractor shall deposit the policy and the receipt for the premium paid by him with the department. The goods shall be insured with National Insurance Company against all transit/risk right up to destination (site of work) and the price quoted shall include insurance charge. No such charge shall be paid by the department separately, but the contractor shall submit the insurance policy along with the bill/invoice in token of proof that goods have been insured.

63. **Agreement: -**

As soon as letter of award is communicated to the firm, an agreement shall be drawn between the Contractor/ Firm (successful tendering Contractor) and the department immediately incorporating the terms and conditions of this contract, which shall be final and binding upon the Contractor / Firm and failure to execute the agreement, shall not prevent the contract being enforced against them. However, delay in the Departments conveying approval to the agreement shall not be the reason of withholding payments and issue of the materials required for the work.

64. **Octroi & other levies:**

All incidental charges including entry tax, toll tax, terminal tax and other levies on all the supplies made or otherwise shall be responsibility of the successful tenderer.

65. **Recovering of due Amount: -**

Whenever any claim, against the contractor for the payment of any sum of money arises under the contract, the department shall be entitled to recover such sum by appropriating in part in whole from the security deposit of the contractor or from any sum that may be due to him should the aforesaid sums be insufficient to cover the full recovery, the contractor shall pay to the Govt. on demand the balance amount or shall be recovered from him as arrears of land revenue.

66. **Safety of Govt. infrastructures: -**

Proper care has to been taken during excavation so that the underground utilities telephone cables, pipes lines, sewers etc. are not damaged. In case of any damage of such utility the same shall have to be rectified by the contractor without any extra cost or claim thereof.

67. **Watch and ward of works:**

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

68. **Storage at site:**

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

69. **Cleaning:**

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

70. **False information:** Any tenderer found to have been participating by furnishing false information to the department, the tenderer shall be liable for cancellation and such bidder's shall be invoked as and when it comes to the notice of the department even during the execution of the contract.

71. In case, any of the above conditions laid are in contravention with any clause of the GFR-2017 or Manual for procurement of works-2022, the relevant clause of the later shall prevail. The same shall be applicable in case any condition not laid down in the NIT but required in evaluation of Bids, fixation of contract or execution of work.

72. The Intending bidders who wish to visit the proposed site of construction or wish to see design / drawings shall report to Office of Executive Engineer for the same.

73. **All other terms & Conditions otherwise not mentioned in this SBD/e-NIT shall hold good and shall be the same as stated in Manual for Procurement of Works 2022, GFR 2017, and other guidelines issued by the Government, CVC etc. from time to time.**

Sd/-  
Executive Engineer  
I&FC .....  
.....

## QUALIFICATION FORMS

Qualification document as detailed below, complete in all respects, should be submitted online scanned copies as per the stipulations:

**A. Pre-qualification document contains following forms**

1. FORMAT-01 = Form of Bid
  2. FORMAT-02 = General Information
  3. FORMAT-03 = Average Annual Turnover
  4. FORMAT-04 = Similar Work experience
  5. FORMAT-05 = Bank Certificate
  6. FORMAT-06 = Affidavit/Undertaking
  7. FORMAT-07 = Bid Security (Bank Gaurantee)
  8. FORMAT-08 = Details of Works of Civil Engg. Works in last five years.
  9. FORMAT-09 = Existing Commitments/Ongoing Works.
  10. FORMAT-10 = Performance Security.
  11. Format-11 = Work Preference Form.
- B. If necessary, additional sheets can be added to the schedules. Such attachments should be clearly marked as follows:  
'Attachment 1 to Form (1-2), Attachment 2 to Form (2-5)' etc.
- C. While submitting the Qualification Information duly filled in, applicant shall enclose latest copies of brochures of their firms and technical documentation if any giving additional information and proper reference to the brochures.
- D. Each page of Qualification information shall be duly signed by the applicant or his authorized representative.
- E. Costs incurred by applicant(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Employer.
- F. Incomplete bids shall be summarily rejected.
- G. The language for submission of application shall be English.
- H. The enclosed Forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- I. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupees only.
- J. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- K. If the bid is made by a limited company or a corporation, it shall be signed by a duly authorized person holding the proper/legal and valid authorization for signing the application, in which case a certified copy of the proper/legal and valid authorization should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence like copy of Certificate of Incorporation before the contract is awarded.
- L. The information furnished must be sufficient for the satisfaction of the Employer to show that the bidder is capable in all respects to successfully complete the envisaged work.

# FORMAT 01 FORM OF BID

Name of Work: \_\_\_\_\_

## BID

To:

**The Superintending Engineer,  
Hydraulic Circle**

.....

1. I/We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/us online in financial bid.
2. I/We undertake if our Bid is accepted to commence the works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised of the works comprised in the contract within the time stated in the document.
3. I/We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of 2025

Signature \_\_\_\_\_ in the capacity of  
\_\_\_\_\_

Duly authorized to sign bids for and on behalf of (in block capitals or typed)

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

# FORMAT-02

## GENERAL INFORMATION

All individual bidders for the Work are requested to complete the information in this form.

1.	Name of firm / Registration Card Holder
2.	Head / Registered office Address Telephone No . Working E-mail : WhatsApp No.
3.	Name of Contact Person (s) Correspondence E-mail Whatsapp No.

(Applicant/Bidder)

**FORMAT-03**  
**ANNUAL TURNOVER**

Name of Applicant:

**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.*

# FORMAT-04

## 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		
Allotment No.			
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.

## FORMAT-05

### FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF OVERDRAFT/CREDIT FACILITIES

### BANK CERTIFICATE

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

If the contract for the Project/Work, namely “ \_\_\_\_\_  
\_\_\_\_\_ ” is awarded to  
the above firm, we shall be able to provide overdraft/credit facilities to the extent of  
10% of advertised cost amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_) to meet their  
working capital requirements for executing the above contract.

Name of the Bank : \_\_\_\_\_  
Senior Bank Manager : \_\_\_\_\_  
Address of the Bank : \_\_\_\_\_  
Phone & Fax No. : \_\_\_\_\_  
Email. : \_\_\_\_\_

## FORMAT-06

### AFFIDAVIT/UNDERTAKING\*

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
3. The undersigned understand(s) and agree(s) that further qualifying information may be requested and agrees to furnish any such information at the request of the Department / Project/Work implementing agency.
4. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the Project/Work, as desired by the Engineer/Employer.
5. The undersigned also hereby certifies that our firm M/s: \_\_\_\_\_ have not been Black-listed by any Govt. /Semi Govt. Organization/Corporation at any stage and/or debarred by the department in UT of J&K.

(Signed by an Authorized Officer of the Firm): \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Date: \_\_\_\_\_

\* To be executed on a non-judicial stamp paper

# FORMAT-07

## BID SECURITY (BANK GUARANTEE)

WHEREAS \_\_\_\_\_ [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated: \_\_\_\_ [date] for the construction of \_\_\_\_\_ [name of Contract hereinafter called “the Bid”].

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto \_\_\_\_\_ [name of Employer] (hereinafter 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 2022.

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 up to and including the date **45 days** after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders 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.*

## FORMAT-08

Details of Eligible Similar Nature of works completed during the last five years ending  
**previous Day of last Day of submission of tenders**

<b>S. No</b>	<b>Name of Work/ Project and Location</b>	<b>Name of the Employer</b>	<b>Allotment No and Date</b>	<b>Value of Work. (Rs in Lacs)</b>	<b>Stipulated Period of Completion</b>	<b>Actual Date of Completion</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

I certify that the information submitted above is correct to the best of my knowledge. In the event any information is found to be incorrect/concealed/misleading, my bid shall be liable to rejection.

**(Signature of Bidder)**

## FORMAT-09

### Existing Commitments/ List of Ongoing Works

S.No	Name of Work/ Project and Location	Name & Address of Employer	Allotment No & Date	Value of work (Rs. In Lacs)	Value of Works remaining to be completed (Rs in Lacs)	Anticipated Date of Completion.	Remarks
1	2	3	4	5	6	7	8

I certify that the information submitted above is correct to the best of my knowledge. In the event any information is found to be incorrect/concealed/misleading, my bid shall be liable to rejection.

**Signature of Bidder**

# Format 10

## PERFORMANCE SECURITY (BANK GUARANTEE)

To

\_\_\_\_\_ [Name of Employer]

\_\_\_\_\_ [Address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] hereafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated: \_\_\_\_\_ to execute [name of the contract and brief description of work] (hereinafter called "the Contract)

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of [amount of guarantee]\* (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to showground's or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_