



Union Territory of Jammu & Kashmir
OFFICE OF THE CHIEF ENGINEER PWD(R&B) JAMMU ZONE
 (Phone No. 0191-2471788, Fax No. 0191-2471866)

NOTICE INVITING TENDERS

e-NIT No.04 of 2026-27 Dated 09.06.2026

For and on behalf of the Lt. Governor, J&K Union Territory e-tenders are invited on **percentage rate basis** from approved and eligible Contractors registered with **Union Territory of J&K/CPWD / BRO/ Railways/ MES and other State/ Central Government** for the work mentioned below:-

| S.No | Name of Work | Advertised cost (Rs. In lacs) | Cost of document (in Rs.) | Earnest Money Deposit in the form of CDR/FDR | Time Allowed for completion | Time and date of opening of tender | Class of Contractor |
|------|--|-------------------------------|---------------------------|--|-----------------------------|------------------------------------|---------------------|
| 1 | Construction of Government Homeopathic Medical College and Associated Hospital at Village Rakh Hoshiyari, District Kathua. | 5145.98 | 6000/- | 2% of the advertised cost | 18 Months | (1200 Hrs) on or after 03.07.2026 | 'A' Class |

Position of AAA = *Accorded*
Technical Sanction = *Accorded*
Project Authority = *Health and Medical Education Department.*
R&B Division = *PWD(R&B) Division Kathua*

The Bidding documents consist of qualifying information, eligibility criteria, specifications, bill of quantities (B.O.Q), Set of terms and conditions of contract and other details can be seen/downloaded from the departmental website <http://jktenders.gov.in> as per below schedule:-

| | | |
|----|---|---|
| 1. | Bid submission Start Date | 09.06.2026 (time of start is mentioned on portal) |
| 2. | Date, Time and place of pre-bid meeting | 12.06.2026 in the Office of the Chief Engineer PW (R&B) Department, Jammu (time is mentioned on portal) |
| 3. | Bid Submission End Date | 02.07.2026 (time of closing is mentioned on portal) |
| 4. | Date & time of opening of Technical Bids (Online) | 03.07.2026 in the Office of the Chief Engineer PW (R&B) Department, Jammu (time of opening is mentioned on portal) |

- Bids must be accompanied with cost of Tender document in shape of challan through Treasury indicating the name of work and e-NIT No. favouring Chief Accounts Officer, PW (R&B)Department, Jammu Zone by crediting to 0059-PWD (Revenue) issued after issuance of e-NIT No. & Date** uploading a copy of treasury challan/receipt issued after the advertisement of e-NIT. The date on challan should be between date of start of bid submission and bid submission end date.
- The date and time of opening of Financial-Bid shall be notified on Web Site www.jktenders.gov.in and conveyed to the bidders automatically through an e-mail message on their e-mail address. The **Financial-bids of Responsive bidders** shall be opened online in the

Office of the Chief Engineer, PW (R&B) Department, Jammu Zone. The date for same shall be intimated separately.

3. The bids for the work shall remain **valid for a period of 90 days from the date of opening of Technical bids.**
4. **Instruction to bidders regarding e-tendering process:-**
 - 4.1 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.
 - 4.2. 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 vendors.
 - 4.3. The bidders have to submit their bids online in electronic format with digital Signature. No financial bid will be accepted in physical form.
 - 4.4. Bidders must ensure to upload scanned copy of all necessary documents mentioned in e-NIT and SBD as a part of technical bid.
 - 4.5. The bidders have to raise query in writing against any clause of SBD/e-NIT only on the day/time of pre-bid meeting prescribed in the e-NIT. No objections against SBD/e-NIT shall be entertained post pre-bid meeting and the same shall be rejected outrightly without assigning any reason whatsoever.

Note: - Scan all the documents on 100 dpi with black and white option.

5. The department will not be responsible for delay in online submission due to any reasons.
6. EMD in shape of FDR/CDR/BG pledged to Chief Accounts Officer PW (R&B) Department, Jammu Zone should be 2% of the advertised cost & must be uploaded with the bid **and the same shall be released after declaration of L1. The EMD shall be valid for 45 days beyond the bid validity period from the date of opening of technical bid. The earnest money shall be forfeited if:**
 - a. **Any bidder/tenderer withdraws his bid/tender during the period of bid validity or makes any modifications in the terms and conditions of the bid.**
 - b. **Failure of successful bidder to furnish the required performance security within specified time period after issuance of letter of acceptance.**
 - c. **Failure of successful bidder to execute the agreement within the stipulated period.**
7. **Performance Security 3%: Within 21 (Twenty One) days after the date of receipt of the letter of Acceptance, the successful bidder/ contractor shall deliver to the Employer/concerned authority, a Performance Security in shape of CDR/FDR/Bank Guarantee for an amount equivalent to 3% of the contract price.**
8. **Unbalanced Bid:**

The successful bidder L1 shall have to deposit an additional performance security in the shape of CDR / FDR/ B.G before award of contract in case the bid of the successful bidder is found to be unbalanced as per Finance Department No. FD-Code/441/2021-02-158 dated 08.08.2025.

The additional performance security shall be released only after successful completion of work.
9. **Defect Liability Period:** The DLP shall be calculated from date of certified completion of work and period shall be **36 months**. The defects noticed in the work during execution or D.L.P. shall be corrected by the Contractor within the length of time specified by the Engineer. If the Contractor does not correct the defects

pertaining to D.L.P. to the satisfaction of the Engineer within the time specified, the Engineer will assess the cost of having the defects corrected and Contractor will pay this amount on correction of defects.

10. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the percentage inclusive of all taxes and it should be saved with the same name as it contains.
11. **The unit rates and prices** shall be quoted by the bidder entirely in **Indian Rupees** and the rates quoted shall be deemed to include **price escalation and all taxes** up to completion of the work unless otherwise, specified. The advertised rates **are inclusive of GST**. The bidder shall quote %age (above or below or at par) for the construction component only.
12. Bidders are advised to use **“My Documents”** area in their user on R&B e-Tendering portal to store **such** documents as are required.
13. All key construction material (i.e. cement, steel, bitumen, pipes etc) shall have to be arranged by the contractor strictly as per specifications with the approval of Engineer-in-charge.
14. Qualification criteria for the work and other terms and conditions are contained in the bidding document available on website.
13. The payment shall be made for a complete stretch where all the components of advertised item including cross-drainage and protection works excluding black topping work are complete in all respects.
14. Any damage caused to the private/ public property during execution of work shall be in the liability of contractor and no claim on account of any such restoration work to be carried out by the contractor shall be admitted for payment.
15. All work shall be executed under Govt. rules i.e., after fulfilling all codal procedures.
16. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in any Engineering Department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government services, without permission of the Government. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor’s services.
17. Failure of the successful bidder to comply with the requirements of clause 7 of e-NIT shall constitute grounds for forfeiting of earnest money of bidder/debarring him from participating in future tendering within Jammu Province.
18. If the contractor fails to start the work within the time mentioned in the award of contract, the contract will automatically stand cancelled after forfeiting the performance security of the contract.
19. The payment is restricted to the contract cost only and will be subject to the conditions that no cost overrun of any kind is to be paid unless and until approved from the competent authority.
20. Scanned copy of e-mail ID and Contact No. must be uploaded with the bid.
21. The rate of items wrongly typed, if any in the BOQ shall be considered strictly in accordance with the rates specified in the respective Schedule of Rates.
22. The Procuring Entity reserves the right to cancel the tender or extend the dates of bid submission for the tender at any time so that more competition among the bidders can be ascertained to accomplish the tendering process in a smooth manner.
23. The bidders are requested to read the clauses of SBD properly to avoid any dispute later on regarding the bid documents. Bidders must check the bid properly before uploading for participation.
24. In case the tender has been invited afresh, old tender related documents viz-a-viz Treasury Challan, CDR, Affidavits, Bank Solvency etc shall be accepted.

Encl: SBD enclosed

No: CEJ/TS/4997-5007

Dated: 09.06.2026

Sd/-
Chief Engineer
PWD (R&B)
Jammu Zone

Copy to the:

- 01/ Financial Commissioner (Additional Chief Secretary) to Government, PW(R&B) Department, Civil Sectt. Jammu/Srinagar for favour of information
- 02/ Divisional Commissioner Jammu for favour of information.
- 03-4/ Chief Engineer PW (R&B) Department Chenab/Pir Panjal Zone(s) for favour of information.
- 05-08/ Superintending Engineer PWD (R&B) Circle(s) All for information.
- 09/ Joint Director Information Department Jammu for publication of tender notice in two leading daily newspapers.
- 10/ Executive Engineer PWD (R&B) Division Kathua for information and follow up.
- 11/ President Contractor Association Jammu for information.

Government of Jammu And Kashmir



Public Works Department

Agency: PWD (R&B) DEPTT.JAMMU

**STANDARD
BIDDING
DOCUMENT**

| | | |
|----------------|------------|--|
| SECTION | -1 | INSTRUCTIONS TO BIDDERS |
| SECTION | -2 | QUALIFICATION INFORMATION |
| SECTION | - 3 | GENERAL CONDITIONS OF CONTRACT |
| SECTION | -4 | SPECIAL CONDITIONS OF CONTRACT |
| SECTION | - 5 | CONTRACT DATA |
| SECTION | -6 | BILL OF QUANTITIES (BOQ) ENCLOSED |
| SECTION | -7 | SECURITIES AND OTHER FORMS |
| SECTION | - 8 | Additional Conditions of contract |

INSTRUCTIONS TO BIDDERS (ITB)

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

Table of Clauses

| | | | |
|-----------|--|-----------|---|
| A | General | | |
| 1 | Scope of Bid | 20 | Deadline for Submission of Bids |
| 2 | Source of Funds | 21 | Modification & Withdrawal of Bids. |
| 3 | Eligible Bidders | | |
| 4 | Qualification of Bidder | E | Bid Opening and Evaluation |
| 5 | One Bid per Bidder | | |
| 6 | Cost of bidding | 22 | Bid opening |
| 7 | Site visit | 23 | Process to be confidential |
| | | 24 | Clarification of bids |
| B | Bidding Documents | | |
| 8 | Content of Bidding | 25 | Examination of Bids and Determination of |
| 9 | Documents | | Responsiveness. |
| | Clarification of Bidding | | |
| 10 | Documents | | |
| | Amendment of Bidding | 26 | Evaluation and Comparison of Financial |
| | Documents | | Bids. |
| C | Preparation of Bids | | |
| | | F | Award of Contract |
| 11 | Language of Bid | | |
| 12 | Documents Comprising the Bid | 27 | Award Criteria |
| | | 28 | Employer's Right to Accept any Bid and to Reject any or all Bids. |
| 13 | Bid Prices | 29 | Notification of Award and Signing of |
| 14 | Currencies of Bid and Payment | | Agreement. |
| 15 | Bid Validity | 30 | Performance security. |
| 16 | Bid Security Declaration (Deleted) | 31 | Advance Payment. |
| | | 32 | Dispute review Expert. |
| | | 33 | Corrupt or Fraudulent practices. |
| 17 | Alternative Proposals by Bidders. | | |
| D | Online Submission of Bids | | |
| 18 | Bidding through e-tendering system | | |
| 19 | Electronic submission of bids | | |

SECTION-1

INSTRUCTION TO BIDDERS

A. GENERAL

1. Scope of Bid

- 1.1 The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in the ITB. The bidders may submit bids for any or all of the works detailed in the table given in the ITB.
- 1.2 The successful bidder will be expected to complete the Works by intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives (bidder/tender, bid/tender, bidding/tendering etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on the budget will be met from the budget of Govt. of UT of J&K.

3. Eligible Bidders

- 3.1 *This Invitation for Bids is open to Individual Bidders /Joint Venture. Joint Venture is allowed only when the amount of project is more than 15Cr.*
- 3.2 All Bidders shall provide in Section-2, Forms of Bid and Qualification Information, statement that the Bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the work, and any of its affiliates shall not be eligible to bid.
- 3.3 Bidders from Joint Venture are not allowed.

4. Qualification of the Bidder (Technical Bid Qualification)

- 4.1 All Bidders shall provide in Section-2, Forms of Bid and Qualification Information, preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculation and quality assurance procedures along with Quality Assurance Plan (QAP), proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2 **In the event that** prequalification of quotation bidders has been under taken, only bids for prequalified bidders will be considered for award of contract. The qualification bidders should submit with their bids any information updating their original prequalification application's application or alternatively confirm in their bids that the originally submitted prequalification remains essentially correct as of date of bid submission. The update of confirmation should be provided in section-2 a copy of the original prequalification application and letter of prequalification should also be furnished. With the updated information, the

bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidders shall also furnish the following the information in Section-2.

4.3 Deleted

4.4 Bids for joint venture are accepted for the works valuing Rs.15.00 Crore and above.

4.5 Base year and Enhancement factors.: -

➤ The base year shall be taken as (2018-19)

Following enhancement factors will be used only for determination of Available Bid Capacity (ABC) for the cost of works executed and the financial figures arrived thereof to a common base value for works completed in India.

| | Year before | Multiplying factor |
|---|-------------|--------------------|
| A | One | 1.08 |
| P | Two | 1.17 |
| P | Three | 1.26 |
| I | Four | 1.36 |
| i | five | 1.47 |
| C | six | 1.57 |
| | seven | 1.67 |

In case the financial figures and value of completed works are in foreign currency, the above enhanced multiplying factors will not be applied, Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conservation of amount in foreign currency into Indian rupees.

(4.6) A: To qualify for the award of contract, each bidder should have in the last seven years:

(i) Achieved a minimum financial turnover on execution of Civil Engineering works (defined as billing for works in progress or completed in all classes of Civil Engineering construction works only) during any one out of the last seven financial years (2018-19 to 2024-25) not less than 50% of the value of the advertised work. The information supplied in this connection should be duly certified by a Chartered Accountant with UDIN and Income Tax Returns for the last seven years.

Substantial completions shall be based on completion of 80 (eighty) percent or more of the value of ongoing works completed under the contract.

Note: For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.

4.6(B) Each bidder should further demonstrate:

(a) Availability (either owned or leased or by procurement) of the key and critical equipment for this work as per Annexure -I below.

The applicant should own or should have assured ownership to the following key items of equipment, in full working order, and must demonstrate that, based on known commitments; they will be available for use in the proposed contract.

(To be included for bids valued over Rs.5.00 Cr).

Based on the studies, carried out by the Engineer, the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I below:-

The Bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 12 of ITB to allow the employer to review their proposal. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK FOR BUILDING WORKS

| S.no | Type of Equipment | Maximum Age As on Date of e- NIT | Nos |
|------|--|--|-----|
| 1. | Tipper Trucks | 5-7 | 5 |
| 2. | Excavator | 4 | 2 |
| 3. | Mixer | 3 | 2 |
| 4. | Lift mixer | 2 | 1 |
| 5. | Concrete vibrator | 6 | 5 |
| 6. | Generator 125 KV | 3 | 1 |
| 7. | Motor Grader | 3 | 1 |
| 8. | Welding machine | 2 | 1 |
| 9. | Dewatering pump 100mm | 2 | 1 |
| 10. | Shuttering kit ply / steel (1500 to 2000 Sqm) | 2 | 1 |
| 11. | Boom mixer | 2 | 1 |
| 12. | Batch Mix Plant/ Fiori Machine heavy duty | 2 | 1 |

LIST OF KEY PERSONNEL TO BE DEPLOYED ON CONTRACT WORK

| S.NO | PERSONAL | QUALIFICATION | Nos |
|------|-----------------|---|-----|
| 1 | Project Manager | B.E Civil +10Years Exp Or Diploma in Civil with 15 years experience | 2 |
| 2 | Site Engineer | B.E Civil +3Years Exp Or Diploma with 7 years experience | 3 |
| 3 | Plant Engineer | B.E Mech. + 3 Years Exp. Or Dip. Mech.+ 7 Years Exp. | 4 |

| | | | |
|---|--------------------------|--|---|
| 4 | Quantity Surveyor | B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 10Years Exp. | 2 |
| 5 | Soil & Material Engineer | B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 10Years Exp. | 1 |
| 6 | Survey Engineer | B.E Civil+5 years Exp. Or Dip. Civil + 8 years Exp. | 2 |

4.6(C) To qualify for a package of contracts made up of this and other contracts for which bids are invited in the ITB, the bidders must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total estimated cost of the works. The available bid capacity will be calculated as under: Assessed

Available Bid capacity = (A×N×M-B)

A = Maximum value of Turn over for Civil Engineering works executed in any one year during the last seven years (updated to the price level of the year indicated in tabular form below).The turn over certificate should be duly certified by CA with UDIN.

TABLE 1

| Year before | Multiplying factor |
|-------------|--------------------|
| One | 1.08 |
| Two | 1.17 |
| Three | 1.26 |
| Four | 1.36 |
| five | 1.47 |
| six | 1.57 |
| seven | 1.67 |

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 and multiple factor is 0.5 and more than 6 months upto 12 months multiple factor is 1, more than 12 months to 18 months multiple factor is 1.5 and so on & so forth).

M =value is 1.5

B = Value (updated to the price level of the year indicated in table 1above) of existing commitments, works for which the bidder has emerged as the winner of the bids or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which bidder has emerged as the winner of the bids but LOA

has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B.

- 4.8 Even though the Applicants meet the above qualifying criteria, they are subject to be disqualified if they have:
- i. Made misleading or false representations in the forms, statements and attachments submitted; and / or
 - ii. Record of poor performance such as abandoning the works not properly completed the contract inordinate delays in completion, litigation history or financial failure etc and /or
 - iii. Participated in the previously bidding for the same works and had quoted unreasonably high bid prices and could not furnish rational justification to employer

5. One Bid per Bidder

- 5.1 Each Bidder shall submit only one bid for one work. A Bidder who submits more than one bid for one work will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding Document

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

- 7.1 The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiar himself with Site of Work. The bidder acknowledges that prior to submission of his bid, the bidder has after a complete and careful examination, made an independent evaluation of scope of project, specifications, standards of design, construction and maintenance, site local conditions, physical quality of ground, sub-soil geology, suitability and availability of access routes and classifieds of soil/NSL. The employer makes no representation whatsoever, express, implicit or otherwise regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions statement or information provided by it and bidder confirms that it shall have no claim whatsoever against the employer in this regard.
- The employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and / a completeness of any assessment, assumptions, statement or information provided by it and bidder confirms that it shall have no claim whatsoever against the employer in this regard.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1 The set of Bidding documents comprises the documents listed below and Addenda issued in accordance with **Clause 10 of ITB**.

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract (Part-I General Conditions of Contract, and Contract data; part II Special Conditions of Contract).
5. Specifications
6. Drawings

7. Bill of Quantities

8. Form of Bid

9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the work

10. Forms of Securities and Form of Unconditional Bank Guarantee.

8.2 The bid document is available online on the website <http://www.jktenders.gov.in>.

8.3 The bidder is expected to examine carefully all Instruction, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexes and Drawings in the Bidding Document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to clause 26 hereof bids which are not substantially responsive to the requirements of the bidding documents shall be rejected.

9. Clarification of Bidding Documents

9.1 The electronic bidding system provides for online clarification. A prospective bidder requiring any clarification of the bidding document may notify online the authority inviting the bid. The authority inviting the bid will respond to any request(s) for clarification received earlier than 10 days prior to the dead line for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.

9.2 Pre-bid Meeting

9.2.1 The bidder or his official representative is invited to attend a **pre-bid meeting**, which will take place at the address, venue, time and date as indicated in e-NIT.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the employer not later than two days before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without Identifying the source of enquiry) and the responses given will be transmitted without delay to all bidders. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be uploaded and bidder shall be automatically informed through messaging/mail through [jktenders.gov.in](http://www.jktenders.gov.in).

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website, www.Jktenders.gov.in under the "Latest Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved this tender to their "My tenders" area.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed

to have been communicated to all the bidders who have moved this tender to their "My Tenders" area, in case any addendum/ Corrigendum, the system will

automatically send e-mail to all bidders who have downloaded the bidding document.

10.3 The Department reserves the right to extend the dates of tender at any time i.e. even after the time of closing of bid submission or cancel the tender at any time without assigning any reason whatsoever.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1 All documents relating to the bid shall be in English language.

12. Document Comprising the Bid

12.1 The bid to be uploaded by the bidder as of Bid document (**Refer Clause 8.1**) shall be in **two separate parts**.

Part I shall be named "**Technical Bid**" and shall comprise.

- i) Bid document fee in the form as specified in Section 8
- ii) Qualification Information and supporting documents as specified in Section 2.
- iii) Certificates, undertaking, affidavits in section 2.
- iv) Any other information pursuant to **clause 4.0** of these instructions.
- v) Undertaking that, the bid shall remain valid for the period of 90 days after the deadline of date of opening of technical bids mentioned in the e-NIT.
- vi) **Acceptance/non- acceptance of dispute review expert**

Part-II of the bid shall be named as " Financial Bid" and shall comprise

- (i) Form of Bid as specified in Section 6.
- (ii) Priced Bill of Quantities for items specified in Section 7.

12.2 The documents and details mentioned in clause 12.1 Part I, financial Turnover for the last seven financial years supported with all other documents as required as per e-NIT and SBD must be uploaded by the bidder with his technical bid online on website www.jktenders.gov.in.

Bidders must ensure to upload scanned copy of all necessary documents mentioned in e-NIT and SBD.

13. Bid Prices:

- 13.1 The Contract shall be for the whole Works, as described in **Clause 1.1 of ITB**, based on the priced Bill of Quantities submitted by the Bidder online.
- 13.2 The Bidder shall make online entries to fill the percentage in Bill of Quantities as specified in the appendix to ITB; only the same option is allowed to all the Bidders. The Bidders is not required to quote his rate for routine maintenance. The rates to be paid for routine maintenance by the Employer as indicated in the Bill of quantities. Percentage Rate method requires the bidder to quote a percentage above/ below/ at par of the schedule of rates specified in the Appendix to ITB. Upon numerical entry, the amount in words would automatically appear and upon entry of rates in items of work, total bid price would automatically be calculated by the system and would be displayed.
- 13.3 All duties, taxes and other levies payable by the Contractor under the contractor, or for any other cause including GST, shall be included in the rates, price and the total bid price submitted by the Bidder.
- 13.4 The rates & prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment or any account.

14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

- 15.1 Bids shall remain valid for a period not less than **90 days (Ninety days)** after the deadline date for opening of technical bids as specified in NIT. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to **Clause 12.1 (v)** and the Form of Bid submitted by the Bidder, the latter shall be deemed to stand corrected in accordance with the former and the Bidder has to provide for any additional security that is required.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his Bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16. ~~Bid Security Declaration~~ (Deleted)

17. Alternative Proposal by Bidders

17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the condition of contract (including mobilization advance or time for completion), basic technical design as indicated in the Drawings and Specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

D. Online Submission of Bids

18. Bidding through E-Tendering System:

18.1 The bidding under this contract is electronic bid submission through website www.jktenders.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under PW(R&B) Department, Jammu is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the website www.jktenders.gov.in using the relevant option available.

Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

18.2 The bidder shall furnish information as described in the Form of Bid on Commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

19. Electronic Submission of Bids:

19.1 The bidder shall submit online two separate files. Part I, marked as Part I: **Technical Qualification Part** and **Part II; marked as Part II: Financial Part**. The above files will have markings as given in the Bid Data Sheet. The contents of the Technical Qualification and Financial bid shall be as specified in **clause 12 of the ITB**. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

20. Deadline for Submission of Bids

20.1 Complete Bids in two parts as per **clause 19** above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

20.2 The Employer may extend the deadline for submission of bids by issuing an

amendment in accordance with **Clause 10.3 of ITB**. In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Modification/ Withdrawal/Late Bids

- 21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.
- 21.2 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 21.3 No bid shall be modified or withdrawn after the deadline of submission of bids.
- 21.4 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to **Clause 15.2** may result in the forfeiture of the Bid Security pursuant to Clause 16.

E. Bid Opening and Evaluation

22 Bid opening

- 22.1 The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2 The Technical bid will be opened first.
- 22.3 In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.
- 22.4 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with **Clause 22.3 of ITB** and upload the same for viewing online.
- 22.5 Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid in pursuant to **Clause 12.1** of ITB, shall be taken up and completed, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.
- 22.6 The result of Technical evaluation shall be made public on jktenders.gov.in site following which there will be a period of two working days during which any bidder may submit

objections if any in writing to the tender receiving authority which shall be considered for resolution before financial bid opening.

22.7 The Employer shall inform the bidders, who have qualified technical evaluation, of the date, time of online opening of financial bids. If the specified date of opening of financial bid is changed, in the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

22.8 Financial bids of only those bidders will be opened online, who have qualified in Technical Evaluation. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

22.9 The Employer shall prepare the minutes of the online opening of Financial Bids and upload the same for viewing online.

23. Process to be confidential

23.1 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 to the successful Bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decision may result in the rejection of his bid.

24. Clarification of Bids and contacting the Employer:-

No Bidder shall contact the Employer on any matter relating to its 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 should do so in writing.

24.1 Any attempt by the bidder to influence the Employer's bid evaluation, bid Comparison or contract award decision may result in the rejection of his bid.

25 Examination of Bids and Determination of Responsiveness

25.1 During the detailed evaluation of "Technical Bids" the Employer will determine whether each Bid (a) meets the **eligibility criteria** defined in **Clause 3 and 4**, (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the 'Financial Bid' the responsiveness of the Bids will be further determined with respect to the remaining bid conditions i.e. priced Bill of Quantities and Reasonability of Rates.

25.2 A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way inconsistent with the bidding documents the Employer's rights or the bidders obligations under the contract, or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a "Financial Bid" is not substantially responsive it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26 Evaluation and Comparison of Financial Bids

- 26.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with **Sub-Clause 25.2**.
- 26.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid price adjusting the Bid price through making an appropriate adjustment for any other acceptable variation, deviations, and price modifications offered in accordance with **sub-clause 21 of ITB**.
- 26.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 26.4 A Bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

F. AWARD OF CONTRACT

27 Award Criteria

- 27.1 Subject to **Clause 28**, the Employer will award the Contract to the Bidder whose Bid has been determined.
- (i) To be substantially responsive to the Bidding documents and who has offered the lowest Evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in Accordance with the provisions of clause 3 of ITB and (b) qualified in accordance with the Provisions of clause 4 of ITB; and
 - (ii) To be within the Available Bid Capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

28 Employer's right to accept any Bid and Reject any or all Bids

- 28.1 Notwithstanding **Clause 27** 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 award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's action.

29 Notification of Award and signing of Agreement

- 29.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of bid validity period by e-mail and/or telephonically and/or WhatsApp. This letter (hereinafter and in the *Conditions of Contract* called "the Letter of Acceptance") will state the sum that the Employer will pay the contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price") besides, mentioning the amount of Performance security and additional performance security if required, to be deposited by the successful bidder and notifying the bidder to produce the documents in original for verification, on the basis of which the bidder has been declared successful. **The documents produced for verification should be similar to the documents uploaded by the bidder online at the time of submission of bid. Any discrepancy found in the documents shall render the bid liable for rejection**
- 29.2 **The notification of award (hereinafter called "the Letter of Award/ NTP") shall be issued constituting the formation of the Contract subject only to the furnishing of a performance security/Additional performance security in accordance with provision of clause 30 of ITB and Clause 7.1 of NIT and after verification of documents.**
- 29.3 The Agreement will incorporate all **communications** between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the Performance Security is furnished.
- 29.4 Upon the furnishing by the successful bidder the performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 29.5 The Engineer shall issue Notice to Proceed with Work to the contractor notifying the Date of Start and Stipulated Completion date of the Work

30. Performance Security

30.1 Within 21 (Twenty-One) days after the date of receipt of the Letter of Acceptance, the successful bidder/contractor shall deliver to the Employer/concerned authority, a Performance Security in the form of BG/CDR/FDR for an amount equivalent to 3% of contract price.

Short term performance security shall be further extended by the contractor before expiry of the validity period failing which, the contract shall be terminated besides, the securities and the pending work done claim if any, of the contractor shall be forfeited and the contractor shall also be black listed.

30.2 If the Performance Security is provided by the successful bidder in the form of a CDR/ FDR, it shall be issued by either (a) at the Bidder's option, by a Nationalized / Scheduled Indian Bank or (b) by a foreign bank located in India and acceptable to the Employer.

30.3 Failure of the successful bidder to comply with the requirements of **Sub-Clause 30.1 of ITB** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

31 Advance Payment:

No Advance Payment whatsoever shall be made by the department to the Contractor.

32 Dispute Review Expert:

The Employer proposes that Name of the proposed Dispute Review Expert (as indicated in the Appendix to ITB) to be appointed as Dispute Review Expert under the contract at a daily fee as indicated in Appendix plus reimbursable expenses. If the bidder disagrees with this proposal, the bidder should so state in the bid. If, in the letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the **Chief Engineer, PW (R&B) Department, Jammu Zone** at the request of either party.

33 Corrupt or Fraudulent Practices

33.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in 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 with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

33.2 Further more, Bidders shall be aware of the provisions stated in **Clause 53.2 of the Conditions of Contract.**

APPENDIX TO ITB

Clause Reference With respect to Section -I.

1. Name of Employer: **Chief Engineer, PW (R&B) Department, Jammu Zone.**

2. The last seven years

2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25

3. The minimum annual financial turnover of any one year out of last seven years is **50%** of Adv. Cost **supported with Income Tax Return.**

4. Liquid assets and/or availability of credit facilities is 10% of Adv. Cost.

5. The technical bid will be opened in the office of: - **Chief Engineer, PW (R&B) Department, Jammu Zone.**

6. Address of the Employer: **Jammu Zone.**

7. Identification of Scheme: **Refer 1st page of e-NIT.**

8. Dispute Review Expert; **Chief Engineer PW (R&B) Department, Jammu Zone Clause 32 OF ITB and 23 of GCC.**

8(a) Additional performance security for unbalanced bid shall be **(As decided by the Employer)** of contract value valid for 45 days plus intended date of completion, if required after seeking the approval from competent authority, if the bids are found to be quoted abnormally low.

SECTION -2

QUALIFICATION INFORMATION

Section-2

QUALIFICATION INFORMATION

Notes on Form of Qualification Information

The information to be filled in by the bidders in the following pages will be used for purposes of post-qualification as provided for in **clause 4** of the instructions to Bidders. This information will not be incorporated in the contract. Attach additional pages as necessary.

1. For Individual Bidders

| | | |
|-----|---|--|
| 1.1 | constitution or legal status of Bidder Place of registration Principal place of business Power of attorney of signatory of Bid | (attach copy) <hr/> <hr/> <hr/> |
| 1.2 | Financial Turn over achieved on execution of civil works for the last seven years duly certified by Chartered Accountant and supported with, ITR (Employer can ask for Profit and Loss statement and Balance sheet from bidder, whenever needed, however it is not mandatory to upload the balance sheets/profit and loss statements)). | (Rs. in lakhs) Year 2018-19 Year 2019-20 Year 2020-21 Year 2021-22 Year 2022-23 Year 2023-24 Year 2024-25 |

1.3. Work performed as prime contractor (in the same name & style) on construction works of similar nature over the last seven years. Attach certificate issued by an officer not below the rank of Executive Engineer or equivalent.

| Project Name | Name of the employer | Description of work | Contract No | Value of contract (Rs in crore) | Date of issue of work Order | Stipulated Period of completion | Actual date of completion * | Remarks explaining reasons for delay & work completed |
|--------------|----------------------|---------------------|-------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|---|
| | | | | | | | | |

1.4 Work performed as sub-contractor on construction works of similar nature over the last seven years. Attach certificate issued by an officer not below the rank of Executive Engineer or equivalent.

| | |
|--|--|
| | |
|--|--|

| 1. | Name of work/Scope: | | | | | | | | | | | | | | | | | |
|-------|---|--|--------|----------------------------|--------|----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| 2. | Name of contractor: | | | | | | | | | | | | | | | | | |
| 3. | Allotment/work order no: | | | | | | | | | | | | | | | | | |
| 4. | Name of approved sub-contractor | | | | | | | | | | | | | | | | | |
| 5. | Awarded value of sub contract: | | | | | | | | | | | | | | | | | |
| 6. | Value of work completed by sub contractor | | | | | | | | | | | | | | | | | |
| 7. | D.O.S of work: | | | | | | | | | | | | | | | | | |
| 8. | Date of completion of sub contracted work: | | | | | | | | | | | | | | | | | |
| 9. | Percentage of sub contracted work completed till date | | | | | | | | | | | | | | | | | |
| 10. | Items /Description of work executed by sub contractor | <table border="1"> <thead> <tr> <th>S.no.</th> <th>Item Description</th> <th>Amount</th> <th>Whether completed (yes/no)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | S.no. | Item Description | Amount | Whether completed (yes/no) | | | | | | | | | | | | |
| S.no. | | Item Description | Amount | Whether completed (yes/no) | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

1.5

- (a) Achieved a minimum financial turnover on execution of Civil Engineering works (defined as billing for works in progress or completed in all classes of Civil Engineering construction works only) during one out of the last seven financial years (2018-19 to 2024-25) not less than 50% of the value of advertised work(s). The information supplied in this connection should be duly certified by a Chartered Accountant with UDIN and Income Tax Returns for the last seven years.

Substantial completions shall be based on completion of 80 (eighty) percent or more of the value of ongoing works completed under the contract.

For these a certificate from employer shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

- 1.6 Information on Bid capacity (works for which bids have been submitted and Works which are yet to be completed) as on the date of this bid.

Existing commitments and ongoing construction works:-

| Description of work | Place & State | Contract No. & date | Name & address of Employer | Value of contract (Rs in lakhs) | Stipulated Period of completion | Value of works remaining to be completed (Rs. in lakhs) | Anticipated date of completion |
|---------------------|---------------|---------------------|----------------------------|---------------------------------|---------------------------------|---|--------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Enclose certificate(s) issued by an officer not below the rank of Executive Engineer or equivalent

- 1.7 Availability of Major items of Contractor's equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.3(f) and 4.6(B) a of the Instructions to Bidders.

| Item of Equipment | Description, make, and age (years), and capacity | Condition (new, good, poor) and number available | Owned, leased (from whom?) or to be purchased. |
|-------------------|--|--|--|
| | | | |

- 1.8 The Employer can ask from the bidder the Financial reports for the last seven years: balance sheets, profit and loss statements, auditors reports, etc. List below and attach copies (whenever needed, however it is not mandatory to upload the balance sheets/profit and loss statements) .

- 1.9 Name, address, and telephone, e-mail of banks that may provide references if contacted by the Employer.

- 1.10 Information on current litigation in which the Bidder is involved.

| Name of other party(s) | Cause of dispute | Litigation where (Court/arbitration) | Amount involved (Rs. In lakh) |
|------------------------|------------------|--------------------------------------|-------------------------------|
| | | | |

- 1.11 Proposed work method and schedule. The Bidder should attach descriptions,

Drawings and charts as necessary to comply with the requirements of the Bidding documents. **[Refer ITB Clause 12]**

- 1.12 Applicants who meet the minimum qualification criteria will be qualified only if there available bid capacity at the expected time of bidding is more than the total estimate cost of the works. The available bid capacity will be calculated as under:-

Available Bid capacity = (A×N×M-B)

A = Maximum value of turnover for civil engineering works executed in any one year during the last seven years certified by CA.

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 and multiple factor is 0.5 and more than 6 months upto 12 months multiple factor is 1, more than 12 months to 18 months multiple factor is 1.5 and so on & so forth).

B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which the bidder has emerged as the winner of the bids or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B. Hiding of ongoing works shall invite rejection of bid outrightly.

M = This factor shall have a value of 1.5

1.13 Qualification and experience of technical/key personnel required for administration and execution of the **Contract [Ref. Clause 4.6 (B) (b)]**. Attach biographical data. Refer also to **sub Clause 4.3 (h)** of instructions to Bidders and **Sub Clause 8.1** of the Conditions of Contract.

| Position | Name | Qualification | Year Experience (General) | of | Years of experience in similar nature of work |
|----------|------|---------------|----------------------------|----|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

1.14 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of supports documents.

1.15 **Quality Assurance Programme/Plan:** The quality assurance plan shall be asked to submit from the lowest bidder after opening the financial bid so that the Department can analyse the rates quoted by the lowest bidder in case of abnormal low bids. The Department reserves the right to define the **abnormal low bids** on their own analysis of the quoted rates by the lowest bidder. The quality assurance plan submitted by the lowest bidder (after

asking to submit by the Department) shall be properly scrutinized by the Department and the Department reserves the right to cancel the tender if the quality assurance plan is not found appropriate.

2. Additional Requirements

- 2.1 Bidders should provide any additional information required to fulfil the requirements of **Clause 4 of the Instructions to the Bidders, if applicable.**
- (i) Affidavit on correctness of information.
 - (ii) Undertakings

2.2. Qualification Criteria:-

2.2. Qualification will be based on applicants meeting all the following minimum pass/fail criteria regarding the applicants general and particular experience, personal and equipment capabilities, and financial position, as demonstrated by the applicant's responses in the forms attached to the letter of applications (specified requirements for joint ventures are given below).

2.2.1

MANDATORY INFORMATION FOR THE BIDDERS:

➤ *Each bidder must upload scanned copies of the following documents on website jktenders.gov.in at appropriate place failing which the bid may become liable for rejection:*

- 1 Contractor Registration Card with latest renewal.
- 2 The bidder must submit/upload financial turnover (Net Turnover) certificate specified for Civil Engineering Works only of the last Five to seven financial years (2018-19 to 2024-25) duly certified by Chartered Accountant bearing UDIN properly in compliance with clause 4.6 A (i) of the SBD so as to establish that the bidder has achieved a minimum financial turnover on execution of Civil Engineering works (defined as billing for works in progress or completed in all classes of Civil Engineering construction works only) during any one out of the last Five to seven financial years (2018-19 to 2024-25) not less than 50% of the value of the advertised work. The information supplied in this connection should be duly certified by a Chartered Accountant with UDIN and only Net Turnovers excluding GST to be provided in the certificate as any other language for turnover certificate viz-a-viz Gross/Amount etc shall not be entertained
- 3 Successfully completed or substantially completed similar works from Government/Semi-Government during last seven financial years ending last day of month previous to the one in which applications are invited for this tender with the following criteria:
 - One single similar work costing not less than 80% of the Advertised cost of the work
 - Or
 - Two similar works costing not less than 50 % each of the Advertised cost of the work
 - Or
 - Three similar works costing not less than 40 % each of the Advertised cost of the work

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

Similar work shall mean “Construction of a Building (complete Job)” . Substantial completions shall be based on completion of 80 (eighty) percent or more of the value of ongoing works completed under the contract.

The Contractor must also meet the eligibility criteria for the composite works (Electrical & Mechanical) as below:

| S.no | Components of Works | Estimated Cost in Lacs. | Eligibility |
|------|-------------------------------|-------------------------|--|
| 1 | Electrical work in a building | 664.98 | <p>Should have successfully completed the works as mentioned below during the last seven years ending previous day of last date of submission of bids:</p> <p>Three similar completed work of each of value not less 40% of estimated cost</p> <p style="text-align: center;">Or</p> <p>Two similar completed work of each of value not less 50% of estimated cost</p> <p style="text-align: center;">Or</p> <p>One similar completed work of each of value not less 80% of estimated cost</p> <p>Similar work shall mean “Electrical works” of a building including SITC of :-</p> <p>a. Internal/ External Electrification b. CCTV installations. c. UPS, Electric Substation, Panels. d. DG Sets/ Servo. e. Networking.</p> |
| 2 | Mechanical work in a building | 216.68 | <p>Should have successfully completed the works as mentioned below during the last seven years ending previous day of last date of submission of bids:</p> <p>Three similar completed work of each of value not less 40% of estimated cost</p> <p style="text-align: center;">Or</p> <p>Two similar completed work of each of value not less 50% of estimated cost</p> <p style="text-align: center;">Or</p> <p>One similar completed work of each of value not less 80% of estimated cost</p> <p>Similar work shall mean "Mechanical works" of a building including SITC of:-</p> |

| | | | |
|--|--|--|---|
| | | | a. Fire Fighting System b. STP/ETP |
|--|--|--|---|

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

Substantial completions shall be based on completion of 80 (eighty) percent or more of the value of ongoing works completed under the contract.

- 4 Copy of PAN card issued by the Income TAX Authority.
- 5 The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works should be countersigned by the contractor. The bidder must show all of his ongoing works which will be verified by the department failing which his bid shall be rejected outrightly.
- 6 Scanned copy of cost of Tender document of Rs 6000/- in shape of challan through Treasury indicating the name of work and e-NIT No. favouring Chief Accounts Officer PW (R&B) Department, Jammu Zone by crediting to 0059-PWD. The date on the challan should be between date of start of bid submission and bid submission end date. In case of re-tender, old challan shall also be acceptable/entertained.
- 7 Scanned copy of EMD in the form of CDR/FDR/BG which the bidder have to submit in original after declaration of L1. EMD in the form of BG shall be entertained strictly as per the format enclosed in the SBD, failing to comply leads to rejection of bid. The validity of EMD in the form of CDR/FDR/BG should be 45 days beyond Bid Validity Period from the scheduled date of opening of technical bid.
- 8 ITRs for the last Five to Seven financial years i.e from 2018-19 to 2024-25. Acknowledgement of ITR shall be accepted. In case any objection is filed against any acknowledgement of ITR, the said bidder has to submit the pdf copy of the complete Income Tax Returns downloaded from the portal of Income Tax Department before the Tender Inviting Authority.
- 9 Bidder shall furnish latest proof of returns in GST-3/GSTR-3B i.e. preceding month/quarter to the month/quarter of invitation of tender.
 - (i) Every Bidder to mandatorily disclose the Bank account number which is linked with their details viz-a-viz GSTIN no. , etc at the time of bid submission on the affidavit duly attested by first Class Judicial or Executive Magistrate as per the format mentioned strictly as prescribed in the annexure- B.
 - (ii) No payment shall be made by the Government Department to any other bank except the one linked with GST registered number of the successful bidder.
- 10 Bidder should have latest and valid registration with Employees Provident Fund Organization under "EPF and Miscellaneous Provisions Act" 1952.
- 11 Undertaking that, the bid shall remain valid for the period of 90 days after the deadline of date of opening of Technical Bids mentioned in the e-NIT.
- 12 Credit Facility Certificate/Solvency Certificate duly specifying the name of tendered work amounting to rupees 10% of the advertised cost from the recognised bank. The date on the certificate should be between date of start of bid submission and bid submission end date. In case of retender, the old solvency certificate shall also be entertained.
- 13 The format/Performa of Bank Guarantee for Bid Security and Performance Security is enclosed within the SBD as **Annexure A and Annexure I** respectively. Bidders are requested to upload/submit the BG in the prescribed format only otherwise the bid shall be rejected outrightly.

14. Affidavit & Power of Attorney (POA) if any enclosed in bid (for instance POA to the Authorised Signatory must be attested by 1st Class Magistrate/Executive Magistrate duly

specifying the name of work for which the tender is invited with the following points: Affidavit attested by Notary shall be straight way rejected. The date on the certificate should be between date of start of bid submission and bid submission end date.)

- a) The bidder has not abandoned any work in the past.
 - b) The bidder have no litigation against the Intending department during the entire tendering process.
 - c) The bidder has not been blacklisted by any department.
 - d) The bidder shall invest a minimum cash up to 25% of contract value of work, during implementation of work.
 - e) All the information and documents submitted by me are true and correct to the best of my knowledge and if found wrong the bidder shall be liable to face legal proceedings.
 - f) That the Bidder is not a PRI member.
15. Quality Assurance Plan for work along with Floor wise CPM charts duly signed by the *Authorised Signatory* to be enclosed.
16. List of Key Personnel to be deployed for particular project only along with the relevant qualification certificates (Degrees) of the employees *duly attested by 1st Class Magistrate/Executive Magistrate* as per (clause 4.6 B).
17. List of Key Plant & Equipment (either owned or leased) to be deployed for particular project only along with documentary proof *duly attested by 1st Class Magistrate/Executive Magistrate* as per (clause 4.6 B).

NOTE 2.2.1(a):1. Bidders once rejected on the basis of clause 2.2.1 shall be treated as finally rejected. No document shall be asked from the bidder in offline mode.

Applicable for road works only:

For macadamisation works, the lowest bidder must adhere the following guidelines before execution of work:

1. Quality Control(QC) and Quality Assurance(QA) to be strictly adhered to during macadamization works and the contracting agency will deliver bituminous macadamization work with desired specifications.
2. With regard to quality of bitumen being used by the contracting agency, Viscosity Grading (VG) 30 for bitumen will be used. No specification by way of penetration grade shall be allowed henceforth.
3. The Contracting agency must have an engineering staff and a fully equipped laboratory facility at HMP for facilitating spot testing under QA/QC domain. The Contracting agency must facilitate dedicated staff of one engineer and two technical assistants for ensuring QA/QC.
4. The contracting agency must have viscosity Grade (VG) Bitumen legibly and indelibly marked with following:
 - a) Manufacturers name or Trade-Mark(if any).
 - b) Month and year of manufacture.
 - c) Type of material and grade.
 - d) Batch number.
5. The declaration of source of bitumen with complete details like Manufacturer/Supplier, address, date of dispatch, its Batch No, its purchase history along with invoicing and transit particulars, are to be submitted by the contractor/HMP.

Note: The tender inviting authority, if necessary, shall make additions/alterations in respect of Machinery/ Equipment and technical personnel depending upon the magnitude and nature of work.

2.3. Financial Position:-

The applicant should demonstrate that he has excess to, or has available, liquid assets (aggregate Of working capital, cash in hand and uncommitted Bank Guarantee's) and / or credit facilities of not less than 10% of the value of the contract/ contracts applied for (construction cash-flow may be taken as 10% of the estimated value of contract / contracts).

2.4. The Employer can ask for balance sheets(whenever needed, however it is not mandatory to upload the balance sheet) for the last seven years which must demonstrate the soundness of the applicant's financial position, showing long term profitability including and estimated financial projection for the next two years. If necessary, the employer will make inquires with the applicant's bankers.

2.5. Litigation History:-

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last seven years. A consistent of awards against the applicant or any partner of a joint venture may result in failure of the applicant.

2.6. Joint Venture:- (Applicable for the works costing Rs.15.00 Crores and above in J&K State).If the bidder is a Joint Venture ,the partners would be limited to three (including lead partner).Joint Venture firm shall be jointly and severally responsible for completion of the project.

2.7 Joint Venture must fulfil the following minimum qualification requirement:-

i)The lead partner shall meet not less than 50% of qualification criteria given insub-clause 4.6(A-i)and 4.6(A-ii)of ITB of this bidding document.

ii) Each of the remaining partners shall meet not less than 25% of all thequalification criteria given in sub-clause 4.6(A-i)and 4.6A(ii) of I.T.B of this bidding document.

iii)The Joint Venture must also collectively satisfy the subject of the Criteria of clause 4.6(A-i)and 4.6(A-ii)of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.

iv) In the event that the Employer has caused to disqualify under clause 4.7 of ITB all of the Joint Venture partners will be disqualified.

v) Joint Venture applicants shall provide a certified copy of the Joint Venture agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.

vi)The available bid capacity of the J.V as required under clause 4.6 of ITB will be applied for the each partner to the extent of his proposed participation in the execution of the work.The total Bid Capacity available shall be more than estimated contract value.

Provisions Required to be Included in the Joint Venture Agreement

If the application is made by a Joint Venture of two or more firms ,the evidence of clear mandate (i ,e in the form of respective Board Resolution duly authenticated by competent authority)by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognising their respective authorised signatories signing for and on behalf of respective firms for the purpose of forming the Joint Venture .A certified copy of the power of attorney to the authorised representatives, signed by legally authorised signatories of all the firms of the Joint Venture shall accompany the application. The JV Agreement shall need to be submitted consisting but not limited to the following provisions.

- a)Name, Style and Project(s) specified JV with Head Office address
- b)Extent (or Equity) for participation of each party in the JV
- c)Commitment of each party to furnish the Bond money (i, e Bid security , performance security) to the extent of his participation in the JV.
- d)Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
- e)Working Capital arrangement.
- f) Operation of separate Bank Account in the name of JV to be operated by both the partners.
- g)Provision for cure in case non-performance of responsibility by any party of the J.V
- h)Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose of all or part of its respective interests in JV to any party including existing partner(s) of the JV .The Employer derives right for any consequent action (including blacklisting)against any or all JV partners in case of any breach in this regard.
- i)Management Structure of JV with details.
- j)Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
- k)Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
- l)The JV Agreement shall be duly registered by First Class Magistrate/Executive Magistrate.
- m)Any other relevant details.

SECTION - 3

GENERAL CONDITIONS OF CONTRACT

Section-3

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms. The **Adjudicator** (synonymous with Dispute Review Expert) is the person appointed jointly by the employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the adjudicator is defined in the contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The **Completion Date** is the date of completion of the Works as Certified by the Engineer in accordance with the clause 49.

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 Clause 2.3below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporation body whose Bid to carry out the works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical & Financial -Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provision of the Contract.

Days are calendar days; **months** are calendar months. A **Defect** is any part of the works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extension of time, and valuing the Compensation events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construction the works.

The **Initial Contract Price** is the Contract Price Listed in the Employer's Letter of Acceptance.

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 Contract Data. The Intended Completion Date may be revised only by the engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works, which is to have a mechanical, electrical, electronic, or chemical or biological function.

The **Site** is the area defined as such in the contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the works included in the contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site possession dates.

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 works on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the works.

The **Works** are what the Contract requires the contractor to construct, install, and turnover to the Employer, as defined in the contract Data.

2. Interpretation

2.1. In interpreting these conditions of Contract, 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 will provide instructions clarifying queries about the Conditions of contract.

2.2. If sectional completion is specified in the contract Data, references in the conditions of contract 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, notice to proceed with the works
- (c) Contractor's Bid
- (d) Contract Data
- (e) Conditions of Contract including Special Conditions of Contract
- (f) Specifications
- (g) Drawings
- (h) Bill of quantities and
- (i) Any other document listed in the Contract Data 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 contract Data.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will 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 Dispute Review Expert after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act

7. Other Contractors

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. The Contractor shall as referred to in the Contract Date, also provide facilities, and services for themes described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

8 Personnel

8.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the function stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule.

8.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his 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 working the Contract.

9. Employer's and Contractor's Risks

9.1 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.

10. Employer's Risks

10.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the works, other than the Contractor's design.

11. Contractor's Risks

- 11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the Contractor.

12. Insurance

- 12.1. 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 contract Data 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 of property (except the works, Plant, Materials and Equipment) in connection with the Contract; and
 - b) Personal injury or death.
- 12.2 Policy 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 provided for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 12.3. If the Contractor does not provide any of the policies and certificates required, the Employer may affect 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.
- 12.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 12.5. Both parties shall comply with any conditions of the insurance policies.

13. Site Investigation Reports

- 13.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

14. Queries about the Contract Data

- 14.1 The Engineer will clarify queries on the Contract Data.

15. Contractor to Construct the Works

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

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

17. Approval by the Engineer

- 17.1 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.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The contractor shall obtain approval of third parties to the design of the Temporary Works Where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary works, are subject to prior approval by the Engineer before their use.

18. Safety

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The contractor is to 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 provide adequate Site to the Contractor to start and carry out his construction activity.

21. Access to the Site

- 21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

22. Instructions

- 22.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable where the site is located.
- 22.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

23. DISPUTES:

23.1: If the contractor believes that the 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 Dispute Review Expert within 14 days of the notification of Engineer's decision.

24. Arbitration:

24.1: The Arbitration shall be conducted in accordance with the Arbitration procedure stated in the

Special Conditions of the Contract.

25. Replacement of Dispute Review Expert:

25.1: Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the contract; a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the appointing authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

25.2 Delays in Execution

i) A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of the procuring entity or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of the procuring entity or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

a) **Excusable delays** - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;

b) **Compensable delays** - or Compensation Events, which put full burden of responsibility on the Procuring Entity as covered in the GCC; and

c) **Inexcusable delay (contractor's own faults)**, which puts the full burden of responsibility on the contractor.

d) **Concurrent delays** - when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay

on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

ii) Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension and/ or monetary relief but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.

25.3 Liquidated Damages and Incentives/ Bonus

Normally, tenders shall be invited with reference to a pre-determined period of completion of works. Provision of incentives for completion of work before schedule should be sparingly made after careful assessment of tangible benefits there from and disclosed in the tender documents in clear monetary terms.

Incentives/ Bonus (e.g. one percent of the contract value per month subject to a maximum of five percent of contract value) for early completion and penalties for delay should, therefore, be built into the contract very judiciously. To avail of the incentive clause, it shall be mandatory on the part of the contractor to report the actual date of completion to the concerned Engineer.

(Engineer herein refers to PWO/ PSU/ Organisation to which work has been entrusted under Rule 133 of GFR 2017). The Engineer shall report the actual date of completion of the works as soon as possible through fax or email so that the report is received within seven days of such completion by the concerned CA.

In case of delay in completion of the contract, liquidated damages (for repair works costing upto Rs. Ten lakh - one percent of the contract value per week and for all other works half percent of the contract value per week of delay subject to a maximum of ten percent of contract value) should be levied. The penalties proposed for identified lapses of omission or commission must be disclosed in the tender documents in clear monetary terms.

25.4 Extension of Time (EOT)

i) Extension of Time (EOT) must not be left to the end; it should be dealt with promptly during the progress of the contract and for ongoing critical delay interim EOT may be awarded. The engineer shall, after due consultation with the procuring entity and the contractor, determine the length of such extension and notify the contractor accordingly, with a copy to the procuring entity. After the final stage of completion is reached (final taking-over certificate issued), EOT and LD may be reviewed, if required.

ii) If a compensation event occurs during the execution of the contract, the same shall be dealt with in terms of the GCC. The Engineer will assess whether and by how much the intended completion date shall be extended.

iii) Organisations may put in place a graded authority structure whereby extension of time for completion of contract, beyond a specified threshold value of contract, may be granted by the next higher authority.

25.5 Variations/ Extra/ Substituted Items

i) Variation means: (a) increase or decrease in the quantity of any work included in the BOQ of the contract; (b) omission of any such work (but not if the omitted work is to be carried out by the procuring entity by another contractor); (c) change in the character or quality or kind of any such work; (d) change in the levels, lines, position and dimensions of any part of the works; (e) additional work of any kind necessary for the completion of the works; and (f) change of the specified sequence or timing of construction of any part of the works. The variation or additional work must be a necessary part within the scope of the original works and should not completely change the scope/ character and purpose of the original contract. The variation may result in additional or reduced payments to the contractor or there may be no price change at all. It is important to have a written procedure as part of the contract, for the issuing of a variation instruction. Once it is decided that a variation is required, the instruction should be issued promptly to minimise any adverse effect on the overall works. Before a variation can be instructed by the Engineer to the contractor, prior approval from the Procuring Entity is needed, except for certain situations as may be specified in SCC. The rate/ price/ valuation do not have to be agreed with the contractor, although this is preferable. Any change in 'approval for construction' drawings should be evaluated properly and their full financial implications worked out at that very stage for submission to the appropriate authority for approval. In case there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the contractor and engineer and reported to the Procuring Entity for considering whether any action lies against the design consultant for non-conformity of the levels as shown by him in the drawings and those actually obtaining.

ii) Keeping Track of Variations/ Extra/ Substituted Items: The variations register shall be used to administer and keep track of the status of a variation. Normally, the contractor has a tendency to report and claim positive variations (variations causing higher payments) and may not report negative variations. However, the engineer and Procuring Entity must keep track of such negative variations and issue timely letters. This shall cover the following important steps:

- a) The Procuring Entity's prior approval of the issue of the variation instruction;
- b) The engineer's instruction to the contractor (this letter creates the variation). Particular details of a variation are not entered into the variations register until the day the instruction is issued. Prior to that it is only a 'proposed variation' and is tracked/ administered in a separate register;
- c) The variation instruction letter must be given a unique variation number and details entered into the variation register;
- d) The register is updated at the end of each month and summarised on one sheet as 'variation status', so that the involved agencies are aware as to what work needing action is held up with each of them; and
- e) The financial implications are kept up to date.

iii) Valuation of Variations: While taking decision with regards to variations a balance should be maintained between the perceived risks in quick finalisation of variations against the opportunity costs of delayed decision making e.g. project delays, cost escalations, loss of transparency etc. Variation instructions for modified, new or additional work involving extra cost shall be valued as per the procedure set out in the relevant clauses of the contract. The following are the steps to be taken by the Engineer:

- a) To form an opinion as to the applicability of the rates in BOQ and if considered applicable, to use BOQ rates;
- b) If not considered applicable, to use BOQ rates as the basis for valuation;
- c) In the event of a disagreement, to consult with procuring entity and contractor to try and agree on suitable rates; this means developing new rates from first principles;
- d) If there is disagreement, to fix the appropriate rate; and
- e) To determine provisional rates to allow monthly certification.

In making his recommendations, the engineer should give the contractor the opportunity to state his case and, if he considers the BOQ rate to be inappropriate, to present his proposals as to how the rate should be adjusted or what basis should be used to assess a new price. For his part, the contractor must support his submission with full particulars including, where applicable, a detailed cost breakdown of any rate in BOQ. The Procuring Entity must also be consulted with. The Procuring Entity should ensure that the above procedure has been duly followed and appropriately explained by the engineer in his recommendations, before he approves the variation. Where it is reasonable to value at the BOQ rate or some modification of it, any stance by the contractor that the tendered price may be 'wrong' or deliberately set low is irrelevant. The threshold level of the value/ quantity of a varied item below which a variation will not merit re-fixation of rate or price should be specified in the SBD.

In case the engineer, while doing valuation of variations, notices significant cost and time over-runs due to deviations between actual ground situation and the situation recorded in DPR, he must bring to Procuring Entity's notice the reach-wise differences and the Ministry/ Department may consider stringent action against the consultant who has prepared such DPRs as per para 2.4.2 of Manual for Procurement of Works 2022.

25.6 Closure of Contract

Completion of Contract

The contract is not to be treated as completed until a Defects Liability Certificate (DLC) has

been issued. There will be only one DLC. It will be issued when the contractor has completed all his obligations under the contract. While making the final payment to the contractor and before releasing the PBG, it should be ensured that there is nothing outstanding from the contractor, because it would be difficult to retrieve such amounts after releasing the bank guarantee/ final payment. Before the bank guarantee is released a "no claim certificate" may be taken from the contractor as per the format given in Annexure 7. At least in large contracts (above Rs. 25 (twenty-five) lakh), it should be ensured that before the release of the bank guarantee (final payment, if there is no bank guarantee), the following reconciliations should be done across departments involved in the execution of the contract:

a) Material and Works Reconciliation

The Ministry/ Department should confirm that all Works ordered in the contract and paid for have been taken over in good condition and there is no shortcoming. Full reconciliation of all materials, machinery and assets provided to the contractor should be done including wastages and return of scrap/ off-cuts.

b) Reconciliation with the User Department

Besides Works reconciliation, the user department should certify in writing that the following activities (wherever applicable) have been completed by the contractor, to the department's satisfaction, as per the contract:

- i) Achievement of performance standards of Work;
- ii) Installation and commissioning, if any;
- iii) Support service during the Defect Liability Period which has ended on _____;
- iv) As Made Drawings;
- v) Return of all ID cards, gate passes, documents, drawings, protective gear, material, equipment, facilities and assets loaned to contractor.

c) Payment Reconciliation

The Ministries/ Departments may reconcile payments made to the contractor to ensure that there is no liability outstanding against the contractor on account of:

- i) LD;
- ii) Price reduction enforced on account of shortfall in standards of Work;
- iii) Variations/ deviations from the scope of the contract;
- iv) Overpayments/ duplicate payments, if any;
- v) Services availed from Procuring Entity and vacation thereof such as accommodation, electricity, water, security, transport, cranes and other machinery, and so on,
- vi) Demurrage, insurance premiums or claims, and so on;
- vii) Works reconciliation;
- viii) Price variations;
- ix) Statutory duties paid on behalf of the contractor by Procuring Entity; and

On satisfactory reconciliation and against a "no claim certificate" from the contractor, the bank guarantee may be released and its acknowledgement taken from the contractor.

25.7 Breach of Contract, Remedies and Termination

1. Breach of Contract

In case the contractor is unable to honour important stipulations of the contract, or gives notice of his intention of not honouring or his inability to honour such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to complete the Work within stipulated time. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously.

As soon as a breach of contract is noticed, a show cause notice should be issued to the contractor, giving two weeks' notice, reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

If termination takes place because of a fundamental breach/ insolvency on the part of the contractor, the engineer shall issue a certificate for the value of work done, deducting from the amounts in respect of: (i) advance payments; (ii) any recoveries; (iii) taxes as due; and (iv) percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the procuring entity exceeds that due to the contractor, the difference will be a debt payable to the procuring entity. The CA may terminate a contract in the following cases.

The Procuring Entity is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

2. Cancellation of Contract for Default

Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractor, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if the contractor has:

i) has seriously or repeatedly breached the contract, including

a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;

b) failure to obey instructions in relation to his progress or defective work, material or plant;

c) breach of the prohibition against sub-contracting

d) Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;

e) Substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer

f) Failure to comply with the requirements regarding JVs

ii) committed fraud

iii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted. 46New rule 227A of GFR,

2017 notified vide OM No. F./1/9/2021-PPD issued by Department of Expenditure dated 29.10.2021.

iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

a) Forfeiture of the performance security;

b) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper. In small value contracts, instead of Risk Purchase, a fixed percentage recovery may be provided in the SBD; and

c) However, the contractor shall continue to fulfil the contract to the extent not terminated. Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

3. Termination of Contract for Insolvency

If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

4. Termination of Contract for Procuring Entity's Failure or Convenience

After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the contractor for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will to become effective.

This is not Procuring Entity's legal right- the contractor has to be persuaded to acquiesce.

Depending on the merits of the case, the contractor may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be to be incorporated in the tender document as well as in the resultant contract. If termination occurs because of Procuring Entity's convenience or a fundamental breach on his part, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it: (i) pending advances; (ii) other recoveries; and (iii) taxes as due.

B- TIME CONTROL

26. Programme

- 26.1 Within the time stated in the Contract Data (30 days) 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 along with monthly cash flow forecast.
- 26.2 An update of the Programme shall be a program showing the actual progress achieved on each activity and the effect of the 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.
- 26.3 The Contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 26.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 26.5 The contractor shall submit list of equipment and machinery being brought to site, list of key personnel being deployed. The Engineer shall have their detail to be verified at each stage of programme.

27. Extension of the Intended Completion Date

- 27.1 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 and which would cause the Contractor to incur additional cost.
- 27.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 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.
- 27.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended completion date refer to the employer his decision. The employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the engineer's decision.

28. Delays 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 is to provide copies of this record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to 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 Warning

- 30.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increases the Contract Price or delay the execution of 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 is to be Provide by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Engineer in making and considering proposal 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.

A. QUALITY CONTROL

31. Quality Assurance Programme (For Works Valuing Rs.10.00 crores and Above)

The Contractor shall prepare and submit a quality control plan/mechanism (**Quality Assurance Plan**” or **“QAP”**) and make all necessary arrangements to ensure its compliance. Having regard to the requirement of the project, Quality assurance plan shall be devised by taking into consideration the quality assurance manual/guide which is available on the web site of PW(R&B) Department of Chief Engineer(s) Jammu/ Kashmir; this manual or guide can also be availed from the office of Chief Engineer Jammu/ Kashmir; District Superintending Engineers and Executive Engineers.

While submitting the bid, the bidder along with other documents shall submit Quality Assurance Plan (QAP) as per the clause 4.1 and 4.3(p) of ITB. However a final QAP shall be framed by the successful bidder after the allotment of work. The Engineer –in charge shall convey its comments to the contractor within a period of 21 days of receipt of the QAP after the allotment of work, stating the modifications, and the contractor shall incorporate those in the QAP to the extent required for conforming with the provisions of Quality Assurance manual/guide, which shall be approved by the competent authority and treated as inseparable part of agreement to be signed between the contractor and the department.

31.1 Contractor shall be solely responsible for quality of construction material used in the work as well as quality of work executed.

32. Tests

The contractor shall be responsible for carryout various test at this cost.

32.1 If the Engineer-in-Charge instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test Confirms the defect, then the contractor shall have to pay for the tests and the defective work shall have to be dismantled and reconstructed in accordance to the IRC/MOST/BIS/CPWD/NBO Specifications as applicable.

The Engineer in-charge of site shall ensure / will certify that the lab has been established & tests performed.

The contractor will furnish documentary proof of procurement of materials like cement, steel and other equipments and goods to the engineer in-charge. This will include original vouchers for all quantities in lieu of purchase of materials/ equipments etc from the original manufacturer or authorized dealer/distributor to the satisfaction of engineer in-charge for ascertaining genuineness of materials.

Attested copy of such material shall be submitted along with the bills.

No extra payment on account of quality control measures shall be paid to the contractor

33. Identifying Defects

33.1 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 at site.

34. Correction of Defects noticed during the Defects Liability Period and Routine Maintenance of roads.

34.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which shall begin from the certified Completion date and ends after three years. The defects liability period shall be extended for as long as defects remain to be corrected.

34.2 Every time notice of a Defect/ Defects is given; the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

34.3 The contractor shall do routine maintenance of roads including pavement, road sides, cross drains surface drains to required standards and shall keep the entire road surface and structure in defect free condition during entire maintenance period which shall begin from certified complete date and ends after seven years. In case contractor fails to comply with same, action as per relevant clause of contract/ SBD shall be initiated including debarring of said contractor from further participating in bidding process.

The concerned AEEs/AEs/JEs shall constantly visit the roads during maintenance period to check the deterioration of roads under DLP and inform the Engineer (Executive Engineer) about the condition of road with photographs of potholes in case of deteriorated road.

The routine maintenance standards shall have the following minimum requirements.

- i) Pot holes on road surface to be repaired soon after these appear or brought to contractor's notice.
- ii) Road shoulders to be maintained in proper condition and camber making them free from excessive edge drop offs, roughness, scouring or pot holes.
- iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- iv) Clearing of culverts, catch pits for free flow of water.
- v) Removal of slips including individual boulders from road.
- vi) Removal of vegetations from berms.
- vii) Any other maintenance operation requires to keep road traffic worthy at all times during maintenance period.

To fulfil the objectives laid down above, the contractor shall undertake detailed inspection of road at least once in a month. The Engineer can increase this frequency in case of emergency. The contractor is required to pay particular attention on those road sections/ stretches which are likely to be damaged or inundated during rainy season.

The Engineer may issue notice to contractor to carry out maintenance of defects if any noticed in his inspection or brought to his notice. The contractor shall remove defects within the period specified in notice and submit a compliance report to Engineer.

35. Uncorrected Defects

35.1 If the contractor has not corrected a defect pertaining to Defect Liability Period under relevant clause of the contract to the satisfaction of Engineer, within time specified in Engineer's notice, the Engineer will assess the cost of having defect corrected and contractor will pay this amount, as correction of the defect.

D. COST CONTROL

36. Bill of Quantities

- 36.1 The Bill of Quantities shall contain items for the Construction, Installation, testing, and commissioning work to be done by the Contractor.
- 36.2 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.

36.3. Cash Flow forecasts

- 36.4 When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

37. Payment Certificate

- 37.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 37.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit the month in question in respect of materials for the works in the relevant amounts.
- 37.3 The value of work executed shall be determined by the Engineer.
- 37.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- 37.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 37.6 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.
- 37.7 **Payments to contractor for routine maintenance**
- a) The contractor will submit to Engineer a bill every month for routine maintenance of road from date of maintenance period starts. It will be supported with Geo-tagged photographs, before, during and after maintenance and a copy of contractor's monthly inspection and other instructions received from Engineer.
 - b) The payment shall be made based on performance by the contractor.
 - c) If bill for a month is not received from the contractor by 10th day of succeeding month or/ and if Engineer has not certified that contractor has corrected out the maintenance work for defects brought to his notice within specified period, no payment will become due to contractor for that month.
 - d) If the contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to contractor for that month.

37.8 Drawings and Photographs of works.

The contractor shall do photography/ video photography of site first before start of work, mid-way during execution at different stages of work and lastly after completion of work and submit it to Engineer. No extra payment shall be made to the contractor on this account. All photographs shall be geo-tagged with date and time.

37.9 Building work

| | | | |
|----|--|----------------------|------------------------------|
| 1 | Internal white & color washing | As and when required | Annually |
| 2 | External white & color washing | As and when required | Every two year |
| 3 | External painting | As and when required | To be done according to need |
| 4 | Internal painting | As and when required | Every 3 years |
| 5 | Internal distempering | As and when required | Every 3 years |
| 6 | Dampness appeared ceiling, floors, etc. On surface of wall. | As and when required | |
| 7 | Leakage, cracks in drainage system, dampness in sunk portions. | As and when required | |
| 8 | Defects in paint works, distempering, white- wash, etc. for example, unevenness in shade, peeling out, flakes on the surface, etc. | As and when required | |
| 9 | Cracks, settlement, unevenness, opening of joints in floorings | As and when required | |
| 10 | Doors, Windows and Ventilators opening and closing are not smooth. Fitting & fixtures are not functioning smoothly. | As and when required | |
| 11 | Leakage/chocking in pipelines, taps, valves, showers, wash basin, etc. Sanitary-ware fitting not functioning smoothly | As and when required | |
| 12 | External services for storm water, sewerage, rain water harvesting system not functioning properly | As and when required | |
| 13 | In addition to the above, any defects identified by the user and/or Engineer- in-charge shall be rectified by the contracting agency within notified period assigned by the Engineer-in-charge | As and when required | |

| | | | |
|----|---|----------------------|--|
| 14 | The defect shall be in case of non-functioning of the following items: Internal and External wiring, panels, cables, LT installation from distribution board to end use points, MCBs/DBs, ELCBs, earthing, Switches, sockets, distribution panels, panel switchgears, panel instruments, MCBs, bus bars, cable trenching, Lugs, connecting wire and any other items specified under the contract | As and when required | |
| 15 | Regular maintenance of following 1.D.G. Set 2. Lifts and Escalators. 3. Air cooling/Air conditioning/Heating System. 4. Firefighting system. 5. CCTV,EPABX 6. Security system equipment. 7. Electric Motors Pumps. | As and when required | |

38. **Payments**

- 38.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.
- 38.2 Items of the works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

39. **Tax**

- 39.1 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes including GST (SGST AND CGST) that the Contractor will have to pay for the performance of this Contract up to the completion. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law from time to time.

40. **Currencies**

- 40.1 All Payments shall be made in Indian Rupees.

41. **Price Adjustment**

- 41.1 The rates quoted by the contract shall be deemed to include price escalation up to completion of project.

42. **Retention Money & Maintenance Liability:** -An amount equal to 10% of the payments due shall be retained and treated as a deposit on account of retention money and maintenance/defect liability for a period of (03) three years from the date of virtual/Certified completion of the work. The same shall be released after successful completion of maintenance liability for the said period as per schedule given below:-.

- i) 50% after completion of work.
- ii) 20% of such deposit after One year of maintenance to be counted from Virtual/Certified date of completion.

- iii) 20% of such deposit after two years of maintenance to be counted from Virtual/Certified date of completion.
 - iv) 10% of such deposit after three years of maintenance to be counted from Virtual/Certified date of completion.
- 42.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

43 Deleted

44. **Secured Advance**

No secured advance shall be payable to the contractor.

45. **Securities**

- 45.1 The Performance Security (including additional security for unbalanced bids) shall be provide to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

47. **Cost of Repairs**

- 47.1 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 period shall be remedied by the contractor at the contractor's cost, if the loss or damage arises from the contractor's acts or omissions.

E. FINISHING THE CONTRACT

48 **Completion of construction and maintenance.**

- 48.1 The Contractor shall request the Engineer to issue a **CERTIFICATE OF COMPLETION** of the works and the Engineer will do so upon deciding that the Work is completed.

49. **Taking Over**

- 49.1 The Employer shall take over the Site and the works within seven days of the Engineer issuing a certificate of Completion of works. The contractor shall continue to remain responsible for its routine maintenance during the maintenance period.

50. **Final Account**

- 50.1 The Contractor shall supply to the Engineer 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 **Defect Liability Certificate** and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's accounts if it is correct and complete. If it is not, the Engineer shall issue within 56 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 Contactor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

51. Operating and Maintenance Manuals

- 51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payment due to the Contractor.

52. Termination

- 52.1 The Employer may terminate the contract if the contractor causes a fundamental breach of the Contract.
- 52.2 Fundamental breaches of Contract 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 programme and the stoppage has not been authorized by the Engineer;
 - (b) The contractor is declared bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - (c) If the contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data or Appendix to ITB at the appropriate time.
 - (d) The Engineer gives Notice that failure to correct a particular Defect is fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (e) The Contractor does not maintain a duly validated security, which is required;
 - (f) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the Contract data; and
 - (g) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "**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. "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 Borrower, and includes collusive practice amount Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition".

- 52.3 When the Employer gives notice of a breach of contract to the contractor for a cause other than those listed under Sub Clause 53 above, the Engineer shall decide whether the breach is fundamental or not.
- 52.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 52.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the site without shifting any equipment as soon as reasonably possible.

53. Payment upon Termination

- 53.1** 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 less Liquidated damages, advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. If the amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 53.2** If the Contract is terminated at 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, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works less other recoveries due in terms of the contract and less taxes due to be deducted at sources as per applicable law.

54. Property

- 54.1** All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's defaulted.

55. Release from Performance

- 55.1** 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 commitment was made.
- 55.2** Death or permanent invalidity of the contractor: the contractor shall indicate nominee for the contract at the time of signing of the agreement. If the contractor dies during currency of the contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the contract, the contract shall be closed without levying any damages/compensation. However, if the nominee expresses his/her intention to complete, the balance work and the competent authority is satisfied about the competence of nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms & conditions under which the contract was initially awarded.

SECTION-4

SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

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 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 their information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS

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, regulation, notifications and bye laws of the State or Central Government of 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 Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the employer indemnified in case any action is taken against the Employer 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/byelaws/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 employer 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, and 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 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 up to 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 setup 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 become 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 State and Central Government to 50). The Act provides for laying down rules governing 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 workmen 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 accommodation 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 of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It

is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

ARBITRATION (GCC CLAUSE 24 and 25)

The procedure for Arbitration will be as follows:

Any Dispute or difference arising between the department and contractor shall be dealt in accordance with J&K Arbitration Act in vogue.

- (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The parties shall make efforts to agree on a sole Arbitrator and only if such an attempt does not succeed then the 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 Council, Indian Road Congress.
- b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as Presiding Arbitrator. 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 Council, Indian Road Congress.
- c) If one of the parties fails to appoint the Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of notice of appointment of its Arbitrator by the other party, then the Council of Indian Road Congress shall appoint the Arbitrator. A certified copy of the order of the Council of Indian Road Congress making such appointment shall be furnished to each of the parties.
- d) Arbitration proceedings shall be held at Srinagar/Jammu, India and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English.
- e) The decision of the majority of Arbitrators shall be final and binding upon both the 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 preparation, presentation etc. of its proceedings as also the fee and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

4. Maintenance period:

~~The priority of routine maintenance activities shall be as follows~~ **for road work.**

| S.No. | Name of items/ activity | Frequency of operation in on year |
|-------|---|---|
| 1. | Restoration of rain cuts and dressing berms as per clause 1902 of MORD Specifications. | One generally after rains or as and when required. |
| 2. | Maintenance of earthen shoulders as per clause 1903 of MORD Specifications | Minimum twice in a year/as and when required. |

| | | |
|----|--|--|
| 3. | Maintenance of Bituminous surface and or gravel road, WBM, WMM including filling of pot holes an patches repairs as per clause 1904, 1906 & 1907 of MORD specifications respectively. | As and when required. |
| 4. | Clearance/ maintenance of drains as per clause 1908 of MORD specifications. | Before and after rainy season/as and when required |
| 5. | Maintenance of culverts and causeways etc as per clause 1909 & 1910 of MORD Specifications. | Before and after rainy season/as and when required. |
| 6. | Cutting of shrubs, trimming / removal of weeds from shoulders as per clause 1915 of MORD Specifications. | Minimum twice in a year/as and when required. |
| 7. | Slip removal. | As and when required. |

CONTRACT DATA

SECTION - 5

CONTRACT DATA

Items marked "N/A" do not apply in this contract.

1. a) The Employer is

[Cl.1.1]

Name: Chief Engineer, PW (R&B) Department, Jammu Zone.

Address: Jammu Zone.

b) The Engineer is : Executive Engineer(Refer 1st page of e-NIT for name of Division under which this work pertains to)

Address:

E-Mail ID :

Telephone No.:

Engineer is the Engineer-in-charge for the Project

2. The Dispute Review as per Arbitration (GCC) Clause 25.

3. The defects liability period starts from the actual date of completion .

4. The start date shall be **seven days from the** date of issue of the notice to proceed with the work/letter of allotment.

Milestone dates:

A. Milestone to be achieved during the contract period for completion of work.

i. 1/8th of the value of entire contract upto 1/4th of the period allowed for completion of construction.

ii. 3/8th of the value of entire contract upto 1/2 of the period allowed for completion of construction.

- iii. 3/4th of the value of entire contract upto 3/4th of the period allowed for completion of contraction.
- iv. Rest of the work within the remaining time period.

B. Amount of liquidated damages for delay in completion of work----- For whole of work 1% of the initial contract price, rounded off to the nearest thousand, per week.

C. Maximum limit of liquidated damages for delay in completion - 10% of the initial contract price of work rounded off to the nearest thousand

5. The works consist of, the work shall, inter-alia, include the following as specified or as directed.

(A) Road works-----

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/ parallel pavements remodeling/construction of junctions, intersections, bus bays, lay byes; supplying and placing of drainage channels, flumes, guard posts and guard other related items; construction /extension of cross drainage works, bridges, approaches and other related stones; road markings, road signs and kilometer/ hectometer stones; protective works for roads/ bridges; all aspects of quality assurance of various components of the works; rectification of the defects in the completed works during the Defects Liability Period; submission of 'As built' drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety service road; bituminous.

(B) Bridgeworks-----

Site clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/ down take pipes, arrangements for fixing light posts, water mains, utilities etc; provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of 'As-built' drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.

(C) Building Works:-(Deleted)

Site clearance; setting out, provision of foundations, walls (stone/ brick masonry); reinforced cement concrete structures like column, beams etc; roofing, flooring, plaster, pointing, white/colour wash, wood work, steel work,

water supply and sanitary; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of 'As- built' drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insuresafety.

(D) Other Items

The following documents also from part of the contract: [Cl.2.3(i) of GCC]

Specification of Roads and Bridges (4th edition)

1. The law which applies to the contract is law of Union of India [Cl.3.1 of GCC]
2. The language of the contract documents is English. [Cl.3.1 of GCC]
3. The Schedule of other contractors [Cl 7 of GCC]
4. The schedule of key personnel [Cl.4.6(B) of Section-I]
5. The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four Occurrences always.[Cl..12 of GCC]
6. Site investigation report [Cl.13 of GCC]
7. The Site Possession Dates shall be **same as date of letter to proceed with the work /letter of allotment.**
[Cl.19 of GCC]
8. Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (As per clause 23 of GCC)
9. Appointing Authority for the Dispute Review Expert - To be nominated in the Bidding document. (As per clause 23of GCC)
10. The period for submission of the programme for approval of Engineer shall be [Cl.26 of GCC] 21 days from the issue of Letter of Acceptance.
11. The period between Programme updates shall be 30 days. [Cl.26 of GCC]
12. The amount to be withheld for late submission of an updated programme shall be **(As decided by the employer)**. [Cl.26 of GCC]
13. The currency of the contract is Indian Rupees. [Cl.40 of GCC]
14. The formula (e) for adjustment of price are : **(Not Applicable)**
15. The proportion of payments retained (retention money) shall be 10% from each bill.
16. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: **Performance** Security for 5 percent of contract price in terms of ITB Clause30 valid for 28 days after DLP period of 03 years. Short term performance security shall be further extended by the contractor before expiry of the validity period failing which, the contract shall be terminated besides, the securities and the pending work done claim if any, of the contractor shall be forfeited and the contractor shall also be black listed.
17. The standard form of Performance Security acceptable to the Employer shall be CDR/FDR or an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.
18. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is Within 28 days of issue of certificate of completion of whole or section of the work, as the case may be----
(N/A)
19. The amount to be withheld for failing to supply "as built" drawings by the data required Rs.2% of contract value.**(N/A)**

20. The following event shall constitute fundamental breach of contract. "The Contractor has Contravened Clause 9 of GCC." & clause 34 of GCC.
21. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **20 percent**[Cl.54 of GCC]

SECTION-6

BILL OF QUANTITIES (BOQ)

Uploaded on website www.jktenders.gov.in

LIST OF PREFERRED MAKES FOR CIVIL WORKS

| LIST OF PREFERRED MAKE | | |
|-------------------------------|---|--|
| Sr.No. | Name of Product/Material | Preferred Brand Names |
| 1 | ORDINARY PORTLAND CEMENT(GREY) (43GRADE) | ACC,ULTRATECH, VIKRAM,SHREE CEMENT, AMBUJA, JAYPEE CEMENT & CENTURY CEMENT. |
| 2 | PORTLAND POZZOLONA CEMENT(GREY) (43GRADE) | ACC, ULTRATECH, AMBUJA, JAYPEE CEMENT & CENTURY CEMENT |
| 3 | WHITE CEMENT | JAIPUR SUPREME PACKAGING PVT.LTD., ULTRATECH CEMENT LIMITED & BIRLA WHITE. |
| 4 | REINFORCEMENT STEEL (only TMT Primary Steel) | TATA STEEL LTD., RINL & JINDAL PANTHER STEEL |
| 5 | ADMIXTURES | CICO, FAIRMATE,HIND PLAST SUPER,SUPAPLAST, SIKA, FOSROC, ASIAN PAINTS |
| 6 | WATERP ROOFING COMPOUND | FOSROC,CICO,KRYTON,BUILDIMATE,PIDLITE, FAIRMATE, SIKA, ASIAN PAINTS |
| 7 | AUTO CLAVEDAERATEDBLOCKS | BILTECH,ECOGREEN,FINECRETE. |
| 8 | POLYMER MODIFIED ADHESIVE FORMC BLOCKS | MYKLATICRETE,FERROUSCRETE,ARDEX ENDURA, ULTRATECH, SIKA, HINDWARE QUEO. |
| 9 | FACTORY MADE PANELLED & WIRE GAUGE WOODEN DOOR / WINDOW SHUTTERS. | M/S JAINWOOD INDUSTRIES, KUTTY DOORS, SAMRAT PLYWOOD, NEW JAGDAMBA DOORS, MERINO, KITPLY,ASTIMBER,JAIN DOORSPVT.LTD. |
| 10 | FLUSH DOOR SHUTTERS | KUTTY FLUSH DOOR, SAMRAT LAMINATE, NATIONAL PLYWOODS, JAIN WOOD INDUSTRIES, MERINO, MINIMAX , CENTURY, ASTIMBER.ORION, JAIN DOORS PVT.LTD. |
| 11 | BLOCK BOARD | MERINO, MINIMAX,NATIONAL, ARCHIDPLY,CENT PLY, JAYNA, CENTURY. |
| 12 | LAMINATES | SAMRAT,VIRGO,MERINO, ARCHIDPLY,CENTURY LAMINATES, GREENLAM |
| 13 | PRE-LAMINATED PARTICLE BOARD | ARCHIDPLY,CENTURY PLYBOARDS,BALAJI ACTION BUILDWELL, ECOBOARD |
| 14 | PARTICLE BOARD (MEDIUMDENSITY)/ VENEERED PARTICLE BOARD | CENTURY PLYBOARDS (INDIAN) LTD., BALAJI ACTIONBUILDWELL,EVERGREENBOARDLAM, ECOBOARD INDUSTRIES LTD. |
| 15 | PRE-LAMINATED MEDIUM DENSITY FIBRE BOARD | CENTURY PLYBOARDS,GREENPLY,BALAJIACTION BUILDWELL |
| 16 | OMS/MS DOOR FITTINGS | ASHISH, AGGARWAL STEELS, DOOR DEVICES MANUFACTURINGCOMPANY,MANUENGINEERING COMPANY, M.C.MOWJEE&CO.,SHRIGANPATI DOORS |
| 17 | TOILET CUBICALS | GREELAM,MERINO,DORMA,PRAYAG |
| 18 | STAINLESS STEELDOOR/WINDOW HARDWARE FITTINGS (FIRERATED AND NON-FIRE RATED) | DORMA,ASSAABLOY, GEZE,D-LINE,KICH, GODREJ, HAFELE,PRAYAG |
| 19 | ANODISED/ZINCALLOY/ALUMINIUM HARDWARE DOOR/WINDOW FITTINGS | PULSE,SAVIO,HOPPE,ALUTECH |

| | | |
|----|--|--|
| 20 | FRP DOOR FRAMES & SHUTTERS | ASHISH INDUSTRIES, JAYNA, SAINIK (CENTURY PLYWOOD), SELECTED PRODUCTS CO., JAIN DOORS PVT. LTD. |
| 21 | UPVC WINDOWS/DOORS | VEKA, FENESTA, REHAU, PROMINANCE WINDOW SYSTEM, ALUPLAST, ENCRAFT, WINDA |
| 22 | UPVC WINDOW/DOOR HARDWARE FITTINGS (ZINC ALLOY) | PULSE, HOPPE, GU, ROTO, GODREJ, KINLONG, PRAYAG |
| 23 | WINDOWS BLINDS | VISTA, MAC, HUNTER, DOUGLAS, DE-DECOR |
| 24 | STRUCTURAL STEEL SUCH AS MS FLATS, SQ. BARS, ANGLES ETC. | SAIL, TATA STEEL, RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD. |
| 25 | FIRE RATED DOORS (METALLIC/ NON METALLIC) | KUTTY DOORS, NAVAIR, PROMAT, SYNERGY THRI SLINGTON, JAIN DOORS PVT. LTD. |
| 26 | HOT-ROLLED STEEL SECTIONS FOR MS DOORS, WINDOWS AND VENTILATORS | NAV DURGA STEEL CORPN, CRM STEEL SP. LTD, SHYAMISPAT UDYOG, VIMAL, SHIV |
| 27 | MILD STEEL DOOR, WINDOWS & VENTILATORS MANUFACTURERS | FRIENDS MANUFACTURING COMPANY, KOTKAPURA, PD INDUSTRIES, SHAKTI INDUSTRIES, STEELMAN INDUSTRIES, SKS STEEL INDUSTRIES, SHIVAM |
| 28 | PRESSED STEEL DOOR FRAMES MANUFACTURERS | KRISHNA STEEL FABRICATOR SIRSA, LAXMI STEEL WORKS BAHADURGARH, ASHISH INDUSTRIES GHAZIABAD, ASHWANI & SONS, SHRIGANPATI DOORS. |
| 29 | HOLLOW STEEL SECTIONS | JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD. |
| 30 | STEEL TUBES FOR STRUCTURAL STEEL | JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD. |
| 31 | DASH/ANCHORING FASTENERS, BOLTS, SCREWS AND NUTS. | HILTI, FISCHER, CKW, ATUL, PRIYA, WUERTH |
| 32 | STAINLESS STEEL RAILING | DORMA, KICH, OM STEEL, D-LINE. |
| 33 | CHEQUERRED PRE-CAST CC TILES | NTC, SWASTIK TILE, POOJA CONCRETE FABRICATORS, GTC, DALAL TILES |
| 34 | CERAMIC TILES | SOMANY, KAJARIA, ORIENT BELL, HINDWARE QUEO |
| 35 | VITRIFIED TILES | SOMANY, KAJARIA, ORIENT BELL, HINDWARE QUEO |
| 36 | ADHESIVE/GROUTING FOR USE WITH TILES | FERROUS CRETE, MYKLATICRETE, ARDEX EDURA, FAIRMATE, DURA BUILD CARE, SIKKA, ASIAN PAINTS SMART CARE, HINDWARE QUEO |
| 37 | WOODEN LAMINATE FLOORING | PERGO, KRONOTEX, FLORENCE, UNITEX, ACTION TESA |
| 38 | UNPLASTICISED RIGID PVC PIPE & FITTINGS | SUPREME, FINOLEX, PRINCE, KISAN, DIPLAST, PRAYAG |
| 39 | GALVANISED STEEL SHEETS (UNCOATED & PRE-COATED) | TATA, JINDAL, NCL |
| 40 | ROOFING SHEETS (GALVALUME) | CRIL, LLOYDS, INTERACH, MULTICOLOR, BHUSHAN POWER STEEL |
| 41 | FALSE CEILING-GYPSUM/ GRG (GLASS REINFORCED GYPSUM) | SAINT GOBAIN, VANS GYPSUM, USG BORAL, LLYOD, DIAMOND CEILING |
| 42 | FALSE CEILING-METAL | ARMSTRONG, SAINT GOBAIN, HUNTER DOUGLAS |
| 43 | FALSE CEILING-CALCIUM SILICATE | HILUX, AEROLITE, ARMSTRONG |
| 44 | FALSE CEILING-MINERAL FIBRE | ARMSTRONG, DEIKEN, DEXUNE, SAINT GOBAIN |
| 45 | ACCOUSTIC: GLASS / WOODEN FIBRE FALSE CEILING AND WOODEN/ FABRIC WALL LINING | ARMSTRONG, DEXUNE, HIMALYAN ACOUSTICS, ANUTONE |

| | | |
|----|---|--|
| 46 | FALSE CEILING-ALUMINIUMPOWDER COATED | ARMSTRONG,SAINTGOBAIN,HUNTER |
| 47 | LIGHT WEIGHT GYPSUM PLASTER | SAINT GOBAIN, ULTRATECH, FERROUS CRETE,USG BORAL. |
| 48 | OIL BOUND DISTEMPER/ACRYLIC DISTEMPER* | NEROLAC ACRYLIC DISTEMPER, TRACTOR ACRYLIC DISTEMPER (ASIANPAINTS),MAXILITE ACRYLIC DISTEMPER (ICI),BISONACRYLIC DISTEMPER(BERGER). |
| 49 | INTERIORE MULSION/PLASTIC EMULSION* | DULUX ACRYLICEMULSION/ SOLITAIRE A-1000(ICI), APCOLITE PREMIMUM EMULSION (ASIAN), BEAUTY GOLD (NEROLAC), SILK (BERGER) |
| 50 | ACRYLIC SMOOTH EXTERIORPAINT* | APEX ULTIMA (ASIAN), DULUX WEATHERSHEILD MAX (ICI),EXCEL(NEROLAC), WEATHERCOAT ALL GUARD(BERGER) |
| 51 | DRY DISTEMPER* | NEROLAC, BERGER, ASIANPAINTS, ICI,JENSON&NICHOLSON (J&N) |
| 52 | TEXTURED EXTERIOR PAINT* | NEROLAC,BERGER,ASIANPAINTS, ICI |
| 53 | SYNTHETIC ENAMEL PAINTS* | DULUXHI-GLOSS(ICI),APCOLITEPREMIMUMGLOSS (ASIAN),NEROLAC HIGHGLOSS (NEROLAC), LUXOL HI-GLOSS (BERGER) |
| 54 | WOOD PRIMER* | NEROLAC,BERGER,ASIANPAINTS,ICI |
| 55 | STEEL PRIMER* | NEROLAC,BERGER,ASIANPAINTS,ICI |
| 56 | EXTERIOR WALL PRIMER* | EXTERIORNEROLACPRIMER,EXTERIORBERGER PRIMER,EXTERIOR ASIAN PAINTSPRIMER, EXTERIOR ICIPRIMER |
| 57 | WALL PUTTY (WHITE CEMENT BASED) | BIRLAWALLCARE,SARAWALLPUTTY |
| 58 | POLYMER MODIFIED SELFCURING PLASTER | MYK LATICRETE,FERROUS CRETE,ARDEX ENDURA,ULTRATECH |
| 59 | PAVER/ GRASSPAVER BLOCKS& KERB STONES | NATIONAL TILES CORPORATION, SARAL IMPEX, BALAJITILES, METRO PAVERS, MGINFRA,KRISHNA TILES, POOJA CONCRETE FABRICATORS, GIANNIRMANLIMITED,A-1TILES,DALALTILES |
| 60 | VITREOUS CHINA SANITARY WARE | HINDWARE, CERA, PARRYWARE,KAJARIASANITARY WARE, JOHNSON PEDDER, SOMANY, RAK, PRAYAG, HINDWARE QUEO |
| 61 | WHITE VITREOUS CHINA UNDERCOUNTER RECTANGULAR BASIN | CERA,HINDWARE,PARRYWARE, JOHNSON PEDDER,SOMANY, RAK,PRAYAG, HINDWARE QUEO |
| 62 | PLASTIC FLUSHING CISTERN FOR WC AND URINALS | JINDAL,STEELBIRD,SEEMLINE,VIKRAMPLASTIC, PRAYAGPOLYMERS(P)LTD., HINDWARE QUEO |
| 63 | PLASTIC SEAT COVER OF W.C. | AJANTA POLYMERS,JINDALMALPINE, JAIN POLYMERS, PRAYAG, HINDWARE QUEO |
| 64 | STAINLESS STEEL SINK | ALLEX, JAYNA, JMDINTERNATIONAL, STEELCRAFT, SILVER SHINE (M/S BLUESTAR SANITARY INDUSTRIES PVT. LTD),KINGSTON, PRAYAG, HINDWARE QUEO |
| 65 | MIRROR GLASS | ATUL, MODIGUARD, GOLDEN FISH,PRAYAG,GOLD PLUS, HINDWARE QUEO |
| 66 | CENTRIFUGALLY CAST(SPUN) IRONPIPES ANDFITTINGS | NECO,BENGALIRON,DURGAPURISPATUDYOG, SINGHAL IRON FOUNDRY (SKF), KAPILANSH DHATUUDYOG PVT. LTD., RPMF, HIF. |
| 67 | HUBLESS CENTRIFUGALLY CAST(SPUN) IRONPIPES | NECO,RAJPATTERNMAKERS&FOUNDERS, SINGHALIRONFOUNDRY(SKF). |
| 68 | CP FITTINGS & ACCESSORIES | JAQUAR,KEROVIT, KOHLER, HINDWARE QUEO |
| 69 | BRASS STOP & BIB COCK | DHAWANSANITARYUDYOG,JAINKO,SHAKTI, VARDHMANINDIAPRODUCTS.PRAYAG |
| 70 | FERRULES FORWATERSUPPLY | HINDMETALWORKS,KRITIKA,DRP,SHAKTI |
| 71 | BALLCOCK WITH ROD | RESPFAUCETINDUSTRIES,DHAWANSANITARY UDYOG,NEWMETAL WORKS, KPR,PRAYAG. |
| 72 | POLYETHYLENE WATER STORAGE TANK | SINTEX,VECTUS,KAVERI, PRAYAG |

| | | |
|----|---|--|
| 73 | STONEWARE PIPES & GULLY TRAPS | SORKHI INDUSTRIES, RK INDUSTRIES, NAVNEET, MOLI CERAMICS, OCR, ANAND |
| 74 | PRE-CAST CONCRETE PIPES (NON-PRESSURE) | RAMNIK, BFSP, JAGDAMBAY SPUN PIPE, GURKIRPA SPUN PIPES |
| 75 | GI PIPE | JINDAL (HISSAR), TATA, BST, BHUSHAN POWER STEEL |
| 76 | GI FITTINGS | UNIK, AVR, ZOLOTO, SANT, HBI, C-BRAND, NVR |
| 77 | C-PVC PIPE | PRINCE, JINDAL (FLOWKEM), ASTRAL, AJAY POLYMERS, SUPREME, FINOLEX, JAIN PIPES, PRAYAG |
| 78 | WATER METER | CRESCENT, PRINCE, FEDREL, DASHMESH, NBESON, SANT |
| 79 | GUN METAL GATE, GLOBE, CHECK VALVES & NON-RETURN VALVES | LEADER, ZOLOTO, SANT, RAJAN METAL INDUSTRIES, SIR, H.B. METALS, HVI, NVR. |
| 80 | CENTRIFUGALLY CAST (SPUN) IRON PIPES (CLASS LA). | TRUFORM ENGINEERS, KAPILANSH, ELECTROSTEEL, HITECH METAL CASTINGS. |
| 81 | C.I. SLUICE VALVES & REFLEX VALVES | ZOLOTO INDUSTRIES, SANT VALVES, AMCO INDUSTRIES, KIRLOSKAR, SIR, RATAN INDUSTRIAL CORPORATION, HVI, NVR. |
| 82 | STAINLESS STEEL PIPES & FITTINGS | JINDAL STAINLESS STEEL, OM STEEL GROUP, V STEEL, VIEGA, RAMPART INDIA PVT. LTD., J-PRESS |
| 83 | DUCTILE IRON PIPES & FITTINGS | JINDAL SAW LTD, ELECTROSTEEL, CHANDRANCHAL INFRA, ELECTROTHERAM |
| 84 | C.I./D.I. MANHOLE COVERS & FRAMES | SWASTIKA ENTERPRISES, BENGAL IRON CORPORATION, NECO, BINAY UDYOG, CHANDRANCHAL |
| 85 | WATER REPELLANT SILANE CHEMICAL | PIDILITE, FERROUSCRETE, ARDEX ENDURA, ASIAN PAINTS SMARTCARE |
| 86 | CORROSION INHIBITORS, MICRO CONCRETE AND MORTAR, CARBON FIBER WRAP, REHABILITATION & RETROFITTING PRODUCTS. | FOSROC, SIKKA, BASF, ASIAN PAINTS SMARTCARE |
| 86 | ALUMINIUM SECTIONS DOORS / WINDOWS | HINDALCO, JINDAL, INDIAN ALUMINIUM CO. LUMAN! |
| 87 | BASIC/TOUGHENED ETC. GLASS | SAINT GOBAIN, ASAHI, MODI, GOLD PLUS GLASS, PILINGTON. |
| 88 | APPROVED PROCESSORS FOR PERFORMANCE GLASS/TOUGHENED GLASS/HERMETICALLY SEALED/LACQUERED GLASS etc. | ART & GLASS, MIRAGE TOUGHENED GLASSES (P) LTD., AAR PAR GLASS, VERMA GLASS. |
| 89 | STRUCTURAL GLAZING | ALCOB, ALUPRO, ALUPLAX, SP FABRICATORS, SAINT GOBAIN, GLAVERBEL. |
| 90 | FACADE GLASS OPENABLE FITTINGS | ALU ALPHA, SAVIO, HOPPE, ALUTECH |
| 91 | GLASS FACADE/ GLASS CANOPY WITH SS SPIDER FITTINGS | ALCOB, ALUPRO, ALUPLAX, SP FABRICATORS, SAINT GOBAIN, GLAVERBEL. |
| 92 | FRAMELESS GLAZING WITH SS PATCH FITTINGS | DORMA, ASSA ABLOY, GEZE, D-LINE, KICH |
| 93 | ALUMINIUM COMPOSITE PANEL | ALUCOBOND, VIRGO, ALUDECOR |
| 94 | HIGH PRESSURE LAMINATE | VIRGO, MERINO, GREENLAM |

Note:- Any other item with prior approval of Chief Engineer PWD (R&B) Jammu Zone.

List of Acceptable Makes

| Sl.No. | Description | Make |
|--------|--|--|
| 1. | Steel Conduits & accessories | Steel Kraft/AKG/RMCON duly ISI marked. |
| 2. | PVC insulated FRLS Copper Conductor Wires | Polycab /Havells /Grandlay/RR Kabel |
| 3. | U.G. Cables | Grandlay/Polycab / Havells/RR Kabel/Finolex. |
| 4. | Telephone Cable | Microtek/Delton/Finolex/Havells |
| 5. | TV Cable | Havells/Microtek/Delton/Finolex |
| 6. | CAT6Cable | Microtek/Delton/Finolex |
| 7. | Steel raceway | BSI/Legrand/MK/Schneider/JSI |
| 8. | Pop-up-box | Bestnet /Logic/E-Learn |
| 9. | Cat61/0Switch | Honeywell/Legrand/Schneider/Northwest/Anchor |
| 10. | Modular Switch& Socket, GI Box And Modular Plate, Step Type Regulator, DB,MCB, RCBO,ISOLATOR,LOOSE WIREBOX/industrial socket | Hager/Legrand/Siemens/Schneider/ABB |
| 11. | Ceiling fan | Crompton/USHA/Havells/CG |
| 12. | Heavy duty exhaust fan | Crompton/USHA/Havells/CG |
| 13. | LED luminaries | Philips/Havells/Wipro/LT Trilux/HPL/Panasonic/Regent(with system Lumens as specified in BOO duly supported with LM 79 and LM 80 reports need to be submitted from Govt. Accredited lab). |
| 14. | M.S.Pipe/G.I.Pipe | Jindal (Hissar)/Tata/SAIL duly ISI Marked |
| 15. | DWC HDPE Pipe | Rex/Duraline/Supreme duly ISI Marked |
| 16. | RO Water Purification | KENT/Aquaguard/Livpure/Eureka Forbes |
| 17. | Cubical Panel/Feeder pillar | Adlec/ Tricolite/Power System & Control/Precision/ Advance Panel & Switch Gear/System and services Power Control/ASPL |
| 18. | carbon-di-oxide type fire extinguisherscapacity4.5KG | Ceasefire/Minimax/Kennex |
| 19. | ABC Powder type fire extinguisherscapacity6KG | Ceasefire/Minimax/Kennex |
| 20. | Double Brass compression gland/Thimbles | Dowells/Diamond/Gripwell/Comet/Jainson/Braco/Gobind |
| 21. | MCCB (It should be lcs=lcu=100%) | LK(D-Sine)/ABB(T-max)/ Schneider (NSX) / Legrand (DPX3) |

| | | |
|-----|-------------------------------|--|
| 22. | Digital Instruments | AE/ABB/Schneider |
| 23. | CT | AE/Kappa/Matrix/EPCOS/L&T/Schneider/Gilberts & Maxwell |
| 24. | Enamel Painting of pipes etc | Asian/Goodlas Nerolac /ICI/Berger |
| 25. | Paint Primer | Asian/Jenson Nicholson/ICI/Berger |
| 26. | Contactors & Over load Relays | ABB/Siemens/GE |
| 27. | Fuse link. | Siemens/L&T/GE/HPL |
| 28. | Indicating Lamps | L&T/Siemens/GE/AE/ IMP |
| 29. | STARTERS | Schneider/L&T/Legrand/ABB/Havells |
| 30. | Occupancy Sensor | Dynalite / Lutron / Zumtobel /Philips/Legrand |
| 31. | Push Buttons | Siemens/GE/C&S/Teknika/BCH |
| 32. | Connectors/Terminal Blocks | Elmex/Connect well / Essen |
| 33 | UPS | APC/Numeric/Vertiv/Microtek |
| 34 | UPS Batteries | Amron/Exide/TATA/As per OEM |
| 35 | Decorative Pole | Twinkle Lite/Twinkle Industries/Hi-lite/Lustre |
| 36 | Post Top Lantern Fitting | Havells/Wipro ILT/Trilux/Regent/Twinkle Lite/Twinkle Industries/Hi-lite/Lustre/HPI/Panaspnic |
| 37. | Any other item | With prior approval of Engineer-in-charge |

Note: LM 79 & LM80 reports for LED fittings will have to be submitted from NABL/UL accredited Lab to verify the parameters of BOQ.

Note:- Any other item with prior approval of Chief Engineer PWD(R&B) Jammu Zone.

a) LIST OF APPROVED MAKES of CCTV

| S.No | Item | Approved Make |
|-------------|--|--|
| 1. | IP Based Dome Camera | Honeywell UK Series /Pelco /BOSCH / Impulse/AXIS/TYCO |
| 2. | IP Based bullet Camera | Honeywell UK Series/Pelco/BOSCH/ Impulse/AXIS/TYCO |
| 3. | Network Video Storage | Honeywell UK Series /Pelco/BOSCH/ Impulse/ AXIS/TYCO |
| 4. | 55"LEDSmartTVDisplay | Samsung/LG/Sony/Panasonic |
| 5. | 4PortsPOEunmanagedswitch | Cisco/Allied/Extreme/Juniper |
| 6. | 8PortsPOEunmanagedswitch | Cisco/Allied/Extreme/Juniper |
| 7. | 4URack | Rittal/Legrand/Duranet/Netrack |
| 8. | RJ45Cableconnector | D-Link/Legrand/Schnieder/Duranet |
| 9. | EPABXsystemof4X4X56lines& module upto 120ports | Cisco/Avaya/Matrix/Siemens/Alcatel |
| 10 | Master Console Phone | Cisco/Avaya/Matrix/Siemens/Alcatel |
| 11 | Push button caller ID Phone | Cisco/Avaya/Matrix/Siemens/Alcatel |
| 12 | Maintenance free battery | Exide/Amaron/TATA |
| 13 | 20 Pair M.S kroneTagBoxin18SWG Sheet | Krone/BTS/MX/Beetel |
| 14 | 24 Ports10/100/1000managedLAN switch | Cisco/Allied/Extreme/Juniper |
| 15 | 9URack | Rittal/Legrand/Duranet/Netrack |
| 16. | Cat-6UTP,CAT6AUTP/STP Cable, Fibre Optics cable, Fiber/Copper Factory Crimp Patch Cord, LIU, F/O Panel | Siemens/ Commscope/ Microtek/ Schneider/ Belden/Duranet |
| 17. | M.S Conduit ISI marked | AKG/Steel Kraft/RMCON |
| 18. | Any other item | With prior approval of Engineer-in-charge |

Note:- Any other item with prior approval of Chief Engineer PWD(R&B) Jammu Zone.

LIST OF PREFERRED MAKES

(ELECTRICAL SUBSTATION EQUIPMENT)

| S.No | Material | Manufacturer |
|------|---|---|
| 1. | ACB | SCHNEIDER(NW)/ABB(E-MAX)/ LK (U Power OMEGA)/LEGRAND(DMX3) |
| 2. | MCCB | Siemens(3VA)/ ABB(T-max)/Schneider (NSX)/Legrand (DPX3) |
| 3 | Main LT Panel, APFC/Main Outdoor Feeder Pillar (TTTA Type) | ABB / Schneider electric (BLOKSET)/ L&T (Terra)/ LEGRAND (XL3) or their authorized licensee channel partner (in case of channel partner, the name shall be got approved from Engineer-in-charge). In all cases standard design inspection shall be done by licensor, who shall be fully responsible for performance of the panel. |
| 4 | LT Panels/Outdoor Feeder Pillar(Non 'TTTA' Type) | Adlec / Tricolite /Precision/ Advance Panel & Switch Gear/ ASPL/Milestone/Jaima Electric/D-Tech industries/Electricfield |
| 5 | Capacitor | ABB/Schneider/L&T/EPCOS/Siemens |
| 6 | Batteries | EXIDE/AMRON/TATA |
| 7 | Measuring Meters | SCHNEIDER (CONZERV) /NEPTUNE/ L&T/ TRINITY/SIEMENSABB |
| 8 | Indicating Lamps and Push Buttons | SCHNEIDER/ABB/SIEMENS/ |
| 9 | Control Relays, Contactors, Starters | SCHNEIDER/L&T//SIEMENS/C&S |
| 10 | CT and PT | AE/KAPPA/SCHNEIDER/GILBERTS & MAXWELL/ EPCOS/L&T/MATRIX/AMREST |
| 11 | Energy Meters | SCHNEIDER(CONZERV)/C&S/ABB/SIEMENS |
| 12 | Sandwich type bus trunking | LEGRAND/SCHNEIDER/ ELECTRIC/ABB |
| 13 | MCB,RCCB,RCBO,DB | SCHNEIDER//ABB/L&T/LEGRAND/ |
| 14 | Glands | COMET I-IMI RAYCHEM/Diamond/gobind |
| 15 | Selector switches | SALZER/KAYCEE/L&T/ABB |
| 16 | Cable Trays | INDEANA ENGG / SUPERMAX BEC / CTM Engg/BSI/JSI |
| 17 | HT/LT Cable | GRANDLAY / HAVELLS / POLYCAB / RR KABEL / FINOLEX |
| 18 | Chemical Earthing | JMV/JEF TECHNO SOLUTIONS PVT.LTD./ERICO/ OBO/TRUEPOWER |
| 19 | TRANSFORMER(Oil Type)- | SCHNEIDER ELECTRIC INFRASTRUCTURE CROMPTON GREAVES /KIRLOSKAR/POWER STAR BHEWVOLTAMP |

Note:- Any other item with prior approval of Chief Engineer PWD(R&B) Jammu Zone.

List of Acceptable Makes of DG Set

| S.No. | ITEM | MAKES |
|--------------|-------------------------------------|--|
| 1. | DG Set Engine | Caterpillar/Cummins/KOEL Green/Volvo Penta/ Perkins/Mitsubishi/Mahindra |
| 2. | AMF Panel | ASPER O.E.M. OF DG SET |
| 3. | Alternator | Stamford/Leroy Somer/Koel Green/As per OEM |
| 4. | ACOUSTIC ENCLOSURES | OEM/OEA OF DG Set Engine manufacturer |
| 5. | Battery | AS PER O.E.M.OF DG SET |
| 6. | GI/MS Pipe | TATA/JINDAL(HISSAR)/PRAKASH |
| 7. | CABLEGLAND/THIMBLES | COMMET/BRACO/GRIPWELL/SMI/DOWELLS/ JAINSON/ DIAMOND/GOBIND |
| 8. | CABLES | GRANDLAY/Polycab/Havells/RR Kabel/Finolex |
| 9. | CT | AE/Kappa/Matrix/EPCOS/L&T/Schneider/Gilberts & Maxwell |
| 10. | SELECTOR SWITCH | L&T(SALZER)/KAYCEE/AE/IMP/SCHNEIDER/ SWITRON/ABB |
| 11. | PUSHBUTTON/ INDICATING LAMP | SIEMENS/L&T/C&S/SCHNEIDER |
| 12. | DIGITAL METERS | CONZERV/ENERCON/SIEMENS/ABB/AE |
| 13. | CHANGE OVER SWITCH | ABB/SCHNEIDER/LEGRAND/SIEMENS/HAVELLS |
| 14. | CONTACTORS | Siemens (TESYS)/ABB(A-RANGE)/L&T/ SIEMENS(3TF)/ABB |
| 15. | MCCB | (D Sine)/ABB(FORMULA) / Schneider(Compact NSX)/Legrand (DPX3) |
| 16. | MCB | SCHNEIDER/LEGRAND/ABB |
| 17. | Earth Fault relay/Relays/ Timers | SCHNEIDER/SIEMENS/ABB |
| 18. | Connectors/Terminal Blocks | Elmex/Connect well/Essen/SCHNIEDER/L&T |
| 19. | Battery Charger | Max Power/Mahamai |
| 20. | Cement | ACC/UltraTech/Ambuja |
| 21. | Any Other/Alternative Make | With Prior Approval Of Engineer-In-Charge |

Note:- Any other item with prior approval of Chief Engineer PWD(R&B) Jammu Zone.

List of Acceptable Makes of Equipments/Materials

| S.No. | ITEM | MAKES |
|-------|---------------------------------|---|
| 1. | Solar Power Generation System | REIL/BHEL/BEL/CEL/REC/SOLON/VIKRAM/ABB |
| 2. | Junction Box | VNT/SUN GARNER/OEM of SPV Modules/SINTEX |
| 3. | SPV Inverter | As per MNRE/Manufactures Standards |
| 4. | XLPE Aluminium/Copper Cable | Grandlay/Polycab /Havells /RR Kabel/Finolex |
| 5. | Solar Cable XLPE Insulated (DC) | Grandlay/Polycab/Havells/RR Kabel/Finolex |
| 6. | Any other item | With prior approval of Engineer-in-charge |

SECTION 7

SECURITIES

Annexure-I
FORMAT FOR BANK GUARANTEE (Performance Security)

To,

..... [Name of Employer]
.....[address of Employer]
.....

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract"); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

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

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] (Rupees * _____), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name and Designation _____

Name of the

Bank _____

Address _____

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the contract including additional security for unbalanced Bids. If any and denominated in Indian Rupees.

Annexure-A
FORMAT FOR BANK GUARANTEE (Bid Security)

BID SECURITY (BANK GUARANTEE)

ANNEXURE 'A'

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 the sum of.....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 binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank on this..... day of.....20.....

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 of 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 Instruction to Bidders,
Or
 - c) Does not accept the correction of the Bid price pursuant to Clause 27. 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 note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date.....**day after the end of the validity period of the bid stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(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.....SIGNATURE.....

WITNESS.....SEAL.....

[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 Clause 16.1 of the Instructions to Bidders.
- * 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the bidding documents are issued.

**Affidavit of Bank Account linked with GSTIN no., Aadhar no. as well as Pan card no.
Information furnished with the Bid**

NIT No. _____

Name of Work _____

I/We _____ the undersigned,
do hereby solemnly affirm and declare as under:

1) I am the _____ (Designation/ Authorised signatory) of
_____ (Firm/ Contractor name) with the following
details:

a. GSTIN no. _____

b. Aadhar no. _____

c. Pan Card no. _____

2) I hereby declare that the bank account details linked with the above
credentials are follows:

BANK ACCOUNT

NUMBER _____

BANK

NAME _____

BRANCH

NAME _____

IFSC

CODE _____

3) I confirm that the above-mentioned bank account is used for all GST
related Transactions.

4) I hereby declare that the information provided above is true and correct to
the best of my knowledge and belief.

VERIFICATION

I, _____ do hereby verify that the contents of this affidavit
are true and correct to the best of my knowledge and belief. No part of this
affidavit is false, and nothing has been concealed.

Signature of the

Deponent

Additional Conditions of Contract

1. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground.
2. In case of any typographic error, if found in the rates or units etc. the same shall be corrected and paid as per sanctioned schedule of rates 2020 in vogue with contractors appreciation/ depreciation.
3. If any item/ items of work not included in the advertised rate list but found necessary to be executed shall be paid according to the sanctioned schedule of rate in the PW(R&B) Deptt. Jammu at the time of fixing of the contract with contractor's tenders appreciation/ depreciation. Rates for items not included in the sanctioned schedule of rates will be prepared on the basis of analysis of rates in vogue paid to the contractor after approval of the competent authority.
4. Any item of the work advertised but not found necessary at site during execution of work can be deleted and no claim what so ever shall be entertained on this account.
5. Carriages advertised for various materials are fixed to the extent that no extra lead, lift/carriages other than the advertised limit shall be admissible.
6. If the quantity of items of work deviates from advertised, the same shall be paid as per the rates, terms and condition of the contract.
7. The successful tenderer shall be responsible for providing all safety measures at site during execution of work.
8. The contractor shall provide and maintain during execution of work clear passage including diversion of traffic and noting on this account shall be paid to the contractor.
9. All terms and conditions of e-NIT/ Agreement to be drawn by the contractor/ firms shall be binding upon the contractor/ firms as soon as the allotment of contract is awarded in favour of contractor/ firms. The terms and conditions contained in general conditions of PWD contract will also be applicable to the contractor/ firms.

ENDS