



**GOVERNMENT OF JAMMU & KASHMIR
HOUSING & URBAN DEVELOPMENT DEPARTMENT**

BID DOCUMENT

FOR

Works under Atal Mission for Rejuvenation and Urban Transformation (AMRUT)

*Atal Mission for Rejuvenation
and Urban Transformation*

Name of the Work:

- a) **Construction of Complete Sewerage System of 5 nallahs by way of Laying of Sewers, Construction of Manholes Incl: House Connections etc on Left bank of River Tawi. (Contract No: SDJ/W/71/2017-18)**
- b) **Operation & Maintenance for Five Years after Successful Trial Run of Six Months.**

Inviting Officer/ Agency information: Executive Engineer Sewerage & Drainage Division (West) Jammu

Bid Identification: Fresh e-NIT No: 41 of 2017-18

GOVERNMENT OF JAMMU & KASHMIR

Housing & Urban development, Department

Sl. No.	Items	Details
1.	Name of Work	: a) Construction of Complete Sewerage System of 5 nallahs by way of Laying of Sewers, Construction of Manhole Incl: House Connections etc on Left bank of River Tawi. (Contract No: SDJ/W/71/2017-18) b) Operation & Maintenance for Five Years after Successful Trial Run of Six
2.	Bid Identification No. (BIN)	: Fresh e-NIT No: 41 of 2017-18
3.	Estimated Cost Put to Bid	: Rs . 19.50 Crores
4.	Period of Completion	: 18 Months
5.	Availability of Bid Document on e-Procurement Portal	: From: 22-08-2017 to 14-08-2017 Time (6.00P.M.)
6.	Date for Receipt of Queries/Date of Pre-bid meeting ²	: Date : 22-07-2017
7.	Deadline for Submission of Bids online ³	: Date : 14-08-2017
8.	Deadline for Submission of Hard copy of Bids	: Date: 16-08-2017 Upto 2: 00 PM (Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu
9.	Time and Date of Opening of Bids ⁴	: Date : 17-08-2017
10 ..	Place of Opening of Bids	: In the office of (Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu)
11	Bid Inviting Officer (BIO)	: Executive Engineer, Sewerage & Drainage Division (West), Jammu

1. Bids shall have to be downloaded from the website: www.jktenders.gov.in by the bidders.

2. The bidder shall upload the completed bids on the e-procurement portal using their digital signature certificate (DSC) and user ID, addressed to the Bid Inviting Officer in the manner described under Instruction to Bidders Section 1 of Bid Document on or before the stipulated date & time.

3. In the event of the specified date of opening of bids being declared a holiday for the Employer, the bids shall be opened on the next working day at the same time and venue.

**OFFICE OF THE EXECUTIVE ENGINEER SEWERAGE & DRAINAGE DIVISION (WEST)
JAMMU**

E-mail cejkueed8@gmail.com, eesdwestjammu@gmail.com

INVITATION FOR BIDS (IFB)

Bid Identification No: Fresh e-NIT No: 41 of 2017-18

Phone / Fax No: 0191-2479432

Dead line for submission of Bids: 14-08-2017 up-to 6:00 PM

For and on behalf of Governor of Jammu & Kashmir State, Executive Engineer, S&D Division (West) Jammu Invites proposals in shape of e-Tenders comprising of two covers A&B from eligible Bidders whose registration cards are valid in terms of standing rules and renewed for the current financial year for below mentioned work.

S.No	Name of Work	Apprx Value of Work (Cr)	Bid security (Cr)	Cost of Bid Document	Time of completion for work	Class of Contract
1.	Construction of Complete Sewerage System of 5 nallahs by way of Laying of Sewers, Construction of Manhole Incl: House Connections etc on Left bank of River Tawi. (Contract No SDJ/W/71/2017-18)	18.92 Crs	0.39 Crs	Rs. 30000/-	1 1/2 Year	Registered Company
2.	Operation & Maintenance for Five Years after Successful Trial Run of Six Months.	0.58 Cr.				

The bidding documents consisting of qualifying information, eligibility criteria, specifications, set of terms and conditions of contract and other details can be seen / downloaded from the departmental website www.jktenders.gov.in as per schedule of dates given below:-

1.	Availability of Bid Document on e-Procurement Portal1	From 22-07-2017 To 14-08-2017
2.	Date for Receipt of Queries	22-07-2017 to 01-08-2017 up-to 10:00 AM
3.	Reply to queries.	01-08-2017 up-to 12:30 PM
4.	Date and Time for Submission of Bids online3	22-07-2017 to 14-08-2017 up-to 6:00 PM
5.	Date and Time for Submission of Hard copy of Bids	16-08-2017 up-to 2:00 PM
6.	Time and Date of Opening of Bids4 Cover (A)	17-08-2017 at 1:00 PM
7.	Place of Opening of Bids	Chief Engineer J&K U.E.E. Department Camp Office at UEED Complex Transport Nagar Narwal Jammu
8.	Bid Inviting Officer (BIO)	Executive Engineer, Sewerage & Drainage Division (West), Jammu.

Tender Receiving Authority

Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu

1. Eligibility Criteria:

To be qualified for the Contract Package, the Bidder should have minimum following requirement:

- (a) Average Annual construction turnover (with / without O&M) of the bidder during the year 2015-16, 2014-15 and 2013-14 based on audited balance sheet shall not be less than Rs. 1500 lacs.
- (b) Net worth of the bidder as on the last date of previous financial year (of which audited balance sheet is available) shall not be less than Rs. 800 lacs.
- (c) Credit limit (fund based and non-fund based) available with the bidder shall not be less than 60 % of Average Annual Turnover.
- (d) Bidding Capacity of the bidder calculated as below on the date of eNIT shall not be less than advertised cost.
- (e) The Bidder(s) shall not have applied for Corporate Debt Restructuring (CDR) or facing recovery proceedings from financial intuitions or facing winding up proceedings or not under BIFR in last 3 financial years and up to the date of bid submission.
- (f) Should have successfully executed, completed/substantially completed* (as defined below) and commissioned one similar work** in sewerage sector costing not less than Rs. 1500 Lacs OR should have successfully executed, completed/substantially completed and commissioned two similar work in sewerage sector each costing not less than Rs. 800 Lacs OR should have successfully executed, completed/substantially completed and commissioned three similar work in sewerage sector each costing not less than Rs. 600 Lacs.
- (g) Should have successfully executed, completed and commissioned the work of providing, laying, jointing and testing of sewer pipeline of
 - (a) Minimum internal dia of 600 mm
 - (b) Minimum internal dia. not less than 200mm.

BRIEF SCOPE OF WORKS

The Operator shall carry out the Survey work for laying of Trunk / Lateral pipes for proposed alignment and levels, at every 30 meters interval and other necessary locations, before execution of the work, including all data required for generating L section and GIS maps of Sewerage network. Operator shall submit the survey drawings showing L-Sections, ground levels at every 30 meters interval and other necessary locations, detailed strip plans showing adjacent structures, Concreted RD Blocks etc., in latest version of AutoCAD for approval of the Engineer before execution of the work. The Operator shall be deemed to have considered this aspect and made provision, while quoting the rates for Providing & Laying of Sewer pipe, item in the tender. If the alignment and flow directions of the Sewers are to be changed according to the site conditions and the Engineer In-charge agrees to that, the Operator has to redo the alignment and level survey at every 30 m and junction points, and submit all the details in latest version of Auto Cad in soft form to OWNER, for re-design of that particular stretch and take up the work on receipt of approved designs from OWNER.

The Survey work for all the pipe lines (for all diameters) alignment shall also include the following:

- a) All the Survey works shall be carried out from G.T.S. Benchmarks, using Total Station instrument of standard make, and by qualified survey personnel. The survey shall consist of field data collection and related attribute information collection of all the aspects using GPS and transferring to GIS map of Sewerage Network before and after laying of Sewerage pipes and allied structures, as required by OWNER.
- b) Network entity's attribute information like pipe dia, pipe type, ground material, depth of the pipe, manhole type; manhole size, manhole depth etc. shall be submitted.
- c) The Operator shall communicate regularly, with the OWNER regarding the GIS mapping survey data and for clarifications.

1. Bidders are advised to inspect and examine the site and its surrounding and acquaint themselves about site conditions and scope of work before submitting Bid. They should know about the nature of the ground & sub soil (so far as is practicable), the topography of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their working/Bid. A Bidder shall be deemed to have acquainted himself with full knowledge of the site and scope of the work.
2. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools, and plants, water, electricity access, facilities for workers and all other services required for executing the work.
3. Submission of Bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, and of local conditions and other factors having a bearing on execution of the work.
4. J & K UEED, reserves the right not to accept the lowest bid or any other bid or to reject all bids without assigning any reason.
5. Conditional Bids will straightaway be rejected. All Bids, in which any of the prescribed conditions is not fulfilled or rebate put forth by the Bidder, shall summarily be rejected.
6. While this document has been prepared in good faith, neither JKUEED nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements whatsoever, in respect of any statements or omissions herein, or the accuracy, reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
7. NIT & Corrigendum will be part of Tender Document.
8. In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in relevant form. The Bidder shall also provide the price implications, for withdrawal of the deviations. However, the attention of the bidders is drawn to the provisions of ITB Clause regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents. "Bidder may further note that except for the deviation forms, the bid shall be deemed to comply with all the requirements in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents including Technical Specifications without any mention to the contrary, and elsewhere in the bid.
9. No financial deviation will be allowed.
 - (i) The bidder will have to sign all the pages of NIT, Corrigendum's & tender document.
10. Supply, erection, testing and commissioning of all pipes and valves should be as specified in civil specifications.
11. Defect liability period for three years after completion of successful free trial run.
12. Operation and maintenance of Five years from the date of successful completion of free trial run.
13. Supply of all documentation for a plant such as built drawings, operation and maintenance manual etc.
14. Cost of shifting of poles, cables, pipes lines etc. as required shall be borne by the contractor.

2. DETAILS FOR ONLINE BIDDING (Terms and Conditions): -

1. The Part 1 of bids uploaded on the website upto due date and time will be opened in the Office of the **Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu** in the presence of the bidders who wish to remain present during opening. If the office happens to be closed on the date of opening of the bids the bids will be opened on the next working day at the same time and venue.

2. Price Bid will be opened in the office of **Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu** and time and date of opening of Price Bid shall be communicated through e-mail to bidders qualifying in Part 1 of the Bidding Documents.
3. Bids must be accompanied by Cost of Document and EMD as mentioned in the above table in the form as specified in the Bidding document. The **Demand Draft** on account of cost of bidding documents for the work shall be pledged to **Executive Engineer, Sewerage & Drainage Division (West), Jammu &** payable at Jammu and Earnest Money in the shape of CDR/FDR/BG shall be pledged to **Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu &** payable at **Jammu &** shall be valid at least for 180 days from, the date of opening of Technical Bids. **(Note: The fee on account of downloaded bidding documents shall be acceptable in form of demand draft only.**
4. Scanned Documents required to be uploaded online by the Bidders.
5. The bidding documents consisting of qualifying information, eligibility criteria, set of terms and conditions of contract and other details can be seen / downloaded from the departmental website www.jktenders.gov.in as per schedule of dates given above.
6. **The earnest money shall be forfeited, if: -**
 - a) Any bidder withdrawing his bid during the period of bid validity or makes any modifications in the terms and conditions of the bid.
7. 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.
8. 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.
9. The bidders have to submit their bids online in electronic format with digital signature. No financial bid will be accepted in physical form.
10. The department will not be responsible for delay in online submission due to any reasons.
11. Scanned copy of cost of tender document in shape of Demand Draft and Earnest Money / in the shape of CDR / FDR / Bank Guarantee pledged to Chief Engineer J&K UEE Department Srinagar/ Jammu must be uploaded with the bid. The Technical proposal along with the original Demand Draft (Cost of tender document) CDR / FDR (earnest money) and relevant documents to be submitted to the **Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu** registered post / courier / by hand before due date of submission of tender / as per time schedule specified.
12. The cost shall be quoted by the bidder entirely in Indian Rupees and shall be deemed to include price escalation and all taxes up to completion of the work unless otherwise specified.
13. Bidders are advised to use “My documents” area in their user on UEED e-Tendering portal to store such documents as are required.
14. The date of start of the work shall be reckoned within one month from the date of issue of LOI / contract allotment as the case may be. During this month lowest bidders to get design approved from the competent authority.
15. **Penalty for delay in completion:** In case of delay in completion of work beyond stipulated period of completion, penalty up-to minimum of 10% of the contract value shall be imposed for first six months of delay. In case the work is not completed even after expiry of delay period of Six months the department shall be free to get the work completed through alternate means at the risk and cost of the lowest bidders.
16. **Time extension:** Suitable time extension shall be granted in the event of delay due to force majeure.
17. **Restoration of work:** On completion of contract the contractor shall be responsible to remove all un-used material and restore all work at his own cost.
18. **Traffic Regulations:** The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.

19. **Safety:** The contractor shall be responsible for safety of all activities at site of work.
20. **Laws Governing the Contract:** The contract shall be governed by laws of the land.
21. The successful tenderer shall have to submit five copies of Design containing all designs, working drawings and also provision for shifting of underground utilities, if involved any along-with its soft copy, work plan, PERT chart etc.
22. The successful bidder has to get the design approved from reputed consultant to be engaged by the department. The cost on this account shall be borne by the bidder.
23. The intending tenderer are required to read carefully the contents of the NIT / tender document and visit the site of work before submission of their tender.
24. The cost quoted by the tenderer shall be inclusive of all taxes, carriages, FOR site of work as applicable in terms of standing orders of State / Central Govt.
25. Any other information can be obtained from the office of the undersigned on any working day during office hours.
26. The quality and specification of pipe should conform to IS Standards.
27. Confirmatory survey shall be carried out by successful bidder before start of work at his own cost and detailed drawings, site plan and L-Section to be submitted within 15 days from the date of allotment.
28. The rate quoted should be inclusive of carriage of material nothing extra shall be paid for the Carriages.
29. The key construction material shall be procured by the contractor as per the specification mentioned below:-

SL.	MATERIAL	SUPPLIER, MANUFACTURER, VENDOR,
1	Cement(OPC)	Ultratech, Ambuja & ACC Brand
2	TMT Steel	TATA TISCON, SAIL, RINL & JINDAL PANTHER
3	RCC Hume pipe	Class NP3(as per details mentioned)

The specification of material and the quality of work, shall have to be verified by the concerned Asst. Executive Engineer before the start of the work and during the execution of the work.

30. All other terms and conditions shall remain same as laid down in the PWD form No: 25.

3. General Notes:

1. Bidders may acquaint themselves with the "Detailed Instructions for Bidding" as per Annexure-NIT-1
2. Bidders in the form of Joint Venture (JV) shall also be allowed as per guidelines attached at Annexure-NIT-2.
3. The Firm /Contractor who has been blacklisted by Department / Board / Department of Central Government or any State Government shall not be eligible to bid for this work.
4. The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found to be incorrect at a later stage, the Firm / Agency / Contractor shall be liable to be debarred from all future bidding in the Department. Besides blacklisting the Firm / Agency / Contractor, the legal action will also be initiated and allotment shall be liable to be cancelled.
5. The Bid should be accompanied with latest Sales Tax Clearance Certificate from the concerned department authorities valid up to 31.03.2018 or latest, without which the Bids may not be entertained.
6. If any Bidder withdraws his Bid prior to expiry of validity period as mentioned above or mutually extended period or makes modifications in the rates, terms and conditions of the Bid within the said validity period, which are not acceptable to the department, or fails to commence the work in the specified period/ fails to execute the agreement, the department shall without prejudice to any other right or remedy be at liberty to forfeit the amount of earnest money given

in any form absolutely. If any Bidder, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-Bidding, he shall stand debarred from participating in such re-Bidding in addition to forfeiture of earnest money/ security deposit and other action under agreement. If there is strong justification of believing that the Bidder or his authorized has been guilty of mal-practices such as submission of forged documents, influencing individually or politically, his offer will be liable to rejection and in such case his earnest money shall be forfeited.

7. All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or discrepancies in figures or words or other discrepancies, will be liable to rejection.
8. The department will not be responsible for any delay on account of late submission of Bid.
9. The acceptance of the Bid will rest with the competent authority who does not bind itself to accept the lowest Bid, and reserves to itself the authority to reject any or all the Bids received without assigning any reason.
10. No refund of Bid fee is claimable for Bids not accepted or forms not submitted.
11. In case of any variation in nomenclature /typing error in the online bid documents and approved ENIT, the provision of approved ENIT will prevail and bidder shall have no claim, whatsoever on this account. In addition, the work is to be carried out as per provisions of the latest BIS Codes and the bidder has to submit his rates accordingly. Any variation in ENIT, not consistent with the BIS Codes and Manual on Sewerage & Sewage Treatment by Central Public Health & Environmental Engineering Organization (CPHEEO); the provisions of BIS Codes with latest amendments and Manual on Sewerage & Sewage Treatment by Central Public Health & Environmental Engineering Organization (CPHEEO) (Latest Edition) will prevail.
12. All other conditions shall be prevailing as detailed out in the departmental Bid document (in the respective sections/ volumes).

No: SDJ/W/5070-92
Dated: 22-07-2017

Sd/-
Executive Engineer
Sewerage & Drainage Division (West)
Jammu

Copy to the:-

1. District Development Commissioner, Jammu for information please.
2. Commissioner, Municipal Corporation Jammu for information please.
3. Chief Engineer, J&K Urban Environmental Engineering Department Srinagar/ Jammu for information please.
4. Chief Engineer, J&K (R&B) Department Jammu for information please.
5. Chief Engineer, J&K PHE Department Jammu for information please
6. Chief Engineer, J&K I&FC Department Jammu for information please.
7. Joint Director (P&S) Housing & Urban Development Department, Civil Sectt. J&K for information please
8. Superintending Engineer, Sewerage & Drainage Circle Jammu for information please.
9. Executive Engineer, Town Drainage Division Jammu.
10. Joint Director, Information Department Jammu.
11. TO to Executive Engineer, Sewerage & Drainage Division (West) Jammu.
12. President, Contractors Association Canal Road Jammu.
- 13-18. Asstt. Executive Engineer, Drainage Sub Division No.I / II / III (West) Jammu, Sewerage Sub Division No.I / II Jammu / Mechanical Sub Division (UEED) Jammu.
- 19-22. Assistant Accounts Officer / Head Draftsman / Head Assistant / Camp Clerk of Sewerage & Drainage Division (West) Jammu.
23. Divisional Notice Board Jammu.



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*Atal Mission for Rejuvenation
and Urban Transformation*

SECTION – 1
INSTRUCTION TO BIDDERS (ITB)
&
BID DATASHEET (BDS)

A. GENERAL

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS)⁵, the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of works as specified in the BDS. The successful bidder will be expected to complete the works by the intended date specified in the Contract Data (Section 4 of this document).
- 1.2 Throughout these bidding documents:
 - a. The terms ‘in writing’ means communicated in written form and delivered against receipt;
 - b. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c. “day” means calendar day.

2. Source of Funds

- 2.1 The expenditure on this project will be met from the funds as indicated in BDS.

3. Eligible Bidders

- 3.1 A Bidder may be a natural person, private entity or legally and financial autonomous Government owned enterprises.
- 3.2 This Invitation for Bids is open to all bidders registered with the Government of Jammu & Kashmir or other State Governments/Government of India/MES/Railways/Public Sector Undertakings for execution of Civil works in general. Contractors not registered with Government of Jammu & Kashmir, can participate in the e-Procurement after necessary enrolment in the portal, but have to subsequently register themselves with the appropriate registering authority of the State of Jammu & Kashmir before award of the work as per prevalent registering norms of the State.
- 3.3 **All participating Bidders are required to register in the e-procurement portal.** The Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor.
- 3.4 Joint Ventures are eligible for works costing more than the value specified in the BDS.
- 3.5 A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a. they have controlling partner in common; or
 - b. they receive or have received any direct or indirect subsidy from any of them; or
 - c. they have the same legal representative for purposes of this bid; or
 - d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employers regarding this bidding process; or

⁵ BDS has been provided in Part G of this section, i.e. Section-1 of the bidding document

- e. a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- g. a Bidder, or any of its affiliates has been hired (or its proposed to be hired) by the Employer as Engineer for the contract.

4. Qualification of the Bidder

4.1 All bidders shall provide in Section 2, Qualification Information and other forms, as mentioned.

4.2 There is no prequalification requirement for participation in the bid. However, the bidder shall have to fulfil all the requirements mentioned in this document under various sections.

4.3 **Evaluation Requirements:** All bidders shall include the following information and documents with their bids as specified in Section 2:

- a. Copies of documents defining the constitution or legal status, place of registration, and principal place of business, original written power of attorney of the signatory of the Bid to commit the Bidder;
- b. Reports on the financial standing of the Bidder, such as turnover statements as per IT return and profit and loss statements duly certified by the C.A. for the last five years ;
- c. Total monetary value of Civil construction work performed for each of the last five years, duly certified by Chartered Accountants;
- d. General Experience in Civil construction works for last five years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts;
- e. Experience in works of a similar nature and size for each of the last three years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts;
- f. Evidence of adequacy of working capital for this contract: Liquid assets and/or availability of credit facilities, Credit lines/letter of Credit/Certificate from banks for meeting the fund requirements of not less than the amount indicated in the BDS.);
- g. Authority letter to seek references from the Bidder's bankers;
- h. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- i. Proposals for subcontracting components of the Works if any amounting to not more than the percent of the Bid Price specified in the BDS (for each work, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed);

- j. The methodology of construction, Environmental Management Plan, proposed Work Program, and Planned Value⁶ statement for the contract period supported with equipment planning and deployment, justifying their capability of execution and completion of the work within the stipulated period of completion as per milestones, if any, as mentioned in the Contract data (Section 4 of this document).

4.4 Bids from Joint ventures⁷ are not acceptable up to the limit as specified in Clause 3.4 above.

4.5 A. To qualify for award of the contract, the bidder must have in its name:

- a. achieved, in any one financial year, in all classes of engineering works only, a minimum annual turnover⁸ of amount indicated in the BDS, in the last five years as mentioned in the BDS,
- b. participated and satisfactorily completed, as a prime contractor or as a nominated sub contractor, at least one similar work of value not less than the amount indicated in BDS,
- c. valid license for executing the proprietary works/specialized job works and should have executed similar works for a minimum amount as indicated in BDS in any one year (or his identified sub-contractor should have the license as per Clause 7 of Condition of Contract).

B. To qualify for award of the Contract, the bidder should further demonstrate:

- a. Availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work as indicated in Serial no. 12 of Qualification Information of Section 2.
- b. Availability of key personnel with adequate experience as indicated in Serial no. 13 of Qualification Information of Section 2.

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

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria for normal works. However, sub-contractors' experience and resources shall be required to be submitted by the bidder at Serial no. 9 of Qualification Information in Section 2, if the bidder wishes to propose sub-contracting for proprietary works/specialized job works.

⁶ *Planned value is the planned future expenditure for the total contract period.*

⁷ *For works costing more than the value specified in the BDS, Joint ventures may be allowed. In such case, the qualification criteria by each of the JV partner, lead partner are to be accordingly modified.*

⁸ *Financial turnover and cost of completed works of previous years shall be given weight-age of 6% (six percent) per year to bring them to the price level up to the year of bid invitation.*

- 4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * 1.5 - B)$$

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to bid invitation year price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited⁹.

- 4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualification if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completing the contract due to Contractor's failure, litigation history, or financial failures etc.; and/or
 - Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid for one package. The system shall consider only the last bid submitted through the e-procurement portal.

6. Cost of Bidding

- 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 and liable for those costs.

7. Site visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

⁹ The value of existing commitments and on-going works shall be considered as per the information provided at Serial no. 5 of Qualification Information in Section 2.

The value of similar engineering works executed, value of ongoing works, and existing commitments shall be given weightage @ 6% per year to bring the value to the price level of the financial year in which bids are received.

Hiding of any work in hand, that is subsequently established, shall be construed as the bidder's indulgence in "fraudulent practice" mentioned under clause 37 of Section 1, and actions shall be taken as mentioned in the same Section.

B. Bidding Documents

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and corrigenda/addenda issued in accordance with Clause 10.

Section	Particulars
	Invitation for Bids (IFB)
1	Instructions to Bidders(ITB) & Bid Data Sheet(BDS)
2	Information and Documents to be submitted along with the Bid
3	Conditions of Contract
4	Contract Data
5	Scope of Work & Technical Specifications
6	Drawings
7	Bill of Quantities
8	Securities & Other Forms

- 8.2 The Bidder is required to login to the e-procurement portal and download the above listed documents from the website mentioned in BDS. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

9. Clarification on Bidding Documents: -

- 9.1 A bidder requiring any clarification on the bidding documents may ask questions on line in the e-procurement portal using his/her Digital Signature Certificate (DSC), within the time specified in the BDS prior to the date and time for submission of Bids.
- 9.2 The Employer's response to the queries shall be posted in the portal without mention of the identity of any bidder.
- 9.3 Any modification of the bidding documents listed in sub-clause 8.1 which may become necessary as a result of the clarification, shall be made by the Employer through the issue of an Addendum/Corrigendum pursuant to Clause 10 in the portal.

10. Amendment to Bidding Documents

- 10.1 Before the date for submission of bids, the Employer may modify the bidding documents by issuing corrigenda and addenda.
- 10.2 Any corrigendum or addendum thus issued shall be part of the bidding documents.
- 10.3 The corrigendum and addenda shall be published in the website www.jktenders.gov.in
- 10.4 To give reasonable time to the prospective bidders to take a corrigendum/addendum into account in preparing their bids, the Employer shall extend as necessary the date for submission of bids, in accordance with Sub-Clause 19.3.

C. Preparation of Bids

11. Language of the Bid

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

12. Documents comprising the Bid

12.1 The bid to be submitted by the bidder online (refer Clause 8.1) shall be in two separate parts:

- a. **TECHNICAL BID** shall comprise all information and documents specified in Section 2.
- b. **FINANCIAL BID shall** comprise Priced Bill of Quantities for items specified in Section 7.

12.2 All other documents stated in Clause 8.1 will be deemed to be part of the bid.

12.3 The hard copies of bid to be submitted shall comprise of all the documents stated in Clause 8.1 along with the TECHNICAL BID and FINANCIAL BID submitted online as per Clause 12.1 above.

12.4 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

13. Bid Price

13.1 The Bidder shall bid for the whole work as described in the Bill of Quantities.

13.2 For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank.

13.3 All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price be submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall remain fixed for the Contract period and shall not be subjected to any adjustments due to rise or fall in the market prices.

14. Currencies of Bid and Payment

14.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

15. Bid Validity

15.1 Bids shall remain valid for a period not less than period stated in the BDS after the date for bid submission specified in Clause 19. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, 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 e-mail. A bidder may agree to or reject the request.

15.3 A bidder who has agreed to the Employer's request for extension of bid validity, in no case, shall be permitted to modify his bid.

16. Bid Security

16.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount as shown in the

IFB/BDS for this particular work, in favour of the person named in the IFB/BDS, and in one of the following forms.

- a. Deposit-at-call Receipt from any scheduled Indian Bank.
- b. Bank Guarantee from any scheduled Indian Bank, in the format given in Section 8.
- c. Fixed Deposit Receipt issued by any Scheduled Indian Bank.

16.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 28 days beyond the validity of the bid.

16.3 The bidder shall scan all the written/printed pages of the bid security and upload the same in portable document format (PDF) to the system in designated place of the Technical Bid. Furnishing scanned copy of such documents is mandatory, otherwise his/her bid shall be declared as non-responsive and liable for rejection.

16.4 The Bid Receiving Officer will check the original documents of all the uploaded scanned documents of the bidders at the time of opening of the submitted bids after opening the hard copies of bids submitted by the bidders. In the eventuality of failure on the part of the bidders to produce the original documents, his/her bid shall not be evaluated, and the bidder shall be debarred in future from participating in all bids in the State for 3 years and will be recommended for blacklisting by the competent authority.

16.5 The Bid Security may be forfeited

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

16.6 The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the performance security pursuant to Clause 33.

16.7 The Bid Security of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

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

17. Alternative Proposals by Bidders

17.1 Conditional offers or alternative offers are not allowed.

18. Format & Signing of Bid

18.1 Preparation of the Document

18.1.1. The bidder shall carefully go through the bid and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical Bid consists of cost of Bid documents, Bid Security, List of similar nature of works, work in hand, list of machineries & personnel, and any other information required under Section 2.

18.1.2. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates required under Section 7.

18.1.3. Bidders are to submit only the original BoQ (in .xls format) uploaded by Bid Inviting

Officer after entering the relevant fields without any alteration/deletion/modification. In case of item rate bid, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.

- 18.1.4. Multiple BoQ submission by any bidder shall lead to cancellation of his bid.
- 18.1.5. The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 18.1.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Bid Inviting officer. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column.
- 18.1.7. The bidder shall log on to the portal with his/her DSC and move to the desired bid for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 18.1.8. The Bid Inviting Officer shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 18.1.9. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the Bidder to upload the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Bid Inviting Officer. However, all these documents shall be submitted along with the hard copies.

18.2 Signing of Bid

- 18.2.1. The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.

D. Submission of Bids

19. Date for Submission of the Bids

- 19.1 Bid shall be received ONLINE on or before the date and time as notified in BDS.
- 19.2 Hard copies of bids shall be received on or before the date and time as notified in BDS.
- 19.3 The Employer may extend the date for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.

20. Timeline for Submission of Bids

- 20.1 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
- 20.2 The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Bid Inviting Officer.
- 20.3 All bid uploaded by the Bidder to the portal will be encrypted. The encrypted Bid can only be decrypted/opened by the authorised persons on or after the due date and time.
- 20.4 Once submitted, the bids can't be viewed, retrieved or corrected. The Bidder should ensure

correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.

- 20.5 The submitted hard copies of the bid shall be acceptable only if the bidder has submitted his bid ONLINE also.

21. Late Bids

- 21.1 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid.

22. Modification, Resubmission and Withdrawal of Bids

- 22.1 Resubmission of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh. However, the last submitted ONLINE bid will only be considered for the purpose of evaluation.
- 22.2 The Bidder can withdraw his/her bid before the date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Bid Inviting Officer citing reasons for withdrawal. The system shall not allow any withdrawal after the date and time of submission.

E. Bid Opening and Evaluation

23. Bid Opening

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

24. Confidentiality

- 24.1 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 has been announced in favour of the successful bidder.
- 24.2 Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 37 and may result in the rejection of the Bidders' bid.

25. Clarification of Financial Bids

- 25.1 To assist in the examination, evaluation, and comparison of bids, and qualification of the bidders; the Employer may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 25.2 Subject to clause 24, no Bidder shall contact the Employer on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it shall do so in writing.

26. Examination of Bids, and Determination of Responsiveness

- 26.1 During the detailed evaluation of "Technical Bid", the Employer will determine whether each Bid
- a. meets the eligibility criteria defined in Clause 3 of ITB;
 - b. meets the qualification criteria in accordance with the provision of Clause 4 of ITB; and c.
 - c. is accompanied by the required bid cost, bid security and bid securing declaration form and the required documents mentioned under Section 2.
- 26.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
- a. which affects in any substantial way the scope, quality, or performance of the Works;
 - b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a Bid is not substantially responsive, it may be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 26.4 Non submission of legible documents may render the bid non-responsive.

27. Correction of Errors

- 27.1 The bid documents submitted ONLINE only shall be considered for the purposes of evaluation. As such, there shall be no arithmetical correction due to e-procurement processes.
- 27.2 In case of any difference in the documents / rates provided with hard copies and the documents / rates submitted ONLINE, the ONLINE submitted documents / rates shall be taken as correct.

28. Conversion to Single Currency

- 28.1 The bidder shall quote the prices in INR only.

29. Evaluations and Comparison of Substantially Responsive Bids

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

Inviting Officer may ask for any other document of historical nature during Technical evaluation of the bid; provided, in all such cases, furnishing of any document in no way alters the Bidder's price bid. The bidder shall respond in not more than number of days of issue of the clarification letter as mentioned in BDS, failing which the bid of the bidder will be evaluated on its own merit.

- 29.3 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders. The Bid Inviting Officer will evaluate bid and finalize list of responsive bidders.
- 29.4 The Financial Bids of the technically responsive bidders shall be opened on the due date and time of opening. The Bid Inviting Officer shall log on to the system in sequence and open the Financial Bid. At the time of opening of "Financial Bid", bidders, whose Technical Bids were found responsive, may be present.
- 29.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC anywhere.
- 29.6 The estimated effect of the price adjustment conditions, if any, under Clause 46 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid Evaluation.
- 29.7 If the Bid of the successful Bidder is seriously unbalanced in the opinion of the Employer in relation to the Employer's estimate for the work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, and/or to demonstrate the internal consistency of these prices with the construction methods and schedule proposed. The bidder shall respond in not more than the number of days of issue of the clarification letter as mentioned in BDS, failing which the bid of the bidder will be evaluated on its own merit.

After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

30. Negotiation of Bids

- 30.1 For examination, evaluation, and comparison of bids, the Bid Inviting Officer may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

F. AWARD OF CONTRACT

31. Award Criteria

- 31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- 31.2 In the eventuality of failure on the part of the lowest successful bidder to submit the performance security, the Bidder shall be debarred in future from participating in all the Bids for three years and will be recommended for blacklisting by the competent authority. In such a situation, the next successful bidder will be required to produce his Performance Security for consideration of his bid at the negotiated rate equal to lowest bidder. Otherwise the tender will be cancelled.
- 31.3 In no case, the contract shall be awarded to any bidder, whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The bid shall be deemed to be rejected and the contract will, in such case, be awarded to the next lowest

bidder at his evaluated bid price.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

- 32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without assigning any reason therefore and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

- 33.1 The Bidder, whose Bid has been accepted, shall be notified of award by the Employer prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion and remedying defects of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2 The notification of award will construe that all necessary clearances / No objections from all concerned departments, for execution of works to be contracted, have been obtained by the Employer prior to issuance of Letter of Acceptance.
- 33.3 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34, within 28 days of issue of letter of acceptance, and a detail work program showing the general methods, arrangements, order and timing for all the activities in the Works along with quarterly planned value statement and milestone wise detail work programme, in accordance with the provisions of Clause 4.3(j).
- 33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of the Employer within 28 days following the issue of the Letter of Acceptance.
- 33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

- 34.1 Within 28 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security valid for a period as stipulated in Clause 50 of Conditions of Contract & in the Contract Data in any of the forms given below for an amount **equivalent to a percentage of the Contract price as mentioned in BDS plus Additional Performance Security for unbalanced bids** in accordance with sub-clause 29.7 & 34.2 of ITB.
- a Bank Guarantee in the form given in Section 8
- 34.2 After evaluation of the price analysis, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder by an amount to be calculated as indicated in the BDS.
- 34.3 If the performance security is provided by the successful Bidder in the form of Bank Guarantee, it shall be issued 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.
- 34.4 In the event of the successful Bidder failing to comply with the requirements of Sub-Clause

34.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

35. Advance Payment and Security

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Dispute Resolution

36.1 Any dispute arising out of the contract shall be resolved through the provisions of Arbitration & Conciliation Act, 1996.

37. Corrupt or Fraudulent Practices

37.1 It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

- a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- c. “collusive practice” is an arrangement between two or more parties¹¹ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹².

37.2 The Employer will reject a proposal for evaluation, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

37.3 Furthermore, Bidders may be aware of the provision stated in Clause 61 of the Conditions of Contract.

38. Grievance Reprisal Procedure/Complaint Procedure

38.1 The bidder has the right to submit a written and signed complaint at any stage in the procurement. The complaint will be addressed to the officer who has invited the bids.

38.2 The Bid Inviting Officer shall, within 5 working days of receipt of the complaint, acknowledge the receipt in writing to the complainant indicating that it has been received and the response will be sent in due course after detailed examination.

38.3 The Bid Inviting Officer shall convey the final decision to the complainant on the complaint received within a reasonable time.

¹¹ “parties” refers to participation in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

¹² A “party” refers to a participant in the procurement process or contract execution

G. BID DATA SHEET (BDS)

A. Introduction	
ITB 1.1	Bid Identification No. Fresh e-NIT No: 41 of 2017-18
	The Employer is Executive Engineer, Sewerage & Drainage Division (West), Jammu
	The name of the Project is: a) Construction of Complete Sewerage System of 5 nallahs by way of Laying of Sewers, Construction of Manhole Incl: House Connections etc on Left bank of River Tawi. b) Operation & Maintenance for Five Years after Successful Trial Run of Six Months.
	Works Requirement: 1. Laying of Trunk Sewers 2. Laying of Lateral Sewers 3. Construction of Manholes 4. House Connections
ITB 2.1	The Project is financed by Government of India Under AMRUT
ITB 3.4	The value to be considered is Rs. 19.50 Crores
ITB 4.3 (f)	The fund requirement value to be considered is Rs 19.50 Crores
ITB 4.3 (i)	Sub Contracting is Allowed upto the 40% of Bid Cost.
ITB 4.5 A (a)	<u>Rs. 16.00 Crores</u> The financial year should be among the last five years from 01-04-2012 to 31-03-2017
ITB 4.5 A (c)	<u>Rs.10.00 Crores</u> The financial year should be among the last five years from 01-04-2012 to 31-03-2017

H. Bidding Documents	
ITB 8.2	http://www.jktenders.gov.in .
ITB 9.1	10 days
ITB 9.2	Address: Executive Engineer, Sewerage & Drainage Division (West), Jammu. Venue: Jammu
C. Preparation of Bids	
ITB 13.4	<i>Applicable</i>
ITB 15.1	180 days
ITB 16.1	Bid Security Amount: Rupees 0.39 Crores in Favour of (Chief Engineer J&K U.E.E. Transport Nagar Narwal Jammu)
I. Submission of Bids	
ITB 19.1	The date and time for bid submission online is: Date: 22-07-2017 to 14-08-2017 Time: 6.00 PM
ITB 19.2	The date and time for submission of hard copies is: Date: 16-08-2017 Time: 02:00 PM
J. Bid Opening and Evaluation	
ITB 22.1	The Bid opening shall take place at Venue : Chief Engineer J&K U.E.E. Transport Nagar Narwal Jammu) Town/ City: Jammu State : Jammu & Kashmir Date : 18.08.2017 & Time : 01:00 PM

ITB 29.2	04 days
ITB 29.7	08 days
ITB 34.1	10 % of the Accepted Contract Amount.
ITB 34.2	No additional performance security is required when the bid value is up to 10% less than the estimated cost. When the bid amount is less than the estimated cost by more than 10% and not more than 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of the differential cost of the bid amount.



SECTION – 2

QUALIFICATION INFORMATION

INFORMATION AND DOCUMENTS TO BE FURNISHED ALONG WITH THE BID

[The Bidder shall submit all the documents indicated below, in complete shape.]

1. CONTRACTOR’S BID
2. COST OF BID DOCUMENT
3. QUALIFICATION INFORMATION
4. BID-SECURING DECLARATION
5. EVIDENCE OF CREDIT FACILITY
6. AFFIDAVIT REGARDING ABANDONED WORKS AND UNDERTAKING
7. STATEMENT OF ETHICAL CONDUCT, FRAUD AND CORRUPTION
8. BID SECURITY INSTRUMENT



*Atal Mission for Rejuvenation
and Urban Transformation*

1. Contractor's Letter for Bidding

(To be filled in by the Bidder and submitted along with the offer)

Description of the Works:

- a) Construction of Complete Sewerage System of 5 nallahs by way of Laying of Sewers, Construction of Manhole Incl: House Connections etc on Left bank of River Tawi.
- b) Operation & Maintenance for Five Years after Successful Trial Run of Six Months.

Bid Identification Number: Fresh e-NIT No: 41 of 2017-18 {AMRUT}

To:

The Chief Engineer,
Chief Engineer J&K U.E.E. Department
Transport Nagar Narwal Jammu

We, the undersigned, declare that;

- a. We have examined and have no reservations to the bidding documents, including addenda issued in accordance with instructions to bidders (ITB) Clause 10;
- b. We offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid for the Contract price of Rs. _____ [in figures] (Rupees _____) [in words]¹³.
- c. Our bid shall remain valid for a period of _____ (insert validity period as specified in the ITB) days from the dates fixed for bid submission in accordance with the bidding documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our bid is accepted, we commit to obtain a performance security in accordance with bidding document;
- e. We, including any sub-contractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 3;
- f. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- g. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

¹³ To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.

- h. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in corrupt and fraudulent practices.
- i. We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.
- j. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Bidder: _____

Address: _____



2. Cost of Bid Document

[The Contractor shall furnish the cost of bid document as specified in the IFB]



3. Qualification Information

[The information shall be filled in by the Bidder in the following pages which shall be used for purpose of evaluation as provided for in Clauses 3 & 4 of the Instructions to Bidders.]

1. Statement of compliance under the requirements of Sub Clause 3.2 of the Instructions to Bidders.

2. For Individual Bidders

(Sub Clause 4.3 (a) of Instructions to Bidders may be referred to)

Constitution or legal status of Bidder : _____

[Attach copy]

Place of registration : _____

Principal place of business : _____

Name of Authorized Signatory of Bid : _____

Power of Attorney of Signatory of Bid : Attached / Not attached

[Attach original document]

3. Copies of reports on the financial standing of the Bidder, such as turnover statements as per IT return, Balance Sheet and Profit & Loss statements duly certified by the Chartered Accountants for the last five years as stated under Clause 4.5 A (a) of Instructions to Bidders.

(Sub Clause 4.3 (b) of Instructions to Bidders may also be referred to)

4. Total monetary value of Civil construction works performed in the last five years as stated under Sub Clause 4.3 (c) of Instructions to Bidders with attached certificate from Chartered Accountants.

(Sub Clause 4.5 A (b) of Instructions to Bidders may also be referred to)

Financial Year	Value of Works performed (in Rs. lakhs)

5. Experience in works of a similar nature and size for each of the last three years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts.[#]

(Sub Clause 4.3 (e) of Instructions to Bidders may be referred to)

- a. Experience in works of a similar nature and size:

Project Name	Details of the Employer*	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of Commencement	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay
	Name: Address: Phone No.: E-mail:							

Immediately preceding the financial year in which bids are received.

*Attach certificate (s) from the Engineer(s)-in-Charge, not below the rank of Executive Engineer

b. Existing commitments and on-going works:

Description of works	Place & state	Contract No.	Name & Address of Employer.	Value of Contract (Rs. Cr)	Stipulated period of completion	Value of works [@] to be completed (Rs. Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

[@] Attach documentary evidence from the concerned authorities

c. Works for which bids already submitted:

Description of works	Place & state	Name & Address of Employer.	Estimated Value of Contract (Rs. Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

6. 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 support documents in the attached format provided in this Section.

(Sub Clause 4.3 (f) of Instructions to Bidders may be referred to)

7. Name, address, e-mail id, telephone and fax numbers of the Bidders' Bankers who may provide references if contacted by the Employer.

(Sub Clause 4.3 (g) of Instructions to Bidders may be referred to)

Sl. No.	Name of the Bank	Address	Telephone No.	FAX no.	e-mail id
1	2	3	4	5	6

8. Information on litigation history in which the Bidder is involved

(Sub Clause 4.3 (h) of Instructions to Bidders may be referred to)

Other Part(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing present status

9. Proposed subcontracts and firms involved.

(Sub Clause 4.3 (i) of Instructions to Bidders may be referred to)

Sections/ Items/ Nature of the works	Value of the Proposed Sub Contract	Details of Subcontractor (Name, Address, Phone No., E-mail id)	Copies of Experience Certificate [@] in similar work	Copies of valid license [%] attached	Consent of the proposed Sub-Contractor ⁺ attached
			Yes/ No	Yes/ No	Yes/ No

[@] Attach copies of experience certificates of similar nature of work from Employers of the Sub-Contractor.

[%] Attach copies of certificates of possession of valid license for executing the specialized work (Like Water supply & Sanitary work / Electrification works/ Civil works/ Proprietary works/ Specialized Job works)

⁺ Consent of the proposed Sub-Contractor to complete the work in all respects must be attached in original.

10. The proposed methodology and program of construction

(Sub Clause 4.3 (j) of Instructions to Bidders may be referred to)

- | | |
|---------------------------------|-----------------------|
| i. Work Program | Attached/Not Attached |
| ii. Methodology | Attached/Not Attached |
| iii. Plan value Statement | Attached/Not Attached |
| iv. Environment Management Plan | Attached/Not Attached |

11. Major items of construction equipment proposed to carry out the Contract:

[The Bidder **must** list all the information requested below. Refer also to Sub Clause 4.5 B (a) of the Instructions to Bidders.]

Sl. No.	Type of Equipment	Minimum Requirement for the works		Experience of the Bidder				
		Nos.	Capacity	Nos.	Capacity	Registration. No./ Identification No.	Owned/ Leased/ To be procured	Condition
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	[.....]	[.....]	[.....]					
2	[.....]	[.....]	[.....]					
3	[.....]	[.....]	[.....]					
...	[.....]	[.....]	[.....]					
...	[.....]	[.....]	[.....]					

- i. The type and minimum numbers of key plants & equipment shall be specified by the Employer depending upon type of works requirement, in columns (2), (3) & (4).
- ii. The Bidder shall provide documentary evidence in support of their possession of plants and equipment listed above, in columns (5) to (9).
- iii. For machineries / equipment to be used on lease basis, the bidder shall provide details of the lease agreement which shall form a part of the qualification of the bidder.
- iv. Machineries, older than 5 years or in poor working condition, shall be reconditioned/ repaired to improve the performance level. Such machinery shall pass the test of satisfactory performance by the Mechanical Engineer of the concerned Department.

12. Qualifications and experience of key personnel proposed for administration and execution of the Contract.

[The Bidder **must** list all the information requested below. Refer also to Sub Clause 4.5 B (b) of the Instructions to Bidders.]

Sl. No.	Minimum Requirement of Contract			Availability Proposals		
	Position	Qualification	Experience	Name	Qualification	Experience
1	[AEE]	[BE]	[15 Y]			
2	[JE] C	[Diploma]	[15 Y]			
3	[JE Mech]	[Diploma]	[15 Y]			
4	[W/S]	[ITI]	[15 Y]			
...	[.....]	[.....]	[.....]			

- i. The number and qualification of key personnel required for the work will be specified by the Employer before invitation of bid as per the requirement of the work.
- ii. The Bidder shall provide CVs of proposed personnel listed above.

4. Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[Three years]* starting on *[date of submission]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- a. have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;
or
- b. having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on ____ day of _____ *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

5. Format for Evidence of Access to or Availability of Credit Facilities

BANK CERTIFICATE

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

If the contract for the work, namely “[insert name of the work]” is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Name of Bank
Senior Bank Manager
Address of the Bank



6. Affidavit Regarding Abandoned Works and Undertaking

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s
..... have abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE



*Atal Mission for Rejuvenation
and Urban Transformation*

7. Statement of Ethical Conduct, Fraud and Corruption

We, the undersigned confirm in the preparation of our bid that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That neither we, nor any of our employees, associates, agents, shareholders, partners consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.
4. We understand our obligation to allow the Government of J&K to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. In connection with this procurement exercise and any contract that is awarded to us as a result thereof, no payments have been made or will be made by us, our associates, agents, shareholders, partners or their relatives or associates to any of the staffs, associates, consultants, employees or relatives of such who are involved with the procurement process, contract implementation, and the issuance of progress payment on behalf of the purchaser, client or employer.

Signed: *[signature of person authorized by the Bidder to sign the bid submission form and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

8. Bid Security Bank Guarantee

Bank's Name and Address of Issuing Branch or Office

Beneficiary: name and address of Employer

Date:

Bid Security No.:

We have been informed that **name of the Bidder** (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of **name of Contract** under Invitation for Bids No ("the IFB").

Furthermore, we understand that, according to one of your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we **name of Bank** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **amount in figures** (..... amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a) Has withdrawn its Bid during the period of bid validity including extended period of validity specified by the Bidder in the Form of Bid;
- b) Having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails to deposit the required license fees with State Government to register itself as a special/ super class Contractor with Govt. of J&K within 15 (fifteen) days of issue of letter of acceptance of Bid.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days beyond the validity of the bid including extended period of validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... Bank's seal and authorized signature(s)

SECTION – 3

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.

Bill of Quantities means the priced and completed Bill of Quantities.

Compensation Events are those defined in Clause 43 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 53.1.

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 2.3 below.

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

The **Contractor** is a person or corporate 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 and Financial Bids.

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

Earned Value is the cumulative measure of the work performed expressed in monetary unit on any particular date.

The **Employer** is the party named in the Contract Data 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's work, and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct 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 Employer by issuing an extension of time.

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

Planned value is the planned future expenditure for a period, i.e. for a month, a financial quarter, a year or the period or the total contract period.

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 Employer.

The **Start Date/Date of Commencement** 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 work 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.

A **Variation** is an instruction given by the Engineer, which changes the scope of the Works both in respect of increase or decrease of quantities, specifications and execution of new items.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

The **Routine Maintenance Works** means the works required to be carried out by the Contractor between the commencement date and the date on which Taking over Certificate is issued to keep the site in traffic worthy condition for movement of usual traffic as well as construction traffic. Routine Maintenance Works form part of works but are considered incidental to the works and are not separately paid for.

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 Employer 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:
 1. Agreement
 2. Letter of Acceptance, notice to proceed with the works
 3. Contractor's Bid
 4. Contract Data
 5. Conditions of Contract including Special Conditions of Contract
 6. Specifications
 7. Drawings
 8. Bill of quantities
 9. Any other Document (specified in the Contract Data)

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 otherwise specifically stated in the Contract Data, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer as per the provisions of the contract.

5. Delegation

- 5.1. The Engineer may delegate any of his duties and responsibilities to other people 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. Sub-contracting

- 7.1. The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing.

The Contractor shall not subcontract the whole of the works.

- 7.2. If the contractor, beyond the above limit, proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer may consider the same for according approval.

- 7.3. The contractor shall sub-contract for executing the specialized work portion only¹⁴.

- 7.4. Consent of the Engineer for sub-contracting shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.

- 7.5. The Engineer should justify in the consent whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification, equipment and necessary license, if any, required for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

- 7.6. If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor. Any such arrangement does not alter the contractor's liability or obligations under the contract.

- 7.7. Before issuing a Payment Certificate to the Contractor, which includes an amount payable to a subcontractor, the Engineer / Employer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise.

¹⁴ Specialized work means a different provision not generally executed by the agency, such as Water supply & Sanitary works and Electrification works in a civil works contract/Civil works in an Electrical works Contract/Proprietary works/Specialized job works.

8. Other Contractors

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, Line Departments and the Employer on the dates as notified by the Employer from time to time. The Employer may modify these dates and shall notify the contractor of any such modification.

9. Personnel

- 9.1. 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 functions stated in the Schedule or other personnel approved by the Engineer.
- 9.2. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.3. 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 work in the Contract.

10. Risks

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

11. Employer's Risks

- 11.1. The Employer is responsible for the excepted risks which are
- in so far as they directly affect the execution of the works in the State of Jammu & Kashmir, 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 personnel), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive,
 - use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,
 - a cause solely due to the design of the works, other than the Contractor's design, or
 - any operation of the forces of nature which is unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
- 11.2. **Rectification costs due to damage of works on account of Employer's risks** – If the works are damaged due to Employer's risk as per Clause 11.1, a Committee consisting of the Employer's representative, Engineer's representative and Contractor's representative will carry out a detailed inspection of damaged works and prepare a detailed report of damages occurred. The Committee shall prepare detailed cost estimate as per BoQ rates of the works. A variation order shall be prepared for rectification of the damaged works giving the time frame for completion of the rectification. The cost of rectification shall be paid to the Contractor through interim payment certificate.

12. Contractor's Risks

- 12.1. The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-over Certificate is issued (Taking-over of the Works

and Sections) for the Works, when responsibility for the care of the Works shall pass to the Employer. The Contractor is also responsible for the risks stated below:

- a. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects;
- b. personal injury including deaths which arise during and in consequence of the performance of the Contract;
- c. all other risks other than the excepted risks stated in Clause 11.1.

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance covers in two parts, i.e. (a) from the start date to the completion date, and (b) for the Defect Liability period, in the amounts 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, Plants 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;
- d. Workman compensation policy to cover personal injury or death.

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

13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may 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.

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

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

14. Site Investigation Reports

14.1. The Bidder, in preparing the Bid, shall rely on any site investigation reports supplemented by the Employer.

14.2. Any discrepancy in the site investigation reports, arising during execution, shall be brought by the Contractor to the notice of the Engineer / Employer.

15. Queries about the Contract Data

15.1. The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1. Commencement of the Works

The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer.

16.2. Construction of the Works

The Contractor shall construct and install the Works in accordance with the approved Specifications and Drawings, and as per instructions of the Engineer. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules, as mentioned in the Special Conditions of Contract.

16.3. Protection of the environment

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are provided in the Special Conditions of Contract.

16.4. Non-performance of the routine maintenance works by the Contractor – In the event that the Contractor fails to carryout routine maintenance works as directed by Engineer's representative within the reasonable time, it shall be deemed as a failure of the obligation by the Contractor. The Employer shall without prejudice to its rights under the Contract including termination thereof, be entitled to undertake such maintenance works at the cost of the Contractor. The cost incurred by the Employer will be recovered from the Contractor through deduction from the interim payment certification of the Contractor.

17. Completion of the Works

17.1. The Contractor shall complete the Works by the intended date of completion. In case Extension of Time has been granted, the extended date of completion shall be considered.

18. Approval by the Engineer

18.1. 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.

18.2. The Contractor shall be responsible for design and safety of Temporary Works.

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

18.4. All Drawings prepared by the Contractor for the execution of the temporary Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

20.1. 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.

21. Possession of the Site

- 21.1. The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. If possession of a part of the site is not given by the date stated in the Contract Data, the Employer shall give suitable extension of time for completion of work. The Employer shall not pay any compensation on this account except price adjustment as per clause 47.

22. Access to the Site

- 22.1. The Contractor shall allow the Employer and any person authorized by the Employer 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.

23. Instructions

- 23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
- 23.2. The Contractor shall permit the Employer or his authorized representative 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.

24. Disputes

- 24.1. For the purpose of jurisdiction, in the event of disputes, if any, of the contract would be deemed to have been entered into within the State of Jammu & Kashmir and it is agreed that neither party to the Contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Jammu & Kashmir.

25. Procedure for Disputes

- 25.1. In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, and details mentioned in the Special Conditions of Contract.
- 25.2. The parties shall make efforts to agree on a Sole Arbitrator and only if such an attempt does not succeed, then the disputes shall be referred to Arbitration.

26. Adjudicator

- 26.1. No adjudicator shall be appointed for the purpose of dispute resolution.

B. TIME CONTROL

27. Programme

- 27.1. Within 14 days of issue of letter of award of work, the successful bidder shall submit to the Employer detail work program including Environmental Management Plan for approval showing the general methods, arrangements, order and timing for all the activities in the Works along with quarterly planned value statement.
- 27.2. An update of the Program shall be a program showing the actual progress achieved on each activity, the earned value and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3. The contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period of 90 days. If the Contractor does not submit an updated Program

within this period, the Engineer may withhold the amount as specified in the Contract Data and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

- 27.4. The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

- 28.1. The Employer 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.
- 28.2. The Employer shall decide whether and by how much to extend the Intended Completion Date within 28 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.
- 28.3. The Engineer shall, within 14 days of receiving full justification from the contractor for extension of Intended Completion Date, refer to the Employer his recommendation. The Employer shall in not more than 14 days communicate to the Engineer the Employer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension of time and the Contractor may refer the matter to the Arbitration under Clause 25.

29. Delays Ordered by the Engineer

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

30. Management Meetings

- 30.1. 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.
- 30.2. The Engineer shall record the business of management meetings and is to provide copies of his 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.
- 30.3. Progress Reports: The Contractor shall prepare and submit the monthly progress reports to the Engineer in two hard copies including soft copy. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-over Certificate for the Works.

Each report shall include:

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- a. charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing;
 - b. photographs showing the status of progress of work on the Site;
 - c. Status of mobilisation of Contractor's Personnel and Equipment;
 - d. copies of quality assurance documents, test results and certificates of Materials;
 - e. list of early warning notices issued to the Engineer under Sub-Clause 32;
 - f. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
 - g. Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
- 30.4 The progress and quality of works will be externally monitored on quarterly basis by an Independent Review and Monitoring Agency (IRMA) to be appointed by the Employer.

31. Early Warning

- 31.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date. The estimate shall be prepared by the Contractor as soon as possible and submitted to the Engineer.
- 31.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.
- 31.3. Failure by the contractor to intimate and warn the Engineer about such events or circumstances shall forfeit the claim of the Contractor for time or cost compensation.

C. QUALITY CONTROL

32. Identifying Defects

- 32.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 32.2. The Contractor shall permit the Employer's Technical auditor to check the Contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

33. Tests

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

34. Correction of Defects

- 34.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

35. Uncorrected Defects

- 35.1. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
- 35.2. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

D. COST CONTROL

36. Bill of Quantities

- 36.1. The Bill of Quantities contains items for the construction, 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 to be done at the rate in the Bill of Quantities for each item.

37. Changes in the Quantities

- 37.1. If the final quantity of the work done differs from the quantity provided in the Bill of Quantities for the particular item, by more than 25 percent and such change exceeds 2% of initial contract price; the Engineer shall adjust the rate to allow the change, duly deriving the rate as under:
 - a. Contract rate for the quantity up to 1.25 times the BOQ quantity
 - b. For any item whose quantity exceeds beyond 1.25 times the quantity provided in the BOQ, a New rate shall be applicable for the quantity in excess of 1.25 times the original quantity.
 - c. The New rate shall be derived and paid based on the minimum market rates of the materials, labour, and direct and indirect expenses constituting the item adopting the analysis of rates of MORTH/CPWD/State SoR, irrespective of the tender premium or discount.
- 37.2. The new analyzed rate shall require approval of the Employer before enactment.
- 37.3. If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost break down of any rate in the bill of quantities.

38. Variations

- 38.1. Change in scope may include:
 - a. Change in specifications of any item of works
 - b. Omission/deletion of any item of work from the scope of work
 - c. Any additional work which are not included in the original scope of work including any additional test on completion
- 38.2. The Engineer may make modifications / alterations to the construction works before the issue of the completion certificate by giving an instruction to the contractor. The Contractor shall execute and be bound by each Variation issued; all variations shall be included in updated Programs produced by the Contractor.

39. Payments to Variations

- 39.1. If the work in the Variation corresponds with similar item in the Bill of Quantities, the rate in the bill of Quantities shall be used as base rate and rate for varied item be arrived at.

39.2. If the varied item is altogether a new item of work, then the rate for the item of work shall be derived and paid based on the minimum market rates of the materials, labour, and direct and indirect expenses constituting the item adopting the analysis of rates of MORTH/CPWD/State SoR, irrespective of the tender premium or discount.

39.3. The contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

39.4. Price adjustment shall be paid as per Clause 46.

40. Cash Flow Forecasts

40.1. The contractor shall submit a planned value statement along with the work programme for the full contract period containing cumulative future quarterly expenditures.

40.2. The Contractor shall revise the work programme and update the quarterly planned value statement and submit it to the Engineer in the first week of every financial quarter.

41. Payment Certificates

41.1. The Contractor shall submit to the Engineer monthly priced statements of the completed and accepted work.

41.2. The Engineer shall check the Contractor's statement within 14 days and certify the amount to be paid to the Contractor as per contract payment schedule.

41.3. The value of work executed shall be determined by the Engineer. The value of work executed shall comprise the value of the quantities of the items as per the mile stone and work programme attached to the contract.

41.4. The Engineer shall maintain and update the earned value statement every month.

41.5. The value of work executed shall include the valuation of Change in Scope (Variation) and Compensation Events, if any.

41.6. 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.

42. Payments

42.1. Payments shall be adjusted for deductions for any advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days from the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing bank interest rates.

42.2. Items of the Works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed to be covered by other rates and prices in the Contract.

42.3 The payments shall be periodically monitored and audited by External & Empanelled Agencies, Internal Auditors, as well as by C&AG's and State AGs.

43. Compensation Events

43.1. The following are Compensation Events unless they are caused by the Contractor:

- a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

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- b. The Employer modifies the schedule of other contractors in a way which affects the work of the Contractor under the Contract.
 - c. The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - d. The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - e. The Engineer does not approve for a Sub-Contract to be let for more than 15 days.
 - f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of acceptance from the information issued to bidders (including the site investigation reports), for information available publicly and from a visual inspection of the site.
 - g. The Engineer give an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
 - h. Other contractors, public authorities, utilities or the employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the contractor.
 - i. The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee, and after getting confirmation from the issuing bank.
 - j. The effect on the Contractor of any of the Employer's Risks.
 - k. The Engineer unreasonably delays issuing a Certificate of Completion.
 - l. Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 43.2. If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.
- 43.3. If a Compensation Event would cause additional cost, the Contract Price shall be increased. The Engineer shall treat the event as "variation" as per Clause no.38 & 39, and ascertain the additional cost.
- 43.4. As soon as information demonstrating the effect of each Compensation Event up on the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.
- 43.5. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

44. Tax

- 44.1. The rates quoted by the Contractor shall be deemed to be inclusive the VAT, Royalty, Income Tax, Service Tax, Labour CESS and all other statutory taxes that the Contractor will have to pay for the performance of this Contract in the State of Jammu & Kashmir. The Employer will perform such duties in regard to the deduction of such taxes at source as per the applicable laws.

45. Currencies

- 45.1. All payments shall be made-in Indian Rupees.

46. Price Adjustment

- 46.1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the principles, procedures and as per formula given in the contract data.

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- a. The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
 - b. The price adjustment shall be determined during each month from the formula given in the contract data.
- 46.2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

47. Retention

- 47.1. 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 or settlement of final payment.
- 47.2. On completion of the whole of the Works, half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 47.3. On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.
- 47.4. No retention money shall be deducted from the Advance payments.

48. Liquidated Damages

- 48.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor.
- 48.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 48.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.
- 48.4. The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. Payment or deduction of liquidated damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor's obligations and liabilities under the contract.
- 48.5. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable.

The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

49. Advance Payment

49.1. No Advance Payments shall be made to the Contractor.

50. Securities

50.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount as specified in the Contract Data and in form and by a bank acceptable to the Employer. The Performance Security shall be valid until a date 28 days beyond the expiry of the Defects Liabilities Period.

51. Day Work

51.1. There is no provision of day work item in the Contract. However, the contractor shall be obliged to execute any such requirement arising thereof during the execution of the work and shall be paid as per the minimum current market rates irrespective of the tender premium or discount.

52. Cost of Repairs

52.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects liabilities periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions including the situation as stipulated at Clause 12.

E. FINISHING THE CONTRACT

53. Completion

53.1. 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.

54. Taking Over

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

55. Final Account

55.1. 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 account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

56. Termination

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

56.2. 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

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- b. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - c. the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - d. the Contractor does not maintain a security which is required;
 - e. the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
 - f. if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, mentioned under **Clause 61**.

56.3. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 55.2 above, the Engineer shall decide whether the breach is fundamental or not.

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

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

57. Payment upon Termination

57.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less 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. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

57.2. If the Contract is terminated at the Employer's convenience or because of fundamental breach of contract by the Employer, the Engineer shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the employer for expenditure towards 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.

58. Property

58.1. 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 default.

59. Release from Performance

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

60. Fraud and Corruption

60.1. If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 day's notice to the Contractor, terminate the Contractor's

employment under the Contract and expel him from the Site, and the provisions of Clause 55 shall apply as if such expulsion had been made under Sub-Clause 55.2 (f) [Termination by Employer].

60.2. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

60.3. For the purposes of this Sub-Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

F. Special Conditions of Contract

1. LABOUR (Clause 16.2 of Conditions of Contract):

1.1 Engagement of all Staff And 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 other information as the Engineer may require.

1.2 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, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of 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/bye Laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover

from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

1.3 Salient Features of Some Major Labour Laws (Applicable to the establishments engaged in building and other construction work)

1.3.1. Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

1.3.2. 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.

1.3.3. 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.



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- 1.3.4. Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
 - 1.3.5. 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.
 - 1.3.6. Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
 - 1.3.7. 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.
 - 1.3.8. 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.
 - 1.3.9. Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3,500/- per month or less. The bonus to be paid to employees getting Rs. 2,500/- per month or above up to Rs. 3,500/- per month shall be worked out by taking wages as Rs. 2,500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
 - 1.3.10. Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
 - 1.3.11. Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
 - 1.3.12. 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.
 - 1.3.13. 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.
 - 1.3.14. 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 upto the establishment and back, etc.

1.3.15. 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 1% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

1.3.16. Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous 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.

2. PROTECTION OF ENVIRONMENT (Clause 16.3 of Conditions of Contract):

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

2.1 Salient features of some of the major Environmental Laws:

2.1.1. The Water (Prevention and Control of Pollution) Act, 1974: This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health or animals or plants or of aquatic organisms.

2.1.2. The Air (prevention and Control of Pollution) Act, 1981: This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

2.1.3. The Environment (Protection) Act, 1986: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between

water, air and land, and human being, other living creatures, plants, micro-organism and property.

- 2.1.4. The Public Liability Insurance Act, 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

3. ARBITRATION (Clause 25.2 of Conditions of Contract)

In case of dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this 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 disputes shall be referred to Arbitration which is as under:

- i. For the value of Contracts upto Rs.5.00 crore, Sole Arbitrator will conduct hearings and publish Award. The Sole Arbitrator will be Superintending Engineer of another Circle office who is no way connected with the work, as indicated in the Contract Data.
- ii. For the value of Contracts above Rs.5.00 crore and upto Rs.25.00 cr, Sole Arbitrator will conduct hearings and publish Award. The Sole Arbitrator will be the Chief Engineer who is no way connected with the work other than the Chief Engineer, who is in charge of the work , as indicated in the Contract Data.
- iii. For the Contracts above Rs.25.00 crore
 - a. 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 Secretary General, Indian Road Congress, New Delhi, India
 - b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Secretary, Indian Roads Congress, New Delhi, India shall appoint the arbitrator. A certified copy of the order of the Secretary General, Indian Roads Congress, New Delhi, India making such an appointment shall be furnished to each of the parties.
 - c. Arbitration proceedings shall be held in **Jammu, J&K, India** and the language of the arbitrator proceedings and that of all documents and communications between the parties shall be English.
 - d. The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.



CONTRACT DATA

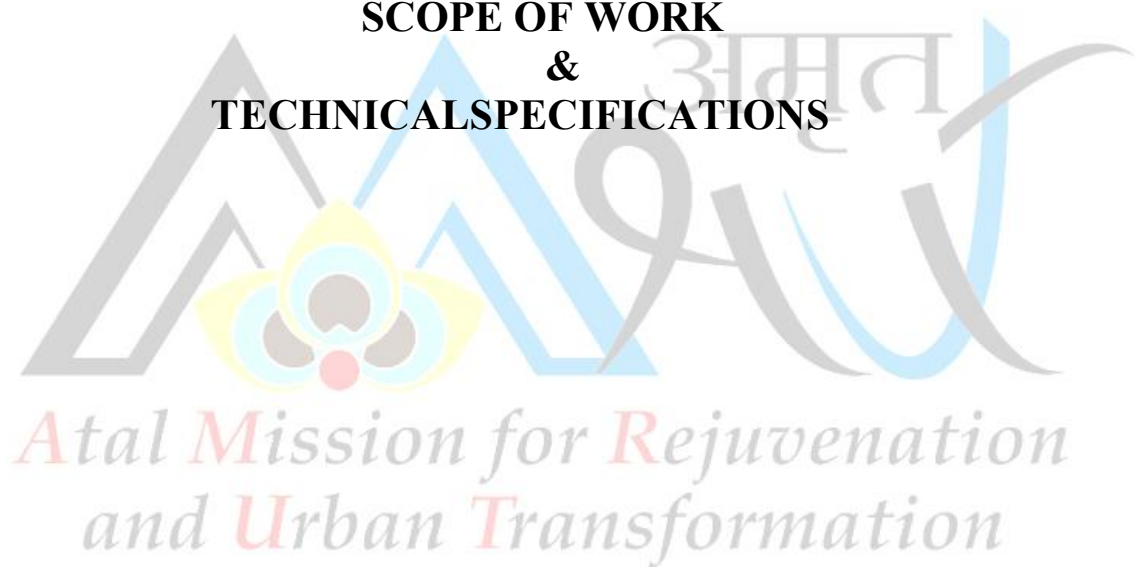
Sl. No.	Item	Sub- Clause	Data
1	The name and identification number of the Contract is	1.1	<p>a) Construction of Complete Sewerage System of 5 nallahs by way of Laying of Sewers, Construction of Manhole Incl: House Connections etc on Left bank of River Tawi. (Contract No SDJ/W/71/2017-18)</p> <p>b) Operation & Maintenance for Five Years after Successful Trial Run of Six Months.</p> <p>Bid Identification No Fresh e-NIT No: 41 of 2017-18</p>
2	Defects Liability Period from the date of certification of completion of Works.	1.1, 34	3 Years
3	The Employer is	1.1	<p>Name : _Executive Engineer, Sewerage & Drainage Division (West) Jammu</p> <p>Email : eesdwestjammu@gmail.com</p> <p>Ph : 0191-2479432</p>
4	The Engineer is	1.1	<p>Name : Executive Engineer</p> <p>Address : Sewerage & Drainage Division (West) Jammu</p> <p>Address : <u>Transport Nagar Narwal Jammu</u></p> <p>Email : eesdwestjammu@gmail.com</p> <p>Ph : 0191-2479432</p>

5	The Intended Completion Date for the construction works is	1.1, 17, 28	18 months from the start date. Trunk Sewer Dates: 1. Mile stone 1: Trunk Sewer 06 Months 2. Mile stone 2: Lateral Sewer 04 Months 3. Mile stone 3: Manholes 04 Months 4. Mile stone 4: House Connections 04 Months
6	The Site is located at	1.1	Jammu and as defined in the drawings enclosed separately
7	The Start Date shall be	1.1	The date of issue of Notice to Proceed with the Work
8	The Works consist of	1.1	The work shall be executed as per Scope, BOQ, Drawings and Technical Specifications.
9	Additional documents that form part of the Contract	2.3 (9)	<ol style="list-style-type: none"> 1. Work program 2. Methodology 3. Planned Value Statement 4. Environmental Management Plan 5. Major items of construction proposed to carry out the Contract 6. Qualifications and experience of key personnel proposed for administration and execution of the Contract. 7. Evidence of access to financial resources. 8. Name, address, e-mail id , telephone and fax numbers of the Contractors' Bankers 9. Proposed subcontractors 10. The addendum if any 11. The record of pre-award clarifications if any
10	The language of the Contract documents is	3.1	English
11	The law which applies to the Contract is	3.1	The laws of State of Jammu & Kashmir
12	Engineer actions requiring Employers prior permission	4.1	<ol style="list-style-type: none"> i. Approval of Sub-Contractor; ii. Issue of Variation Orders; iii. Revision of rates; iv. Extension of Time; v. Issue of completion of Works certificates; and vi. Issue of Performance Certificate.
13	Limit of subcontracting	7.1	40% of the initial Contract price

14	Insurance requirements are	13	<p>a. For loss of or damage to the Works, Plants and Materials 110 % amount equal to the allotted Contract Cost;</p> <p>b. For loss of or damage to Equipment 110 % amount equal to the cost of the Equipment;</p> <p>c. For loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract amount equal to Rs. 5.00 Lacs without any limit on number of occurrences.</p> <p>d. For Workman compensation policy to cover personal injury or death – amount equal to Rs.10.00 Lacs without any limit on number of occurrences.</p>
15	The Site Possession Dates shall be:	21.1	<p>a. Within 07 days from the issuance of LOA</p> <p>As regards to maintenance of roads/stretches/ structures, the contractor's obligations shall be limited to the portions of the site/stretches handed over to him by the Employer. Other stretches/ structures not handed over to him shall be maintained by the Employer till handing over.</p>
16	Sole Arbitrator /Arbital Tribunal	25	<p>The Superintending Engineer, UED Circle 2nd shall Be the Sole Arbitrator, or (Chief Engineer J&K U.E.E. Department Transport Nagar Narwal Jammu)</p>
17	The amount to be withheld for late submission of an updated Program shall be	27.3	Rs. <u>2.00</u> Lakhs.
18	Price adjustment	46	Price adjustment is not applicable.
19	The proportion of payments retained (retention money) shall be	47	10 % from each bill subject to a maximum of 10% of final contract price.
20	The liquidated damages (LD) for delay in completion of the works	48.1	<p>a. The liquidated damages for whole of the works will be @ 0.05% of the initial Contract price rounded off to nearest thousand, per day.</p> <p>b. For sectional/milestone completion, LD will be recovered @ 0.05% of the initial Contract price for the particular section rounded off to nearest thousand, per day.</p> <p>c. The maximum amount of liquidated damages for the whole of the works is 10 percent of final contract price.</p>

Sl. No.	Item	Sub-Clause	Data
21	The Securities shall be for the following minimum amounts	50	<ul style="list-style-type: none"> i. Performance Security for 10 per cent of the contract price, ii. Additional security for unbalanced bids, as mentioned ITB-34.1 iii. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee in the format as presented in Section 8.
22	If “As Built” drawings required	55.1	Yes
	The date by which “as-built” drawings required	55.1	28 days prior to issue of certificate of completion of whole work.
	Format for delivery of “As Built” drawings required	55.1	In 2 sets of print and in compact disc (CD)
23	The amount to be withheld for failing to supply “as built” drawings required	55.2	Rs. 3 % of Contract Amount
24	The following events shall also be fundamental breach of contract:	54.2	<ol style="list-style-type: none"> 1. The Contractor has contravened Sub-clause 7 of GCC read with SCC and Clause 9.0 of GCC. 2. The contractor does not adhere to the agreed construction program and agreed environmental management plan (Clause 27 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 30) for a period of 60 days. 3. The contractor fails to carry out the instructions of Engineer within a reasonable time determined by the Engineer in accordance with GCC Clause 16.1 and 23.1.
25	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works	55.1	Shall be 20 percent.

SECTION – 5
SCOPE OF WORK
&
TECHNICAL SPECIFICATIONS



Section 1. General

- 1 The Sewerage Network to be built as detailed in the ITB/BDS sections, Tested and Commissioned by the Operator shall comply with the guidelines contained in CPHEEO Manual, Ministry of Urban Development, Government of India.

1.1. Documents Comprising the Technical Standards

The Technical Standards consist of Technical Specification to be followed during Construction of Sewerage Network and other ancillary/ allied works for all Civil to be executed under this Contract. Notwithstanding the said Specifications, the Operator shall adopt and follow necessary standards and approved Codes /specification wherever required for fulfillment of all the works under this contract.

1.2. General Quality Standards

The term “General Quality Standard” means a standard of performance which,

- (a) Is in accordance with the Design-Build Documents as approved by the Owner.

In the event of any conflict or inconsistency between any standards that comprise the General Quality Standard, local and national standards in the Owner’s Country shall prevail over international standards.

The Operator shall, at all times, carry out the Services in accordance with the Technical Standards as specified and, where a specific technical standard of quality of performance has not been specified, the Operator shall perform the Services to the standard of “General Quality Standards”.

If the Owner is subjected to fines or penalties as a result of the operator’s breach of these Technical Standards, such fines or penalties shall be paid by the Operator

Section 2. SCOPE OF WORK & CONTRACTUAL REQUIREMENTS

The scope of work under this contract shall include but not limited to the following and as specified in Bill of Quantities.

- 2.1. Review of Owner’s proposals and designs: The Operator has to (i) undertake field survey of the entire area proposed for coverage with Sewerage, (ii) check the actual levels with the levels used in the owner’s proposal, (iii) review designs of Sewerage system and proposals provided by the owner, (iv) re-design the Sewerage (using CAD Software) and prepare revised drawings, (v) submit the revised designs & drawings and obtain approval of the Owner. The payment will be made as per the quoted rates in bill of quantities for conducting survey, reviewing and redesigning. The Bidder has to consider this aspect and make provision, while quoting the rates for supply & laying of Sewer pipes, item in the tender.

Conducting Survey for laying of lateral pipes for proposed alignment and levels, at every 30 meters interval and other necessary locations before execution of the work including all data required for generating L section and GIS maps of Sewerage network. Submission of survey drawings showing L-Sections, ground levels at every 30 meters interval and other necessary locations, detailed strip plans showing adjacent structures etc., in AutoCAD for approval of the Engineer before execution of the work.

Also, conducting Survey for laying of Sewer pipes for proposed alignment and levels, at every 30 meters interval and other necessary locations before execution of the work including all data required for generating L section and GIS maps of Sewerage network. Submission of survey drawings showing L-Sections, ground levels at every 30 meters interval and other necessary locations, detailed strip plans showing adjacent structures etc., in AutoCAD for approval of the Engineer before execution of the work.

The Operator shall take prior approval of the Owner before surveying in any changes in locations or alignments from the original proposals.

2.2. Earth work excavation for pipeline trenches and manhole chambers including depositing on bank including, danger lighting and using sight rails and boning rods at every 100 meters and wherever necessary, including shoring, strutting, bailing out water, as directed with all lifts etc., complete & lead as per Bill of quantities for different strata and depth ranges.

2.3. De-watering for Excavation in all classifications in watery situation or foul conditions towards, including overnight recuperation for all depth ranges, with all lead and lifts etc., complete.

2.4. Disposing off the excess excavated earth of all types to a distance detailed in bill of quantities by vehicle, including neatly stacking, loading, unloading, with all lifts, labour, HOM of machinery etc. complete.

2.5. The classification of earth work is fixed and not subject to any variation met during execution. No claim whatever shall be entertained regarding change in classification by the department.

2.6. The payment shall be made only for completed length of sewer executed by the contractor and no payment shall be entertained for incomplete length/job.

2.7. RCC NP3 S&S RCC SPUN / VIBRATED CAST PIPES (REINFORCED) as per IS:458, with latest revisions & amendments, and manufactured using Sulphate Resisting Cement (SRC) confirming to IS 12330, with rubber rings as per IS:5382, and laying as per IS:783 with latest revisions & amendments etc. complete.

Section 3. Work plan

3.1. The Operator shall prepare the work plan for the execution of works. The Operator shall submit the planning (Survey, reviewing and redesigning, Construction, Quality control, and Commissioning) within 14 days after issue of letter of acceptance and take necessary approvals for the same. The planning's shall be done on MS project and indicate, resources such as material, manpower, cash-flow etc. to complete the works as per agreed time. The planning shall include all allowances to guard against delays caused due to inclement weather or its effects (such as floods or draughts), fire or industrial disputes, unless such events could not reasonably have been foreseen by an experienced Operator.

Section 4. Alignment Survey and the L-Sections

The Operator shall carry out the Survey work for laying of Trunk / Lateral pipes for proposed alignment and levels, at every 30 meters interval and other necessary locations, before execution of the work, including all data required for generating L section and GIS maps of Sewerage network. Operator shall submit the survey drawings showing L-Sections, ground levels at every 30 meters interval and other necessary locations, detailed strip plans showing adjacent structures etc., in latest version of AutoCAD for approval of the Engineer before execution of the work. The Operator shall be deemed to have considered this aspect and made provision, while quoting the rates for Providing & Laying of Sewer pipe, item in the tender. If the alignment and flow directions of the Sewers are to be changed according to the site conditions and the Engineer In-charge agrees to that, the Operator has to redo the alignment and level survey at every 30 m and junction points, and submit all the details in latest version of Auto Cad in soft form to OWNER, for re-design of that particular stretch and take up the work on receipt of approved designs from OWNER.

The Survey work for all the pipe lines (for all diameters) alignment shall also include the following:

a) All the Survey works shall be carried out from G.T.S. Benchmarks, using Total Station instrument of standard make, and by qualified survey personnel. The survey shall consist of field data collection and related attribute information collection of all the aspects using GPS and transferring to GIS map of drainage network before and after laying of Sewerage pipes and allied structures, as required by OWNER.

-
- b) Network entity's attribute information like pipe dia, pipe type, ground material, depth of the pipe, manhole type; manhole size, manhole depth etc. shall be submitted.
- c) The Operator shall communicate regularly, with the OWNER regarding the GIS mapping survey data and for clarifications.

GENERAL:

The various components for which the bidder has to submit his technical proposal and price bid are given in section below. The bidder shall prepare his bid on the basis of design and technical specifications for Civil Work.

- i) Supply, erection, testing & commissioning of all the piping, valves and specials etc. as per detailed technical specification.
- ii) Water tightness/ testing of all the water retaining structures including Hydraulic Testing.
- iii) Defect liability for a period of Thirty-Six (36) months after Commissioning of Network.
- iv) Supply of as built drawings after completion.
- v) Detailed structural drawings of all the structures.
- vi) All RCC structures shall be in M-25 or as designated as per latest relevant IS: Codes.
- vii) Proper earthquake analysis of over ground structures should be carried out. While designing these structures under seismic conditions. The bidder shall submit the design calculations to UEED. The design calculations, if so required, may be got vetted by UEED through Third Party and in such case the necessary expenses shall be borne by the bidder.
- viii) While designing retaining walls effect of sub-soil water, possible surcharge and seismic effect of retained earth mass to be considered.
- ix) Bearing capacity of soil at the site of P/S is estimated about 5 MT / sqm, however the contractor shall get it tested and account for the same in various structural design. If bearing capacity is found more than less than 5 mt/sqm the design shall be based on 5 mt/sqm. No extra payment shall be made for variation in bearing capacity.
- x) The contractor shall make all arrangement for the water for construction purposes and shall get water tested at his own cost.
- xi) The contractor shall make own arrangements for power supply for construction purposes & for testing purposes however department shall assist him for obtaining such Power connection.
- xii) The bidder / tenderer shall supply all equipment drawings, Technical specification.
- xiii) Submission of Monthly Operation Management Reports of all required parameters with respect to the operation and the regular preventive and breakdown maintenance of all components.
- xiv) Electrical Power and consumables during defect liability period shall be born by the bidder itself.
- xvi) Unless otherwise mentioned elsewhere in the tender document, the works under this contract shall be carried out in accordance with CPWD specifications including subsequent up to date addenda and corrigenda, issued and/or particular specifications as the case may be and in accordance with CPHEEO, Ministry of Urban Development, Govt. of India guidelines/regulations.
- xvii) UEED may engage some other agency /agencies to execute some work in the same site. The contractor is required to work in close coordination with other

such agencies engaged by UEED including making /allowing connection of service lines, matching /coordinating in site grading/ road/ works etc. as the case may be.

- xviii) All works as described and/or shown in the drawings, specification, conditions of contract shall be deemed to have been covered in the prices quoted and nothing extra shall be payable to the contractor for any reason whatsoever unless specifically stated otherwise in the contract.
- xix) If specifications for any item of work or material are not available either in CPWD specification or in the Particular specifications, relevant IS specification or National Building Code and/or CPHEEO guidelines shall be followed.
- xx) Any drawing which is mentioned/ referred on a drawing forming part of the contract but not specifically mentioned in the list of drawing shall be deemed to be forming part of the contract. The tenderer shall see such drawings/ details in the office of UEED, or his authorized representative.
- xxi) All materials to be provided shall be ISI marked. In cases where ISI marked materials are not available, materials as approved by the UEED or his authorized representative shall be used.
- xxii) Approval of samples of all materials which shall be used in the project is mandatory.
- xxiii) A consolidated list of approved makes of various materials are appended to the tender document.
- xxiv) The contractor shall cut, leave or form holes, recesses, chases etc. in concrete, brick work, walls, ceilings, floors and in any other situation as required or as directed by the ENGINEER-IN-CHARGE and make good in cement and sand mortar (1:3)/PCC (1:3:6) as directed by ENGINEER-IN-CHARGE and Finish to match the adjoining surfaces.
- xxv) Any extra excavation done beyond the required level as shown in the drawing shall be filled up with lean concrete 1:4:8 (1 cement: 4 coarse sand : 8 graded stone aggregate 40 m size).
- xxvi) The Contractor shall submit all the Design and Detailed Engineering Calculations, Drawings at least 6 weeks before the commencement of works for the prior approval of the ENGINEER-IN-CHARGE. No construction / works shall be commenced without the prior approval of the ENGINEER-IN-CHARGE. Before submission, the Contractor shall also check the drawings and ensure that these are correct and complete and drawn in required scale and fully coordinated with all relevant disciplines.

NOTE :- Bidder will submit the design & drawing of Sewerage Network including Manholes to the UEED and get the same duly vetted by the Design, Inspection & Quality Control Department, Jammu / reputed consultant. The cost on this account shall be borne by the bidder.

1.7 Site Visit by Bidder / Tenderer

The bidder / tenderer is strongly advised to make a visit to the proposed project area and make his own assessment of the scope of work under this tender and no claims whatsoever shall be entertained for lack of understanding of the scope and / or implications arising out of it.

LIST OF TENDER DRAWINGS

The list of conceptual tender drawing based on preliminary engineering design provided with the bid documents is as below:

i) List of tender drawings: -

Drawing Title	Drawing No
Key Plan of site	01

Drawings of sewage Network are only conceptual, Bidders are advised to refer to above drawings for reference purpose only. Detailed design & preparation of detailed engineering drawings is within the scope of the bidder.

List of Items, which will be subject to, third party inspection and stages of inspections are as tabulated below:

Sl. No.	ITEMS	STAGES OF INSPECTION
1).	RCC Pipes & rubber rings.	1. Visual and dimension check. Quality of raw materials as per IS: 458 with latest revision and amendments. Physical requirements as per IS: 458 with latest amendments. Hydrostatic Test Three edge bearing Test & permeability test as per IS: 458 with latest amendments. All other Tests as may be found necessary as per relevant Indian standards. Rubber ring for corrosion/elongation as per relevant IS Code and All other tests as per relevant standards as mentioned in this Technical specifications and approved QAP.

Section 5. Sign Board

The Operator shall provide sign boards at the sites of the Works of approved size and design as directed by the Engineer, which provides (i) the name of the Project and the financing agency (AMRUT); (ii) the names and addresses of the Owner, Operator and Consultants; (iii) short description of the Project, (iv) the Contract amount (v) the starting and completion dates.

Such sign boards shall be located at specified places in the project coverage area as directed by the Engineer. Operator shall take care of signboard and replace it in case of loss, damage, theft etc., the sign boards may be in English or Urdu / local language or in both as directed by the Engineer.

Section 6. Protection of Utilities

6.1. The Operator is required to examine carefully the locations of the works and their alignments. Operator is to make enquiries and co-ordinate with all the departments /authorities concerning all utility lines such as water pipes, telephone (underground and /or overhead) lines, optic fibre cables, electric and telecommunication cables (underground and /or overhead) , any other utility lines etc.; to determine and verify to his satisfaction the character, sizes, position and lengths of such utilities from authentic records.

6.2. The Operator shall be wholly responsible for the protection of such utilities as may be required, and shall not make any claim for extra work or extra time that may be required to protect such utilities. Any damage, to the Utilities shall be restored/ repaired at Operator's own cost. Shifting of any utilities if required will be taken up by OWNER or any other agency separately after site inspection.

6.3. In case the alignment of the pipeline crosses the high tension electrical transmission lines belonging to the other authorities/ departments, the Operator shall take all precautions necessary to see that the work is carried out with care and safety, without disturbing such transmission lines. The Operator will be responsible to carry out all construction activities in such reaches in consultation with the owners of such facilities. However, satisfactory completion of the entire work will be the responsibility of the Operator

are meant to provide general guidelines and Compliance requirements to the Operator. It does not however relieve the Operator from taking every other step and precautions as deemed necessary to complete the works successfully within the specified Contract period and bid amount. Also, compliance to the approved Environmental management plan and monitoring the same is part of the contract.

6.4. Environmental Management Plan and Monitoring.

The Operator shall be responsible for the mitigation measures to be taken for complying to the Environmental management plan and monitor as described below.

6.5. Environmental Management Plan - Construction Phase
Attached as Appendix 1 to SCC.

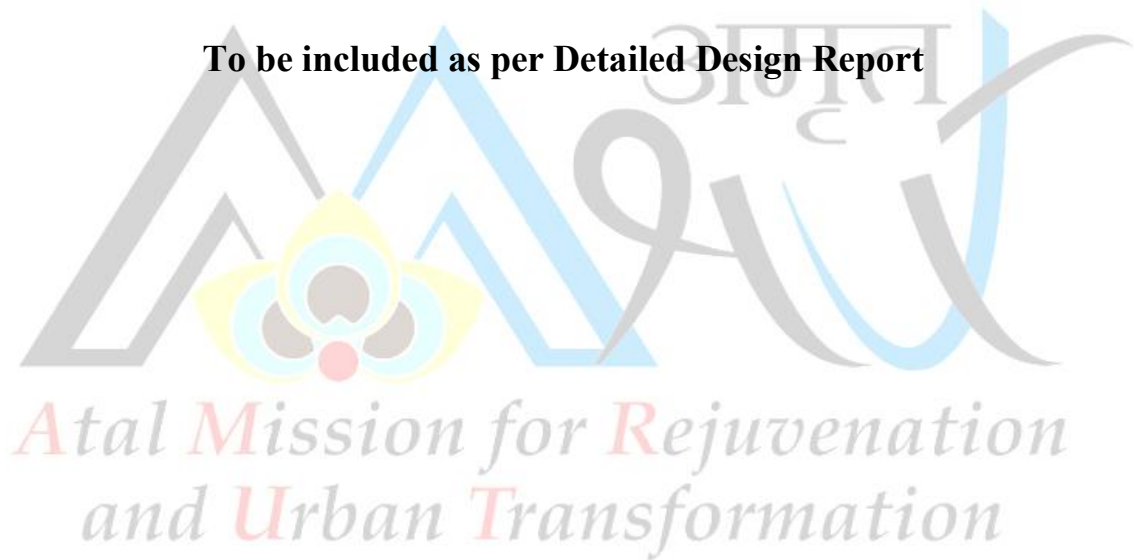
Section 7. PENALTY ON ACCOUNT OF NON-COMPLIANCE

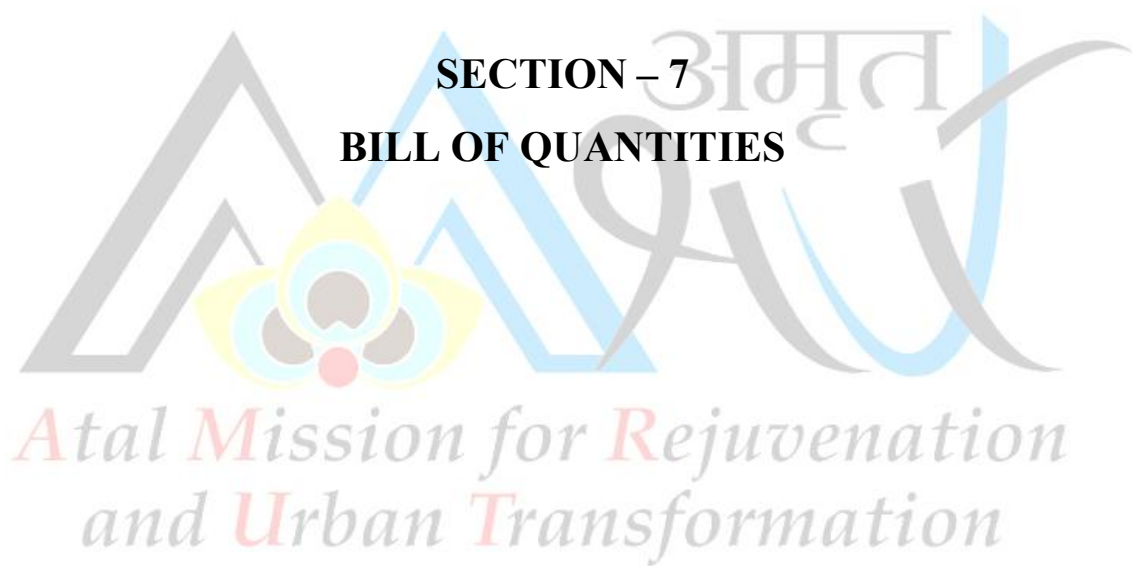
If the operator in the opinion of the engineer in-charge does not comply to the environmental management plan and monitoring, the engineer in-charge reserves the right to stop the work and any delay on account of this will be on the part of the operator and penalty as per liquidated damages clause in conditions of contract and contract data shall be imposed upon approval by the concerned engineer, owner.

SECTION – 6

DRAWINGS

To be included as per Detailed Design Report





BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specification and Drawings.
2. The Quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, "maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate of price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates of prices against each item in the Bill of Quantities.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer.
9. The method of measurement of completed work for payment shall be in accordance with specification of Road and Bridge Works published by the Ministry of Surface Transport (edition).
10. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:
 - a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern: and
 - b. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the

decimal point in the unit price, in which case even the total amount as quoted will govern and the unit rate will be corrected.

11. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper cost on this account shall be borne by the bidder.



SECTION – 8
SECURITIES AND OTHER FORMS

- Performance Bank Guarantee
- Bank Guarantee for Advance Payment
- Letter of Acceptance
- Agreement form
- Notice to Proceed with the Work



PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of 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 recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

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

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

Signature and Seal of the guarantor _____
Name of 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.

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer]

_____ [address of Employer]

_____ [name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper _____ and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee] * _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] 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 remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

(Letterhead paper of the Employer)

Letter of Acceptance

_____ [date]

To: _____ [name and address of the Contractor]

Dear Sir(s)

This is to notify you that your Bid dated _____ for execution of the _____ [Name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

We note that as per bid, you do not intend to subcontract any component of work

(Or)

We note that as per bid, you propose to employ _____ as subcontractor for executing _____

(Delete whichever is not applicable)

You are hereby requested to furnish Performance Security and Additional Performance Security (if any) in the form detailed in Para 34.1 of ITB for an amount of Rs..... within **21** days of the receipt of this letter of acceptance and sign the contract failing which action as stated in Para 34.3 of ITB will be taken.

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 4.3[k] and our comments are given in the attachment. You are requested to submit a revised program including environmental management plan as per Clause 27 of Conditions of Contract within 14 days of receipt of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

² To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders."

Agreement Form

Agreement

This agreement, made the _____ day of _____ 2002, between _____ [name and address of Employer](hereinafter called “the Employer”) of the one part and _____ [name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor “[insert name of the work], [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. Letter of Acceptance
 - ii. Notice to proceed with the works
 - iii. Contractor’s Bid
 - iv. Contract Data
 - v. Conditions of Contract (including Special Conditions of Contract)
 - vi. Specifications
 - vii. Drawings
 - viii. Bill of Quantities (Optional)
 - ix. Payment Schedule and
 - x. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of: Signed, Sealed and Delivered by the said

_____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Notice to proceed with the work

[Letterhead of the Employer]

_____ [date]

To

[name and address of the Contractor]

Dear Sirs:

Pursuant to your furnishing the performance security [*and additional performance security*] as stipulated in ITB clause 34 and signing of the contract agreement on [date] for the work “[insert name of the work]” at the Contract Price of Rs.[_____], you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

[Signature, name and title of
signatory authorized to sign on
behalf of Employer]



*Atal Mission for Rejuvenation
and Urban Transformation*