

Shri Mata Vaishno Devi Shrine Board, Katra



BID DOCUMENT

For

**Construction of 2BHK Faculty Block
(08 Flats), G+3,
for SMVDCoN, Kakryal, Katra.
(Labour Rate contract only)**

**CHIEF ENGINEER
SMVDSB, KATRA**



Office of the Executive Engineer
SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE
(An Institute established by Shri Mata Vaishno Devi Shrine Board, Katra)
Kakryal -182320

e-NIT No:- SMVDIME/EE/e-T/02

Dated:- 02-12-2019

On behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Katra, J&K, e-tenders are invited from the eligible Govt. contractors/Construction Companies/firms/labour suppliers desirous of participating in the e-bidding for the **“Construction of 2BHK Faculty Block (08 Flats), G+3 for SMVDCoN, Kakryal, Katra”** comprising of :-

- A. Civil Work.**
- B. Plumbing & Sanitary Works.**
- C. Supply of Coarse & Fine Aggregate required for the construction of building.**
- } **Only Labour Rates to be quoted.**

Approximate Cost of work : Rs 139.72 Lakhs
Earnest Money : Rs 2.80 Lakhs
Time of completion : 15 calendar months.

The bid document consisting of instruction to bidders, qualification criteria, Terms & conditions specifications, BOQ and other information can be seen/downloaded from the website:- <http://jktenders.gov.in> and Shrine Board's website www.maavaishnodevi.org. The NIT/bid document download start dated shall be 03-12-2019 after 10.00 hrs onwards. The bid submission end date shall be 28-12-2019 upto 16.00 Hrs. The bids shall be uploaded only on website <http://jktenders.gov.in>. The prebid meeting shall be held on 14-12-2019 at the venue as mentioned in the bid document.

Executive Engineer
SMVDIME, Kakryal



**OFFICE OF THE EXECUTIVE ENGINEER
SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE,
KAKRYAL, KATRA**

E-NIT NO.SMVDIME/EE/e-T/02

Dated:02-12-2019

For and on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Katra. The **Executive Engineer, SMVDIME, Kakryal, Katra** invites tenders through e-tendering mode on labour rate basis from eligible contractor firms/ construction companies/ labour rate contractors/PSUS for the following work:-

S. No	Description of Work	Cost of Work	Cost of Tender Document	EMD	Completion Time	Class of Contractor
1	Construction of 2 BHK Faculty Block (08 Flats), G+3 for SMVDCoN, Kakryal, Katra comprising of :- A. Civil Work. B. Plumbing & Sanitary Works. (Only Labour Rates to be quoted for A & B.) C. Supply of Coarse & Fine Aggregate required for the construction of building.	Rs. 139.72 lakhs	Rs. 2000.00	Rs.2.80 lakhs	15 Months	“A” Class registered contractors/firms with PWD/CPWD/MES/ Railways or Construction firms Registered with Registrar of Companies & labour supply agencies who have working experience in SMVDSB, Katra & Public Sector Undertakings.

The bidding documents consisting of qualifying information , eligibility criteria, terms and conditions, specifications, drawings and bill of quantities and other details can be seen/downloaded from the website <http://jktenders.gov.in> as per below mentioned schedule:-

1.	Date of issue of tender notice	02-12-2019
2.	Period of downloading of bidding documents	From 03-12-2019, 10.00 AM onwards at http://jktenders.gov.in
3.	Date, Time and Place of pre-bid meeting.	14-12-2019, 11:30 AM in the office of Executive Engineer, SMVDIME, Kakryal, Katra.
4.	Site Visit	The site visit by the bidder is must before attending the pre-bid meeting.
5.	Bid submission end date	28-12-2019 upto 16:00 Hrs
6.	Date & Time of downloading/opening of technical bids (online)	30-12-2019 at 14:00Hrs in the Office of Chief Executive Officer (central office of SMVDSB) at Katra.
7.	Date & Time of downloading/opening of financial bids (Online)	To be notified to the responsive bidders only.

1. Bids must be uploaded along with Scanned copy of cost of Tender document in the shape of Demand Draft in favour of Chief Accounts Officer, SMVDSB, Katra payable at Katra. Scanned copy of Earnest Money/Bid Security instrument in shape of CDR/FDR pledged to the Chief Accounts Officer, SMVDSB is also required to be uploaded along with tender.
2. The original instruments in respect of cost of Tender Document and EMD shall be submitted to the office of Chief Accounts Officer, SMVDSB, Central Office at Katra in separate envelopes on or before the last day of receiving tenders i.e. 28-12-2019. In case the said original instruments are not received by the tender opening authority by the prescribed period, the tender of the said bidder shall not be downloaded.
3. The date and time of opening of financial bids will be notified on website <http://jktenders.gov.in> and conveyed to the bidders automatically through an e-mail/message on their email address/SMS on their registered mobile number. The financial bids of the responsive bidders shall be downloaded/opened online in the Office of Chief Executive Officer, SMVDSB, Katra by the designated officer.
4. The L1 bidder shall be required to submit an original copy of uploaded tender/Bid within 10 days of opening of financial bid.
5. The bids for the work shall remain valid for a period of 120 days from the date of opening of Technical Bids. The EMD shall be valid upto the same period.
6. The earnest money shall be forfeited, if:-
 - a) Any bidder withdraws his bid/tender during the period of bid validity or submits a conditional tender.
 - b) In case the contractor fails to execute the agreement within stipulated time as mentioned in the tender document.

**Executive Engineer
SMVDIME, Kakryal, Katra**

BIDDING DOCUMENT

Name of Scheme	Construction of 2 BHK Faculty Block (08 Flats), G+3 for SMVDCoN, Kakryal, Katra comprising of :- A. Civil Work. B. Plumbing & Sanitary Works. (Only Labour Rates to be quoted for A & B.) C. Supply of Coarse & Fine Aggregate required for the construction of building.
Tender No	SMVDIME/EE/e-T/02 Dated:- 02-12-2019
Estimated Cost	Rs. 139.72 Lakhs
Issued to	M/s

**Executive Engineer
SMVDIME, Kakryal**

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SECTION 1

INSTRUCTIONS TO BIDDERS

**SECTION-I
INSTRUCTIONS TO BIDDERS (ITB)**

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INSTRUCTION TO BIDDERS

GENERAL GUIDANCE FOR e-TENDERING:

1. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System.

Digital Signature Certificate (DSC):

- a) Contractors willing to take part in the process of e-tendering are required to have/obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority. DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website
- b) The contractor can search & download NIT & bid document electronically once he logs on to the said website using the Digital Signature Certificate. This is the only mode of collection of bid document.

Submission of Tenders:

Tenders are to be submitted online through the website <https://jktenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the Contract. Bidders are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender Notice. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The Bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the BOQ, fill up the rates in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

2. BID DOCUMENT:

- a) Bid documents as uploaded by SMVDSB.
- b) Scanned copy of CTS 2010 compliant Demand Draft (DD) / Pay Order towards tender fee as prescribed in the NIT, in favour of "Chief Accounts Officer,SMVDSB" payable at "Katra".
- c) Scanned copy of EMD as prescribed in the NIT, in favour of "Chief Accounts Officer,SMVDSB " payable at "Katra".
- d) Tender drawings (if any).
- e) GST registration No., GSTIN, ,
- f) PAN Card
- g) I.T. Return Copies of last 5 (five) financial years i.e 2014-15 to 2018-2019.
- h) Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria of "Invitation of Bid".
- i) Self attested copies of orders/allotments with work completion certificates from Client to establish work experience as required in the NIT.

Failure to submit any of the above documents will render the bidder liable to be rejected for techno-commercial bid. The above should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the Tab 'Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder. Next, click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Bidders are advised to use "My documents" area in their e-tendering portal to store the documents. Bidders are also advised to scan their documents at 100 DPI (Dots per inch) resolutions with black and white PDF/scan property.

The bidder shall submit the details of experience and the machinery available with him /to be deployed to establish his capacity for executing the work. In case the bidder has no such experience or machinery with him and intends to execute the work by engaging a sub contractor, he shall have to convince the Employer with the help of credentials of the sub contractor he intends to engage . The details shall be uploaded against sub item (e) in the table against credentials

S.No	Category	Sub-Category Description	Details
1.	Certificates	Certificates	<ul style="list-style-type: none"> a)Registration certificate of Contractor /Firm/Company b) PAN Card. c) GST Registration No.
2	Credentials	Credentials	<ul style="list-style-type: none"> a) Performance as prime contractor for execution of similar nature of work for last 05 (five) years and details of work in hand. b) Document of Credential (in the form of work completion certificates , payment certificates and allotment letters. c) List of Machinery proposed to be deployed for the work if allotted d) List of Key personnel along with their credentials proposed to be deployed for the work if allotted. e) Name of subcontractor along with his credential if proposed to be engaged. f) A self attested affidavit that none of his relatives associated with this work are the employees /working in Shri Mata Vaishnodevi shrine board.
3	Financial Information	Financial Information	<ul style="list-style-type: none"> a) Copy of I.T return for Last 05 (five) financial years i. e 2014-15 to 2018-19) b) Final turnover certificates duly signed by CA for last three financial years c) Affidavit for Availability of working capital.

4	Earnest Money	Earnest Money	Scanned copy of EMD instrument.
5	Tender Cost	Tender Cost	Scanned copy of Bank Draft

- **Original documents if required to be verified, the same shall have to be facilitated by the bidder.**
- The bidder shall have to go through all the “Annexures” enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal before uploading the tender.
- Price bid should contain the priced “Bill of Quantities” (BOQ) in one cover (folder). Bidder is to quote the rate on ‘item rate basis’ in the space marked for quoting rate in the BOQ as well as GST applicable against each item in the format.

3. VALIDITY OF BIDS:

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Part-I preferably within 45 (Forty Five) days. Bids shall remain valid for a period of **120(one hundred & twenty) days** from the Last day of receiving of the tender. However, prior to expiry of the original Validity Period, SMVDSB may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer. The bidder may refuse the request without forfeiting his Bid Security / EMD.

4. EARNEST MONEY DEPOSIT (EMD):

The bidders shall deposit the requisite earnest money offline, in the form of CDR/FDR in favour of “Chief Accounts Officer, SMVDSB ” on any scheduled Bank payable at “Katra”, within stipulated deadline and scanned copy shall also be uploaded with the bid. **The earnest money/bid guarantee shall be valid for four calendar months with an additional claim period up to three months from the date of submission of bid. Bidder shall not claim any interest on Earnest Money Deposit.**

Earnest money will be refunded to the unsuccessful Bidders after finalization of the tender but not later than 60(sixty) days after the expiry of the period of bid validity prescribed by SMVDSB. In case of successful Bidders, EMD will be refunded only after submission of the Performance security as per terms of contract. The bid guarantee/EMD shall be forfeited:

- 4.1 If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
- 4.2 If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- 4.3 In case of successful bidder, if bidder fails
 - 4.3.1 To accept LOI/Order unconditionally and sign contract
 - 4.3.2 To furnish the contract performance bond as per enclosed Proforma

5. PRE BID MEETING:

- a) A pre bid meeting shall be arranged by SMVDSB in which all the bidders will be requested to attend. The dates of pre bid meeting are mentioned in the NIT.

- b) If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before specified date. Any change in date shall be uploaded on the website <https://jktenders.gov.in>
- c) Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.
- d) The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
- e) Pre-bid proceedings shall be circulated among all bidders by email.

6. BID SUBMISSION:

Bids shall be submitted online within the stipulated deadline. SMVDSB may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of SMVDSB and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

7. BID WITHDRAWAL:

The bidder may withdraw his bid after submission but within the deadline of bid submission, provided written notice of the withdrawal is received by SMVDSB prior to the deadline for bid submission. No bid shall be withdrawn after the deadline of bid submission. Withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

8. BID OPENING:

- a) Bid Guarantee/EMD shall be opened by SMVDSB offline on the stipulated date of its submission and will be scrutinized.
- b) Techno-commercial bids shall be opened only for those bidders whose Hard copy of EMD has been found in order. Bidder's representatives with written authorization may attend bid opening.
- c) SMVDSB will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- d) SMVDSB may, at its discretion, extend the key dates of the bid or cancel the entire bidding process without explaining the reasons for such action.
- e) SMVDSB reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

9. PROCESS TO BE CONFIDENTIAL:

- a) After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b) Any effort by a bidder to influence SMVDSB or other connected person in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
- c) Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and SMVDSB reserves the right to take such unilateral decisions without further notice to anymore.

10. RIGHT TO REJECT BIDS:

SMVDSB reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.

11. BIDDER'S SITE VISIT:

Before attending the prebid meeting/meetings , the bidder shall be required to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid. Such site visit shall be at the contractor's own expense, risk and responsibility. Lack of knowledge of site /site conditions/working conditions shall not be considered as a reason whatsoever it may be. SMVDSB, shall however, facilitate such visits to the extent possible on written requests of prospective bidders.

12. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of his bid and SMVDSB in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13. DETERMINATION OF RESPONSIVENESS:

- 13.1 Prior to the detailed evaluation of bids, SMVDSB will determine whether the bid is substantially responsive to the requirement of the bidding document.
- 13.2 For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. SMVDSB's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 13.3 If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by SMVDSB and the same cannot subsequently be made responsive by the bidder by correction or by additional information.

14. CORRECTION OF ERRORS:

- 14.1 If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
- 14.2 If there be a discrepancy in figure and word the total amount stated in word shall prevail.

15. TIME SCHEDULE:

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the bidding document.

16. EVALUATION AND COMPARISON OF BIDS:

- 16.1 On examination of documents submitted under different covers, SMVDSB will evaluate and compare the bid, determined to be substantially responsive at each step.
- 16.2 Evaluation of bid will include and will take into account:
 - 16.2.1 SMVDSB shall evaluate and compare only the bids determined to be substantially responsive.
 - 16.2.2 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
 - 16.2.3 Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
 - 16.2.4 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

17. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

Step-1 The EMD will be examined first. The mode and amount of deposit must be in conformity with requirements set forth in the "EMD" clause, failing which the bid is liable for rejection without opening other covers.

Step-2 Techno-Commercial Evaluation for two part bidding:

Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document, if allowed by the authority. In case, it is felt necessary by SMVDSB that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document. Bids, which do not satisfy the 'Must Conditions' will not be considered for technical evaluation. 'Must Conditions' are to be submitted as per format enclosed with this section. No clarification will be asked from the bidder in this regard.

Step-3 Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover-3 containing price offer of the bidders who have successfully made the requirements of previous steps will be opened in presence of the bidder's representative on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.

18. AWARD OF CONTRACT

18.1 Award of Contract

SMVDSB will award the contract to the successful bidder whose bid has been determined to be substantially responsive, qualified to satisfactorily perform the contract and evaluated as the lowest bidder.

18.2 SMVDSB's RIGHT TO ACCEPT OR REJECT BIDS

18.2.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind himself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever. At the option of the Owner, the work for which bids have been invited, may be awarded to one Contractor or may be split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder should hold good for such eventualities.

18.2.2 Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

18.2.3 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Bidders who resort to canvassing will be liable to rejection.

18.2.4 SMVDSB reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for SMVDSB's action.

18.3 **PLACEMENT OF LETTER OF AWARD/ORDER**

After approval of bid evaluation by SMVDSB, SMVDSB may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, SMVDSB will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order (mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder sign and return one copy of the L.O.A./Order to SMVDSB as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.

18.4 **Performance Security**

18.4.1 Within 21 days of the receipt of Letter of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.

18.4.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

18.5 **Signing of contract agreement**

The contract agreement shall be signed by both the parties within 28 days of issue of letter of acceptance and submission of performance security by the contractor. The contract agreement shall be signed only by the principal contractor; No authorization shall be entertained for signing of the Contract agreement.

19. **TAXES, DUTIES AND OTHER LEVIES:**

19.1 The contractor shall be solely responsible for the taxes that may be levied on the contractor/contractor's persons or on earnings of any of his office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The SMVDSB does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. However as per the provisions of Income Tax Act, deduction of Income Tax for the executed work , at source shall be made by SMVDSB.

19.2 All other duties / levies payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by SMVDSB. GST amount shall be added in the relevant column of price bid. The total amount then shall be worked out including the GST amount.

19.3 GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN.

20. **LAWS GOVERNING CONTRACT:**

The contract shall be binding according to Acts/Laws in force in the UT of Jammu & Kashmir and shall be under the jurisdiction of Local Courts at Katra/Reasi/Jammu Courts only.

21. LANGUAGE AND MEASURES:

All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

22. CORRESPONDENCE:

Any notice to the contractor under terms of the contract shall be served by email/ registered mail or by hand at the contractor's site office / principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.

23. CORRUPT OR FRAUDULENT PRACTICE:

SMVDSB expects that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:

- 23.1 "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
- 23.2 "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of SMVDSB 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 SMVDSB of the benefits of free and open competition.
- 23.3 Will reject a proposal for award if SMVDSB determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- 23.4 Will declare a Firm ineligible either indefinitely or for a stated period of time if SMVDSB determines at any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

24. INSURANCE:

The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interests of SMVDSB against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to SMVDSB. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractor's alone.

25 . Information about blood relations working in SMVDSB

If the bidder has any blood relation working in the SMVDSB, he shall have to give the details of the same addressed to the Chief Executive Officer, SMVDSB, Katra with the bid for this work.

SECTION-2

BID DATA SHEET

Section-2 (BID DATA SHEET)

This Section consists the provisions that supplement the information or requirements included in Section -1:-

S.No.	Information
1	No. of Invitation for Bid (IFB) is SMVDIME/EE/e-T/02, dated 02.12.2019
2	The name of work is: Construction of 2 BHK Faculty Block (08 Flats), G+3 for SMVDCoN, Kakryal, Katra comprising of :- A. Civil Work. B. Plumbing & Sanitary Works. (Only Labour Rates to be quoted for A & B.) C. Supply of Coarse & Fine Aggregate required for the construction of building.
3	The Employer is: Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra or any other officer authorized by the Chief Executive Officer.
4	Time of Completion is:- 15 Calendar Months from the date of issue of LOA
5	For clarification purpose, please contact : Executive Engineer, Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal, Katra Name : Sunil Thusu Address : Office of the Executive Engineer, SMVDIME, Shri Mata Vaishno Devi Narayana Superspeciality Hospital, Kakryal Katra (J&K), Pin code 182121 Email : xensmvdime@maavaishnodevi.net Mobile :9906019451
6	A pre-bid meeting shall take place on Date:- 14.12.2019 Time:- 11:30 AM. Venue:- Office of the Executive Engineer, SMVDIME, Civil Wing, Kakryal, Katra.
7	One bid per bidder : Each Bidder shall submit only one bid for one work. A Bidder who submits more than one bid for one work will cause the proposals with the Bidder's participation to be disqualified.
8	The bidder shall submit following additional documents with the technical bid . Copy of PAN card Copy of GST Registration certificate. Copy of Registration as contractor with the Govt/Semi Govt. bodies/Registrar of Companies.
9	Bid validity period is 120 days from the last date of bid submission date.
10	Bidder shall furnish a bid security for an amount of Rs. 5.31 lakhs in the shape of FDR/CDR/BG from any scheduled bank approved by Reserve Bank of India pledged in the name of Chief Accounts Officer, SMVDSB, Katra.
11	Validity of Bid security shall be 45 days beyond the date of validity of bid.
12	For Bid submission:- Bids must be submitted online within the stipulated deadline on the website http://jktenders.gov.in
13	The dead line for submission of Bid online is Date : 28-12-.2019 Time:14:00 Hrs.
14	Opening of Technical Bid shall take place on ; 30-12-2019 at 14:00Hrs in the Office of Chief Executive Officer (central office of SMVDSB) at Katra.
15	The date of opening of Financial Bids shall be conveyed separately to the bidders whose Technical bids are evaluated as qualified.

SECTION-3

EVALUATION AND QUALIFICATION CRITERIA

Section-3 (PREQUALIFICATION CRITERIA)

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

(3.1) A: To qualify for the award of contract, each bidder should have in the last five years:-

- (i) Achieved a minimum average financial turnover on execution of Civil Engineering Works defined as billing for works in progress or completed in all classes of such engineering works during any three out of the last five financial years, (2014-15 to 2018-19) not less than **75 %** of the proposed contract value. The information supplied in this connection should be duly certified by a Chartered Accountant and be duly supported by TDS and Income Tax Returns for the last five years.
- (ii) Having satisfactorily completed/substantially completed as a prime contractor at least one similar work with Govt./Semi Govt. Department/Shri Mata Vaishno Devi Shrine Board or any other PSU whose value is at least **75%** of the estimated cost of the advertised work

Or

Having satisfactorily completed/substantially completed as a prime contractor at least two similar works with Govt./Semi Govt. Department/Shri Mata Vaishno Devi Shrine Board or any other PSU each having a value at least equal to **40%** of the estimated cost of the advertised work.

The substantially completed work shall be the work which has been completed at least **90%** of the allotted work.

Note:- The civil work shall mean RCC framed structure work or any other structure having substantial quantity of RCC work.

(Certificate to this effect to be issued by an officer not below the rank of Executive Engineer or equivalent). Please note that in case of Turnkey work, the scope of work shall also be submitted with a proof of having executed substantial RCC work duly authenticated by the officer not less than the rank of Executive Engineer.

For this a certificate from employer shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, actual date of completion of work, satisfactory performance of the contractor and any other relevant information. The certificate should be furnished supported with allotment letter.

3.1 (B) Each bidder should further demonstrate:

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

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

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

S.No	Type of Equipment	Maximum Age as on 01.10.2017	No required
1	Tipper Trucks	5-7	1
2	Front end Loader	5	1
3	Concert mixer	5	2
4	Vibrators Electric/Petrol run Nozzles- New machines shall be preferred.	3	4
5	Water Tanker	5	1
6	Concrete Pump	5	1
7	Core Cutting Machine for making holes in Concrete and Brick Masonry	5	1
8	Machine for cutting chase in Brick Masonry	5	1

- (b) Availability for this work of personnel with adequate experience as required as per Annexure-II.

LIST OF KEY PERSONNEL TO BE DEPLOYED ON CONTRACT WORK

S.NO	PERSONAL	QUALIFICATION	Nos.
1	Project Manager Cum site engineer	B.E Civil Engineering+ 5 Years experience Or Diploma in Civil Engineering with 7 years experience.	1
2	Supervisor	Diploma/I.T.I in Civil Engineering with 3 years experience	1

- (c) Liquid assets and/ or availability of credit facilities shall be as under

- (i) Undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.

- (d) The proposed methodology and programme of installation, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per

milestones. The bidder shall prepare the QAP (Quality Assurance Plan) as per the standard guidelines for building works. The bidder shall submit the Bar chart duly signed and stamped for completion of the Work along with his Technical bid.

3.3 Qualification of the Bidder (Technical Bid Qualification)

3.3.1 All Bidders shall provide in Section-2, Forms of Bid and Qualification Information, preliminary description of the proposed work method and schedule along with Bar chart. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculation and quality assurance procedures along with Quality Assurance Plan(QAP), proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

- 3.3.2 All the bidders shall include the following information and documents with their bids in Section -3 Qualification Information unless otherwise stated in Appendix to ITB.
- a) Copies of original documents defining the constitution or legal status. Place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder
 - b) Financial turn over, year-wise ,achieved on execution of civil engineering works for the last five years i.e. 2014-15 to 2018-19 duly certified by the Chartered Accountant (3.1 A(i))
 - c) Completion Certificate of having executed and completed or substantially completed successfully works of similar nature as defined under clause 3.1 (A-ii)of qualification criteria in any Govt. or Semi- Govt. Department/SMVDSB/PSU's during the last five years duly issued by an officer not below the rank of Executive Engineer or equivalent.
 - (d) The bidder shall also furnish details of other civil works of similar nature presently underway or contractually committed; with the address and email- id/Mobile no. Of clients who may be contacted for further information on those contracts;
 - (e) Copy of PAN card issued by the Income TAX Authority.
 - (f) Reports on financial standing of the bidder such as profit and loss statement, balance sheet and auditor's report for the last five years and supported with ITR and TDS for the last five years.
 - (g) Major items of construction equipment proposed to carry out the Contract;
 - (h) Qualifications and experience of key site management and technical personnel proposed for contract;
 - (i) Undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work..
 - (j) Affidavit on Correctness of information submitted with the Bid.
 - (k) Bidder shall furnish proof of latest returns in GST-3/GSTR-3B.

3.4 Even though the Applicants meet the above qualifying criteria, they are subject to be disqualified if they have:

- i. Made misleading or false representations in the forms, statements and attachments submitted; and / or
- ii. Record of poor performance such as abandoning the works not properly completed the contract inordinate delays in completion, litigation history or financial failure etc and /or
- iii. Participated in the previously bidding for the same works and had quoted unreasonably high bid prices and could not furnish rational justification to employer.
- iv) Found to have been involved in corrupt practices.

SECTION-4

BIDDING FORMS

UNDERTAKING

The undersigned to hereby undertake that our firm M/s _____ would invest minimum cash up to 25% of the value of the work during implementation of the Contract. _____

(Signed by an Authorized Officer of the Firm)

Title of Signatory

Name of Firm

DATE

Letter of Technical Bid

The Bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

Date:

Invitation for Bid No.:

To: [insert complete name of the Employer]

Sir

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued till date.

(b) We offer to execute in conformity with the Bidding Documents the following Works: (Name of work).

Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [insert bid validity period as specified the BDS] days from the date fixed for the bid submission deadline 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.

We are not participating, as a Bidder, in more than one Bid in this bidding process

(c) Our firm has never been temporarily suspended, debarred, declared ineligible, or blacklisted by any of the Govt. / Semi Govt./ SMVDSB .

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details
Name of Institution: _____

(i) Period of debarment, ineligibility, or blacklisting [start and end date]: _____

(ii) Reason for the debarment, ineligibility, or blacklisting: _____

(d) The applicant prime contractor or any of his staff have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

(e) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

(f) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions,

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Enclosures:-

Letter of Price Bid

The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.

Date:

Invitation for Bid No.:

To: *[insert complete name of the Employer]*

Sir

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued till date.
- (b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works. *[insert name of work]*
- (c) The total price of our Bid excluding any discounts offered in item (d) below is:

The total bid price from the Summary of Bill of Quantities should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are: *[insert discounts and methodology for their application if any]*
- (e) Our Bid shall be valid for a period of *[insert bid validity period as specified in BDS]* days from the date fixed for the bid submission deadline 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.
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (g) 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.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Enclosures:-

QUALIFICATION INFORMATION

Notes on Form of Qualification Information

The information to be filled in by the bidders in the following pages will be used to purposes of post- qualification as provided for SECTION-3. Attach additional pages as necessary.

1. For Individual Bidders

1.1	constitution or legal status of Bidder Place of registration Principal place of business Power of attorney of signatory of Bid	(attach copy) <hr/> <hr/> <hr/>
1.2	Financial Turn over achieved on execution of civil works for the last five years duly certified by Chartered Accountant and supported with TDS, ITR, Profit and Loss statement and Balance sheet.**	(Rs. in lakhs) Year 2014-15 Year 2015-16 Year 2016-17 Year 2017-18 Year 2018-19

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

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

1.4 Furnish details of other works of similar nature presently underway or contractually committed; Attach certificate issued by an officer not below the rank of Executive Engineer or equivalent.

Project Name	Name of the employer *	Description of work	Contract No	Value of contract (Rs in crore)	Value of labour component (Rs in crore)	Date of issue of work Order	Stipulated Period of completion	Present status of work

1.5 Financial reports for the last three years: balance sheets, profit and loss statements, auditors reports, etc. List below and attach copies.

1.6 Proposed work method and schedule. The Bidder should attach methodology to be adopted for execution of work. The construction schedule viz. Bar Chart shall be submitted along with the Technical bid clearly mentioning the cut off dates for each activity.

1.9 Technical Key Person/ Persons proposed to be deployed on the work

Qualification and experience of technical/key personnel required for administration and execution of the Contract . Attach Bio data. Position	Name	Qualification	Year of Experience (General)	Years of experience in similar nature of work

1.10 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 supporting documents.

2. Additional Requirements

- 2.1 Bidders should provide any additional information required to fulfill the requirements of **Clause 2 of the Instructions to the Bidders, if applicable.**
- (i) Affidavit on correctness of information.
 - (ii) Undertaking.

(BID Validity)

UNDERTAKING

Name of work:- Construction of 2 BHK Faculty Block (08 Flats), G+3 for SMVDCoN, Kakryal, Katra comprising of :-

A. Civil Work.

B. Plumbing & Sanitary Works.

(Only Labour Rates to be quoted for A & B.)

C. Supply of Coarse & Fine Aggregate required for the construction of building.

1. The undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period _____.

(Signed by an Authorized Signatory of the Firm)

_____ Designation of Authorized signatory

_____ Name of firm _____

Seal and date.

AFFIDAVIT on correctness of Information furnished with the Bid.

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work of state Government or central Govt. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

1. That our firm has not been black listed or debarred in any state or central Govt. department .Neither our firm has any history of litigations.
2. In case the contract for the work is awarded in our favour we shall invest minimum cash up to 25% of value of the contract during the implementation of work.
3. We authorize the department to seek references from our bankers
Name of bank is _____ Branch _____ Account No. _____
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understand 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.

We solemnly affirm that the information give in the bid is correct to the best of my knowledge and belief and nothing of any sort has been concealed.

Note: Affidavit to be notarized.
(Signed by an Authorized Officer of the Firm)

Name of the signatory:

Designation
Name of Firm

DATE:

Section 5

General Conditions of Contract

Section-5

GENERAL CONDITIONS OF CONTRACT

1. GENERAL Provisions

1.1 Definitions

In the conditions of contract (these conditions) which include Particular Conditions and these general conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

Contract means the contract agreement, the letter of Acceptance, the letter of tender, these conditions, the specifications, the drawings, the schedules, priced bill of quantities and the further documents (if any) which are listed in the contract agreement or in the letter of acceptance. 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 5 below.

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

1.1.3 **“Letter of Acceptance”** means the letter of formal acceptance signed by the employer, of the letter of tender, including any annexed memoranda comprising agreements between and signed by both parties. If there is no letter of acceptance, the expression Letter of acceptance means the contract agreement and the date of issuing or receiving the Letter of acceptance means the date of signing the contract agreement.

1.1.4 **Tender** means the letter of Tender and all other documents which the contractor submitted with the Letter of Tender as included in the contract.

1.1.5 **Employer** means the person named as employer in the contract data.

1.1.6 **Contractor** means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successor in title to this person(s).

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

1.1.8 **Time for Completion** means the time for completing the work as stated in the contract data, with any extension of time for completion calculated from the commencement date.

1.1.9 **Commencement date** means the date notified for start of work in contract data.

1.1.10 The **Completion Date** is the date of completion of the Works as Certified by the Engineer.

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

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

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

1.1.14 **Days** are calendar days; **months** are calendar months.

- 1.1.15 A **Defect** is any part of the works not completed in accordance with the Contract.
- 1.1.16 The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- 1.1.17 The **Initial Contract Price** is the Contract Price Listed in the Employer's Letter of Acceptance.
- 1.1.18 **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- 1.1.19 **Plant** is any integral part of the Works, which is to have a mechanical, electrical, electronic, or chemical or biological function.
- 1.1.20 The **Site** is the area defined as such in the contract Data.
- 1.1.21 **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.
- 1.1.22 **Specification** means the Specification of the works included in the contract and any modification or addition made or approved by the Engineer.
- 1.1.23 A **Subcontractor** is a person or corporate body who has a contract with the contractor to carry out a part of the work in the contract, which includes works on the Site.
- 1.1.24 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the works.
- 1.1.25 The **Works** are what the Contract requires the contractor to construct, install, and turnover to the Employer, as defined in the contract Data.
- 1.1.26 **Retention money** means the money retained from each interim bill of the contractor at the rate defined in the contract data.

1.2 Interpretation

- 1.2.1. In interpreting these conditions of Contract, singular also means plural and vice versa.
- 1.2.2 Words indicating one Gender include all Genders, etc. Heading have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The word Tender is synonyms with Bid and tenderer with Bidder and the word Tender Documents with Bid Documents. The Engineer will provide instructions clarifying queries about the Conditions of contract.
- 1.2.3 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).

1.3 Communications

- 1.3.1 Communications between parties, which are referred to in the conditions, are effective only when in writing duly signed and stamped. A notice shall be effective only when it is delivered by post or through email. These communications shall be delivered by hand against receipt, sent by mail or courier, or transmitted using emails.

1.4 Law and Language

The contract shall be Governed by the relevant Laws prevalent in the UT of Jammu & Kashmir. The ruling language shall be English only. The language for communication shall be English only or otherwise stated in the contract data.

1.4.1 Compliance with Laws

The Contractor shall in performing the contract, comply with applicable laws. The contractor shall give all notices, pay all taxes, duties and fees (except building permission fees) and obtain all permits, permissions (Except the building permission) as required by the laws of the land. The contractor shall hold the Employer harmless against and from the consequences of any failure to do so.

The arbitration if invoked by either parties shall be conducted as per Indian arbitration act 1996 with in the territorial jurisdiction as defined in the contract data.

1.5. Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be interpreted in the following order of priority:

- (a) Agreement
- (b) Letter of Acceptance, notice to proceed with the works
- (c) Contractor's Bid
- (d) Contract Data
- (e) Particular Conditions of Contract
- (f) General Conditions of Contract
- (g) Specifications
- (h) Drawings
- (h) Bill of quantities and
- (i) Any other document listed in the Contract Data as forming part of the Contract.

1.6 Contract Agreement

The parties shall enter into a contract agreement within 28 days after the contractor receives the Letter of Acceptance unless the particular conditions establish otherwise. The cost of stamp duties and similar charges if any imposed by law shall be borne by the contractor.

1.7 Delayed drawings or instructions

The contractor shall give a notice to the Engineer whenever the works are likely to be delayed for want of necessary drawings or instruction not issued to the contractor with in a particular time which shall be reasonable.

If the contractor suffers a delay due to non issue of drawings or instructions by the Engineer, the contractor shall issue another notice to the Engineer and shall be entitled to the Extension of time for this delay if the completion is likely to delay.

2. The Employer

2.1 Right of Access to Site

The employer shall give the Contractor right of access to ,and possession of, all parts of the site within the time/times stated in the contract data. The Employer, however may withhold any such action until the performance security has been received.

The Employer shall be responsible for ensuring that the Employer's personnel and the Employer's other contractors on the site co-operate with the contractor's efforts .

The Employer shall ensure that all good for construction drawings are provided to the contractor well before time to plan his schedule of activities.

3. The Engineer

The Employer shall appoint the Engineer as stated in the Contract data. The Engineer's staff shall include Assistant Executive Engineer/Engineers, Junior

Engineer/Engineers who shall perform their duties as per the decisions of the Engineer. The Engineer shall have no authority to amend the Contract.

Except as otherwise stated in the contract

(a) whenever carrying out duties or exercising authority to relieve, specified in or implied by the contract, the Engineer shall be deemed to act for the Employer.

(b) The Engineer has no authority to relieve either party of any duties, obligations or responsibilities under the contract.

(c) any act by the Engineer in response to a contractor's request shall be notified in writing to the contractor within 28 days of its receipt.

(d) The Engineer may from time to time assign duties and delegate authority to assistants. The same shall be informed to the Contractor immediately after delegation.

(e) The Engineer shall give the instructions to contractor only in writing.

3.1 Work Commencement date

The commencement date of work shall be as mentioned in the Particular conditions of contract.

4.0 The Contractor

4.1 Contractor's General Obligations

The contractor shall execute and complete the works in accordance with the contract and with the Engineer's instructions following all relevant specifications of each item of work and shall remedy any defects in the works.

The contractor shall be responsible for the adequacy, stability and safety of all site operations and of all methods of construction.

The contractor shall submit all Contractor's Documents to the Engineer as and when desired by the Engineer.

The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the contractor proposes to adopt for execution of works. No alteration to these arrangements and methods shall be made without this having previously notified to the Engineer.

Throughout the execution of works and as long thereafter as is necessary to fulfil the contractor's obligations, the contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the works.

The contractor shall be deemed to have obtained all necessary information as to risks, contingencies, and other site conditions which may affect the tender or works. To the same extent the contractor shall be deemed to have inspected and examined the site completely and satisfied before submitting the tender.

The Contractor shall be bound to cooperate with the Employer's staff, any other contractor working in the Vicinity or in the same work.

4.2 Contractor's Representative

The contractor may appoint his representative to act on contractor's behalf under the contract excluding signing of the contract agreement. The contract agreement shall be signed only by the Principal contractor.

If the representative's name is not mentioned in the Bid submission, the contractor shall submit the name of the representative to the Engineer for his consent.

The contractor shall not, without the prior consent of the Engineer, revoke the appointment of the contractor's Representative or appoint a replacement.

The contractor's representative shall on behalf of the contractor receive all instructions from the Engineer. All such instructions shall be deemed to have been given to the contractor.

4.3 Work Procedures

- (a) The contractor shall not damage/disturb any other work during execution of his work without prior permission of site in charge.
The employer reserves the right to debit the contractor for the cost of any damaged portion of adjoining structure/utilities and the cost of rectification of defective work from his bills.
- (b) The contractor shall take utmost care to avoid nuisance and disturbance to other labour contractor working in the same building/premises.
- (c) For all defective workmanship, the contractor shall be solely responsible and shall bear the cost of material and labour for doing the same as directed by Engineer-in-charge. The cost of materials shall be “as fixed by the SMVDSB.”
- (d) The labour contractor shall not remove any material from site of work either belonging to him or SMVDSB without “the prior, knowledge, consent and written instructions form site in charge.
- (e) Some time it may be required to execute the work beyond the standard working hours of the day and even during night hours, the contractor shall be bound to adhere the instruction of Engineer-in-charge in this regard. No extra cost shall be paid to contractor for any such late hour/extra shift work.
- (f) Contractor shall submit daily labour report to site in charge.
- (g) The employer SMVDSB reserves the right to recover from the contractor the cost of:-
 - i. Any material supplied by SMVDSB but damaged/unused by the contractor.
 - ii. Excessive wastage of material beyond allowable limits as defined in SSR/SMVDSB’s orders
 - iii. Rectification of defective work if same not rectified by contractor.
- (h) The contractor shall accompanied the site in charge or his representative to assist in taking measurements and shall agree to measurements in writing subject to final check by the drawing branch of any calculation errors. The contractor shall provide all items such as measuring steel tapes, ladders or any infrastructure required for taking measurements.

4.4 Guarantee of Executed work/Defective Liability

The work executed shall be guaranteed for quality of workmanship for a period of one year from the date of handing over the entire work to satisfaction of employer During the guarantee period contractor shall rectify/replace at his own cost the defective work as instructed by engineer-in-charge. Partial/Part handing over of work shall not be considered for reckoning the defect liability period.

4.5 Safety procedures

The contractor shall

- (a) Comply with all safety regulations.
- (b) Take care for the safety of all persons entitled on the site.
- (c) Use reasonable efforts to keep the site and works clear of unnecessary obstruction so as to avoid danger to these persons.
- (d) Provide lighting, guards, and watch and ward of works, material and equipments.

- (e) Provide any temporary works including road, foot way, etc. which may be necessary, because of execution of works, for use and protection of the labour, staff, public and of owners of land.

Nothing extra on this account shall be paid to the contractor.

4.6 Insurance

4.6.1 The contractor shall ensure procurement of Insurance policies in the joint names of the Employer and the Contractor, and shall submit an evidence that all such insurances as required have been effected. The insurance policies to be obtained by the contractor are :

1. Insurance for works and contractor's equipment.
2. Insurance against injury to persons and damage to properties
3. Insurance for Contractor's personnel
4. Third party insurance

The Insurance shall be maintained in full force and effect during the whole time till the issue of performance certificate. First work done payment of the contractor shall be released only after ensuring that the copy of insurance policies have been submitted to the Engineer-In-Charge by the contractor.

4.6.2 Policy and certificates for insurance shall be delivered by the Contractor to the engineer for the Engineer's approval within the time mentioned in the contract data. All such insurance shall provided for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

4.6.3. 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. The cost of premium on account of such policies shall be deducted from the contractor's claims with 15 % of the cost as penalty charges.

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

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

4.7 Access Route

The contractor shall be deemed to have been satisfied as to the suitability and availability of access route to site of work at the base date. The contractor is advised to conduct a site visit at his own expense and satisfy about the site conditions. The Employer shall not be responsible for any claims which may arise from use or otherwise of any access route. The contractor shall be responsible for periodical maintenance of the part of access route to his site of work from the common route at his own expense.

4.8 Contractor's operation at site

The Contractor shall be responsible for keeping unauthorized persons off site. The contractor shall confine his operations to the site. During the execution of work, the contractor shall keep the site free from all unnecessary obstruction and shall clear away and remove from the site any scrap, wreckage, rubbish and temporary works which are no longer required.

4.9 Fossils

All fossils, coins, articles of value or items of archaeological interest found on site during excavation or otherwise shall be handed over to the Engineer. It shall become the property of the owner.

4.10 Labour Laws

The contractor shall comply with all labour laws prevalent in the UT of Jammu and Kashmir. The contractor shall require his employees to obey all applicable laws, including those concerning safety at work. The contractor shall provide all necessary accommodation and welfare facilities for the contractor's personnel and the labour.

4.11 Contractor's personnel

The contractor's personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the contractor to remove any person employed on the site or works including the contractor's representative

- i) who persists in any misconduct
- ii) Carries out duties incompetently or negligently
- iii) Fail to conform with the provisions of the contract

The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the contractor's personnel, and to preserve peace and protection of persons and property on and near the site.

The contractor shall then appoint a suitable replacement person.

4.12 Quality Assurance /Testing of Materials and works

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the contract.

Details of all procedures and compliance documents shall be submitted to the Engineer before each work commencement stage commences.

This clause shall also apply to all tests required to be done periodically or otherwise on materials and works. The contractor shall provide all assistance viz. Men and Material, consumables etc. to the Engineer or his representatives to carry out the tests efficiently. The testing of materials shall be done in the Site laboratory set up by SMDSB at site of work. The tests for which the facility is not available in the site laboratory shall be got done by outsourcing the tests from any laboratories of repute suggested by the Engineer. All such tests shall be done at contractor's expense.

4.13 Remedial work

Notwithstanding any previous test or certification, the engineer may instruct the contractor to:

- (a) Remove from site and replace any material which is not found as per specifications.
- (b) Remove and re execute any work which is found defective and is not in accordance with the contract.
- (c) Execute any work which is urgently required for the safety of the works, whether because of an accident, unforeseen event or otherwise.

If the contractor fails to comply with the instruction within the reasonable time specified in the instructions, the Engineer shall be entitled to employ and pay other persons to carry out the work and recover the cost from the contractor.

4.14 Labour Camp/Stores

The stores for stacking of cement, T&P etc will be constructed by SMVDSB and shall be provided free of cost to contractor. The facilities for labour accommodation shall be arranged by contractor at his own expenses.

4.15 Electricity & Water

Electricity and water for the work shall be provided free of cost by SMVDSB at one point only. Further distribution shall be done by contractor at his own expenses and the cost of same shall be deemed to have been included in the rates. Electricity/Water for labour camp shall be arranged by contractor at his own expenses.

4.16 Royalties

The contractor is required to pay all royalties, rents and other payments for natural materials obtained from the rivers/nallahs.

4.17 Cleanliness at Site

The contractor shall keep the site in clean and tidy manner as instructed by site in charge time to time. In case contractor fails to maintain the desired cleanliness, contractor's interim payment may be kept withheld till the site is got cleaned by other agencies at the cost of contractor.

4.18 Sub Contracting

Sub contracting is not allowed.

4.19 Performance Security

The contractor shall submit a Performance Security for proper performance in the amount as stated in Particular conditions of contract and denominated in currency acceptable to the Employer.

The Contractor shall deliver the Performance Security to the Employer within 21 days after receiving the Letter of Acceptance and also send a copy of the same to Engineer. The Performance Security shall be issued by a scheduled bank and in the Form annexed to in the Bid Document or in another form approved by the Employer.

The contractor shall ensure that the Performance Security is valid and enforceable until the contractor has completed the works and remedied the defects. If the terms of Performance Security specify its expiry date and the contractor has not become entitled to receive the Performance certificate by the date 28days prior to the expiry date, the contractor shall extend the validity of Performance Security until the works have been completed and all defects have been remedied.

If the Contract price increases to more than 25% of original contract value due to variations, the contractor shall at Engineer's request promptly increase the value of Performance Security proportionately.

In case the Contract is terminated as per clause 13, the Bank Guarantee of the performance security shall be encashed by the Employer for covering the cost in determinations.

The Employer shall return the Performance Security to the contractor within 28 days after receiving a copy of Performance Certificate to be issued by the Engineer Incharge after the expiry of defect liability period.

4.20 Additional Performance Security:

In case the Price bids of the lowest quoting contractor are found unbalanced during evaluation, the contractor shall be notified accordingly. The contractor shall have to provide an additional performance security of the amount conveyed to the contractor in this regard. However the minimum amount of additional performance security shall be 10 % of the unbalanced amount. The additional performance security shall be returned to contractor on virtual completion of work.

4.21 Progress Reports

The Contractor shall submit monthly progress report to the Engineer in three copies. The first report shall cover the period up to the end of first calendar month following the commencement date. Reports shall be submitted on monthly basis thereafter, each within 7 days after the last day of the period to which it relates. The progress reports shall be accompanied with colour photographs in both soft and hard copies.

5.0 Commencement, Delays and Suspension

The commencement date shall be as mentioned in the Particular conditions of the contract. The contractor shall commence the execution of works as soon as after the commencement date and shall then proceed with the works with due expedition and without delay as per the programme submitted by him and approved by the Engineer.

5.1 Time of Completion

The contractor shall complete the whole works and each section within the time for completion for the works or section of works including and achieving the passing of tests. The time of completion of work is as defined in Particular conditions of Contract. The contractor may have to work extra hours to meet up the deficient progress or/and to achieve the mile stones or to attend an emergency at site. No extra claim shall be admissible to the contractor on this account.

5.2 Programme of construction

The contractor shall submit a detailed programme to the Engineer within 21 days after the date of issue of LOA. The contractor shall also be required to submit a

revised programme whenever the previous programme is inconsistent with actual progress explaining therein the reasons for occurred delay.

5.3 Extension of time for completion

The contractor shall be entitled to an extension of time for completion if the work is delayed by any of the following causes:

- (a) A substantial increase in the quantity/quantities of work i.e more than 10% has taken place.
- (b) Additional items beyond the scope of work has been asked for execution.
- (c) A cause of delay attributable to the Employer/ Engineer.

If the contractor considers himself to be entitled to an extension of time for completion, the contractor shall apply for the same to Engineer for determining such extension of time for approval from the Employer within 21 days of happening of that event. The request made after this period shall not be entertained for consideration of any such request for time extension. Time lost due to Monsoon rains/ winter rains shall not be considered for granting any time extension.

5.4 Rate of Progress

If at any time the progress of work is slow to complete within the Time for completion or the progress has fallen behind the current programme, the contractor shall have to adopt measures like increase in working hours, increase in labour or contractor's personnel/resources. The contractor shall not be entitled to claim any extra incurred cost on account of acceleration of work due to such measures.

If the contractor fails to accelerate the progress, then the Engineer shall be entitled to increase resources from his end at the risk and cost of the contractor to accelerate the progress of works after serving a notice to the contractor.

5.5 Suspension of work

The contractor shall not suspend work at his own unless otherwise directed by the Engineer in writing. If the work remains suspended for more than a fortnight without any genuine reason, the employer shall take action as per clause 13.

6.0 Penalty for Delays

- 6.1** If the contractor fails to complete the work within the specified time of completion, the contractor shall pay the penalty to the Employer for this default. This penalty shall be imposed upto a maximum of 10% at the discretion of the competent authority/employer.

7.0 Determinations

Whenever the conditions provide for termination of contract by the employer, the Engineer shall proceed in accordance with this clause to determine in the matter, the Employer/Engineer shall make a fair determination in accordance with the contract taking due regard to all circumstances. The Engineer shall give notice to the Contractor regarding determination with all supporting particulars.

The determination at the date of Termination of contract shall be for the value of balance works plus 20% as extra to cover the cost of works to be executed later at the risk and cost of contractor.

In case the Contract is terminated as per Clause 13, the Bank Guarantee of the performance security shall be encashed by the Employer for covering the cost of determinations.

8.0 Employer's Taking over of the work

The Engineer shall, within 28 days after receiving the Contractor's application shall issue the taking over certificate to the contractor stating the date on which the works have been completed and all defects rectified. In case the Engineer is not satisfied with the completion then he will reject the application giving reasons and specifying the work required to be redone by the contractor to enable the taking over certificate to be issued. The contractor shall then complete this work before issuing a further notice under this sub clause. No part taking over of the works shall be allowed.

9.0 Defects Liability Period

Defects liability period shall be as mentioned in particular conditions of the contract. If any defect or damage occurs, the contractor shall be notified accordingly by the Engineer before taking over of the works.

The contractor shall execute all work required to remedy defects or damage, as notified by the Engineer before the date of defect notification period. All such works shall be executed by contractor at his cost.

If the contractor fails to remedy such defects /damages by the notified date, the Engineer shall get the remedial work done by engaging any other agency at risk and cost of contractor.

9.1 Extension of Defect liability period

The Employer shall be entitled to extend the Defects Liability period for the works or a part of the works if the completed work is found deficient and cannot be used for the purpose it is intended. However the defect liability period shall not be extended for more than one year after the completion of earlier defect liability period.

10.0 Performance Certificate

Performance of the contractor's obligations shall not be considered to have been completed until the Engineer has issued the performance certificate to the contractor stating the date on which the contractor has completed his obligations under the contract.

The Engineer shall issue the performance certificate within 28 days after the expiry date of defect liability period or as soon thereafter the contractor has submitted all contractor's documents and completed all tests on works, including remedying any defects. Only the performance certificate shall be deemed to constitute acceptance of the works.

11.0 Clearance of site

The contractor shall clear the site of the contractor's equipment, surplus material ,wreckage, rubbish and temporary works from the site except that required to remedy notified defects, if any. In case the contractor fails to clear the site, the Engineer shall remove those items from site of work at the risk and cost of the contractor.

12.0 Submission of Contractor's bills/Claims

12.1 Submission of Interim Bills for Payment

The contractor shall submit his work done interim bills /Running account bills in the prescribed bill Performa in triplicate as per the manner mentioned in "Terms of Payment", specified in clause 12.3 of GCC. If the contractor intends not to present his claim every month, it will be mandatory that the same is submitted for the work done ending the period defined under each mile stone as per clause 6.1. In case the contractor does not follow the procedure, and submits the exaggerated bills, the claims shall be returned to the contractor and the contractor shall be solely responsible for this delay. The date of start and period of claims shall be clearly mentioned on the interim bills.

In case the contractor fails to submit his bill at the end of mile stone date, the Engineer shall prepare the bill on behalf of contractor. The quantities billed and verified by the Engineer shall be binding on the Contractor. It shall be mandatory for the contractor to submit his bill at the end of each mile stone defined in the contract data.

12.2 Method of Measurements

To save time the joint measurements shall be taken of the executed works by the Engineer's designated personnel and the representative of the contractor. The contractor shall give a notice in advance to the engineer for this. If the contractor fails to give such notice for joint measurements, the Engineer shall depute his personnel to take the measurements, and in such case the measurement made by Engineer shall be binding on the contractor.

12.3 Payment

The engineer shall verify the interim bill of the contractor within 15 days of the bill receiving date in his office. The interim bill of the contractor shall be cleared within 15 days of submission of certified bill to Central Office. The deliberate attempt on the part of contractor to bill excess quantities over those executed or the bill not submitted as per the procedure resulting into delay in verification shall be on the part of the contractor only. A running bill shall not be withheld for any reason except that if the contractor has failed to perform any work of obligation in accordance with the contract. The value of such work shall be withheld till the work has been performed.

The Engineer may in any bill make any correction which he deems fit. The payment of running bill shall not be deemed to indicate the Engineer's acceptance, approval consent or satisfaction. Any item of payment in excess due to oversight or any calculation errors detected later shall be corrected in any of the subsequent bills.

The final payment of the contractor shall however be settled within a period of 30 days from the receiving the bill in Engineer's office and further 30 days from the receiving of bill in Central Office.

12.4 Submission of Final bill

Within 60 days after receiving the performance certificate, the contractor shall submit the final bill to the Engineer with all supporting documents required to be submitted as per the provisions of the contract agreement.

If the Engineer disagrees with the or cannot verify any part of final bill, the same shall be returned to the Contractor for corrections/modifications as mutually agreed between them. The contractor shall then reframe his final bill and submit to the Engineer.

While submitting the final bill, the contractor shall confirm and record on the bill that **“This bill represents full and final settlement of all moneys due to the contractor as per the work done“**.

12.5 Variations :

In case of variations in quantities happen due to site conditions and on the instructions of Engineer, the contractor shall be paid for this variation on the allotted rates only. No extra /increase in rates shall be paid for any variation in the quantities.

If some items which are not in the BOQ are required to be executed for completion of work, the Contractor shall be bound to execute such item/items of work. The rates of such items shall be derived from the rate of similar item provided in the BOQ. In case the additional item of work does not match with BOQ item, the Contractor shall submit the rate analysis for these items as per the CPWD book of analysis on the market rates of labour. The Contractor's profit and overheads shall be 15% . GST and labour cess on the prevailing rates shall be added for finalizing the rate of item of work. In case the variation in quantities exceeds 25%, the variation in quantities and the cost implication shall be got approved from the competent authority by the Engineer.

12.6 Cash Flow statement

The contractor shall submit to the Engineer a Cash flow forecast statement at the commencement of work projecting monthly requirement of funds. The Employer shall not be responsible for any delay in release of payment to the contractor if the funds are not arranged in time due to non availability of cash flow statement from the contractor in the stipulated time.

13. Termination of the Contract

13.1 Notice to Correct

If the contractor fails to carry out any obligation under the contract, the Engineer shall serve a notice to the Contractor to make good the failure and to remedy it within a specified reasonable time.

13.2 Premature termination of Contract

The Engineer/ Employer shall be entitled to terminate the contract prematurely if the contractor

- i) Fails to submit the performance security in the stipulated time as per LOA.
- ii) Does not mobilize sufficient manpower and machinery to the site of work within 07 days of issue of LOA to the satisfaction of Engineer-in-charge, plainly demonstrating the intention not to continue performance of his obligations under the contract.
- iii) Without reasonable excuse fails to proceed with the works as per the commencement date.
- iv) Sub contracts the whole work
- v) Sub contracts the part work without prior permission of the employer
- vi) Fails to comply the requirements of Notice served to him as per clause 13.1
- vii) Abandons the work for more than 15 days without any reasonable and genuine reason and without informing the Engineer.
- viii) Plainly demonstrates the intention not to continue performance of his obligations under the contract by any of his act.
- ix) Becomes bankrupt or insolvent

- x) Gives or offer to give directly or indirectly to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward
- xi) If at any given time Engineer-in-charge realizes that the resources mobilized by the contractor are insufficient for timely completion of work, he shall be free to engage the labour through alternate means at the risk of contractor within 07 days of issue of notice to correct to the contractor without any further correspondence and no claim/ compensation shall be entertained. This may be done with termination or by reducing the scope of work.
- xii) If the Employer determines based on the reasonable evidence that the contractor has engaged in corrupt, fraudulent, collusive or coercive practices in execution of contract.

The Employer's/Engineer's election to terminate the contract shall not prejudice any other rights of the employer under the contract or otherwise.

Upon termination, the Contractor shall vacate the site, take final measurements of the executed work and submit his final claims within 30 days to the Engineer for settlement of his final claims. The performance security of the contractor shall be forfeited in case of termination to settle the determination part of the Employer.

After termination, the Engineer may complete the works and/or arrange for other entities to do so at the risk and cost of the contractor.

13.3 Determinations

Whenever the conditions provide for termination of contract by the employer, the Engineer shall proceed in accordance with this clause to determine in the matter. The Employer/Engineer shall make a fair determination in accordance with the contract taking due regard to all circumstances. The Engineer shall give notice to the Contractor regarding determination with all supporting particulars.

In case the Contract is terminated as per Clause 13, the Bank Guarantee of the performance security shall be encashed by the Employer for covering the cost of determinations.

13.4 Payment after termination

The claims submitted by the contractor after termination shall be treated as final. The Employer shall withhold further payments to the contractor till all determinations have been made by the Employer which shall include amongst others, 20% cost of execution of balance works, remedying of any defects, penalties for delay in completion, cost of damages and all other costs incurred by the Employer. In case the excess amount is determined to be recovered, it shall be recovered from all securities available with the Employer viz. Performance Security, Retention money, assets of the contractor in the form of machinery, equipment and stores etc.

13.5 Termination at the Employer's Convenience

In case the contract is terminated at the Employer's convenience, the Employer will do so after giving a notice of 28 days to the contractor. In such case the Employer shall settle all work done bills of the contractor and return his performance security.

14.0 Risk and Responsibility

- 14.1** The contractor shall indemnify and hold harmless the Employer, the Employer's personnel against and from all claims, damages, losses and expenses in respect of:

(a) Bodily injury, sickness, disease or death of any person whatsoever arising out of or in the course of or by any reason of the contractor's methodology of execution of work, false work, temporary work, remedying defects, etc.

(b) damage to or loss of property (other than works) arising out of or in the course of or by any reason of the contractor's methodology of execution of work, false work, temporary work, remedying defects, etc.

14.2 Contractor's care of works

The contractor shall take full responsibility for the care of works from the commencement date till taking over certificate is issued.

If any loss or damage happens to the work, goods and contractor's documents during the period when the contractor is responsible for their repair, the contractor shall be bound to rectify, repair such damages at the risk and cost of contractor.

14.3 Limitation of Liability

Neither party shall be liable to the other party for loss of use of any works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other party in connection with the contract other than Penalties, Cost of remedying defects, Payment after termination etc.

15.0 Force Majeure

Force Majeure means an exceptional event or circumstance which is beyond each party's control, which either party could not have reasonably have provided before entering into contract and which is not attributable to either of the party signing the contract document. Force majeure may include, but is not limited to exceptional events or circumstance of the kind listed below

- i) War ,hostilities
- ii) Terrorism, revolution, insurrection etc.
- iii) Strike, commotion, or lockout by persons other than contractor's personnel.
- iv) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- v) Design of any part of the works by the Employer's personnel or by others for whom the Employer is responsible.

If the contractor is /or will be prevented from performing the substantial obligations of the contract due to above, then the contractor shall give notice to Employer of the event/circumstance constituting the Force Majeure and shall specify the works which shall be prevented from execution. The notice shall be given within 14 days after the contractor becomes aware of such relevant event constituting Force Majeure.

Force Majeure shall not apply to obligations of either Contractor or Employer to make payments to the other party under the contract.

15.1 Release from performance

In case of Force Majeure due to which it is impossible for either of the parties to fulfill the contractual obligations, the parties shall be entitled to be released from further performance of the contract, then upon notice by either party to the other party of such event or circumstance.

16.0 Dispute and Arbitration

In case any dispute arises between the contractor and the Engineer at site during the execution of works and in the currency of contract, the preference shall be given to the amicable settlement.

In case the dispute remains unresolved, the dispute shall then be referred within 14 days to Dispute Review Expert already named in the Particular Conditions of Contract to resolve the dispute. The decision of the member shall be binding upon both the parties.

Any dispute reported to Engineer after 14 days of its occurrence shall not be entertained and the decision of the Engineer shall be binding on the contractor.

If the contractor is dissatisfied with the Dispute review expert's decision, then contractor will give notice of dissatisfaction to the Engineer/Employer within 30 days of receiving the decision with an intention to commence arbitration.

Notwithstanding any of the above, the contractor shall not suspend the work at any cost and shall ensure the timely completion of work.

16.1 Arbitration:

Any dispute not settled in respect of which the Dispute Review Expert's decision (If any) has not become final and binding, shall be finally settled by arbitration. The request for appointing an Arbitrator shall be made by the aggrieved party to Chief Executive Officer.

The Arbitration shall be conducted in accordance with the Arbitration procedure stated in the Particulars of contract. The place of arbitration shall be as mentioned in the Contract Data and the arbitration shall be conducted as per Indian arbitration act 1996.

Section 6

Particular Conditions of Contract

Section -6 Particulars Conditions of Contract

The following Particular conditions of Contract (PCC) shall supplement the general conditions of Contract (GCC). Whenever there is a conflict, the provisions here in shall prevail over there in GCC.

Part A- Contract Data

Ref GCC	Subject	Data
2.1	Right of Access to site	Within 7 days of issue of LOA to the contractor
3.0	Engineer	The Engineer shall be Executive Engineer, SMVDIME, Kakryal or any other office designated as Engineer by the Employer any time during the currency of contract.
4.19	Performance Security	The performance security shall be in the form of an unconditional Bank Guarantee for an amount of 10% of the contract price. Additional performance security in case the bid is found to be unbalanced as per clause 4.16 of GCC. The performance security shall be released after the expiry of DLP and after the Engineer-in-charge has issued Performance Certificate for the work as per Clause 10 of GCC.
4.6	Submission of Insurance policies	The evidence of Insurance shall be submitted within 15 days from the date of Commencement and Insurance policies shall be submitted to the Engineer by the contractor within 30 days of Commencement date.
5.1	Time of Completion	15 months reckoned from seventh day from the date of issue of LOA.
9.0	Defect Liability period	Defect liability period shall be one year from the date of issue of Completion certificate by the Engineer-in-Charge.
1.1.26	Retention Money	Retention money shall be deducted @ 05% from each bill. 50% retention money shall be released after virtual completion of work. Balance 50 % shall be released after the finalization of the contract.
16.0	Dispute Review Expert	Chief Engineer SMVDSB or any other person appointed by Chief Executive Officer, SMVDSB.

PARTICULAR CONDITIONS OF CONTRACT- PART B

SPECIAL CONDITIONS OF CONTRACT

1. Supply of all the construction materials (except Sand/Crusher Dust, Crushed Stone Aggregate & Boulders) required for the completion of the project shall be supplied by the Shrine Board through Sub Store, Kakryal. The contractor shall be responsible for safe storage of these material by providing adequate storage space. The watch and ward for these materials shall be exclusive responsibility of the contractor and he shall be solely accountable for any theft or pilferage of materials issued by Shrine Board. Any damage or loss to the materials due to improper handling or storage shall be recovered from the contractor's dues at 1.5 times the cost.

2. LABOUR

The contractor shall, unless otherwise provided in the contract, shall 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 there information as the Engineer may require.

3. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulation, notifications and bye laws of the UT or Central Government/local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the engineer/employer shall have the right to deduct any money due to the contractor including his amount of performance security. The employer/engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employer of the contractor and the Sub-Contractor in no case shall be treated as the employees of the employer at any point of time.

ARBITRATION (GCC CLAUSE 16.1)

The procedure for Arbitration will be as follows:

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

- (a) In case of Dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act 1996. The parties shall make efforts to agree on a sole Arbitrator and only if such an attempt does not succeed then the Arbitral Tribunal consisting of 3 Arbitrators one each to be appointed by the Employer and the contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as presiding Arbitrator, shall be considered. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Hon'ble High Court of J&K.
 - b) Arbitration proceedings shall be held at Katra/Reasi/Jammu (J&K) and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English.
 - c) The decision of the majority of Arbitrators shall be final and binding upon both the parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with preparation, presentation etc. of its proceedings as also the fee and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.
 - d) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owner shall not be withheld, unless they are the subject matter of the arbitration proceedings.
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Section 7

Bill of Quantities

Preamble of Bill of Quantities

1. The contractor shall deem to have read and examined the Bid Documents before completing the bill of quantities. The Contractor shall be bound to execute extra items of works as directed by the Engineer. The rates for extra items of work will be as per rates decided under the contract conditions.
2. The bill of quantities is read in conjunction with the instructions to bidders, General, Particular Conditions of the Contract, technical specifications and drawings.
3. 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 as per the actual quantities of work ordered and carried out, as measured and verified by the Engineer and valued at the rates in the price bill of quantities, where applicable, and other wise at such rates as the Engineer may fix within the terms of the contract. Employer, SMVDSB reserves the right to delete, add/modify any item of work for successful completion of the work. The contractor shall have no claim on account of any such act of employer.
4. The rates and prices in the priced bill of quantities shall, except as otherwise provided under the Contract, include all required construction equipment, labour, sundries, T&P, supervision, erection, maintenance during execution, insurance, profit, taxes and duties packing and forwarding, loading and unloading, freight, transportation, head Loads, together with all general risks, liabilities, and obligations set out or implied in the contract including the cost of remedying defects.
5. 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 related items of works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of quantities. Reference to the relevant sections of the contract document shall be made before entering prices against each item in the priced bill of quantities.
7. The method of measurement of completed work for payment shall be accorded with relevant specifications and code practice.
8. The Bill of quantities for the works is to be read for the purpose of pricing, in conjunction with all other sections of the bid document. The prices quoted for various items in the bill of quantities shall be all inclusive values of works described therein, including all costs, taxes, expenses and royalties, lifts, leads & carriages which may be required in and for the execution of works and remedying of the defects, together with all risks, liabilities and obligations set forth, or implied in this bid document. The unit prices quoted shall apply only to the quantities actually executed.

9. Coarse and Fine Aggregates supplied by the contractor shall be paid as per the actual measurements of the finished item recorded in works register/ Measurement book which shall be based on the applicable co-efficients for various civil engineering items as mentioned in the book of analysis/book of specification (part I & II).
10. If the bidder does not quote for any item of BOQ he shall be under an obligation to execute that item for successful completion of the work. Such item shall not be paid for.
11. The contractor shall quote his rates for items of BOQ without the cost of all construction materials which shall be supplied by the Shrine Board through Sub Store Kakryal but with cost on account of Hire charges of machinery, cost of T&P, sundries etc. which he shall have to arrange and deploy at his cost.
12. The cost of temporary works like maintenance of approach road, dewatering and drainage arrangements, establishment and maintenance of contractor's office and stores, watch and ward of site including works and stores, implementation of all safety procedures. Implementation of Environment related issues etc shall be part of work and shall not be paid extra.
13. All specifications of work shall be as per CPWD book of specifications latest version.

Advertised B.O.Q for the Construction of 2 BHK Faculty blocks G+3 (08 flats) for SMVDCoN, Kakryal (Labour Rates only)

Advertised Cost for Labour Rates:- Rs. 139.72 Lakhs

A) <u>Civil Items</u> (excluding cost of material)					
S.No.	Description	Unit	Qty	Labour Rate to be quoted by the vendor	Amount (Rs.)
1	a) Earthwork in bulk excavation in all kinds of soil by mechanical means (hydraulic excavator) over areas exceeding 30 cm in depth, 1.5 mts in width as well as 10 sqm on plan including disposal of excavated soil upto a lead of 1 km (As directed by the Engineer-Incharge).	Cum	9250		
	b) Earthwork in bulk excavation in all kinds of soil by mechanical means (hydraulic excavator) over areas exceeding 30 cm in depth, 1.5 mts in width as well as 10 sqm on plan including disposal of excavated earth lead upto 50 mtr. (complete job).	Cum	980		
2	Labour for laying in position cement concrete in 1:4:8 (1cement:4 Coarse Sand :8 Crushed Stone Aggregate 40 mm nominal size) excluding cost of centering and shuttering for all works up to plinth level , including all leads and lifts complete.	Cum	125		
3	Labour for laying in position specified grade of reinforced cement concrete(1:1:2) 1cement:1coarse sand: 2 graded stone aggregate 20mm nominal size excluding the cost of centering shuttering, finishing and reinforcement-All work upto plinth level including all leads & lifts complete.	Cum	437		

4	Labour for laying Reinforced cement concrete (1:1:2) 1cement:1coarse sand: 2 graded stone aggregate 20mm nominal size in walls (any thickness) including attached pilasters, butresses, beams, column, slab etc upto floor five level excluding the cost of centering shuttering, finishing and reinforcement including all leads & lifts complete.	Cum	288		
5	Labour for laying in position specified grade of reinforced cement concrete(1:1:2) 1cement:1coarse sand: 2 graded stone aggregate 20mm nominal size excluding the cost of centering shuttering, finishing and reinforcement. For retaining walls.				
	a) All work upto plinth level incl. all leads & lifts complete	Cum	23		
	b) All work above plinth level upto any height incl. all leads & lifts.	Cum	87		
6	Labour for laying reinforcement for RCC work including straightening, cutting, bending, placing in position and binding including cost of binding wires and all leads & lifts complete. (upto floor five level)	Qntl	760		
7	Labour for laying of DPC 40mm thick using cement concrete 1:2:4 mix with crushed stone aggregate 20 mm nominal size including all leads complete.	Sqm	39		
8	Labour for brick work with common burnt clay F.P.S (non modular) bricks of class designation 75 for all floor levels and for mouny, machine room, etc. in cement mortar 1:6 (1 Cement : 6 Coarse Sand) including all leads & lifts complete.	Cum	375		
9	Labour for half brick masonry with F.P.S bricks of class designation 75 for all floor levels including laying of RCC bands (M15) with nominal reinforcement at every one mtr. height of masonry in cement mortar 1:4 (1cement :4 coarse sand), including all leads & lifts complete.	Sqm	35		
10	Labour for rehandling of available excavated earth (excluding rock) for filling in trenches, plinth, sides of foundations etc in layers not exceeding 20 cm in depth consolidating each deposited layer by hand held vibro compactor, ramming and watering, lead upto 50Mt & lift upto 1.50M.	Cum	900		

	Providing and fixing of formwork of timber plankings, steel plates. Plyboard sheets etc so as to give rough finish including centering, shuttering, strutting, propping complete upto all levels and removal & stacking of the same, complete job. (including cost of shuttering, T&P & Sundries.)				
11	a) Foundations, footings, bases of columns.	Sqm	450		
	b) Walls (any thickness) including attached pilasters, buttresses & courses etc.	Sqm	450		
	c) Suspended floors, roofs, landings, balconies, access platforms	Sqm	715		
	d) Columns, pillars	Sqm	630		
	e) Stairs (excluding landings) except spiral staircases	Sqm	60		
	f) Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	1100		
	g) Edges of slabs and breaks in floors and walls upto 20 cm.	RMT	370		
	h) Extra for Form Work in Column, Pillars & Floor beams in case film coated Plywood shuttering is used in place of ordinary plates.	Sqm	1200		
12	Labour for hand packed Stone soling under floors of the rooms/plinth sides including all leads & lifts complete.	Cum	105		
13	Labour for filling in plinth with fine sand under floors including, watering, ramming consolidating and dressing complete including all leads & lifts complete.	Cum	105		
14	Labour for laying in position plain cement concrete 1:4:8 mix (1cement:4 Coarse Sand :8 Brick Aggregate 40 mm nominal size) under floors at all floor levels including all leads & lifts complete.	Cum	45		
15	Labour for laying plain cement concrete flooring 40 mm thick in 1:2:4 mix (1 cement:2 Coarse Sand: 4 Crushed Stone Aggregate 20 mm nominal size) without a floating coat of neat cement slurry at all floor levels including all leads & lifts complete.	Sqm	875		

16	Labour for 6mm thick cement plaster in 1:3 (1 cement : 3 fine sand) for ceilings at all floor levels including all leads & lifts complete.	Sqm	555		
17	Labour for 15 mm cement plaster in 1:6 (1 cement : 6 fine sand) on rough side of single/half brick walls (internal plastering) including cutting grooves in junction between RCC and brick masonry at all floor levels including all leads & lifts complete.	Sqm	2350		
18	Labour for 25 mm thick cement plaster in two coats, backing coat 15 mm thick & finishing coat 10 mm thick on fair side of single/half brick walls (external plastering) including cutting grooves in junctions between RCC and brick masonry in cement mortar 1:4 (1 cement : 4 fine sand) up to all floor levels including all leads & lifts complete.	Sqm	1287		
19	Labour for applying white cement based putty of average thickness 2mm of approved brand and manufacture, over the plastered wall surface (internal & external) to prepare the surface even and smooth complete at all floors levels including all leads & lifts complete.				
	a) Internal Surface	Sqm	2905		
	b) External Surface	Sqm	1287		
20	Labour for applying one coat of water thinable cement primer of approved brand and manufacture on prepared wall surface of internal walls at all floor levels including all leads & lifts complete.	Sqm	2905		
21	Labour for wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ltr of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour at all floor levels (Two Coats).	Sqm	2905		

22	Labour for finishing wall with premium acrylic smooth exterior paint with silicone additives of required shade on New work (two or more coats applied @ 1.43 ltr/10sqm over and including base coat of water proofing cement paint applied @ 2.20kg/10sqm) at all floor levels complete . As per the shades as directed by Engineer-in-charge.	Sqm	1287		
23	Labour for laying glazed/polished vitrified floor tiles in sizes of 600x600mm (or any size) (as per required thickness) in the pattern as approved by Engineer-Incharge laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigment etc. complete at all floor levels including all leads & lifts complete.	Sqm	600		
24	Labour for fixing Ist quality ceramic glazed tiles of size 300x600 mm (or any size) in pattern as approved by Engineer-in-charge, in skirting, dados over 12mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shade complete at all floor levels including all leads & lifts complete.	Sqm	263		
25	Labour for laying/fixing first quality Ceramic glazed floor tiles for toilets in pattern as approved by ENgineer-in-charge laid on 20mm thick bed of cement mortar 1:4 (1 cement : 4 coarse sand) including pointing the joints with white cement and matching pigments etc. complete at all floor levels including all leads & lifts complete.	Sqm	58		
26	Labour for fixing 18mm thick granite gang saw cut mirror polished (pre moulded and pre polished), machine cut for kitchen platform, vanity counters window sills facias and similar locations of required size laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching	Sqm	40		

	pigment, epoxy touch ups, including rubbing, curing moulding and polishing to edge to give high gloss finish etc. complete at all floor levels , including all leads & lifts complete.				
27	Extra Labour for providing edge moulding to 18mm thick Granite counters, vanities etc. over item No. 26 including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-charge, including all leads & lifts complete.	RMT	220		
28	Labour for 18mm thick Granite Work gang saw cut (polished and machine cut) for wall lining (veneer work) in cement mortar 1:3 (1 cement:3 coarse sand) including pointing with white cement mortar 1:2 (1 white cement:2 marble dust) with an admixture of pigment to match the granite shade at all floor levels with all leads & lifts complete. (To be secured to the backing by means of clamps).	Sqm	40		
29	Labour for laying Glazed Vitrified Tiles on stairs including treads and risers (sample/pattern of tiles shall be approved by engineer-in-charge). Size of the tiles shall be in one piece as per the size of tread and riser at site, laid over 20 mm (average) thick base of cement mortar 1:4 (1 cement: 4 coarse sand) laid and joined with cement slurry including treating the joints with matching pigment complete at all floor levels including all leads & lifts complete.	Sqm	88		
30	Labour for applying 2 coats of water proofing compound for sunker portions of Toilets/Balconies etc after thoroughly cleaning the surface making it, dust free by using water and 4" paint brush, one after the other with intervals of 4 to 6 hours and laying a protective layer of cement mortar 1:4 ratio 15 mm thick admixed with water proofing compound as directed by the Engineer-Incharge including all leads & lifts complete.	Sqm	100		

31	Labour for Brick bat coba works on terrace (Including all leads & lifts complete.)				
	<p>a) Labour for applying 2 coats of water proofing compound after thoroughly cleaning the surface making it, dust free by using water and 4" paint brush, one after the other with intervals of 4 to 6 hours and laying a protective layer of cement mortar 1:4 ratio 15 mm thick admixed with water proofing compound as directed by the Engineer-Incharge.</p> <p>b) After 2 days of proper curing, laying broken bricks/brick bats of 25 to 100 mm size from well burnt or over burnt bricks in 50% cement mortar admixed with water proofing compound in proper slope with treatment of adjoining walls and rounding of junctions of walls and slabs and grouting the surface with cement slurry admixed with water proofing compound as directed by the Engineer-Incharge.</p> <p>c) Finishing the surface with 20 mm thick jointless cement plaster of mix 1:4 (1cement +4 coarse sand) admixed with water proofing compound in the ratio as directed and finally finishing the surface with trowel using neat cement slurry pressed properly and making of 300x300 squares.</p>	Sqm	358		
32	Labour for laying in position plain cement concrete 1:3:6 (1 cement:3 coarse sand :6 crushed stone aggregate 40 mm nominal size) excluding cost of centring and shuttering all works upto plinth level, including all leads & lifts complete.	Cum	60		
33	Labour for making plinth protection 50 mm thick of cement concrete 1:3:6 (1 cement:3 coarse sand :6 crushed stone aggregate 20 mm nominal size) over 75 mm bed of dry brick ballast 40 mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth including all leads & lifts complete.	Sqm	70		

34	Labour for laying 80mm thick factory made antiskid, anti glazed PCC Interlocking paver blocks of shade and pattern to be approved by Engineer-Incharge over 50mm thick compacted bed of naturally occurring, clean, well graded, sharp coarse sand (passing 4.75mm sieve) of uniform moisture content 4% to 8% at the time of spreading. Paver units should be placed with the help of spacer (2mm -3mm wide) on un-compacted sand and cutting machine, filling the spaces between 25mm and 50mm wide concrete having minimum 1:1:2 cement : sand : 20mm crushed stone aggregate mix. After laying paver blocks they shall be compacted with high frequency, low amplitude mechanical flat plate vibrator having plate area sufficient to cover a minimum of 12 paving units, after compaction joint filling by sand shall be spread over the pavement (Joint filling sand shall pass a 2.36 mm No. 8 Sieve) and complete as per direction of Engineer-in-charge including all leads & lifts complete.	Sqm	150		
35	Labour for fabrication and fixing of MS Railing for stairs/balconies comprising of hollow sections/square bars/Flat iron of different sizes & thickness as per the architectural drawings upto all floor levels including cost of welding rods and all leads & lifts complete.	kg	6780		
36	Labour for painting (two or more coats) with ready mixed synthetic enamel paint of approved brand and manufacture in all shades to give an even shade on MS Railings after applying ready mixed red oxide zinc chromate primer of approved brand and manufacture upto all floor levels.	sqm	180		
37	Labour charges for unloading, handling, storage/stacking from Kakryal sub-store to site of work :-.				
	a) Cement	Bag	12812		
	b) Steel	Qntl	760		
	c) Granite/Marble/Tiles	sqm	1090		

	PVC Conduit Pipe Fitting for electric circuit. (excluding cost of material)				
38	Labour for Laying of PVC Conduit pipes and PVC Bends including fixing of junction box, deep junction box and fan box where ever required including cutting chases as per requirement in walls and slabs of the building including fixing of pipes with M.S hooks/binding wires as required for electrification circuits at all floor levels as per drawing and the direction of Engineer-in-charge. (For Wiring of light pt., fan pt., exhaust points, 3/5 pin 05/06 Amp.Switch & Sockets, 5 pin 15/16 Amp.Switch & Sockets, Air Wiring, Telephone Wiring, T.V Wiring, Data Wiring, Main Circuit Wiring and Sub Mains.)				
	a) 3/4" PVC Conduit Pipe with Bend	MTR	600		
	b) 1" PVC Conduit Pipe with Bend	MTR	4000		
	c) 1 1/2" PVC Conduit Pipe with Bend	MTR	200		
39	Labour for fixing of M.S Module Boxes including Cutting chases in the wall as per drawing and the direction of Engineer-in-charge.				
	a) 2- Module Box	NO.	92		
	b) 3- Module Box	NO.	120		
	c) 6- Module Box	NO.	32		
	d) 8- Module Box	NO.	24		
	e) 12- Module Box	NO.	42		
40	Labour for fixing of verticle type TPN MCB distribution board of sheet steel for 415 volts as per drawing and the direction of Engineer-in-charge.				
	8-way (4 + 24) Double door	NO.	8		
41	Labour for fixing of single pole and neutral, sheet steel, MCB distribution board, 240 volts as per drawing and the direction of Engineer-in-charge.				
	8 way, Double door	NO.	2		

B)	Plumbing & Sanitary works (excluding cost of material)				
42	Labour for fixing 3 layer PP-R (Poly propylene Random copolymer) pipes SDR 7.4 UV stabilized and anti-microbial fusion welded, having thermal stability for hot and cold water supply including all PP-R plain and brass threaded Polypropylene random fittings I/C fixing the pipe with clamps at 1.00m spacing. This includes cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer-in-charge (concealed work including cutting chases and making good the walls etc)				
	PN-16 pipe, 25mm OD	RM	270		
43	Labour for fixing 3 layer PP-R (Poly propylene Random copolymer) pipes SDR 7.4 UV stablized and anti-microbial fusion welded, having thermal stability for hot and cold water supply including all PP-R plain and brass threaded Polypropylene random fittings I/C trenching, refilling and testing of joints complete as per direction of Engineer-in-charge. (External work)				
	PN-16 pipe, 40mm OD	RM	80		
	PN-16 pipe, 50mm OD	RM	60		
	PN-16 pipe, 75mm OD	RM	50		
	PN-16 pipe, 90mm OD	RM	48		
44	Labour for fixing, Testing & Commissioning of full way lever operated PPR Ball Valves tested to a high pressure rating (at all floors).				
	40mm OD	No	32		
	50 mm OD	No	2		
	75 mm OD	No	8		
	90 mm OD	No	4		
45	Labour for fixing on surface/ wall face UPVC rain and sewer pipes conforming to IS: Type A including jointing with leaving 10 mm gap for thermal expansion (i) single socketed pipes along with all required fittings like tees, bends, crosses with or without access doors jointed with approved solvent cement as per manufacturer's				

	recommendations, fixed to walls and ceilings with clamps complete including cutting and making good the walls and ceilings where required complete as per direction of Engineer in Charge.				
	110 mm outer dia (6 KG PRESSURE/ cm2)	RMT	225		
46	Labour for fixing, jointing and testing of UPVC NANI Traps formed out of bore 'P' trap with 50 mm water seal, setting in 1:2:4 mix cement concrete block or clamping to the wall or suspending with the ceiling including cutting and making good the walls and floors wherever required (at all floors)				
	110 mm inlet and 110 mm outlet.	No.	8		
47	Labour for fixing Heavy class SS grating (SS 304) grade with Cockroach proof SS strainer of approved design including setting in floor with cement mortar to match with floor finish as per architect requirement suitable for waster FD & FT (at all floors).	No.	8		
	Size 110 mm dia				
48	Labour for fixing Heavy class M.S. grating of required pattern for rain water outlets at terrace including cutting and making good the floor with cement mortar mixed with water proofing compound.	No.	5		
	Size 150 mm dia				
49	WC cum Bathroom fitting complete including laying of PVC/CPVC/PPR/CI/GI/Composite Pipes and fittings inside the periphery of Toilet, fitting of taps, washbasin, washbasin mixer, European seat cistern, shower, towel rail, towel ring, looking glass, glass shelf and soap dish, geyser, gratings, angle valve etc and testing of the system complete.	No.	16		
50	Labour for fixing Salem stainless steel A ISI 304(18/8) Kitchen sink as per I.S. 13983 with C.I. brackets and stainless steel plug 40mm incl. PVC flexible waste pipe, waste fittings, C.P. brass coupling and C.P. Brass grating with hole of required dia incl.				

	Painting of fittings and brackets, cutting and making good the walls wherever required				
	Kitchen sink without drain board 610x460 mm bowl depth 200 mm	No.	8		
51	Labour for fixing, testing & commissioning of C.P. brass wall mounted sink mixer with C.P. wall flange, overhead swinging spout complete as required and making good all necessary wall cutting / chasing complete as per direction of Engineer in Charge.	No.	8		
52	Labour for fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931 a) 15 mm nominal bore.	No.	16		
53	Labour for fixing of C.P. Brass soap dish	No.	8		
54	Labour for fixing of C.P. Brass Towel ring.	No.	8		
55	Labour for fixing C.P. brass short bib cock of approved quality conforming to IS:8931 15 mm nominal bore	No.	8		
56	Labour for lifting, placing and fixing on terrace (at all floor levels) polyethylene water storage tank with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes and with T fittings and construction of base support for tanks complete job including testing of joints.				
	a) 5000 ltr capacity Triple layer	No.	2		
	b) 2000 ltr capacity Triple layer	No.	2		
C) Supply of material as per actual consumption					
57	Supply of following material required for the construction of the building (as per consumption)				
	a) River Sand (Coarse/Fine)/Crushed Dust	CFT	32500		
	b) Crushed Stone Aggregate				
	i. 10-20mm nominal size	CFT	28700		
	ii. 40mm nominal size & above	CFT	6100		
	c) Boulders/Stone of size 15cm to 22.5cm	CFT	3750		

For Contractor

Section 8

CONTRACT FORMS

SECURITIES AND OTHER FORMS

SECTION -8

[on letterhead paper of the employer]

Letter of Acceptance

..... date.

To: *Name and address of the contractor*

Subject: *Notification of Award Contract No.*

Dear Sir

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Contract Agreement

THIS AGREEMENT made theday of,, between *name of the employer*. (hereinafter "the Employer"), of the one part, and *name of the contractor*. (hereinafter "the Contractor"), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Contract Agreement,
 - (b) the Letter of Acceptance,
 - (c) the Letter of Technical Bid,
 - (d) the Letter of Price Bid,
 - (e) the Particular Conditions of Contract – Part A,
 - (f) the Particular Conditions of Contract – Part B,
 - (g) the Specifications,
 - (h) the Drawings,
 - (i) the completed Schedules including Bill of Quantities, and
 - (j) any other documents shall be added here.¹
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *name of the borrowing country*. on the day, month and year indicated above.

Signed by
.....

Signed by
.....

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

¹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 13.8).

Performance Security

..... *Bank's name, and address of issuing branch or office*²

Beneficiary: *Name and address of the employer*

Date:

Performance Guarantee No.:

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

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

At the request of the Contractor, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*³ (. *amount in figures*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of ,⁴, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*), except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁵

.....
Signature(s) and seal of bank (where appropriate)

² All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
³ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer.
⁴ Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
⁵ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.