

**Shri Mata Vaishno Devi Shrine Board, Katra**



## **BID DOCUMENT**

**For**

**Providing and Fixing of Aluminium Doors &  
Windows(Frames & shutters) for UG Hostel  
Block-I**

**Of**

**SMVDCoN at Kakryal, Katra.**

**CHIEF ENGINEER  
SMVDSB, KATRA**



### **Notice Inviting Tenders**

For and on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, **Executive Engineer, SMVDIME, Kakryal, Katra** invites sealed tenders on prescribed format, affixed with revenue stamps worth Rs.6/- and accompanied by Earnest Money Deposit (EMD) of prescribed amount, in the shape of CDR / TDR pledged to the Chief Accounts Officer, SMVDSB, Katra, from the eligible firms/ contractors for the following work:-

<b>S. No</b>	<b>Description of Work</b>	<b>Cost of Work</b>	<b>Completion Time</b>	<b>EMD</b>	<b>Class of Contractor</b>
1	Providing and Fixing of Aluminum Doors & Windows (Frames & Shutters) for UG Hostel Block-I of SMVDCoN at Kakryal, Katra.	Rs. 50.00 Lakh	150 Days	Rs.1.00 lakhs	"A" Class registered contractor/firm with State PWD/CPWD/MES/Railways or equivalent

The Bid Documents containing detailed terms and conditions can be obtained on any working day from the Office of the Executive Engineer, SMVDIME, Kakryal, Katra, against payment of Rs. 500.00 (Non-transferable and non-refundable) in the shape of Demand Draft favouring Chief Accounts Officer, SMVDSB and payable at Katra. The Bid Documents can also be downloaded from the website [www.maavaishnodevi.org](http://www.maavaishnodevi.org). In case of downloaded Tender Form, the cost of Tender Documents in the shape of Demand Draft favouring Chief Accounts Officer, SMVDSB, Katra must accompany the Tender.

No: SMVDIME/EE/T/01  
Dated: 24.11.2018

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**Executive Engineer**  
**SMVDIME, Kakryal, Katra**

**LIST OF IMPORTANT DATES**  
**PRESS NOTICE**  
**NOTICE INVITING TENDERS**

**LIST OF IMPORTANT DATES**

**Name of Work** :Providing and fixing of Aluminum Doors & Windows (Frames & Shutters) for UG Hostel Block-I of SMVDCoN, at Kakryal, Katra.

**Completion Period for construction : 150 Days**

**Defect liability Period is one year after construction**

1. Date of Issue of Notice Inviting Bid	24.11.2018
2. Sale of Bidding Documents/Downloading from web site <a href="http://www.maavaishnodevi.org">http://www.maavaishnodevi.org</a>	26.11.2018
3. Time, Date and Place of Pre-bid Meeting	05.12.2018 at 11:30 A.M
	Place:- Office of the Executive Engineer, SMVDIME, Kakryal, Katra
4 Last date for submission of complete Bids	21.12.2018 (02:00 P.M)
5. Time & Date of opening of technical Bids	21.12.2018 (03:00 P.M) or any other date convenient to employer.
6. Time and Date of Opening Financial Bids	Shall be communicated later to technically qualified bidders only
7. Place of Opening Bids	Address:- Office of the Chief Engineer, SMVDSB Kalika Dham, Jammu.
8. Bid Validity	(120 days)
9. Officer Inviting Bids	Designation: <b>Executive Engineer, SMVDIME.</b>
	Address:- Office of the Executive Engineer, SMVDIME, Civil Wing, Kakryal, Katra -182121

## **BIDDING DOCUMENT**

Name of Scheme	Providing and Fixing of Aluminum Doors & Windows (Frames & Shutters) for UG Hostel Block-I of SMDCoN, at Kakryal, Katra.
Tender No	SMVDIME/EE/T/01 Dated:- 24.11.2018
Estimated Cost	Rs. 50.00 Lakhs
Issued to	M/s

**Executive Engineer  
SMVDIME, Kakryal**

## Contents of Bid Document

<b>SECTION -1</b>	<b>INSTRUCTIONS TO BIDDERS</b>
<b>SECTION -2</b>	<b>BID DATA SHEET</b>
<b>SECTION -3</b>	<b>EVALUATION AND QUALIFICATION CRITERIA</b>
<b>SECTION - 4</b>	<b>BIDDING FORMS</b>
<b>SECTION - 5</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>
<b>SECTION -6</b>	<b>PARTICULAR CONDITIONS OF CONTRACT</b>
<b>SECTION -7</b>	<b>BILL OF QUANTITIES</b>
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# **SECTION 1**

## **INSTRUCTIONS TO BIDDERS**

## SECTION-I INSTRUCTIONS TO BIDDERS (ITB)

**Table of Clauses**

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## **INSTRUCTION TO BIDDERS**

### **A. GENERAL**

#### **1) Scope of Bid**

1.1 The Employer (named in Bid Data Sheet) invites bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in the bid Data Sheet.

1.2.1 The successful bidder will be expected to complete the works by intended completion date specified in the Bid Data Sheet.

1.2.2 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tender/,bid/tender, bidding/tendering etc.) are synonymous.

#### **2) Source of Funds**

2.1 The expenditure on the budget will be met from the budget of **SMVDSB**.

#### **3) Eligible Bidders**

3.1 This Invitation for Bids is open to individual /Partnership firms/Private Limited Companies meeting the pre qualification requirement given in Section -3.

3.2 All Bidders shall provide in Section-2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated nor has been associated directly or indirectly, with the consultant M/S Planet-3 Studios Mumbai, a firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the work, and any of its affiliates, shall not be eligible to bid.

#### **4) Contents of Bidding Document**

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

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

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)

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

Section 5 - General Conditions of Contract (GCC)

Section 6 - Particular Conditions of Contract (PCC)

Section 7- Contract Forms

Section 8 – Bill of quantities ( BOQ)

Section 9- Drawings



- 4.2 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the NIT.
- 4.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 4.4 A prospective Bidder requiring any clarification on the Bidding Document shall contact Employer in writing at the Employer's address indicated in the Bid Document or raise his inquiries during the pre-bid meeting if provided. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 15 days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document as mentioned in the BID Document including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the defined procedure.
- 4.5 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 4.6 The Bidder or Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 4.7 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 4.8 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum not through the minutes of the pre bid meeting.
- 4.9 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

## **5.0 Amendment in the Bid Document**

- 5.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer.
- 5.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids.

## **6.0 Preparation of Bids**

- 6.1** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **7.0 Language of Bid**

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language.

## **8.0 Documents Comprising the Bid**

- 8.1** The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 8.2 and the other the Price Bid containing the documents listed in ITB 8.3, both envelopes enclosed together in an outer single envelope.

- 8.2** The Technical Bid shall comprise the following:

- i) Letter of Technical Bid;
- ii) Bid Security, in accordance with ITB 14;
- iii) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with
- iv) Documentary evidence in accordance with ITB 12, establishing the Bidder's qualifications to perform the contract;
- v) Technical Proposal in accordance with ITB 11
- vi) Any other document required in the Bid Submission.

- 8.3** The Price Bid shall comprise the following:

- i) Letter of Price Bid;
- ii) Completed Price Schedules,
- iii) Any other document required as per Bid document

## **9.0 Letters of Bid and Schedules**

The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the Bid Document submission.

## **10.0 Bid Prices and Discounts**

The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below:

- 10.1 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. ***Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.*** The rates shall be quoted in both words and figures. If there is any discrepancy in words and figures, the lowest value of the two shall be taken into account.
- 10.2 The price to be quoted in the Letter of Price Bid, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 10.3 The Bidder is free to quote any discounts in the Letter of Price Bid. The total bid price in the letter of Price Bid shall be taking into account such discounts.
- 10.4 All duties, taxes, and other levies payable by the Contractor under the Contract including GST, or for any other cause, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 10.5 The Rates quoted shall be fixed for the duration of the contract. No escalation on materials, labour, POL or any other component etc. shall be paid.
- 10.6 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be in Indian Rupees.

## **11.0 Documents Comprising the Technical Proposal**

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

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

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

## **13.0 Period of Validity of Bids**

- 13.1 Bids shall remain valid for the period specified in the Bid Data Sheet ( BDS) after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The

request and the responses shall be made in writing. The bid security shall also be extended 45 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security.

#### **14.0 Bid Security**

- 14.1 The Bidder shall furnish as part of its Bid, in original form, a bid security as specified in the BDS.
- 14.2 The bid security shall be, at the Bidder's option, in any of the following forms:
- i) Deposit at Call Receipt from any scheduled Indian bank approved by Reserve Bank of India.
  - ii) Fixed Deposit receipt issued by any scheduled Indian bank approved by Reserve Bank of India.
  - iii) Bank Guarantee from any scheduled Indian bank approved by Reserve Bank of India.
- 14.3 The bid security shall be valid for a period 45 days beyond the validity date of the bid.
- 14.4 Any bid not accompanied by an acceptable Bid security and not secured as defined in the Bid Document shall be rejected by the Employer as non-responsive.
- 14.5 The bid security of unsuccessful bidders shall be returned after the contract is allotted to the successful bidder.
- 14.6 The Bid Security of the Successful bidder will be discharged when the bidder has signed the agreement, furnished the performance security and the verification of the performance security instrument from the issuing bank.
- 14.7 The bid security may be forfeited
- a) If the bidder withdraws the bid after bid opening during the period of bid/Extended period of Bid.
  - b) In case of a successful bidder if the bidder fails to i) sign the agreement and/or Furnish the required performance security within the specified time limit.

#### **15.0 Format and Signing of Bid**

15.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid comprising the Bid clearly mark it "TECHNICAL BID" and "PRICE BID."

15.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a

written confirmation in this regard and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid shall be signed or initialed by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as mentioned in the request letter. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

15.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

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

##### **16.0 Sealing and Marking of Bids**

**16.1** Bidders may always submit their Bids by mail viz. By Speed Post/ Courier only. Procedures for submission, sealing, and marking are as follows:

Bidders submitting Bids by mail shall enclose the Technical Bid, the Price Bid, in separate sealed envelopes, duly marking the envelopes as "TECHNICAL BID," "PRICE BID," These envelopes, shall then be enclosed in one single envelope.

The Bid Security and the cost of Bid Document (if down loaded from the SMVDSB website) shall be sealed in a separate envelope marked BID SECURITY AND COST OF BID DOCUMENT. This envelope shall be placed in the envelope of TECHNICAL BID before sealing the TECHNICAL BID Envelope.

16.2

- i) The inner and outer envelopes shall bear the name and address of the Bidder;
- ii) be addressed to the Employer at the address mentioned in the Bid Document;
- iii) bear the name of work, Bid no and date and Date of receiving of Bids;
- iv) bear the name of the bidder, complete address with Pin code , email id and contact nos.

16.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid.

The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer.

16.4 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

## **17.0 Deadline for Submission of Bids**

**17.1** Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

**17.2** The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **18.0 Late Bids**

**18.1** The Employer shall not receive any Bid that arrives after the deadline for submission of bids. Any bid received by the Employer if due to oversight by the receiving staff after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

## **19.0 Withdrawal, Substitution, and Modification of Bids**

**19.1** A Bidder may withdraw or modify its Bid – Technical or Price – after it has been submitted, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization. The modification of the Bid must accompany the respective written notice. All notices must be received by the Employer no later than the deadline prescribed for submission of Bids in the Bid Document. All modified bids shall be submitted well before the last date and time of submission of bids mentioned in the bid document.

**19.2** Bids requested to be withdrawn shall be returned unopened to the Bidders.

**19.3** No Bid shall be allowed to be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

## **20.0 Bid Opening**

**20.1** The Employer shall open the Technical Bids at the address, on the date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation on the consensus of all attending the bid opening process.

**20.2** All envelopes holding the Technical Bids shall be opened one at a time.

**20.3** The envelopes containing the EMD and Cost of Bid Document shall be opened there upon.

**20.4** The other envelopes holding the Technical Bids of only those bidders shall be opened who have submitted both EMD and Cost of Bid document, shall then be opened.

**20.5** All Financial bid envelopes shall be signed by each member of Bid opening committee and shall be sealed in a single envelope. This envelope shall be sealed and signed by all members of Bid opening committee and the Bidders present during the Bid opening process.

**20.6 The Technical bids shall be then examined and evaluated.** At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

**20.7** The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

#### **21.0 Clarification of Bids**

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

#### **22.0 Correction of Arithmetical Errors**

During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.

## **23. Confidentiality**

- 23.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 23.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.



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

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

## **25. AWARD OF CONTRACT**

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

### **25.1 Notification of Award**

Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

## **26. Performance Security**

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

26.2 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.

## **27. 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.

# **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 ( ITB)

ITB No	Information
1.1	No. of Invitation for Bid (IFB) is SMVDIME/EE/T/01, dated 24.11.2018
1.1	The name of work is: <b>Providing and Fixing of Aluminum Doors &amp; Windows (Frames &amp; Shutters) for UG Hostel Block-I of SMVDCoN, at Kakryal, Katra.</b>
1.1	The Employer is: <b>Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra or any other officer authorized by the Chief Executive Officer.</b>
1.2	<b>Time of Completion is:-</b> 150 days from the date of issue of LOA
4.4	For clarification purpose, please contact : <b>Executive Engineer, Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal, Katra</b> Name : <b>Sunil Thusu</b> Address : <b>Office of the Executive Engineer, SMVDIME, Shri Mata Vaishno Devi Narayana Superspeciality Hospital, Kakryal Katra ( J&amp;K),</b> Pincode 182121 Email : <b>xensmvdime@maavaishnodevi.net</b> Mobile : <b>9906019451</b>
4.6	A pre-bid meeting shall take place on Date 05.12.2018 Time:...11:30 Hrs. Venue:- Office of the Executive Engineer, SMVDIME, Civil Wing, Kakryal, Katra.
8.2	<b>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.</b>
8.2	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.
10.1	The units and rates in words and figures shall be type written only.
13.1	Bid validity period is 120 days from the last date of bid submission date.
14.1	Bidder shall furnish a bid security for an amount of Rs. 1.00 lakhs in the shape of FDR/CDR from form any scheduled bank approved by Reserve Bank of India pledged in the name of <b>Chief Accounts Officer, SMVDSB, Katra.</b>
14.3	Validity of Bid security shall be 45 days beyond the date of validity of bid.
16.2	For Bid submission, the employer address is:- <b>Office of the Chief Engineer, SMVDSB, Kalika Dham Building,</b>

	<b>Railway Road, Near Railway Station ,Jammu. Pin code :180012</b>
17.1	The dead line for submission of Bid is Date :21.12.2018 Time:14:00 Hrs by Registered Post/Speed Post/Courier only.
20.1	Opening of Technical Bid shall take place ; Date :21.12.2018 Time: 15:00 Hrs or any other date convenient to tender opening committee. Venue: Office of the Chief Engineer, SMVDSB, 4 <sup>th</sup> floor, Kalika Dham, Railway Road, Jammu.
20.1	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 11 and ITB 12, 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 three 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 three out of the last five financial years, (2013-14 to 2017-18) not less than 40% 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 three years.
- (ii)** Having satisfactorily completed/substantially completed at least one similar work i.e Providing and Fixing of Aluminum Doors & Windows (Frames & Shutters) with Govt./Semi Govt. Department/Shri Mata Vaishno Devi Shrine Board whose value is at least 80% of the proposed contract during last five years.

**Or**

Having satisfactorily completed at least two similar works i.e Providing and Fixing of Aluminum Doors & Windows (Frames & Shutters) with Govt./Semi Govt. Department/Shri Mata Vaishno Devi Shrine Board each having a value at least equal to 40% of the proposed contract.

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

The work should have been executed by the applicant as a sole contractor only.

**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 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	Diploma in Civil Engineering+ 3 Years Exp	1

(b) 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.

(c) 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 installation 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 three years i ,e 2013-14 to 2017-18 duly certified by the Chartered Accountant
- 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 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) Evidence of access to line(S) of credit and availability of other financial resources facilities (20% of contract value), certified by the Bankers (Latest)
- (j) Undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work..
- (k) Authority to seek references from the Bidder's bankers;
- (l) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- m) Affidavit on Correctness of information submitted with the Bid.
- n) Bidder shall furnish proof of latest returns in GST-3/GSTR-3B.
- o) The proposed methodology and programme of construction ( Bar Chart), 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.

**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

**Note-**

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

**Note**

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 (incl. O&M Cost for 5 years) 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

<b>1.1</b>	constitution or legal status of Bidder  Place of registration  Principal place of business  Power of attorney of signatory of Bid	<b>(attach copy)</b>  <hr/> <hr/> <hr/>
<b>1.2</b>	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.**	<b>(Rs. in lakhs)</b> <b>Year 2013-14</b> <b>Year 2014-15</b> <b>Year 2015-16</b> <b>Year 2016-17</b> <b>Year 2017-18</b>

**1.3. Work performed as a sole contractor (in the same name & style) on Electro-mechanical 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)	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)	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.

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1.6 Name, address, and telephone, email id/ids of bank/banks that may provide references if contacted by the Employer.

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1.7 Information on current litigation in which the Bidder is involved.

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

1.8 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 <b>Contract</b> . 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.

1.11 Quality Assurance Programme.(to be framed in accordance with the requirements /guide lines/prevalent practices)

**2. Additional Requirements**

2.1 Bidders should provide any additional information required to fulfill the requirements of **Clause 4 of the Instructions to the Bidders, if applicable.**

- (i) Affidavit on correctness of information.
- (ii) Undertaking.

**3.0. Litigation History:-**

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

(BID Validity)

**UNDERTAKING**

**Name of work: Providing and Fixing of Aluminum Doors & Windows (Frames & Shutters) for UG Hostel Block-I for SMVDCoN, at Kakryal, Katra.**

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.**



(Credit facility)

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.2 (I) OF ITB)

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_  
is a reputed company with a good financial standing. If the contract for the work, namely  
\_\_\_\_\_ is awarded to the above firm, we shall  
be able to provide overdraft/ credit facilities to the extent of Rs. \_\_\_\_\_ to  
meet their working capital requirements for executing the above contract during the contract  
period.

(Signature)

Name of the officer  
Designation of Officer  
Name of Bank  
Address of the Bank  
Contact No:  
Email-id :

**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. \_\_\_\_\_
3. 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.
4. 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 state 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 Jammu and Kashmir arbitration act 1997 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 28days 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 also be responsible for design and execution of Temporary works viz. shuttering scaffolding and other supporting arrangements etc.

The contractor shall also submit to Engineer "AS built Drawings" and if applicable "Operation and Maintenance manual" in sufficient detail for the employer to operate, maintain, dismantle etc. any part in future.

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 **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 fencing, 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.

#### **4.4 Insurance**

4.4.1 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.

4.4.2 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.

4.4.3. 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.

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



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

#### **4.5 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.

#### **4.6 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.

#### **4.7 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.

#### **4.8 Labour Laws**

The contractor shall comply with all the prevalent labour laws prevalent in the state 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.

#### **4.9 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.

#### **4.10 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. The contractor shall take this into account while quoting the prices.

#### **4.11 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.

#### **4.12 Royalties**

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

#### **4.13 Electricity, Water etc.**

The contractor shall be responsible for provision of power, water and other services he may require for his construction activities. However, if available, the contractor shall be entitled to use for the purpose of works such supplies on cost basis at the prevalent rates of consumption fixed by the line departments. The contractor shall pay this amount to Employer or else the same shall be deducted from the interim payments due to the contractor.

#### **4.14 Sub Contracting**

The contractor may sublet only a part of the work only after seeking approval of the Engineer in writing. The contractor is not allowed to sublet whole work. If it comes to the knowledge of the Employer that whole work has been sublet, the contract shall be terminated and the performance security shall be forfeited.

The contractor shall pay to the sub contractor the amounts shown in the invoices raised by the sub contractor to the contractor.

Before passing the payment of the contractor which includes the amount payable to the sub contractor, the Engineer may request the contractor to supply reasonable evidence that the nominated sub contractor has received all amounts due to him in accordance with previous payment certificates.

In case the contractor fails to pay the sub contractor, / fails to submit an evidence of payment to the sub contractor, the Employer may at his sole discretion , pay directly to the sub contractor after deducting the amount from the contractor's bills.

**The contractor shall ensure that the requirements imposed on the contractor by way of various clauses of the contract agreement apply equally to the sub contractor.**

#### **4.15 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 28 days 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 issued by the Engineer.

#### **4.16 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.

#### **4.2 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 Mile stones and Penalty for Delays**

#### **6.1 Interim Penalties:**

The contractor shall have to ensure the progress of work as per the Schedule given below. The contractor shall prepare his construction program keeping in view the following mile stones. The progress of work shall be monitored regularly and in case of short falls in the progress, interim penalties shall be withheld from the interim bills of the contractor. The mile stones for completion of work are as under:-

At 1/5 time of stipulated completion	15% of financial achievement
At 2/5 time of stipulated completion	35% of financial achievement
At 3/5 time of stipulated completion	60 % of financial achievement
At 4/5 time of stipulated completion	80% of financial achievement
At stipulated completion period	100% of financial achievement

Every short fall of progress in each milestone shall be penalized @ 10 % of the amount of shortfall in the scheduled financial progress during the period. The interim penalty shall however be released if the next milestone is achieved. Otherwise the retained amount shall be adjusted against final penalty imposed at the time of completion of work or at the time of termination of contract if invoked.

These penalties shall not relieve the contractor from his obligation to complete the works or from any other duties ,obligations or responsibilities which he has under the contract.

#### **6.2 Final Penalty**

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 as defined below:

1. For 30 days delay beyond the completion date : 2.5 % of the Initial contract value
2. For 60 days delay beyond the completion date : 5.0 % of the Initial contract value
3. For 90 days delay beyond the completion date : 10.0 % of the Initial contract value

After expiry of 90 days from the time of completion, the contract shall be terminated, determined, closed and work taken up through alternate means. All determinations of the employer shall be recovered from the Performance security, retention money and any other amounts due/ payable to the contractor from this work or any other work under execution in SMVDSB.

## **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. In case the payment is not released to the contractor within 30 days since the certification of bill of the contractor, a simple interest @ 5% of the payment amount shall be payable to the contractor. 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 with in 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 material and 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 15%, 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 of 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 his manpower and machinery to the site of work within 30 days of issue of LOA, 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 complete the work even after expiry of 90 days period from the stipulated completion date as per clause 6.2
- vii) Fails to comply the requirements of Notice served to him as per clause 13.1
- viii) Abandons the work for more than 15 days without any reasonable and genuine reason and without informing to the Engineer.
- ix) Plainly demonstrates the intention not to continue performance of his obligations under the contract by any of his act.
- x) Becomes bankrupt or insolvent
- xi) 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
- 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.

In any of these events or circumstances, the Engineer/Employer may upon giving 14 days notice to the contractor terminate the contract and expel the contractor from the site. However in case of point xi and xii, the employer may terminate the contract immediately without any notice.

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 the 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 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 Jammu and Kashmir Arbitration act 1997.

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# **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.
4.15	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.
4.4.2	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.
5.10	Time of Completion	150 days reckoned from sixteenth day from the date of issue of LOA.
9.0	Defect Liability period	Defect liability period shall be:- 1. Defect liability period shall be 365 days from the date of handing over the work to Engineer.
12.8	Retention Money	Retention money shall be deducted @ 5% from each bill.
16.0	Dispute Review Expert	Sh. M.M Gupta, Chief Engineer SMVDSB.

## PARTICULAR CONDITIONS OF CONTRACT- PART B

### SPECIAL CONDITIONS OF CONTRACT

#### 1. 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.

#### 2. COMPLIANCE WITH LABOUR REGULATIONS

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

### SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are: (i) Pension or family pension on retirement or death, as the case may be.(ii) Deposit linked insurance on the death in harness of the worker. (iii) Payment of P.F. accumulation on retirement/death etc.

- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the contractor fails to provide, the same are required to be provided, by the principal employer by law. The principal employer is required to take certificate of registration and the contractor is required to take license from the designated officer. The Act is applicable to the establishments or contractor of principal employer if they employ 20 or more contract labour.
- f) **Minimum Wages Act 1948:** The employer is supposed to pay not less than the minimum wages fixed by appropriate government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, and runways are scheduled employments.
- g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly setup establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out become illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes

applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 1% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodation for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.



## **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 J&K 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 Jammu and Kashmir Arbitration and Conciliation Act 1997. 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 State.
  - 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.
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, supervision, materials, 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.
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, lift and lead 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. If the bidder does not quote for any item, it shall be got executed but not paid for.

10. 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, including project sign board all shall be part of work and shall not be paid extra.
11. All specifications of work shall be as per CPWD book of specifications latest version.

**Name of Work:- "Providing and fixing of Aluminium Doors & Windows (Frames & Shutters) for UG Hostel Block-I of SMVDCoN at Kakryal, Katra**

**BOQ**

			<b>Tendered Cost</b>		<b>Rs. 50.00 Lakh</b>
<b>S.No</b>	<b>Description of Items</b>	<b>Qty</b>	<b>Units</b>	<b>Rate to be quoted by the vendor</b>	<b>Amount</b>
<b>1</b>	Providing and Fixing partially fixed and partially openable windows/doors with stainless steel wire mesh shutters for the openable area, powder coated sections with specified colour as per Engineer-Incharge's directions to 50-60 microns Aluminium extruded sections of approved make from Jindal/Bhoruka/Hindalco as per drawings and glazing with 5 mm thick clear glass confirming to IS-733 and IS-1285 comprising of 6063 alloy and tempering T-6. The section mentioned below are indicative only for the size and running metre weight. However any equivalent section from any of the extruder mentioned above can be used. Outer frame sections BH-9093 with an average weight of 1.08 kg/mt, Mullion section as BH-9092 and with an average weight of 1.672 kg/mt, openable shutter section BH-8073 with an average weight of 0.586 kg/mt, door section as BH-0038 with an average weight of 1.05 kg/mt, door bottom as BH-8629 with an average weight of 1.33 kg /mt and aluminium snap on beading for openable window as BH-8074 with an average weight of 0.15 kg/mt and snap on beading for openable door as BH-8602, with an average weight of 0.26 kg/mtr or equivalent complete in all respects including perimeter sealant from Dow corning, Handles, Stays, Locks, Tower Bolts, Hinges and other accessories required as per architectural drawings and the directions of Engineer in charge including necessary scaffolding if required to complete the job.	400	Sqm.		
<b>2</b>	Providing and Fixing partially fixed and partially openable windows/doors with stainless steel wire mesh shutters for the openable area, powder coating sections with specified colour as per Engineer-Incharge's	60	Sqm.		

	<p>directions to 50-60 microns Aluminium extruded sections of approved make from Jindal/Bhoruka/Hindalco as per drawings and glazing with 5 mm thick frosted glass confirming to IS-733 and IS-1285 comprising of 6063 alloy and tempering T-6. The section mentioned below are indicative only for the size and running metre weight. However any equivalent section from any of the extruder mentioned above can be used. Outer frame sections BH-9093 with an average weight of 1.08 kg/mt, Mullion section as BH-9092 and with an average weight of 1.672 kg/mt, operable shutter section BH-8073 with an average weight of 0.586 kg/mt, door section as BH-0038 with an average weight of 1.05 kg/mt, door bottom as BH-8629 with an average weight of 1.33 kg /mt and aluminum snap on beading for operable window as BH-8074 with an average weight of 0.15 kg/mt and snap on beading for operable door as BH-8602, with an average weight of 0.26 kg/mtr or equivalent complete in all respects including perimeter sealant from Dow corning, Handles, Stays, Locks, Tower Bolts, Hinges and other accessories required as per architectural drawings and the directions of Engineer in charge including necessary scaffolding if required to complete the job.</p>				
3	<p>Providing and fixing powder coated sections of specified shade as per Engineer-Incharge's directions (50-60 micron) aluminium door frame (Chowkhat) of section 101.60mm x 44.5mm x 2.5mm thick (JINDAL/ Bhoruka/Hindalco 9287) or equivalent in door openings as per architectural drawing including the cost of Architrave (Beading) and PVC seal with hard wood insertion on hinges side section and cost of 25 mm x25mm Powder Coated T-Section for filling of gaps between the wall and frames as per drawings or directed by Engineer-In-Charge.</p>	1600	Rmt.		
4	<p>Providing and fixing of 5 mm thick frosted glass of make Saint Gobain/Gold Plus/Modi in Door/Windo frame as per the direction of Engineer In-charge</p>	100	Sqm.		
5	<p>Providing and fixing 35 mm thick flush door shutters, non-decorative type, core of block board construction, well matched ply of make <b>Century/Duro/Guntier/Orchid</b> laminated on both faces of shutters with 10 mm thick TW lipping on the edges; all round the shutter</p>	475	Sqm.		

	including SS Ball Bearing Hinges (3 or 4 Nos) for each door butt hinges with necessary SS screws etc. and one rubber buffer behind the door for works up to all leads and at all heights of levels as per directions of the Engineer In-Charge including the cost of lacquer polish on lipping and laminate 1.0 mm thick of make <b>Orchid/Green/Merino</b> and shade to be approved by the Engineer In-Charge, on both sides (one face of shutter to be measured for payment).				
6	Providing and fixing Aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701mm to 1000mm) with double speed adjustment with necessary accessories and screws etc. complete.	140	Nos		
7	Providing and fixing Aluminum sliding bolts, ISI marked (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with nuts and screws complete 250 x 16mm size.	220	Nos		
8	Providing and fixing Aluminum hanging floor door stopper (Twin rubber stopper) ISI marked anodized (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour and shade. a) Door Stoppers	220	Nos		
9	Providing and fixing Aluminum handles ISI marked anodized (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with necessary screws etc. complete 200mm size.	440	Nos		
10	Providing and fixing Aluminum tower bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with necessary screws etc. complete 200 x 10mm.	440	Nos		
11	Providing and fixing double action hydraulic floor spring of approved brand and manufacture IS:6315 marked for doors including cost of cutting floors as required, embedding in floors and cover plates with brass pivot and single piece M. S. Sheet outer box with slide plate etc. complete as per the direction of Engineer-In-Charge with	4	Nos		

	stainless steel cover plate.				
<b>12</b>	Providing and fixing aluminum tubular handle bar 32mm outer dia, 3.0mm thick & 750 mm long with SS screws etc complete as per direction of Engineer-In-Charge. Polyester powder coated minimum thickness 50 Micron Aluminum Tubular Handle Bara	8	Nos		

**Contractor**



# **Section 8**

## **CONTRACT FORMS**

# SECURITIES AND OTHER FORMS

## SECTION -8

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*[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 the . . . . .day 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.<sup>1</sup>
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 .....

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

for and on behalf of the Employer  
in the presence of

for and on behalf the Contractor  
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

# Performance Security

..... Bank's name, and address of issuing branch or office<sup>2</sup> .....

**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<sup>3</sup> . . . . . ( . . . . . 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 . . . . . , . . . . .<sup>4</sup>, 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.<sup>5</sup>

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

## Note to Bidder

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- <sup>2</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
- <sup>3</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer.
- <sup>4</sup> 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."
- <sup>5</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.