



**OFFICE OF DEPUTY GENERAL MANAGER, UNIT-4th Jammu
ABBREVIATED NOTICE INVITING E-TENDER**

e-NIT No.:- JKPCC/-U-4th/J/ 02 of 2016-17 Dated – 25-07-2016

On behalf of the Managing Director, JKPCC Ltd. E-Tenders are invited from approved and eligible contractors/ firms registered with J&K Govt./ other States Govt./ CPWD/MES/ Railways/ BRO, etc for following work:-

S. No	Name of Work	Name Of Unit	Estimated Cost (in lacs)	Cost of document (in Rs.)	Earnest Money (in Rs.)	Time Allowed for completion	Class of Contractor	Position of Funds
1	2	3	4	5	6	7	9	
1.	Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).	JKPCC LTD. UNIT-4 TH JAMMU	Rs. 17,500	Rs. 15,000	@ 2% of the Estimated cost	03 years	A Class/ Special Class/ Firms	Demanded under CRF

Note:- Qualification criteria, critical dates, scope of work, tender documents, Drawings and all other terms and conditions can be seen and downloaded on www.jktenders.gov.in from 28.07.2016 (1000 Hrs) to 15.09.2016 (1600Hrs).

**Deputy General Manager,
JKPCC Ltd., Unit 4th,
Jammu.**



Regd. Office Kashmir
Haftchinar (Near Sher Gari Police Station)
Srinagar Kashmir- 190009
(Ph. No. 2436036, 2435780 Fax: 2311750)

J&K Projects Construction Corporation Ltd.

Regd. Office Jammu website www.jkpcc.com
Panama Chowk e-mail: info@jkpcc.com
Rail-Head Complex Jammu -180012 CIN: U45205JK1965SGC0002
(Ph. No. 2471407, 428, 440. Fax No. 2470432)

Office of the Deputy General Manager JKPCC Ltd. Unit 4th, Jammu.

CORRIGENDUM

Sub: Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF)"

Ref : e-NIT No: JKPCC/U-4th/J/02 of 2016-17 dated 25.07.2016

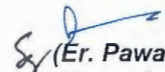
Invitation of Tender (on Page 3 of SBD)

S.No	Instead of	Read
2	The Bidding documents can be downloaded from the website http://jktenders.gov.in from 28.07.2016 (1000 Hrs) to 15.09.2016 (1600Hrs).	The Bidding documents can be downloaded from the website http://jktenders.gov.in from 28.07.2016 (1000 Hrs) to 20.09.2016 (1600Hrs).
3 a	A Pre-bid meeting will be held on 22.08.2016 at 1200 Hrs in the office of the General Manager JKPCC Ltd., Jammu to clarify the issues and to answer question on any matter that may be raised at that stage as stated in Clause 9 of instructions to bidder of the Bidding documents.	A Pre-bid meeting will be held on 27.08.2016 at (1200Hrs) in the office of the General Manager JKPCC Ltd., Jammu to clarify the issues and to answer question on any matter that may be raised at that stage as stated in Clause 9 of instructions to bidder of the Bidding documents.
b	The Bids shall be deposited in electronic format on the website http://jktenders.gov.in from 25.08.2016 (1000 Hrs) to 15.09.2016 (1600Hrs).	The Bids shall be deposited in electronic format on the website http://jktenders.gov.in from 30.08.2016 (1000 Hrs) to 20.09.2016 (1600Hrs).
d	Technical bids of bidders shall be opened online in the office of Managing Director JKPCC Ltd., Srinagar on 23.09.2016 at 1200 Hrs	Technical bids of bidders shall be opened online in the office of Managing Director JKPCC Ltd., Srinagar on 28.09.2016 at (1200 Hrs)

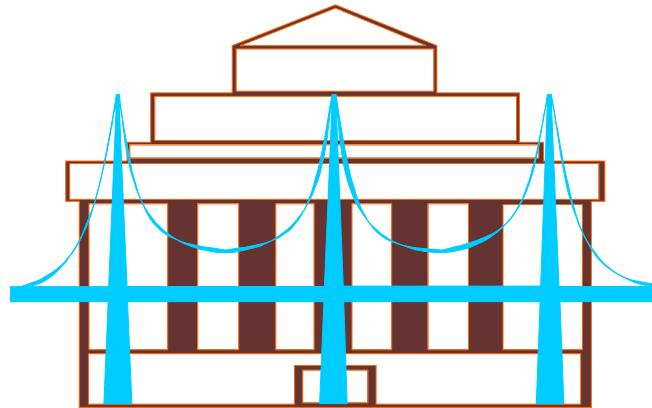
7	The original instruments in respect of cost of Documents, EMD/Bank Guarantee and relevant technical bid documents etc must be delivered to the Managing Director, JKPCC Ltd., Srinagar from 25.08.2016 to 20.09.2016 upto 1600 Hrs. If the office happens to be closed on the date of receipt as specified, the Documents will be received on the next working day at the same time and venue.	The original instruments in respect of cost of Documents, EMD/Bank Guarantee and relevant technical bid documents etc must be delivered to the Managing Director, JKPCC Ltd., Srinagar from 30.08.2016 to 26.09.2016 upto (1600 Hrs) . If the office happens to be closed on the date of receipt as specified, the Documents will be received on the next working day at the same time and venue.
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All other terms and conditions shall remain the same as already advertised vide above e-NIT.

NO. JK PCC/4-4th/3/639
 Dt. 03-08-2016


 (Er. Pawan Kumar)
 Deputy General Manager,
 JKPCC Ltd., Unit 4th,
 Jammu.

J&K PROJECTS CONSTRUCTION CORPORATION LTD.



STANDARD BIDDING DOCUMENT

For

Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).



**OFFICE OF DEPUTY GENERAL MANAGER, UNIT-4th Jammu
ABBREVIATED NOTICE INVITING E-TENDER**

e-NIT No.:- JKPCC/-U-4th/J/ 02 of 2016-17 Dated – 25-07-2016

On behalf of the Managing Director, JKPCC Ltd. E-Tenders are invited from approved and eligible contractors/ firms registered with J&K Govt./ other States Govt./ CPWD/MES/ Railways/ BRO, etc for following work:-

S. No	Name of Work	Name Of Unit	Estimated Cost (in lacs)	Cost of document (in Rs.)	Earnest Money (in Rs.)	Time Allowed for completion	Class of Contractor	Position of Funds
1	2	3	4	5	6	7	9	
1.	Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).	JKPCC LTD. UNIT-4 TH JAMMU	Rs. 17,500	Rs. 15,000	@ 2% of the Estimated cost	03 years	A Class/ Special Class/ Firms	Demanded under CRF

Note:- Qualification criteria, critical dates, scope of work, tender documents, Drawings and all other terms and conditions can be seen and downloaded on www.jktenders.gov.in from 28.07.2016 (1000 Hrs) to 15.09.2016 (1600Hrs).

**Deputy General Manager,
JKPCC Ltd., Unit 4th,
Jammu.**

Scope of work:-

Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtrs wide footpaths on both sides including sub-soil detailed investigation, approaches of length 2550 Mtrs (2250 Mtrs on Right side & 300 Mtrs on Left side) including earthwork cutting, RBM filling 12000 Cum, Edge wall 3200 Mtrs of average height 1.5 Mtrs, Retaining wall 400 Mtrs of average height 4.5 Mtrs, Side Drain 2300 Mtrs, 4 Nos. RCC culverts of 1 Mtr span each, 2 Nos. RCC culverts of 2 Mtrs span each, Counterfort Retaining wall 200 Mtrs of average height 15 Mtrs, WBM Grade II 1300 Cum, 100mm thick WMM 1500 cum, 50mm thick BM 1000 cum & 25mm thick SDBC 20000 Sqm (finished and complete job).

INVITATION OF TENDER

- 1/ Date of Publishing from 25.07.2016.
- 2/ The Bidding documents can be downloaded from the website <http://jktenders.gov.in> From **28.07.2016 (1000 Hrs)** to **15.09.2016 (1600Hrs)**.
- 3/
 - a/ A Pre-bid meeting will be held on 22.08.2016 at **1200 Hrs** in the office of the **General Manager JKPCCLtd., Jammu** to clarify the issues and to answer question on any matter that may be raised at that stage as stated in Clause 9 of instructions to bidder of the Bidding documents.
 - b/ The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 25.08.2016 (**1000 Hrs**) to **15.09.2016 (1600Hrs)**.
 - c/ The complete bidding process will be online.
 - d/ Technical bids of bidders shall be opened online in the office of **Managing Director JKPCCLtd., Srinagar** on 23.09.2016 at **1200 Hrs**
- 4/ Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in>. Bid documents contain qualifying criteria for bidder, specifications, scope of work, conditions and other details.
- 5/ The site for the work is available.
- 6/ Bids must be accompanied by bid security and cost of Tender Document as specified in column 6 & 5 of the table payable at Srinagar Pledged in favour of **Financial Controller, JKPCCLtd., Srinagar**. Bid security will have to be in any one of the forms as specified in the bidding documents and shall have to be valid for six months or more after last date of receipt of Bid.. The cost of downloaded tender documents in form of DD shall be in separate envelope with cover marking "cost of document" pledged in favour of **Financial Controller, JKPCCLtd., Srinagar**.
- 7/ The original instruments in respect of cost of Documents, EMD/Bank Guarantee and relevant technical bid documents etc must be delivered to the **Managing Director, JKPCCLtd., Srinagar from 25.08.2016 to 20.09.2016 upto 1600 Hrs.** If the office happens to be closed on the date of receipt as specified, the Documents will be received on the next working day at the same time and venue.
- 8/ Bids will be opened in the office of the **Managing Director JKPCCLtd., Srinagar**. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 9/ The bid for the work shall remain open for acceptance for a period of **120 days** from the date of opening of bids. If any bidder/tenderer withdraws his bid/tender before the said period or

makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.

- 10/ No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without permission of the Government. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's Service.
- 11/ Other details can be seen in the bidding documents.

12/ Instructions to bidders regarding e-tendering process

- a/ The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>
- b/ To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
- c/ The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
- d/ Technical Bids will be opened online as per time schedule mentioned in Para 3(d).
- e/ Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
- f/ The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
- g/ All the required information for bid must be filled and submitted online.
- h/ Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Registered post/courier/ by hand as per time schedule specified.
- i/ The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
- j/ Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
- k/ The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>
- l/- All the required information for bid must be filled and submitted online. The bidder should recheck his online document before submission online otherwise damaged/corrupt file/corrupt document shall not be considered in any case.

- m/- **The original instruments in respect of cost of bid Documents & EMD must be submitted to the Tender Inviting Authority by Registered post/courier/by hand as per time schedule specified otherwise bid shall be treated non responsive out rightly.**
- n/- The details of hard copies of original instruments in respect of cost of bid Documents & EMD specified in the tender documents should be the same as submitted online otherwise tender will summarily be rejected.
- o/- Bidders are advised to scan their documents at 100 DPI (Dots Per Inch) resolution with Black and white, JPEG Scan property, convert scanned images to PDF.
- p/- The bidder shall provide only the original instruments of cost of tender document, EMD and affidavit in the hardcopy.
- q/- Rest all the documents along-with scanned copies of cost of tender document, EMD and affidavit shall be uploaded on the website.
- r/- The authority reserves the right to cancel any or all bids without assigning any reason.

13/ As per No. RW/NH-12014/862/2014/J&K/NH-1 Dt: 09.05.2016 of Ministry of Road Transport & Highways. (Project-I) circulated wide Director (Plg), PW(R&B) Department, Civil Secretariat Srinagar's No: PW(R&B)/Plan/97/2011 dated 17.05.2016, the qualifying criteria of Standard Bidding Document (SBD) of Ministry, required to be fulfilled by the contractors are given below:

S.No	Description	Reference	Sub-Title	Extant Provision	Relaxation for J&K State	Special Relation for Kargil/ Leh/ Ladakh region.
(i)	Qualification Criteria	Para 2.6.3 (a) at Annex I of the Ministry's Circular dated 27.11.09	General Experience (Minimum)	Average Annual Turn out of civil works over the last 5 yrs to be 40% of the contract (s) applied for.	Average Annual Turn out of civil works over the last 5 yrs to be 33% of the contract (s) applied for.	Average Annual Turn out of civil works over the last 5 yrs to be 25% of the contract (s) applied for.
(ii)	Qualification Criteria	Para 2.6.3 (a) at Annex I of the Ministry's Circular dated 27.11.09	General Experience (Minimum)	Experience in successfully completing or substantially completing at least one contract of highway (road and/ or bridge works)/ airport runway of at least 40% of the value of the proposed contract within the last 5 yrs.	Experience in successfully completing or substantially completing at least one contract of highway/ Major District Road (MDR) (road and/ or bridge works)/ airport runway of at least 33% of the value of the proposed contract within the last 5 yrs.	Experience in successfully completing or substantially completing at least one contract of highway/ Major district road (MDR)/ Other District Road (ORD) (road and/ or bridge works)/ airport runway of at least 25% of the value of the proposed contract within the last 5 yrs.
(iii)	Equipment Capability	Para 2.6.5 of Annex I of the Ministry's Circular dated 27.11.09	Plant & Equipment	Batch type HMP with electronic controls (Min 80-100 TPH capacity)	Batch/ Drum type HMP with electronic controls (Min 40-60 TPH capacity)	Batch/ Drum type HMP with electronic controls (Min 40-60 TPH capacity)

(iv)	Sub Contracting	General	Sub-Contracting	Bidder to furnish the proposal, if any, for sub-contracting of work costing more than 10% of the bid amount.	Bidder is allowed to sub-contract for non-mechanized works i.e. earthwork, sub-base work, and minor CD (HP / Culverts) costing upto 50% of the bid amount in order to encourage local participation.	Bidder is allowed to sub-contract for non-mechanized works i.e. earthwork, sub-base work, and minor CD (HP / Culverts) costing upto 50% of the bid amount in order to encourage local participation.
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- 14/ Labour for Traffic control/watch and ward as per necessity at site shall be supplied by the firm and nothing extra shall be paid in this behalf by the Department.

**Deputy General Manager
JKPCC Ltd., Unit-4th,
Jammu.**

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1	Section-1	Notice Inviting Tender
2	Section-2	Instructions to Bidders (ITB)
3	Section-3	Qualification information
4	Section-4	Conditions of Contract
5	Section-5	Letter of Acceptance and other forms
6	Section-6	Technical Specifications.
7	Section-7	Method statement
8	Section-8	Schedule for interim payments

SECTION 1

LIST OF IMPORTANT DATES

NOTICE INVITING TENDER

e-NIT No.:- JKPCC/-U-4th/J/ 02 of 2016-17 Dated – 25-07-2016

Name of work:- Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).

Completion Period for construction: **03 Years**

Defect Liability period: **03 Years**

1. Completion Period for construction:	<u>36 Months</u>
2. Defect Liability period:	<u>03 Years from actual Date of Completion</u>
3. Date of Issue of Notice Inviting Bid:	Date 25 Month 07 Year 2016
4. Period of downloading Tender Documents :	From Date 28 Month 07 Year 2016 Time 1000 Hrs
	To Date 15 Month 09 Year 2016 Upto 1600 Hrs
	Places(s) http://www.jktenders.gov.in
5. Time, date and Place of pre-bid Meeting:	Date:- 22 Month 08 Year 2016 Time 1200 Hrs.
	Place: Office of General Manager, JKPCC Ltd., Jammu Rail Head Jammu.
6. Period for Receiving Bids (Softcopy)	From Date: 25 Month 08 Year 2016 Time: 1000 Hrs
	To Date 15 Month 09 Year 2016 Upto 1600 Hrs

7. Period for Receiving Bids (Hardcopy) in the office of Managing Director, J&K PCC Ltd., Haft Chinar Srinagar.	From Date: 25 Month 08 Year 2016 Time: 1000 Hrs
	To Date 20 Month 09 Year 2016 Upto 1600 Hrs
8. Time and date for opening Technical Bids	Date:- 23 Month 09 Year 2016 Time 1200 Hrs (if bids are not opened on said date due to some reason, the bids shall be opened on any other convenient date)
9. Time and Date of opening Financial Bid	To be communicated separately to qualified bidders on https://www.jktenders.gov.in
10. Place of opening Bids	Managing Director, JKPCC Ltd., Haft Chinar Srinagar (Kashmir).
11. Period of bid validity	120 days from opening of financial bid
12. Officer Inviting Bids	Er. Pawan Kumar
	Designation: Dy. General Manager
	Address:- JKPCC Unit -4th, Jammu.

Dy. General Manager
JKPCC Ltd. Unit 4th,
Jammu.

SECTION - 2

INSTRUCTIONS TO BIDDERS (ITB)

Table of Clauses

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2	Source of Funds	20	Deadline for Submission of Bids
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4	Qualification of the Bidder		E. Bid Opening
5	One Bid Bidding	22	Bid Opening
6	Cost of Bidding	23	Process to be Confidential
7	Site Visit	24	Clarification of Bids and Contacting the Employer
	B. Bidding Documents and Evaluation.	25	Examination of bids and Determination of Responsiveness
8	Content of Bidding Documents	26	Correction of errors
9	Clarification of Bidding Documents	27	Evaluation and Comparison of Bids
10	Amendment of Bidding Documents	28	Price Preference
	C. Preparation of bids		F. Award of Contract
11	Language of Bid		
12	Documents Comprising the Bid	29	Award Criteria
13	Bid prices	30	Employer's Right to Accept any Bid and to Reject any or all Bids
14	Currencies of Bid and payment	31	Notification of Award
15	Bid Validity	32	Performance Security
16	Earnest Money	33	Advances
17	Alternative Proposals by Bidders	34	Corrupt or Fraudulent Practices
18	Format and Signing of Bid		

A. GENERAL

1. SCOPE OF BID

- 1.1 The Deputy General Manager unit- IV Jammu **On behalf of the Managing Director J&K PCC Ltd** invites bids for the construction of works (as described in these documents and referred to as “the works”). The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for “the works” detailed in the table given in the Notice Inviting Tender.
- 1.2 The successful Bidder will be expected to complete the work **Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Saiwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF) (finished and complete job)** by the intended Completion Date specified in the part-I General Conditions of Contract and shall rectify all the defects during defect liability period of Three (03) years.
- 1.3 Throughout these Bidding documents the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. SOURCE OF FUNDS

- 2.1 The expenditure on this project will be met from the funds provided under CRF.

3. ELIGIBLE BIDDERS

- 3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
- 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 JKPCCLtd. or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Engineer in Charge. A firm that has been engaged by the Employer to provide consulting Service for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. QUALIFICATION OF THE BIDDER

- 4.1 All bidders shall include the following information and documents with their bids in Section 3 (Qualification information) unless otherwise stated in the 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) Total Monetary value of civil construction works performed for each of the last five years.
- (c) The contractor should have experience of constructing prestressed box girder bridge or balanced cantilever bridge with well foundation during last five years.
- (d) Reports on the financial standing of the Bidder such as profit and loss statements and auditor's reports for the past three years.
- (e) Authority to seek reference from the Bidder's bankers:
- (f) Bid Capacity.

4.2

A) BIDS FROM JOINT VENTURE ARE NOT ALLOWED.

B) All bidder shall also furnish the following information in addition to information asked for in clause 4.1 & table of clause 4.7.

- a) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.
- b) Undertaking that bidder would be able to invest a minimum of cost up to 10% of contract value of work, during implementation of contract.
- c) Affidavit of not have been debarred / blacklisted by any Govt. / Semi Govt. / Corporation at any stage.
- d) Affidavit that the information being submitted is correct and true and that any false information shall lead to disqualification at any stage.
- e) Partnership deed / firm registration (memorandum confirming to act 1952 in case of company)
- f) Authorization letter to the representative of firms for submitting tenders / negotiation if any.
- g) Power of attorney in favour of project manager / official representing the firm during the bidding process.

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

- (a) Achieved in any one financial year a minimum financial turnover (in all Cases of Civil Engineering Construction works only) volume of construction of at least:-

S.No.	Annual Turnover (as % age of the estimated cost of works)	
1.	33% of the Estimated Amount (Conforming to the guidelines issued by MORT&H, GoI) vide No. RW/NH-12014 /862/2014/J&K/NH-1 Dated 09-05-2016, as special relaxation for tenders in J&K	Rs. 5775.00 lacs.

The turnover will be indexed at the rate of 6.6 percent for a year.

- (b) Successful completion certificate of at least one similar work equal to 33% of total cost of work during last five years. Similar nature means construction of prestressed box girder bridge or balanced cantilever bridge with well foundation.
- (c) (Deleted)

4.3 B (a) **Each bidder must produce:-**

- (i) An affidavit that the information furnished with the bid documents is correct in all respects, and
- (ii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- (b) The Bidder is supposed to not have in his employment:
 - (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.

4.4 To qualify for a package of contract made up of this and other contracts for which bid are invited in the Notice Inviting Tender the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above.

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A \times N \times M - B)$$

Where

A = Maximum value of civil engineering works executed in any year during the last five years (updated to the price level of the last year at the rate of 6.6 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB.

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

Note : The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer In charge, not below the rank of Executive Engineer.

4.7 The following table gives the criteria for pre- qualification of prospective bidders based on contently enclosed of envelope 1. The financial bid vide envelop-II shall be opened in respect of agencies who would be pre-qualified for the purpose. The decision of Managing Director JKPCC Ltd. J&K in respect of pre-qualification of agencies shall be final.

As the bridge is to be completed in 36 months times, the bidders possessing following technical and financial capability only may participate in the biding process.

Table

S. No	Item		Bench Mark
1	Experience in similar works	:	Technical (i)The applicant shall provide evidence that it has experience of successfully completing the construction of similar nature of works in one single bridge over Perennial River / over flowing water during last five years. The work should have been executed by the applicant individually as prime- contractor. The similar nature of work means construction of prestressed box girder bridge or balanced cantilever bridge with well foundation. The value of the work executed shall be equivalent to atleast 33% of the estimated advertized cost (i.e. Rs. 5775.00 lacs).
2.	Capability of key personnel	:	As per BIDS DOCUMENT
3.	Performed work plan	:	Proposed methodology and programme of construction backed with equipment planning and development, and quality control procedure to be adopted.
4.	Equipment capability	:	As per Annexure I of sub clause 4.4 (A) of Appendix to ITB
5.	Litigation history	:	To be provided
6.	Bid capacity	:	As per BIDS DOCUMENT clause 4.0. (Equivalent or above Rs. 17500.00 lacs)
7.	Quality Assurance Mechanism	:	As per BIDS DOCUMENT

4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified by the tender open authority if they have:

- (i) Made misleading or false representations in the forms, statements, affidavits **duly attested by magistrate** and attachments submitted in proof of the qualification requirements: and/or

- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, repartition, or financial failures etc. on general reputation or report of Engineer-in-charge.
- (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the employer.

5. ONE BID PER BIDDER

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

6. COST OF BIDDING

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

7. SITE VISIT

- 7.1 The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiarize himself with the site of works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidder's own expense. He may contact the Engineer in-charge of work for any guidance relating to site visit.

B. BIDDING DOCUMENTS

8. CONTENT OF BIDDING DOCUMENTS

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with clause 10 of ITB.

- 1 Notice Inviting Tender
- 2 Instruction to Bidders
- 3 Qualification Information & Other forms
- 4 Conditions of Contract
(Part I General Conditions of Contract:
part II Special Conditions of Contract)
- 5 Contract Data
- 6 Technical Specifications
- 7 Form of Bid
- 8 Securities and other Forms. Form of Acceptance.
Form of Agreement. Issue of Notice to Proceed with
the work.
- 9 Drawings (Cross Section at Proposed Bridge Location, Site Plan, Google Map).

8.2 Bidding documents can be downloaded against the payment of **Rs.15,000/- (Rupees Fifteen Thousand Only)**

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data forms, terms and specifications, scope of work, forms and drawings in the Bid Document. Failure to comply with the requirements of Bidding Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids which are not substantially responsive to the requirements of the Bidding Documents, shall be rejected.

9 CLARIFICATION OF BIDDING DOCUMENTS AND PRE-BID MEETING

9.1.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Facsimile (Fax) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the employer's response will be uploaded in the web for inviting tender, including a description of the inquiry, but without identifying its source.

9.2 **PRE-BID MEETING**

- 9.2.1 The bidder or his authorized representative is invited to attend pre-bid meeting as per date, time and address as given in the Appendix to ITB.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.
- 9.2.4 Minutes of the meeting including the text of the questions raised (without identifying the source of the inquiry) and the response given will be uploaded on the web for inviting tender without delay. Any modifications of the bidding documents listed in Clause 8.1 of ITB which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. **AMENDMENT OF BIDDING DOCUMENTS**

- 10.1 Before the deadline for submission of bids the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable / Fax to the Employer.
- 10.3 To give prospective bidders reasonable time to take an addendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids in accordance with Clause 20.2 of ITB.

C. PREPARATION OF BIDS

11 Language of Bid is in English.

11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12 DOCUMENTS COMPRISING THE BID

12.1 The bid submitted by the Bidder in electronic form shall be in two separate parts:

Part I This shall be named Technical Bid and shall comprise of Scanned copy of following documents

- i.* Copy of EMD in the form of CDR/FDR / Bank Guarantee
- ii.* Copy of Tender Cost in the form of D.D

List of Documents to be enclosed with the Bidding Document by the intending Bidders (On the format Prescribed in Section 3-Qualification Information)

Important note:-Any information provided on the format other than those prescribed in the section 3 shall not be accepted and the bid shall be treated non responsive out rightly

(Bidders are advised to use “My Documents” area on e-Tendering portal <https://www.iktenders.gov.in> to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)

1. **Copy of Registration Card duly renewed for the Current Financial year.**
2. **Turn over Certificate and total monetary value of civil construction works performed for each of last five years duly signed by Chartered Account**
3. **Successful completion certificate of at least one similar work equal to 33% of total estimated cost of work. Similar nature means construction of prestressed box girder bridge or balanced cantilever bridge with well foundation.**
4. **Details of works in progress or contractually committed with certificates from the concerned officer not below the rank of Executive Engineer.**
5. **Earnest Money**
6. **Copy of Pan Card**
7. **Affidavit for correct information**
8. **General Arrangement Drawings including conceptual structural drawings with approximate sizes, type of material and brief specifications, ensuring conformity to substructure and superstructure as envisaged by the department as per bid document.**

Note;- Original instrument in respect of cost of Documents, EMD and relevant Technical Bid Documents must be delivered to the Managing Director JKPCC Ltd. Haft Chinar Srinagar (Kashmir) on or before 20-09-2016 up to 1600 Hrs.

Part II It shall be named Financial Bid and will be in electronic format comprising of :

i. Form of Bid

12.2 Each part shall be separately submitted online

12.3 The following documents which are not submitted with the bid will be deemed to be part of the bid.

12.4

SECTION	PARTICULARS
<i>1</i>	Notice inviting Tender
<i>2</i>	Instructions to the bidder
<i>3</i>	Conditions of Contract
<i>4</i>	Contract Data
<i>5</i>	Specifications
<i>6</i>	Drawings (Cross section at Proposed Bridge Location, Site Plan, Google Map)

13. **BID PRICES**

13.1 The Contract shall be for the “whole works” as described in Clause I. I of ITB based on the Form of Bid submitted by the Bidder.

13.2 The Bidder shall adopt rate as specified in the Form of Bid.

Item Rate Method requires the bidder to quote rates and prices for all items of the works described in the Bill of Quantities. The item for 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 other rates and prices in the Bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

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

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

14 **CURRENCIES OF BID AND PAYMENT.**

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

15 **BID VALIDITY**

- 15.1 Bids shall remain valid for a period of one hundred twenty (120) days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with clause 16 of ITB in all respects.

16 **EARNEST MONEY**

- 16.1 The bidder shall furnish, as part of the Bid, earnest Money amounting to **Rs 350,00,000/- (Rupees Three Hundred Fifty lacs only)** in electronic as well as Hard Copy.
- 16.2 The earnest money shall, at the Bidder's option, be in the form of **Fixed Deposit / CDR / Bank Guarantee** of a scheduled commercial bank, issued in favour of Financial controller J&K PCC Ltd. Srinagar. The FDR/CDR/Bank Guarantee shall be valid for six months or more after the last date of receipt of bids.
- 16.3 Any bid not accompanied by an Earnest Money, Pledged in favour of Financial controller J&K PCC Ltd Srinagar shall be rejected by the Employer as non-responsive.
- 16.4 The earnest money of unsuccessful bidders will be returned within **30 days** at the end of the Bid validity period specified in Clause 15.1 of ITB.
- 16.5 The earnest Money of the successful Bidder will be released after the drawal of agreement upon receipt of performance security @ 5% of bid amount subject to the confirmation of Bank Guarantee from the Head Office of Issuing Bank.
- 16.6 The earnest money may be forfeited:
- a) If the bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement; and/or
 - ii) Furnish the required performance security

17. ALTERNATIVE PROPOSALS BY BIDDERS

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the conditions of contract, time of completion, Form of Bid and the basic technical design as envisaged by the department. Conditional offer or alternative offers will be rejected as non-responsive.

18. FORMAT AND SIGNING OF BID

18.1 The Bidder shall submit one set of the Technical Bid comprising of the documents as described in Clause 12 of ITB.

18.2 The bid shall be submitted /Signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.2 & 4.3 of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.

18.3 The Bid shall contain no additions / alteration, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder. In that case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

19. SUBMISSION OF BIDS

19.1 The Bidder shall submit separately “Technical Bid” and “Financial Bid”

Technical Bid: to be opened on 23-09-2016 in the presence of Evaluation Committee.

Financial Bid: Shall be opened in case of qualified bidders only.

The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB.

19.2 This shall be named as Technical Bid and shall comprise of Scanned copy of following documents

- i.* Copy of EMD in the form of CDR/FDR / Bank Guarantee
- ii.* Copy of Tender Cost in the form of D.D

List of Document to be enclosed with the Bidding Document by the intending Bidders (On the format Prescribed in Section 3-Qualification Information)

1. Important note:-Any information provided on the format other than those prescribed in the section 3 shall not be accepted and the bid shall be treated non responsive out rightly (Bidders are advised to use “My Documents” area on e-Tendering portal <https://www.jktenders.gov.in> to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)

- 1. Copy of Registration Card duly renewed for the Current Financial year.**
- 2. Turn over Certificate and total monetary value of civil construction works performed for each of last five years duly signed by Chartered Accountant.**
- 3. Successful completion certificate of at least one similar work equal to 33% of total estimated cost of work. Similar nature means construction of prestressed box girder bridge or balanced cantilever bridge with well foundation.**
- 4. Details of work in progress or contractually committed with certificates from the concerned Executive Engineer**
- 5. Earnest Money**
- 6. Copy of Pan Card**
- 7. Affidavit for correct information**
- 8. General Arrangement Drawings including conceptual structural drawings with approximate sizes, type of material and brief specifications, in conformity to substructure and superstructure as envisaged by the department.**

Note;- Original instrument in respect of cost of Documents, EMD and relevant Technical Bid Documents must be delivered to the Managing Director J&K PCC Ltd. Haft Chinar Srinagar (Kashmir) on or before **20-09-2016 -- upto 1600 Hrs.**

- Part II** It shall be named Financial Bid and will be in electronic format comprising of:-
- i. Bid Form.
Rate quoted by the contractor shall be for complete and finished work as per “Scope of Work”

20 DEADLINE FOR SUBMISSION OF BIDS

- 20.1** Complete Bids (including softcopy Technical and Financial) must be submitted online not later than the **15.09.2016 upto 1600 Hrs.**
- 20.2** The employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21 LATE BIDS

- 21.1** Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

E. BID OPENING AND EVALUATION

22. BID OPENING

- 22.1** The Employer will open the bids received (except those received late) in the presence of the bidders/bidder’s representative who choose to attend at the time, date and place specified in the appendix to ITB. In the event of the specified date for the submission of bid being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2** The envelope containing the technical bid shall be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 22.3** In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders’ names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 22.4** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.

Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within seven working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

- 22.5** The Employer shall inform, by facsimile (Fax) the bidder whose technical bids are found responsive, date, time and place of opening as stated in the Appendix to ITB. In the event of specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day and the bidders or their representative, may attend the meeting of opening of financial bids.
- 22.6** At the time of the opening of the “Financial Bid”, the names of the bidders whose bids are found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders’ names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.
- 22.7** The Employer shall prepare the minutes of the opening of the Financial Bids.

23. PROCESS TO BE CONFIDENTIAL

- 23.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.

24. CLARIFICATION OF BIDS AND CONTACTING THE EMPLOYER

- 24.1** No Bidder shall contact the Employer or any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2** Any attempt by the bidder to influence the Employer’s bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS.

- 25.1** During the detailed evaluation of “**Technical Bids**”, the Employer will determine whether each Bid(a) meets the eligibility criteria defined in clause 3 and 4: (b) has been properly signed;(c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the “**Financial Bids**”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 25.2** A subsequently responsive “**Financial Bid**” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one(a) which affects in any substantial way, inconsistent with the bidding documents, the employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3** If a “Financial Bid” is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by corrections or withdrawal of the nonconforming deviation or reservation.

26. CORRECTION OF ERRORS

- 26.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a)* Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and-----**Deleted**
- b)* Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. -----**Deleted**
- 26.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB-----**Deleted**.

27. EVALUATION AND COMPARISON OF FINANCIAL BIDS

- 27.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with clause 25 of ITB.

27.2 In evaluating the bids, the employer will determine for each bid the evaluated Bid price by adjusting the bid price by making correction, if any, for errors pursuant to clause 26 of ITB ---
-----Deleted.

27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the employer may require the Bidder to produce detailed price analysis for any or all Items of the Bill of quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the contract. The amount of the increased performance security shall be decided at the sole discretion of the employer which shall be final, binding and conclusive on the bidder. -----Deleted.

28. PRICE PREFERENCE

28.1 There will be no price preference to any bidder

F. AWARD OF CONTRACT

29. AWARD CRITERIA

29.1 Subject to clause 31 of ITB, the Employer will award the contract to the Bidder whose Bid has been determined:

- i) To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provide that such Bidder has been determined to be (a) eligible in accordance with the provisions of clause 3 of ITB, and (b) qualified in accordance with the provisions of clause 4 of ITB; and
- ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the package opened earlier than the one under consideration.

30. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

30.1 Notwithstanding clause 28 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

31. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 31.1** The Bidder whose Bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period by cables telex or facsimile (Fax) confirmed by registered letter. This letter (hereinafter and in the part I “General conditions of contract” , called the “Letter of Acceptance”) will state the sum that the employer will pay to the contractor in consideration of the execution, completion by the contractor as prescribed by the contract (hereinafter and in the Contract called the “Contract Sum”).
- 31.2** The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 31.
- 31.3** The agreement will incorporate all agreements between the Employer and the successful Bidder after the performance security is furnished.
- 31.4** Upon the furnishing by the successful Bidder of the performance security, the employer will promptly notify the other bidders that their bids have been unsuccessful.

32. PERFORMANCE SECURITY

- 32.1** Within **21(twenty one) days** after receipt of the letter of Acceptance, the successful Bidder shall deliver to the employer a **performance security of 5%** of the contract price, valued upto last date of Defect Liability Period.
- 32.2** The performance security shall be FDR/TDR or in the form of a Bank Guarantee in the name of the Employer from a Nationalized/ scheduled commercial bank.

Failure of the successful Bidder to comply with the requirements of clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under requisite heads for one year.

33. ADVANCE (Deleted)

34. CORRUPT OR FRAUDULENT PRACTICES

The employer requires the bidders/contractors to strictly observe the laws against fraud and corrupt practices enforce in India, namely, prevention of corruption Act, 1988.

35. (Deleted)

APPENDIX TO ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to Bidders

CLAUSE REFERENCE

(1.1) The Employer Is **Managing Director JKPCC Ltd**

“The Works” is **Name:-**

Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).

Job No:- CRF-J&K-2015-16-141

(2.1) The State is **Jammu & Kashmir**

(3.1) Eligible Bidders are: **“A Class”/“Special Class Contractor”/“Firms”**

(4.2)

4.2(g)

4.3.A)(b)

Incorporated in main tender document

(4.3.B)(a)(iii)

(4.3.C) The Cost of electric work is Rs. _____ (Rupees _____ only).

(4.3.D) The Cost of water supply/sanitary work is Rs. _____ (Rupees _____ only).

Annexure I

Deleted

(4.4.A) **LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK.**

S. No.	Type of Key Plant & Equipment	Maximum age as on 25.07.2016	Minimum Nos.
1.	Automatic Concrete Batching & Mixing Plant (Minimum Capacity = 30 cum / Hour)	5 years	1
2.	Front end loader	5 years	1
3.	Concrete mixer with Integral Weigh Batching Facility	5 years	2
4.	Vibrators		
	- Surface Vibrator	2 years	As required
	- Needle Vibrator	2 years	-do-

	- Screed Vibrator	2 years	-do-
5.	Cranes with clam shell (grab) for sinking of wells	5 years	3
6.	Dewatering Pumps	1 years	8
7.	Jacks for pre-stressing	5 years	2
8.	Tipper trucks / tractors with jack (Owned or on hire)	5 years	5
9.	Welding equipment /steel form work	-	As required
10.	Concrete pump	-	1
11.	Transmit mixer	5 years	2
12.	Generators of adequate capacity	2 years	As required

(Part-B) FOR FIELD TESTING LABORATORY & EQUIPMENTS

NAME OF THE EQUIPMENT

- i) Cube Moulds Ten Numbers each for concrete and cement.
- ii) Motor mounted Cube testing machine - 01 No
- iii) Slump Test Cone - 02 Nos.
- iv) Surveying instruments
 - a) Auto Level complete set 02 Nos.
 - b) Digital Theodolite/ total Station with accessories -01 No.
- v) Complete one sets of sieve for aggregates.

(4.4. B) The Number of Technical personnel. Qualifications and Experience will be as follows:

A. The Technical Personnel are:

S. No.	Personnel	Qualification	Minimum No.
1.	Project Manager	BE (Civil) + 15 years experience in bridge construction.	1 No.
2.	Site Engineer	BE (Civil) + 10 years experience in bridge construction.	1 Nos.
3.	Quality Surveyor	BE (Civil) + 7 years experience or Diploma Civil + 10 years experience in bridge construction.	1 No.
4.	Quantity Survey Engineer	BE (Civil) + 5 years experience or Diploma Civil + 8 years experience in bridge construction.	1 No.
		Total	4

B. FOR FIELD TESTING LABORATORY; TECHNICIAN HAVING 3 YEARS EXPERIENCE IN THE TESTING OF MATERIALS.

(4.5) The contact person is: **Er Pawan Kumar**

Designation: **Dy. General Manager**

Address: **Dy. General Manager Unit- 4th, JKPCC Ltd., Jammu.**

Telephone No. **01912471407**

FAX No. **01912470432**

(4.6) Place. Time and Date for pre-bid meeting are:

Place: **Office of General Manager, Jammu and Kashmir
Project Construction Corporation Ltd.,
Rail Head, Jammu.**

Time: **1200 Hrs**

Date: 22.08.2016.

(4.7) Incorporated in main tender document

(4.8)Part I(v) The other documents required are: **None**

(4.9) }
 (4.10) }
 (4.11) } Incorporated in main tender document
 (4.12) }
 (4.13) }

(4.14) The date, time and place for opening of the technical Bids are:

(A) Technical Bids

Date: 23.09.2016

Time: **1200 Hrs**

Place: **Office of Managing Director JKPCC Ltd., Haft Chinar Srinagar (Kashmir)**

(B) Financial Bid (For qualified bidder): To be communicated separately to qualified bidders on <https://www.jktenders.gov.in>.

Place: Office of Managing Director JKPCC Ltd. Haft Chinar Srinagar (Kashmir).

(4.15) The amount and validity period of the performance guarantee is:

Amount: **5% of the contract price**

Validity period:

(i) Performance security shall be valid upto a date **45 days** after the expiry of Defect Liability Period of **03 Years** after intended completion date.

(ii) **Additional Performance Security @ 5% of bid amount in case of unbalanced bid valued upto time of completion. Here, Unbalanced Bid is when the Bid amount is less by 15% or more than the advertised amount.**

For and on behalf of Managing Director Jammu & Kashmir

Dy. General Manager
JKPCC Ltd. Unit 4th,
Jammu.

SECTION - 3

QUALIFICATION INFORMATION

NOTES ON FORM OF QUALIFICATION INFORMATION

The information to be filled in by bidders in the following pages will be used for purpose of post-qualification as provided for in Clause-4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. INDIVIDUAL BIDDERS

1.1	Constitution of legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy] _____ _____ [attach]						
1.2	Total annual volume of Civil Engineering construction works executed and payments received immediately in the last five years preceding the year in which bids are invited. (Attach certified from Chartered Accountant)	<div style="text-align: right;">(Rs. In lakhs)</div> 2011-2012 2012-2013 2013-2014 2014-2015 2015-2016						
1.3.1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge							
Project Name	Name of Employer	Description Of work	Value of Contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion (*)	Remarks Explaining reason for delay of any

(*) Attach certificate(s) from Engineer-In-Charge.

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

(A) **EXISTING COMMITMENTS AND ON-GOING CONSTRUCTION WORKS:-**

Description of Work	Place & Sate	Contract No. & Date	Name & Address of Employer	Value of Contract (Rs. In Lakhs)	Stipulated Period of Completion	Value of works Remaining to be completed (Rs. In Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

(B) **WORKS FOR WHICH BIDS ALREADY SUBMITTED:**

Description of Work	Place & Sate	Name & Address of Employer	Estimated value of Works (Rs. In Lakhs)	Stipulated period of Completion	Date when decision is Expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- 1.4** Qualification of technical personnel proposed for the Contract. Refer also to Clause 4.4.B of the Appendix to ITB and Clause 9.1 of Part-I General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Bridge Works	Other

- 1.5** Financial reports for the last five years: balance sheets profit and loss statements. Auditor's reports etc. List below and attach copiers.

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

Name of Other Party(ies)	Employer	Cause of dispute	Amount involved	Place of Litigation (Court/arbitration)	Remarks showing present status

- 1.7** Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents (Refer ITB Clause 4.1). Complete General arrangement drawing alongwith conceptual structural drawings, detailing out approx structural size including specification of materials, concrete grade in each component to ensure conformity to substructure and superstructure as envisaged by the department as per the bid document, relevant provisions of MORTH Specification and IRC Standards / codes / Guidelines complete in all respects.

- 1.8** Programme

- 1.9** Quality Assurance Programme.

AFFIDAVIT

- 1. I, the undersigned, do hereby certify that all the statements made in the required statements are true & correct.

- 2. The undersigned also hereby certifies that neither our firms M/S_____ have abandoned any work in **JKPCC Ltd./ PWD or in any other** Department nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

- 3. The undersigned, understand and agree that further qualifying information may be requested and agree to furnish any such information at the request of the department/project implementing authority .

(Signed by an Authorized Officer of firm)

(Title of Officer)

(Name of Firm)

(DATE)

SECTION - 4

CONDITIONS OF CONTRACT

PART-I GENERAL CONDITIONS OF CONTRACT

These conditions are subject to the variations and additions set out in part II special conditions of contract

NOTES ON CONDITION OF CONTRACT

The Conditions of Contract, read in conjunction with part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of “Conditions of Contract”, that follows has been developed for Smaller and major contracts for construction on the basis of international practice and the practice of the Government of India, and considerable experience in different States in India in the drafting and management of contracts bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The conditions of contract also incorporate the concept of performance-based payments for routine maintenance of roads.

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PART I: GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. DEFINITIONS

1.1 Terms which are defined “in the contract data”, and also not defined in the conditions of contract but keep their defined meanings. Capital initials are used to identify defined terms.

1.2 **Bill of Quantities** means the quantities as per scope of work .

Compensation Events are those defined in clause 40 hereunder

The completion Date is the date of completion of the works as certified by the Engineer-in-Charge, in accordance with Clause 48.1

The Contract is the Contract between the Employer and the Contractor to execute, complete and maintain the works. It consist of the documents listed in Clause 2.3

The contract data defines the documents and other information, which comprise the contract.

The contractor is a person or corporate body whose Bid to carry out the works, including routine maintenance has been accepted by the Employer

The contractor’s Bid is the completed bidding document submitted by the contractor to the Employer

The contract price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the contract.

Days are calendar days; months are calendar months

A Defect is any part of the works not completed in accordance with the contract.

The Defect Liability Certificate is the certificate issued by Engineer after the Defect liability period has ended and upon correction of defects by the contractor.

The Defect Liability Period is 36 months calculated from the completion date

Drawings include “Technical details” approved by the Engineer for the execution of the contract.

The employer is the party as defined in the contract Data who employs the contractor to carry out the works, including routine maintenance. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract of the rank of Assistant Executive Engineer.

Engineer-In-Charge is the Engineer in-charge of work and shall be of the rank of Executive Engineer.

The Initial Contract Price is the contract price listed in the Employer's Letter of Acceptance

The intended completion date is the date on which it is intended that the contractor shall complete the works. The intended completion date is specified in the contract data. The intended completion date may be revised only by the Engineer-in -Charge by issuing an extension of time.

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

Plant is any integral part of the works that shall have a mechanical, electrical, electronic, chemical or biological function.

MAINTENANCE DURING DEFECT LIABILITY PERIOD

Rectification of defects during defect liability period shall be carried out by the contractor on his own expenses to the entire satisfaction of the Engineer- in- charge.

The **site** is the area defined as such in the contract data.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface condition at the site

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

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

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the site.

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

A Variation is an instruction given by the Engineer-in-Charge, which varies the Works.

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

Urgent Works are the works which in the opinion of the Engineer-in-Charge become necessary during the progress of work to obviate any risk of an accident or failure or which become necessary for security of works and of persons working thereon.

Market Rate is the rates as decided by the Engineer-in-Charge on the basis of the cost of materials and labour prevailing at site where the work is to be executed plus a percentage of 25 (twenty five) to cover all over heads and profits + Service Tax and Cess.

Accepting Authority means the Managing Director J&K PCC Ltd. Haft Chinar Srinagar (Kashmir).

2 INTERPRETATION

- 2.1** In interpreting these Conditions of contract singular also means plural and vice versa. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2** If sectional completion is specified in the contract data references in the conditions of contract to the Works, the completion date and the intended completion date apply to any Section of the works (other than references to the Completion Date and intended completion date for the whole of the works)
- 2.3** The documents forming the Contract shall be interpreted in the following order of priority.
- (i) Agreement
 - (ii) Notice to proceed with the works
 - (iii) Letter of Acceptance
 - (iv) Contractor's Bid.
 - (v) Contract Data.
 - (vi) Special Condition of Contract Part II
 - (vii) General Condition of Contract Part I
 - (viii) Specifications.
 - (ix) Drawings.
 - (x) Bids Form
 - (xi) Any other document listed in the Contract Data.

3 LANGUAGE AND LAW

- 3.1 The language of contract and the law governing the Contract are stated in Contract Data.**

4 ENGINEER-IN-CHARGE'S DECISIONS

- 4.1 Except where otherwise specifically stated, the Engineer-in-charge will decide contractual matters between the employer and the contractor in the role representing the employer. However, if the Engineer-in-Charge is required under the rules and regulations and orders of the employer to obtain approval of some other authorities for specific actions, he will do so before such action.**

Except as expressly stated in the contract, the Engineer-In-Charge shall not have any authority to relieve the contractor of any of his obligations under the contract unless and until approved by the Accepting Authority/Employer.

5 DELEGATION

- 5.1 The Engineer-in-charge with the approval of the Accepting Authority may delegate any of his duties and responsibilities to other people after notifying the contractor and may cancel any delegation after notifying the contractor.**

6. COMMUNICATION

- 6.1 Communication between parties that are referred to in the conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.**

7. SUBCONTRACTING (Deleted)

8. OTHER CONTRACTORS

- 8.1 The contractor shall cooperate and share the site with other contractors, public authorities utilities and the employer between the dates given in the schedule of other contractors as referred to in the contract Data. The Contractor shall also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.**

- 8.2 The contractor should take up the works in convenient reaches as decided by the Engineer-in-Charge to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.**

9. PERSONNEL

- 9.1* The contractor shall employ for the construction work, the technical personnel named in the contract data or other technical persons with the approval of the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the contract data.
- 9.2* If the Engineer-in-Charge asks the contractor to remove a person who is a member of the contractor's staff or work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the works in the contract.

10. EMPLOYER'S AND CONTRACTOR'S RISKS

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

11. EMPLOYER'S RISKS

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

12. CONTRACTOR'S RISKS

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

13. INSURANCE

- 13.1* The contractor at his cost shall provide in the joint names of the employer Authority and the Contractor, insurance cover from the Start Date to the date of completion in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks.

- a)* Loss of or damage to the works plant and materials
- b)* Loss of damage to Equipment;
- c)* Loss of or damage to property (Except the works, plant, materials and Equipment) in connection with the contract ; and
- d)* Personal injury or death

- 13.2* Insurance policies and certificates for insurance shall be delivered by the contractor to the Engineer-in-Charge for approval before the Start Date. All such insurance shall provide for compensation to be payable in India Rupees to rectify the loss or damage incurred.
- 13.3* (a) The Contractor at his cost shall also provide in the joint names of the Employer and the Contractor insurance cover from the date of completion to the end of defect liability period in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks: (a) Personal injury or death.
- 13.4* Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.
- 13.5* Both parties shall comply with any conditions of the insurance policies.

14. SITE INVESTIGATION REPORT

- 14.1* For design of Bridge the soil investigation is to be done by the contractor on his own for which nothing extra shall be paid to the contractor.

15. QUERIES ABOUT THE CONTRACT DATA

- 15.1* The Engineer will clarify queries on the contract data.

16. CONTRACTOR TO CONSTRUCT THE WORKS & DO MAINTENANCE

- 16.1* The Contractor shall construct and install and maintain the Works in accordance with the Specifications and Drawings.
- 16.2* The proof checking of the drawings submitted by the contractor shall be done by the department and such cost shall be borne by the contractor.

17. THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE.

17.1 The Contractor may commence execution of the works on the start date and shall carry out the works in accordance with the programme submitted by the Contractor as updated with the approval of the Engineer-in-charge and complete them by the Intended Completion Date.

18. APPROVAL BY THE ENGINEER-IN-CHARGE.

18.1 The Contractor shall submit specifications and drawings showing the proposed Temporary works to the Engineer-in-Charge who is to approve them if they comply with the specifications and drawings.

18.2 The contractor shall be responsible for design of Temporary works.

18.3 The Engineer-in-Charge's approval shall not alter the Contractor's responsibility for design of the Temporary works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary works where required.

18.5 All Drawings prepared by the contractor for the execution of the temporary or permanent works are subject to prior approval by the Engineer-in-charge before execution of such works.

18.6 a) Three sets of design calculations and six sets of drawings for foundation shall be submitted by the tenderer to the Department within two weeks from the date of allotment. Two extra sets of such drawings / designs shall be simultaneously submitted to Dy. General Manager JKPCC unit –IV, Jammu & in the office of Managing Director JKPCC Ltd. Haft Chinar, Srinagar (Kashmir). The approval to these designs / drawings shall be given by the department within 30 days of the latest receipts of these drawings or within 15 days of submission of corrected designs / drawings by way of compliance to final observations on the drawings, as the case may be. On receipt of approval of these design / drawings the contractor shall supply to the accepting authority within one week of receipt of such communication six copies of the approved drawings. All sets of the drawing would be signed by both the parties to the contract for the purpose of identification and which may be kept in record. One set of such drawings duly signed by both the parties shall be got laminated by the contractor and returned to the Office of the Managing Director JKPCC Ltd. Haft Chinar, Srinagar (Kashmir) for record.

18.6 b) Design calculations and drawings for the remaining components of the bridge shall be similarly submitted by the contractor to the department progressively at least 10 weeks before the planned execution of any component of the bridge as per CPM/ PERT CHARTS and the approval to these shall be given by the department within five weeks from the date of final submission of each set of calculations and drawings of fifteen days after compliance of final

observations on drawings, as the case may be or within 15 days of submission of correct design as the case may be.

On receipt of the approval to the contractor's design and drawings, the contractor shall supply to the accepting authority within one week of the receipt of such communication, six copies of the approved drawings. All sets of the drawing would be signed by both the parties to the contract for the purpose of identification and which may be kept in record. One set of such drawings duly signed by both the parties shall be got laminated by the contractor and returned to the Office of the Managing Director JKPCCLtd. Haft Chinar, Srinagar (Kashmir) for record.

- 18.6 c)** In case the contractor submits the entire designs / drawings, the department shall approve the designs / drawings progressively as per site requirement / planned execution details submitted by the contractor to the contractor to the Engineer in charge.
- 18.6 d)** All design calculations / drawings shall be duly supported with two original copies of relevant codes / specifications / literature.
- 18.6 e)** If the contractor submits incomplete / incorrect design calculations / design or the design / drawings do not conform to the specifications listed in BIDS DOCUMENT, the submission shall be deemed to be invalid and the loss of time on this account will be contractor's responsibility.
- 18.6 f)** The contractor shall be bound to make all such modification in the said designs /drawings as may be indicated by the accepting authority whose decision in this respect shall be final and binding to comply with the standard codes and specifications mentioned in his contract or in their absence with principles of sound engineering practice at no extra cost to the department.
- 18.6 g)** Notwithstanding the approval of the accepting authority to the contractor's design and drawings, the contractor shall be responsible for the stability of the bridge in accordance with the provisions of the contract and the approval accorded shall not absolve him of his responsibility of the safety of structure.
- 18.7 h)** After the design has been finally approved for all components of the bridge, the contractor shall supply three sets of detailed design calculations and drawings to the department properly bound for permanent record in the office within one month from the date of final approval to the detailed design calculations and drawings. In addition, the contractor shall formulate "Maintenance Manual" for proper upkeep and maintenance of the structure throughout its useful service life, get the same approved from the Managing Director and supply six copies of the same along with other drawings. The cost of aforesaid documents is included in the lump sum cost. In case the contractor fails to comply with this clause, the security shall not be refunded to the contractor as stipulated.
- 18.6 i)** After completion of work, the contractor shall supply three Hard and Soft copies of completion drawings (consisting of completion plans and detailed drawings) for all components. These completion drawings shall indicate all changes modification etc. which have been made in all components of the bridge during execution from the approved drawings. Cost of completion drawings (consisting of completion plans and detailed drawings) is included in the lump sum cost. In case the contractor failed to comply with this clause. The security shall not be refunded to the contractor.

18.6 j) Alteration in specification and design.

The Engineer in charge shall have power to make any alterations omission, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer in charge. Such alterations/additions are substitutions shall not be in validate the contract and any altered additional are substituted work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and the contractor shall within 7 days of the date of his receipt of his order to carry out the work inform the Engineer in charge of the rates or rates which the intends to charge for such class of work supported by analysis of the rates in support of rates claimed. The Engineer in charge shall determine the rates or rate on the basis of prevalent market rates and pay the contractor accordingly.

However, the Engineer in charge, by notice in writing will be at liberty to cancel order given to the contractor to carry out such class of works and arrange to carry out in such manner as he may consider advisable, provided always that if the contractor shall have commenced work or incurred any expenditure in regard their to before the rate shall have been so determined, then in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer in charge. In the event of dispute, the decision of Managing Director, of the circle shall be final. The time of completion of the work shall be extended in the proportion that the altered additional are substituted works bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.

18.6 k) No compensation for alternation in or restriction in the works.

If at any time, after the commencement of the work the Government shall for any reason whatsoever not require the whole or part there of as specified in the contract to be carried out, the Engineer in charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation what so ever on account of any profit or advantage such he might have derived from the execution of the work in full, but which he did not derive inconsequence of the full amount of the work not having been carried out, neither shall be have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

19 SAFETY

19.1 The Contractor shall be responsible for the safety of all activities on the site, including smooth flow of traffic at his own as per guideline of IRC/ MORTH.

20 DISCOVERIES

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Employer. The contractor shall notify the Engineer-in-Charge of such discoveries and carry out the Engineer's instructions for dealing with them.

21. POSSESSION OF THE SITE

21.1 The Employer shall give possession of the site to the contractor in parts on the date by which the concerned activity is to start as per the mile stone chart. If possession of site is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be compensation event for the purpose of time extension only.

22. ACCESS TO THE SITE

22.1 The contractor shall allow access to the site and to any place where work in connection with the contract is being carried out, or is intended to be carried out to the Engineer-in-Charge and any person/persons/agency authorized by:

22.2 The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and plant are being manufactured, fabricated or prepared in workshops or places other than those of the contractor, the contractor shall obtain permission for the Engineer and his authorized representative to carry out such inspection and testing in those workshops or places. All the expenses for such visits, inspection shall be borne by the contractor. Such inspection or testing shall not release the contractor from any obligation under contract.

22.3 The contractor shall agree with the Engineer on the time and place for inspection or testing of any material for plant as provided in the contract. The Engineer shall give the contractor not less than 24 hours notices of his intention to carry out the inspection or to attend the tests. If the engineer, or his duly authorized representative, does not attend on the date agreed, the contractor may, unless otherwise instructed by the engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The contractor shall forthwith forward to the Engineer duly certified copies of the test reading, if the Engineer not attended the tests, he shall accept the said readings as accurate.

22.4 The contractor shall provide suitable site office for the department without any remuneration.

23. INSTRUCTIONS

23.1 The Contractor shall carry out all instructions of the Engineer-in-Charge to comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to performance of the contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. DISPUTE REDRESSAL SYSTEM

24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this contract or the execution of works or maintenance of the works there under whether before its commencement or during the progress of Works or after the termination / abandonment or breach of the contract, it shall in the first instance be referred for settlement to the competent authority i.e. **Managing Director JKPCC Ltd.** described along with their powers in the Contract data, above the rank of the Engineer-in-Charge, the competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so convey his decision to the contractor such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the work is already in progress, the Contractor shall proceed with the execution of the work, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

24.2 **Either party will have the right of appeal, against the decision of the competent authority, for the arbitration if the amount appealed against exceeds rupees one Lakh.**

25. PROCEDURE FOR RESOLUTION OF DISPUTES.

25.1 The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of dispute.

25.2 Either party may refer the decision of the Competent Authority to Arbitration within 28 days of the competent Authority' written decision Arbitration shall be under the Arbitration and conciliation (Act No. XXXV of 1997) issued vide SRO No. 403 vide notification of Jammu & Kashmir Govt. (Law Department) on 11th Dec 1997. If neither party refers the dispute to Arbitration within the 28 days, The Competent Authority decision will be final and binding.

25.3 The arbitration shall be conducted in accordance with the following procedure and, in case of Initial contract price is more than **Rs. 5.00 Crore.**

a) In case of a decision of the Competent Authority in a Dispute or difference arising between the employer and a contractor relating to any matter arising out of or connected with this agreement, the matter will be referred to an arbitral tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be appointed by the Employer and the contractor and the third shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrators then the presiding arbitrator shall be appointed by the Managing Director J&K PCC Ltd.

- b)* If one of the parties fails to appoint its arbitrator in pursuance of sub-clause(a) above within thirty days after receipt of the notice of the appointment of its arbitrator by the other party, then the Managing Director J&K PCC Ltd. shall appoint the 2nd arbitrator

A certified copy of the order of the Managing Director J&K PCC Ltd. making such an appointment shall be furnished to each of the parties.

- c)* The decision of the majority of the arbitrators shall be final and binding upon both the parties. The cost and expenses of the arbitration proceedings will be paid as determined by the Arbitral Tribunal However, the expenses incurred by each party in connection with the preparation presentation extra of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself

- 25.4** Where the initial contract price as mentioned in the acceptance letter is **Rs. 5.00 Crores** and below, dispute or difference in which the Competent Authority has given a decision shall be referred to a sole arbitrator. The sole arbitrator would be appointed by the agreement between the parties; failing such agreement within fifteen days of the reference to arbitration, the Managing Director J&K PCC Ltd. shall be requested for appointment of the Sole Arbitrator by the Competent Authority.
- 25.5** Arbitration proceedings shall be held at Jammu only and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.
- 25.6** Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the employer shall not be withheld unless they are the subject matter of the arbitration proceedings.

B. TIME CONTROL

26. PROGRAMME

- 26.1 Within 15 days of the date of issue of allotment of the contract, the contractor shall submit to the Engineer-in-Charge for his approval, the programme showing the general methods, arrangements, order and timing for all the activities in the works, along with monthly cash flow forecasts for the construction of works.
- 26.2 An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining works, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Engineer-in-Charge for approval an updated Programme at intervals no longer than **15 days**. If the contractor does not submit an updated Programme within this period, the Engineer-in-charge may withhold 2% of the bill from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 26.4 The Engineer-in-Charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time and the revised programme shall show the effect of variations and compensation events.

27. EXTENSION OF THE INTENDED COMPLETION DATE

- 27.1 The Engineer-in-charge shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining works which would cause the contractor to incur additional cost.
- 27.2 The Engineer-in-Charge shall decide whether and by how much time to extend the intended completion date within 30 days of the Contractor asking the Engineer-in-Charge for a decision upon the effects of a Compensation Events of variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.
- 27.3 The Engineer shall within 21 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review Expert under clause 24.

28. DELAYS ORDERED BY THE ENGINEER-IN-CHARGE

- 28.1 The Engineer-in-Charge may instruct the Contractor to delay or start or progress of any activity within the works. Delay/delays totaling more than 30 days will require prior written approval of the Competent Authority.

29. MANAGEMENT MEETINGS

- 29.1 The Engineer-in-Charge may require the contractor to attend a management meeting. The business of a management meeting shall be to review the progress of the works.
- 29.2 The Engineer-in-Charge shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for action to be taken shall be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. QUALITY CONTROL

30. IDENTIFYING DEFECTS

- 30.1 The Engineer-in-Charge shall check the Contractor's work and notify the contractor of any defects that are found. Such checking shall not absolve the contractor from his responsibilities with regard to quality of work. The Engineer may instruct the contractor to search for the defect and to uncover and test any work that the Engineer considers may have a defect.

- 30A The contractor shall arrange all the scheduled materials required for construction and other required materials at his own cost and will bear all the taxes including transportation, loading, unloading, stacking, storage, safe custody against the damage due to sun, rain dampness, fire theft etc.

The contractor shall procure all the material from source approved by the Engineer in charge in writing. All material brought to the site shall be duly accounted by the contractor and got insured against loss due to any reason whatsoever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Engineer in charge. The department may summon the complete record of the procurement of materials from the contractor at any time if needed. At site, the material shall be accounted in a manner prescribed by the Engineer in Charge in writing.

The material procured by the contractor shall be strictly according to the specification of that material conforming to ISI standard or any other approving authority as applicable. Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of order of Engineer in Charge to remove the material. Steel for reinforcement shall be purchased from SAIL, TATA Steel or RINL. HT Strands shall be purchased from Usha Martin, Tata Steel. POT cum PTFE Bearings & Elastomeric slab seal Expansion Joints shall be purchased only from the original manufacturers approved by MORTH and duly certified by DGS&D. OPC 43/53 Grade Cement manufactured in Mega/ Major cement plants conforming to relevant IS codes shall only be used.

31. TESTS

31.1 The Contractor shall be solely responsible for:

- a) Carrying out the mandatory tests prescribed in the **IRC / MOST / BIS/ MORTH.**
- b) The correctness of the test results whether preformed in his laboratory or elsewhere.

31.2 If the Engineer-in-Charge instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test Confirms the defect, then the contractor shall have to pay for the tests and the defective work shall have to be dismantled and reconstructed in accordance to the IRC / MOST /BIS/ CPWD/MORTH Specifications as applicable. It would be mandatory to contractor that, the tests of Cement, Steel and HTS from National test House Gaziabad at least twice during the currency of contract, the cost of these tests shall be borne by the contractor.

32. CORRECTION OF DEFECTS NOTICED DURING THE DEFECT LIABILITY PERIOD OF 36 MONTHS

32.1.1 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of Defect Liability period which shall begin on completion of work and ends after three year. The defects liability period shall be extended for as long as defects remain to be corrected.

32.1.2 Every time notice of defect/defects is given to the contractor, he shall correct the notified defect/defects within the length of time specified in the Engineer-in-Charge's notice.

33 UNCORRECTED DEFECTS

33.1 If the Contractor has not corrected a defect pertaining to the defect liability period under clause 32.1.1 and clause 32.1.2 of these conditions of contract to the satisfaction of the Engineer-in-Charge within the time specified in the Engineer-in-Charge's notice, the Engineer will assess the cost of having the defect corrected and the contractor will pay this amount on correction of the defect or the same can be recovered from any amount due to him.

D. COST CONTROL

34 **BILL OF QUANTITIES**

34.1 Deleted

34.2 Deleted

35 **VARIATIONS** (DELETED)

36 **PAYMENT FOR VARIATIONS** (DELETED)

36.1 (DELETED)

36.2 DELETED

36.3 **DELETED.**

37 **CASH FLOW FORECASTS**

37.1 When the programme is updated the contractor shall provide the Engineer-in-Charge with an update cash flow forecast

38 **PAYMENT CERTIFICATES**

38.1 **The payment to the Contractor will be as follows for construction work:**

- a) The Contractor shall submit to the Engineer-in-Charge monthly statements of the value of the work executed less the cumulative amount previously paid.
- b) The Engineer-in-Charge shall check the Contractor's monthly statement within 15 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in the question in respect of material, recoveries of secure advance, etc.
- c) The value of work executed shall be determined by the Engineer-in-Charge.
- d) Deleted.
- e) Deleted.
- f) The Engineer may exclude any item certified in a previous certificate to reduce the proportion of any item previously certified in any certificate in the light of later information.

- g) The final bill is to be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for the work and payment shall be made accordingly within a period of sixty days after the submission of final bill.

39 PAYMENTS

- 39.1 Payment shall be adjusted for deductions for advance payments security deposit other recoveries in terms of the contract and taxes at source as applicable under the law.
- 39.2 The Employer may appoint Executive Engineer as specified in the Contract data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer
- 39.3 Items of the works for which no rate or price has been entered in the bill of quantities will not be paid for by the Engineer-in-Charge and shall be deemed covered by other rates and prices in the contract.

40 COMPENSATION EVENTS

- 40.1 The following shall be compensation events unless they are caused by the contractor
 - a) The Engineer orders a delay or delays exceeding a total of 30 days.
- 40.2 If a compensation event would prevent the works being completed before the intended completion date the intended completion date shall be extended. The Engineer shall decide whether and by how much the intended completion date shall be extended, however no financial claim on account of extended period of time shall be entertained.

41 TAXES

- 41.1 The rates quoted by the Contractor shall be inclusive of the sales / Turnover/Service Tax and other levies, duties, royalties, cess, toll, taxes of central and state Govt. local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as applicable from time to time. Any additional tax imposed by Central/ State Govt. during the contract period shall be borne by the contractor.

42 CURRENCIES

42.1 All payments will be made in Indian Rupees.

43 SECURITY DEPOSIT

43.1 The Employer shall retain security deposit as in vogue from each payment due to the contractor until completion of the whole of the works.

43.2 The security deposit and EMD will be released to the contractor as under:-

- a)** EMD shall be released after the drawal of agreement upon receipt of performance security @ 5% of bid amount subject to confirmation of Bank Guarantee from the Head Office of issuing Bank.
- b)** Security deposit/retention money of the contractor shall be released as under:-
 - i) 50% after completion, handing over, commissioning of work & submission of “As Built” drawings.
 - ii) 50% after completion of defect liability period i.e 36 months after completion of work as prescribed in bid document.

43.2.1 Performance security shall be released after the completion of defect liability period is over subject to rectification of defects pointed by the Engineer in-charge.

43.2.2 Additional Performance Security (in case of unbalanced bid) shall be released after completion of the work as prescribed in the Bid Document.

44 LIQUIDATED DAMAGES

44.1 The Time is an essence of the contract. If the contractor is not able to achieve the desired progress as stipulated in the prescribed mile stone in the contract data to general conditions of the contract at S.No.17, The Engineer-in-charge shall have authority to evoke the Liquidated Damages.

44.2 If the intended completion date is extended after liquidated damages have been paid the Engineer-in-Charge shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate.

45 ADVANCE PAYMENT-

(DELETED)

46 SECURITIES

The performance security equal to 5% of the contract shall be provided to the Employer not later than the date specified in the letter of acceptance and shall be issued in the form given in the contract data and by a schedule commercial bank. The performance security shall be valid until a

date 45 days from the date of expiry of defects liability period.

47 COST OF REPAIRS

47.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction periods shall be remedied by the contractor at his cost.

E. FINISHING THE CONTRACT

48 COMPLETION

48.1 The contractor shall request the Engineer-in-Charge to issue a certificate of completion of the works and the Engineer will do so upon deciding that the works is completed.

49 TAKING OVER

49.1 The employer shall take over the site and the works within seven days of the Engineer-in-Charge's issuing a certificate of completion. The contractor shall continue to remain responsible for rectifying any defects arise/pointed out by the Engineer In-charge during the defects liability period of 36 months.

50 FINAL ACCOUNT

50.1 The contractor shall supply the Engineer-in-Charge with a detailed account of the total amount that the Contractor considers payable under the contract before the end of the defects liability period. The Engineer shall issue a defects liability certificate and certify any final payment that is due to the contractor within 90 days of receiving the contractor's account if it is correct and completed. If it is not the Engineer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted the Engineer-in-Charge shall decide on the amount payable to the contractor and issue a payment certificate within 90 days of receiving the contractor's revised account.

51 OPERATING OF MAINTENANCE

51.1 "As built" drawings shall be provided by the contractor in triplicate after completion of work.

51.2 If contractor does not supply them by the drawings and/ or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the contract data from the payments due to the contractor.

52 TERMINATION

52.1 The employer may terminate the contract if the contractor causes a fundamental breach of the contract. For this purpose 14 days notice in writing shall be given to the contractor by the Engineer in charge clearly stipulating the grounds of breach of contract.

52.2 Fundamental breaches of contract shall include but shall not be limited to the following:

- i. The contractor stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer-in-Charge.
 - ii. The contractor is declared as bankrupt or goes into liquidation other than for approval, reconstruction or amalgamation.
 - iii. The Engineer-in-Charge gives Notice that failure to correct a particular defect is a fundamental breach of contract and the contract and the **contractor fails** to correct it within a reasonable period of time determined by the Engineer-in-Charge.
 - iv. The contractor does not maintain a security which is required:
 - v. The contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid as defined in clause 44.
 - vi. The contractor fails to provide insurance cover as required.
 - vii. If the contractor in the judgment of the Employer has engaged in the corrupt or fraudulent practice in competing for or in executing the contract. For the purpose of this clause “corrupt practice means the offering, giving, receiving or soliciting or anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice”:- means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among “Bidders”(prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
If the contractor has not completed at least forty percent of the value of construction work required to be completed after half of the completion period has elapsed;
 - viii. Any other fundamental breaches as specified in the Contract data.
- 52.3** Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 52.4** If the contract is terminated, the contractor shall stop work immediately, make the Site safe and secure, and handover the site as soon as reasonably possible.
- 52.5** After the termination of the contract under this clause, the department shall be at liberty to (i) to get the balance work executed through some other contractual agency or through department means or to (ii) abandon the balance work all together or to (iii) modify the design and scope of the work in any manner.

53 PAYMENT UPON TERMINATION

- 53.1** If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done and materials ordered, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed (20%) as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.
- 53.2** If the contract is terminated at the Employer's convenience, the Engineer-in-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's cost of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law.

54 PROPERTY

- 54.1** All material on the Site, Plant, Equipment, Temporary Works and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the contract is terminated because of the contractor's default till the "works" is completed after which it will be transferred to the contractor and credit, if any given for its use.

55 RELEASE FROM PERFORMANCE OF CONTRACT

- 55.1** If the contractor is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the contractor, and the Engineer-in-Charge certifies that the contractor has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

F. OTHER CONDITIONS OF CONTRACT

56. **LABOUR**

- 56.1 The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other and for their payment, housing, feeding and transport.
- 56.2 The contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the site and such other information as the Engineer may require.

57. **COMPLIANCE WITH LABOUR REGULATIONS**

- 57.1 During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to part I General Condition of contract. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the Competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any on the part of the contractor 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.
- 57.2 The Employer / Engineer-in-Charge 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.

58. **DRAWINGS AND PHOTOGRAPHS OF THE WORKS**

- 58.1 The contractor shall do photograph /video photograph of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this and shall submit a Hard copy and soft copy of the same to the Engineer-in-charge for record and reference.
- 58.2 The contractor shall not disclose details of drawings furnished to him and works on which he is engaged without the prior approval of the Engineer-in-Charge in writing. No photograph of the works or any part thereof or plant employed therein, except those permitted under

clause 58.1 shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractors without the prior approval of the Engineer-in-Charge in writing. No Photographs /Video photography shall be published or otherwise circulated without the approval of the Engineer-in-Charge in writing.

59. THE APPRENTICES ACT 1961

- 59.1 The Contractor shall duly comply with the provision of the apprentices Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said act and said Rules.

CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT

1. The Employer is: **Jammu and Kashmir Projects Construction Corporation Ltd.,**

Designation: **Managing Director**

Address: Summer: **Haft Chinar near Sher Gari Police Station Srinagar-190009 (J&K).**

Winter: **JKPCC Office Complex Rail Head Complex Jammu-180012 (J&K)**

2. Name of authorized Representative

The Engineer-in-charge is: **Er. Pawan Kumar**

Designation: **Dy. General Manager**

Address: **JKPCC Ltd. Unit – 4th Rail Head Complex Jammu-180012 (J&K)**

Telephone No. **0191-2471407**

FAX No. **0191-2470432**

3. The Intended Completion Date for the whole of “the works” is **36 months** after the start of work
4. Rectification of defects during defect liability period shall be carried out by the contractor on his own expenses to the entire satisfaction of the engineer in charge.

The site is located at: Sajwal (Pargwal) Left Side and Indri Pattan (Jourian) on Right Side

5. The Start Date shall be twenty one **days** after the date of issue of the Notice to proceed with the work.
6. (A) The name and identification number of the Contract is:
- i. **Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).**
 - ii. **Job No. CRF-J&K-2015-16-141**

- (B) **Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).**
This work shall inter-alia include the following as specified or as directed:-

(a) **ROAD WORKS**

Widening/ New Construction including earthwork cutting, RBM filling 12000 Cum, Edge wall 3200 Mtrs of average height 1.5 Mtrs, Retaining wall 400 Mtrs of average height 4.5 Mtrs, Side Drain 2300 Mtrs, 4 Nos. RCC culverts of 1 Mtr span each, 2 Nos. RCC culverts of 2 Mtrs span each, Counterfort Retaining wall 200 Mtrs of average height 15 Mtrs, WBM Grade II 1300 Cum, 100mm thick WMM 1500 cum, 50mm thick BM 1000 cum & 25mm thick SDBC 20000 Sqm.

(b) **BRIDGE WORK**

Site clearance, setting out and layout of bridge alignment, Construction of well foundations, well caps, pier, pier caps, abutments, abutment caps, bearings, prestressed box girders, balanced cantilevers, crash barrier, railing, foot path, wearing coat, expansion joints, approach slabs, return walls, painting, retro-reflective white paint center line and all other relative activities to complete the work. The quality assurance, clearing the site and handing over the works on completion. Rectification of the Defects during the Defects Liability period and submission of "As-Built" drawings and other related documents and other items of works in accordance with the Drawings and the provision of the contract and to ensure safety.

(c) **MAINTENANCE AND OTHER ITEMS**

The tenderer is required to fulfill all the contract obligations as per the Bid documents. The rectification of defects during defect liability period shall be the entire responsibility of firm and nothing extra shall be paid on this account.

7. Sectional completion is: (Cl. 2.2 of General Condition of contract)
8. The following documents also form part of the Contract: (Cl. 2.3)
9. (a) The law which applies to the Contract is the law of J&K Govt. :
- (b) The language of the Contract documents is **English:** (Cl.3.1)
10. The schedule of Other Contractors is attached.: (Cl. 8.1)
11. A. The Technical Personnel supposed to be working with the contractor are : (Cl.9.1)

12. [REFERENCE CL. 4.5(B) (b)]

S. No.	Personnel	Qualification	Minimum No.
1.	Project Manager	BE (Civil) + 15 years experience in bridge construction.	1 No.
2.	Site Engineer	BE (Civil) + 10 years experience in bridge construction.	1 Nos.
3.	Quality Surveyor	BE (Civil) + 7 years experience or Diploma Civil + 10 years experience in bridge construction.	1 No.
4.	Survey Engineer	BE (Civil) + 5 years experience or Diploma Civil + 8 years experience in bridge construction.	1 No.
		Total	4

For field testing laboratory;

Technical Personnel	Number
_____ _____ _____ _____ _____ Technician having 3 years field experience in field testing (For Sample collection)	01 Nos.

B. For routine maintenance

(Deleted)

13. (a) Amount deductible for insurance : (CI.13.0)

As per prevalent norms/rules

14. Site investigation report

15. (a) Competent authority is:
Managing Director JKPCC Ltd. Jammu/ Kashmir.

16. (a) The period for submission of the programme for approval of (CI.26.1)

Engineer-in-Charge shall be **15days** from the issue of letter of Acceptance.

- (b) The updated Programme shall be submitted at interval of 15 **days**
(CI.26.3)
- (c) The amount to be withheld for late submission of an updated
programme shall be **2% of the bill from the next payment**
(CI.26.3)
17. (Deleted)
18. The authorized person to make payments is **Dy. General Manager, JKPCCL Ltd. Unit- 4th Jammu**
(CI.39.2)
19. (a) Milestones to be achieved during the contract period
- (i) 25 % of the entire contract work upto 1/4th of the period allowed for completion of construction.
- (ii) 50% of the entire contract work upto 1/2 of the period allowed for completion of construction.
- (iii) 75% of the entire contract work upto 3/4th of the period allowed for completion of construction.
- (iv) 100% of the entire contract work upto the expiry of completion period allowed for completion of construction
- (b) Maximum limit of liquidate damages for 10% **percent of the Initial** delay in completion of works **Contract Price, rounded off to the nearest thousand**
(CI.44.0)
20. The Standard form of Performance Security acceptable to the Employer Shall be an **FD/TDR/BANK GUARANTEE** of the type as presented in the Bidder Documents.
21. (a) The period for setting up a field laboratory with the prescribed equipment is **21days** from the date of notice to start work.
- (b) The following events shall also be fundamental breach of contract
22. (Deleted)
23. The Percentage to apply to the value of the work not completed
(CI.53.1)

24. The proportion of payment retained (retention money) shall be 5% from each bill subject to a maximum of 5% of final contract price.
25. Amount of liquidated damage for Delay in completion of works or delay in completion of any milestone
For Whole of work (1/20000) th of the Initial Contract Price, rounded off per day.
26. Maximum limit of liquidated Damages for delay in completion of work
10% percent of the initial Contract price rounded off to the nearest thousand.
27. The amount of the advance payment area:
Nature of Advance Amount (Rs.) Conditions to be Fulfilled.

I	Mobilization Advance	
	(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions).	DELETED
28	Repayment of advance payment for mobilization: The recovery of mobilization advance and interest thereof shall stand start when 20% of the work is completed and shall be fully made when 80% of the work stands completed provided that the loan shall be completed repaid prior to the expiry of the original time for completion pursuant to Clause 17 and 28.	Not Applicable
29	The standard form of performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 4 of the Bidding Documents.	CI-46.0
30	The date by which 'as built' drawings (in scale as directed) in 2 sets are required in within 28 days of issue of certificate of completion of whole or	CI.51.1

	part of the work, as the case may be.	
31	The amount to be withheld for failing to supply “as built” drawings by the date required is Rs.10 lakhs.	C1.51.2
32	The percentage to apply to the value of the work not completed representing the employer’s additional cost for completing the works shall be 20 per cent.	C1.53.1

CONDITIONS OF CONTRACT

PART-II SPECIAL CONDITIONS OF CONTRACT

These conditions vary and add to the conditions of contract set out in Part I General Special conditions.

1. LABOUR

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other 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 thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient feature 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 employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. DEPARTMENTAL MATERIAL FOR ISSUE TO THE CONTRACTOR (DELETED)

4. TERMINATION OF CONTRACT IN THE EVENT OF DEATH:

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then, unless the Accepting Authority is satisfied that the legal representative of the individual contractor or the proprietor of the proprietary concern and in the case of the partnership, the surviving partners are capable of carrying out and completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part without the Department being in any way liable to payment of any compensation of the estate of the deceased contractor and or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

4.1 The accepting authority shall on such cancellation have powers to:

- (a) Take possession of the site and any materials, constructional plants, implements, stores etc.
 - b) Carry out the in-complete work by any means through some other agency.
- 5.** The tenderer shall in their own interest examine the conditions of the contract and specification of the work. They shall also inspect the site and satisfy themselves (on their own) as to the climatic and other conditions prevailing at the site, the nature and extent of the work, all existing and required roads and other means of communication and access to site, availability of housing and other facilities, availability of different materials, labour and probable sites for labour camps, stores and Go down etc. They shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may affect or influence their tender. No extra charges consequent to any misunderstanding or otherwise on this account shall be allowed.
6. No extra quantity on account of execution of earth excavation work beyond proposals or land slides during execution of work shall be allowed. The tenderer are therefore advised to inspect the site and examine the proposals pertaining to the project before tendering for the work. However, in case of any variations noticed in earth work x-sections the same shall be corrected after verification by the Engineer-in-Charge before start of work. All such extra expenses involved for execution of work beyond proposals and for removal of land slides during execution of work shall be included in their Offered rates for this item of work and no extra payment on this account shall be entertained. (Deleted)
7. The payment shall be made to the Contractor for the finished and complete component of earth work only. No interim payment for the incomplete component of work shall be made. (Deleted)

CONDITIONS OF CONTRACT

APPENDIX TO PART I GENERAL CONDITION OF CONTRACT

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT 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 condition on separation if any employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say 15 days) wages for every completed year of service. The act is applicable to all establishments employing the prescribed minimum number (say 10) or more employees
- c) **Employees P.F and Miscellaneous Provision Act 1952.-** The Act provides for monthly contribution by the Employer plus workers at the rate prescribed (say 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 Benefits 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 prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948.-** The Employer is to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a schedule employment. Construction of buildings, road, and runways is scheduled employment.
- 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 wage 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 establishment employing prescribed minimum(say 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances States may have different number of employment size.
- 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 becomes 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 establishment employing prescribed minimum (say 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Union 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 process and provides for regulations of employment of children in all other occupations and process. 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 prescribed minimum (say five) or more inter state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen in an establishment to which this Act becomes applicable are required to be provided certain facilities such as Housing, Medical –Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The building and other construction workers (Regulation of Employment and condition of service) act 1996 and the Census Act of 1996.-** All the establishments who carry on any building or other construction work and employs the prescribed minimum (say 10) or more workers are covered under this act. All such establishment are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or

construction work and other welfare measures , such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) **Factories Act 1948 .:-** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say 10) persons or more with aid of power or another prescribed minimum (say 20) or more persons without the aid of power engaged in manufacturing process.

SECTION -5

LETTER OF ACCEPTANCE AND OTHER FORMS STANDARD FORMS

(a) LETTER OF ACCEPTANCE

NOTES ON STANDARD FORMS OF LETTER OF ACCEPTANCE

The letter of Acceptance will be the Basis for formation of the Contract as described in Clause 31 and 32 of the instructions to Bidders. This standard Form of Letter of Acceptance should be filled in and sent to the successful bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

/Letterhead paper of the Employer)

(Date)

To:

(Name of the Contractor)

(Address of the Contractor)

This is to notify you that the Employer namely _____ has

Accepted your Bid dated _____ for execution of the _____ (name of the contract) and rectification of defects of the works for one years for the Contract Price of Rupees.

_____ (amount in figures and modified* in accordance with the Instruction to Bidders is hereby accepted by our Agency.

You are hereby requested to sign the contract failing which action as stated in CI.33 of ITB will be taken.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Attachment:

* Delete “corrected and” or “and modified” if only one of these action applies. Delete “as corrected and modified in accordance with the Instruction to Bidders” if corrections or modifications have not been effected.

STANDARD FORM OF AGREEMENT

Notes on Standard Form of Agreement

Border : none; mso-border-alt:soild window text. 75 pt; padding: Oin; mso-padding-alt: 1.0 pt 4.0 pt 1.0 pt 4.0 pt> Notes on standard form of agreement.(The Agreement should incorporate any corrections or modifications to Bid resulting from corrections of errors (Instructions to bidders, Clause 26)

STANDARD FORM : AGREEMENT

AGREEMENT

This agreement, made the _____ day of _____ 20_____, between _____ [name and address of Employer]

(hereinafter called “the Employer”) of the one part, and _____

_____ [name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute _____

_____ [name and identification number of Contract](hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees _____

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy and defects therein in conformity in all aspects the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construct as part of this Agreement , Viz:-
 - i)* Letter of Acceptance;
 - ii)* Notice to Proceed with works;
 - iii)* Contractor’s Bid;
 - iv)* Contract Data;
 - v)* Special Conditions of Contract and General Conditions of Contract;
 - vi)* Specifications
 - vii)* Drawings;
 - viii)* Bid form: and
 - ix)* Any other documents listed in the Contract Data as forming part of the contract.

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

The Common Seal of

was hereunto affixed in the presence of:

signed, Sealed and Delivered by the Said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

SECTION- 6

TECHNICAL SPECIFICATIONS

CLAUSE-1 specifications

The contractor shall execute the whole and every part of the work in the most substantial and workmanship like manner both as regards to material and otherwise in every respects strictly in accordance with the following specifications with latest amendments up to the date of tendering.

1. I.R.C./MORTH/I.S. Codes/AASHTO/BS in that order
2. JKPCC Ltd. specifications where specifications at S.No.1 are not applicable or available.

Note-1

If there are any conflicting provisions in IRC/IS codes, the provision in IRC codes will have precedence over the relevant conflicting provision in IS code/MORTH specifications/PWD specifications.

Note-2

Specification stipulated above notwithstanding the technical provisions provided in this BIDS DOCUMENT shall be followed strictly.

CAUSE-2 PITS AT SITE PROHIBITED

No pits shall be dug by the contractor at or near the site of work for taking out earth for use in the work. In case of default, the pits so dug shall be got filled by the department at the cost of the contractor, charging additional amount of fourteen percent towards departmental charges.

Cause-3 co- ordination with other agencies

The contractor shall maintain close co-ordination and afford necessary facilities to other agencies executing other works like Electrifications, Horticulture, Water Supply Sewerage and External Services etc. No. claim for additional payment on this account shall be entertained.

Clause-4 technical staff

The technical staff shall be available at site at all time. In case the contractor fails to employ the minimum technical staff and fails to ensure their attendance/presence, recovery shall be made from his bills at the rate of twice the average pay of corresponding staff working with the Public Works Department.

Cause-5 consultants for quality control

(Deleted)

Cause-6 performance test.

The contractor shall give a satisfactory performance test of entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for this test.

Clause-7 quality control on works and materials

7.1 The contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall therefore have his own independent and adequate set up for ensuring the same.

- 7.2 The Engineer shall inspect the work from time to time during and after the Construction and get the quality of the work tested (By himself), by his quality control and testing units or by any other agency deemed fit by him generally as per the requirements of the Hand Book of quality control for the construction of the roads and runways (IRC special publication) as per MORTH specifications. Additional test may also be conducted where, in the opinion of Engineer-in-charge need for such tests exists. In the absence of clear induction and frequency of tests for any item in the above mentioned publication, procedures and tests as directed by the Engineer shall be followed.
- 7.3 The contractor shall provide necessary co-operation and assistance in obtaining the samples for tests and carrying out the field tests as required by the Engineer-in-charge from time to time. This may include provision of labour, attendance assistance in packing and dispatching and any other assistance considered necessary in connection with the tests.
For the work of other material over the finished layer shall be done after obtaining proceeding with the next stage of construction.
- 7.4 Similar permission shall be obtained in respect of other items of work before proceeding with the next stage of construction.
- 7.5 The contractor shall carry out modification in the procedure of work, if any as directed by the Engineer at his own cost.
- 7.6 Works falling short of quality as per tests indicated above shall be rectified by the contractor as directed by the Engineer at own cost.
- 7.7 (Deleted)
- 7.8 For cement, mild steel, high tensile steel, bearings, old concrete and similar materials where essential tests are to be carried out at the manufacturer's plants or at the laboratories other than the site laboratories the cost of samples, sampling, testing and furnishing of test certificates shall be borne by the contractor. He shall also furnish the test certificates to the Engineer.
- 7.9 For testing of the cement concrete at site during construction, arrangement for supply of samples, sampling, testing and supply of test result shall be made by the contractor as per the frequency and number of test as mentioned in the hand book of quality control for the construction of roads and runways and relevant MORTH/ IRC codes for bridge works.
- 7.10 The method of sampling and testing of the materials shall be as required by the Hand Book of quality control for construction of roads and runways IRC publication or relevant IRC/BIS specifications, or as appraised by the Engineer in charge.
- 7.11 Where the Engineer considers that in the interest of the control of the quality on materials or workmanship, modifications, are necessary, such modifications shall be carried out by the contractor at no extra cost. The Lump sum amount tendered shall be deemed to be inclusive of all costs of the provision indicated in the above mentioned clauses.

Clause-8 surveying and measuring equipments

Equipments for surveying and measurement on the work shall be procured by the contractor for his use. The same shall also be made available to the Engineer at the site for any work connected with the contract without any additional charges.

Clause-9 Arrangement of sources of supply for earthwork for embankment construction and other material.

The materials for embankment construction shall be obtained from areas to be approved by the Engineer. The responsibility for arranging and obtaining the land for borrowing or exploiting in any other way shall rest with the contractor, who shall ensure smooth and uninterrupted supply of the quality required in construction period.

Similarly, the supply of aggregates for construction of road pavement shall be from quarries approved by the Engineer. Responsibility for arranging uninterrupted supply of materials from the source shall be that of contractor. (Deleted)

Clause-10 Site conditions climatic conditions and marketing Facilities

The detailed particulars of these conditions/facilities are as per Annexure C.

Clause-11 Setting out of works

- 11.1 The work shall be set out in accordance with finally accepted design by the department.
- 11.2 The setting out of works shall consist of establishment of reference pillars, the layout of bridge and its center line according to the site plan. For this purpose any permanent bench mark or reference pillars established shall be located or alternatively the setting be done with reference to the permanent feature i.e pillars to be fixed at site.
The center line of bridge shall be extended in both ends to at least 15 meters from the center line of pillars. They shall be so located that they are in no way disturbed during the period of construction.
Apart from these, the two other reference pillars shall be established on each bank to eliminate the need of orienting the theodolite every time with the help of the pillars on the opposite bank.
These reference pillars shall be connected with some permanent features at the site so that they can be correctly relocated in case they get disturbed during the construction period.
- 11.3 For the layout work and establishing the center line of bridge only one steel tape shall be used through out the work and where work for bridge is done by travesty the traverse shall be closed bund. In case of minor errors these should be corrected by interpolation and layout centre line pillars got approved from the Engineer in charge.
- 11.4 The center line of the bridge pillars abutments and the foundation shall be established by the theodolite/total station and the center line marks shall be batched on the steel embedded in concrete pillars of such dimensions and construction at such intervals and places as may be directed by the Engineer in charge.
- 11.5 The contractor shall be responsible for the true and proper setting out the work and all the duties concerning the establishment of the bench marks permanent theodolite stations center line pillars etc. for performing all the functions necessary at commencement and during the progress of work till final completion of all the items of work shall be carried out by the contractor at his own cost.

Clause-12 Utility services

Provision will be made for accommodation of telephone conduits, electric lines, water pipelines etc. on either side of the bridge as per site requirements and as approved by Engineer-in-charge.

Clause-13

Pier wells shall be checked for one span dislodged condition without any extra cost.

Clause-14 Design loading**14.1 Design loading for foundation and sub structures**

The foundation and substructure shall be designed as per loads and forces given in IRC 78-2000 (Bridge code section VII)

14.2 Design loading for superstructures

The superstructures shall be designed for loads and for and forces as given in IRC 6-2000 (Bridge code section - II) In addition the superstructures shall be designed to cater the differential temperature gradients as per BS-5400 (latest edition) for water proof surfacing.

14.3 Live loads

The structure shall be designed to cater to the following loading patterns.

- i) IRC Class “A” 2 Lanes or IRC Class 70 R- Single lane tracked or wheeled whichever produces severer stresses.

14.4 The horizontal seismic shall be considered as per provision in IRC-6-2000 (Bridge Code Section-II) subject to the stipulation that for design of bearing the seismic coefficient should be doubled.

Clause-15 specifications**15.1 general**

- a) Design of bridge components and their construction shall be strictly in accordance with the stipulation under clause 1 of technical specifications.
- b) If there is any conflict in provisions of the BIDS DOCUMENT and the codes, the provisions in the BIDS DOCUMENT (written documents) will take precedence.
- c) The contractor shall submit his own outline GAD & other relevant drawings during tender stage. The tenderer’s drawings showing the proposed structure for bridge should give approximate dimensions of various components of the bridge structure as envisaged by the department so that it can be fairly established from perusal of the drawings that all the technical requirements would be met with. However, tenderer’s drawings shall be subject to amendments and corrections as per BIDS DOCUMENT at the time of detailed design scrutiny.

Note:- All the books, codes and specifications etc., referred to in the BIDS DOCUMENT with latest publications and amendments issued up to the date of tender shall be applicable.

- d) Stresses in pre stressing will be as per relevant ISI code manufacturers test certificate or actual test which ever gives least values.

Clause: 15.2 Sub soil investigations

Wherever required, the sub surface exploration shall be carried out as per IRC-78-2000 bridge code Sec-VII.

15.2.1 “Notwithstanding anything stipulated in the specifications, steel bars having a diameter less than 10 mm dia shall not be used as structural reinforcement except for meshes, links in railing or any components of the bridge allowed by the Managing Director.

15.3 FOUNDATIONS

15.3.1 While checking the stresses at the base of foundation it shall be ensured that under worst combination of forces, there is no uplift pressure.

15.3.2 Type of foundation for piers shall be well foundation and open/ well foundation for abutments. The depth of well foundation should be as per design based on hydraulic data and sub soil investigation. The weight of cutting edge of well curb for bridge shall be as per relevant IRC code and well curb shall be provided as per IRC 78-2000.

15.3.3 PROVISION OF DIVERSION CHANNEL COFFER DAM

For sinking of wells or open foundation as the case may be, if the diversion of channel / dewatering / slush removing etc. or coffer dam construction for any work becomes necessary, it shall be done by the contractor at his own cost and nothing extra shall be paid on this account.

15.3.4 WELL-SINKING

The tender shall cover the cost of sinking of wells wherever required through all types of strata met with at site and all methods of sinking including the cost of services of divers and of other equipments ancillary to removal of boulders, dislodging isolated obstructions below the cutting edge or inside the well and such other operations as may be required for sinking of wells including dewatering, chiseling, with use of divers etc. for taking the wells to the approved design levels. The department may require the contractor to carry out well sinking by water jetting method or any other method approved by the competent authority and nothing extra shall be payable on this account.

15.3.5 The steining thickness of the well shall be calculated as per IRC-78-2000 (Bridge code section VII). Decision of the accepting authority in this regard shall be final and binding.

15.3.6 The steining of wells shall be constructed in stages and the wells sunk vertically as far as possible to the final levels. To account for any possible tilt and shift in the well during sinking, the designs of the wells will take into consideration the following tilts and shifts as per clause 710.4 (IRC-78-2000)

- a) TILTS- i.e. the deviation of well from vertical position one in eighty (1 IN 80) in a resultant direction.
- b) SHIFT – i.e. 5% of the outside diameter of circular well and to minimum outside dimension of well of another shape of 6” (150mm) whichever is less.

15.3.7 If the actual tilts or shift in any well exceeds the limits mentioned in 15.3.6 above, the work may be accepted only on written request of the contractor, subject to safety of the structure, established by submitting calculation for founding pressure and steining stresses etc. at various levels for actual tilt and shift and any remedial measure required to bring the stresses within the permissible value (such as increase in the dimension of well to bring the stresses within the permissible value or increase in the dimension of well cap, provision of dummy weights on the well cap, adjustment of span length etc.). The cost of all such remedial measures would be borne by the contractor and they would be carried out by him without claiming any extra cost from the department and recovery shall be made as per MORTH specifications for roads and bridge works latest edition with latest amendments.

15.3.8 BOTTOM PLUGGING OF WELLS

The bottom plug shall extend to a level not less than 300mm above the top of well curb and shall have a minimum cement contents of 363 kg/cum and a slump of about 150mm, inverted dome shaped surface shall be ensured under the well for bottom plug.

- 15.3.9 Dome shall extend $D/6$ below the bottom of cutting edges. All efforts will be made to achieve a sump depth of $D/6$ for bottom plugs but in case formation of such sump is not possible at site due to adverse soil conditions, the tenderer could be allowed to plug the well with sump depth actually possible at site subject to financial adjustment. (“D” being outer diameter of well). Soundness of two bottom plugs as per choice of the Engineer-in-charge shall be tested as per provision in MORTH specification CI 1208 latest edition which is reproduced below:-

“The soundness of bottom plug may be tested by dewatering well by 5 meter below the surrounding ground water level and the checking the rise of water. The rate of rise shall preferably be less than 10cm per hour. In case of the rate of rise is higher then remedial measures as directed by the Engineer shall be taken by the contractor at his own cost.” The test shall be done not earlier than fourteen days after concerting.

15.3.10 SAND FILLING

The dredge hole of the wells shall be filled up with local clean sand if necessitated as per design.

15.3.11 TOP PLUG

At least one meter thick top plug shall be laid on top of the sand filling, if laid at the maximum scour level. However thickness could be reduced to 500mm when laid immediately below well cap.

- 15.3.12 The top plug shall be laid in cement concrete as per MORTH specifications.

- 15.3.13 Where top plug is provided at maximum scour level, the well shall be assumed to be filled with water over the top plug level for the purpose of design.

15.3.14 WELL CAP

Well cap shall be R.C.C. solid slab type.

CLAUSE 16 PIERS, ABUTMENTS & WING WALLS / RETURN WALL

Piers, abutments and wing wall / return walls shall be solid reinforced cement concrete structures.

- 16.1 The dimension of the piers shall be so chosen that the obstruction to flow is within limits. The length of bridge shall not be less than chosen as per bids document.

16.2 ABUTMENTS

Only non spill through type abutment shall be adopted. Filter media behind abutment and wing walls shall be as per IRC-78-2000.

16.3 PIER CAPS AND ABUTMENT CAPS

- 16.3.1 Pier caps and abutment caps shall be in reinforced cement concrete.

CLAUSE 17 BEARINGS

The bearings shall conform to the requirements specified for bearing in IRC-83-1999 or BS 5400 as applicable. The bearings shall be procured from the original firms approved by MORTH duly certified by DGS&D and 15 years cost free maintenance guarantee shall be obtained from the manufacturers by the contractor and be made available to the department at the time of installation.

- 17.1 Only POT cum PTFE bearing shall be permitted.
- 17.2 (Deleted).
- 17.3 Inspection and testing of bearings by the Director General of Supplies and Disposals during manufacture is essential. The contractor shall have to produce the necessary certificate and inspection marks from the Director General of suppliers and disposals at his own cost. The test load for bearing shall be 1.5 times the design load / codal requirement which ever is more.
- 17.4 X-Ray or gamma rays examination of casting of this thickness more the 200mm shall have to be carried out at the contractor's cost.
- 17.5 i) To resist horizontal forces, points or lines contact surface shall be avoided.
i) Suitable arrangements against uplift due to earthquake shall also be provided.
- 17.6 The contractor shall ensure that the bearings are central at the end of the defects liability period, except for calculated residual span shortening which is yet to take place.
- 17.7 Provision shall be made for the possibility of lifting the superstructure for replacement of bearings, procedure for replacement as well as stresses involved shall be made available alongwith design keeping in view the provision of IRC 83-1999.

CLAUSE 18: SUPERSTRUCTURE

- 18.1 The superstructure arrangement envisaged by the department is composite superstructure (partly balanced cantilever/ partly prestressed box girder).
- 18.2)
- 18.3) As per design and drawings submitted by the contractor, checked by Proof Consultant and approved by the Department
- 18.4)
- 18.5 (Deleted).
- 18.6 (Deleted).
- 18.7 In case of design, the entire responsibilities will lie with contractor only. The department will not bear any responsibility.
- 18.8 Any extra item will be executed with the prior permission of department only.

- 18.9 If any additional provision is necessary to be made in the structure to cater for army requirements, rates for the same would be arrived as per MORTH/J&K PWD Schedule of Rates/ analysis of rates.
- 18.10 For all superstructure and superstructure items, only steel shuttering shall be used.
- 18.11 Concrete used in substructure & superstructure shall be controlled concrete and shall be weigh batched.
- 18.12 Design criteria for pre-stressed concrete girder shall be as per IRC 18-2000 or other relevant codes for post tensioned / pre tensioned concrete.

18.13 (Deleted).

CLAUSE 19: OTHER ITEMS

- 19.1. Wearing Coat: Shall consist of 25 mm thick mastic asphalt over 40mm Bituminous Concrete wearing coat laid as per MORTH specifications.
- 19.2. Expansion Joint: Elastomeric slab seal expansion joints procured from original manufacturers approved by MORTH be provided at the junction of units of superstructure. 15 years cost free maintenance guarantee shall be made available by the contractor from the manufacturer and be made available to the department at the time of installation.
- 19.3. The expansion joints shall be robust, durable, watertight and replaceable. These shall be provided over the full width of deck and follow the profile including Kerb, Foot path and crash barrier.
- 19.4. Fabricated steel parts of the expansion joints shall be positioned accurately before concreting of that portion of deck slab.

Presence of manufacturer's representative at the time of positioning of embedded parts and installation of expansion joints is mandatory.

19.5. PARAPETS / RAILING

Construction of the railing / crash barriers should go well with superstructure, spans proposed and with the surrounding and add aesthetic appearance of the bridge and also justify the IRC codal requirements.

- 19.6. Crash barrier/Railing shall extend up to the end of return walls.

19.7. WING OR RETAINING WALLS

Suitably designed RCC wing walls shall be provided so as to retain earth behind abutments and to prevent it from falling in to the bearings and the same is to be governed by IRC 78-2000 Clause – 715.

19.8. AESTHETIC REQUIREMENT

The bridge shall be well proportioned and shall be aesthetically satisfactory for appearance. The external finish shall be suited to this requirement and be in harmony with nature and disposition of the material and surroundings. Only steel shuttering shall be used for all exposed R.C.C works.

CLAUSE 20: LOAD TEST**20.1 LOAD TEST (OTHER THAN PILES)**

Lump sum tender shall include the cost of carrying out load test for all loads required to simulate the design assumptions. The foundation or superstructure to be tested shall be decided by the Engineer-in-charge. Minimum two spans shall be load tested as per relevant IS Code.

20.2 Deleted

20.2.1 Deleted

20.2.2 Deleted

20.2.3 Deleted

20.2.4 If a load test on any part of the bridge or on a complete span of the bridge is required to be carried out and deemed necessary for any one or more of reasons specified below:

- i) The work test cubes failing to attain the specified strength.
- ii) Shuttering being prematurely removed.
- iii) Concreting being improperly cured
- iv) Any other circumstances attributable to the negligence or defective material of workmanship on the part of the contractor which is in the opinion of the Engineer-in-charge results at his own cost and thereof being of less than the expected strength.

20.3 If the department requires any further test to be carried out than specified in clause above on foundation or any other component of the bridge or complete superstructure, the contractor shall have to make the arrangement for carrying out the tests and make available results of the same to the department. For these type of tests nothing shall be payable to the contractor for the tests.

20.3.1 In the event of load testing being ordered by the Engineer-in-charge the contractor shall:

- i) Prepare all necessary calculations and details of arrangements for such load testing well in time. The magnitude of the test made and method of carrying out the test, the application of loads, duration of keeping the loads, the equipment to be provided and observation to be made during and after placing the loads in position and observations to be made during the after placing the loads in position etc. and shall get the same approved from the department well in time.
- ii) Make all necessary arrangements for taking observation and the centering equipment etc. that may be needed for measuring the settlement, deflections required for the test to the entire satisfaction of the Engineer-in-charge.
- iii) The contractor shall provided labour and make all observation during the test.

20.3.2 After the tests, the contractor shall submit a report on the result of the tests. The Engineer-in-charge shall then communicate as to whether the tests has been satisfactory or not and any further tests or reconstruction on strengthening etc. is necessary to correct any faults revealed by the test.

20.3.3 Any defects noticed in the structure or any damage done to the bridge at the time of testing which effects or is likely to effect the strength of bridge shall be rectified by the contractor at his own cost by remedial measures or replacements as approved by the Engineer-in-Charge.

20.3.4 When the test by the Engineer-in-Charge is having been completed, the contractor shall remove all loading which might still be on the bridge and well on the surroundings.

CLAUSE 21: PROCEDURE FOR THE LOAD TESTING SUPERSTRUCTURE

Testing of superstructure shall be carried out as per latest IRC codes.

CLAUSE 22: PROCEDURE FOR LOAD TEST SUBSTRUCTURE

Procedure recommended by MORTH/IRC shall be adopted

Clause 23: Deleted

Clause 24: Deleted

CLAUSE 25: ARRANGEMENT FOR CROSS CAMBER

The cross camber in the bridge, deck shall be provided at the slope of 2.5% and the entire cross camber shall be provided in the deck slab.

CLAUSE 26: DRAINAGE SPOUTS

The longitudinal drainage shall be secured by means of drainage spouts fixed in the deck slab and at suitable intervals not exceeding 10 metre centre to centre and the detail of the spouts shall be as per MORTH standard drawing relevant to the deck with modification to ensure that the drained water does not fall on any structure member.

CLAUSE 27: Deleted

CLAUSE 28: Deleted

CLAUSE 28.1: Deleted

CLAUSE 28.2: Deleted

CLAUSE 29: Deleted

CLAUSE 30: Deleted

CLAUSE 30.1: Deleted

CLAUSE 30.2: Deleted

CLAUSE 30.3: Deleted

CLAUSE 30.5: Deleted

CLAUSE 30.6: Deleted

CLAUSE 31: Deleted

CLAUSE 32: Deleted

CLAUSE 33: ECOLOGICAL BALANCE

The contractor shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent and destruction, scarring or defacing of natural surroundings in the vicinity of work or damage to any tree, scrub or water course unless any of same is specifically required to be cleared or removal for construction purpose. Such removal shall only be done with prior approval of engineer who may require the contractor to compensatory plantation at his cost.

No separate payment shall be made for compliance with provisions of this clause and all costs shall be deemed to have been included in the bid. The contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and should be acceptable to the authorities concerned.

CLAUSE 34: PAINTING / CAT EYES, CAUTIONARY BOARDS, OVER HEAD GANTRY SIGN BOARDS

15cm wide thermoplastic road making paint line in white colour shall be provided in front of crash barrier on both sides of the bridges up to the end of approaches as per MORTH specifications.

10cm wide thermoplastic paint centre line in white colour shall be provided on approached and bridge deck as per MORTH specifications.

Single legged cautionary sign boards 90x90x90 made of aluminum sheeting with micro prismatic sign of approved make shall be provided on both sides of bridge including MS angle support on curves complete in all respects as per MORTH specifications.

CLAUSE 35: Deleted

CLAUSE 36: Deleted

ANNEXURE “A”

Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtrs wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).

SCHEDULE OF WORK

S. No.	Description
1.	BRIDGE PORTION
	<p>Setting out, planning, Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtrs wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF) having minimum clear length of bridge between inner ends of the DIRT WALL not less than 1600M along with concrete railing/ crash barrier safe for 2 lanes of ‘A’ class loading or single lane of class 70-R loading which ever gives worst effect and produces severe stresses.</p> <ol style="list-style-type: none"> a. The bridge shall be double lane with 1.5 Mtrs wide footpaths on both sides and crash barrier. b. Founding levels shall be finalized after complete design as per relevant IRC code as required after Sub Soil Investigation is completed. c. In case where the contractor on his own desires to take the foundation to the level below the specified in the design data for design requirements, nothing extra will be payable to the contractor on this account. However, bearing capacity may be increased @ 1.0 t/sqm for each meter increase in depth of foundation. d. The well foundation shall be designed as per IRC 78-2000 ignoring relief due to skin friction in case of cohesion less soils. e. Suitable designed RCC pier and pier foundation as may be required with proper depth depending upon the max scour depth/levels. f. Suitable designed RCC abutment and abutment foundation to meet the site requirements given in the Technical Data and specifications commensurate with the design proposed. g. Properly designed bearings to support the decking system for road way. Suitable arrangement for expansion joint in deck slab including its procurement and fixing extending upto crash barrier. h. Providing and fixing drainage spouts for drainage of rain water and wearing coat. i. Wing wall / dirt walls, return walls as may be needed with proper weep holes for drainage of rain water. j. Provision for carrying telephone conduits, electric lines, water pipelines etc. in proper embedded MS pipes in crash barrier/ deck. k. Load testing of foundation and superstructure should be done as per requirement.

	1. Providing and laying Mastic Asphalt wearing coat on bridge & approach slab. m. Filling between return wall for casting of approach slabs minimum 3.0 M alongwith 600mm thick filter media.
2.	Any other item which is not covered above, but is provided in BID DOCUMENT.

ANNEXURE “B”

J&K (1) PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR

1. SHORT TITLE

These regulations may be called J&K (1) Public works Department Contractor’s Labour regulations.

2. DEFINITION IN THE REGULATIONS

Unless otherwise expressed or indicated the following word and expressions shall have the meaning here by assigned to the respectively that is to say.

- (i) “LABOUR” mean workers employed by J&K (1) Public Work Department Contractor directly or indirectly through a Sub-Contractor or other person or by an agent on his behalf.
- (ii) “FAIR WAGES” means wages whether for time or piece work notified as the time of inviting tenders for the work and where such wages have not been to notified, the wages prescribed by the J&K Works Department for in which the work is done.
- (iii) Contractor shall include every person whether a sub-contractor or headman or agent employing labour on the works taken on contract.
- (iv) “WAGES” shall have the same meaning as defined in the payment of wages Act. 1936 and include times and rates wages.

3. DISPLAY OF NOTICE, REGARDING WAGES, ETC.

The contractor shall before the commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conspicuous place on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the fair wages notified or prescribed by the J&K (1) Public Work Department and the hours of work for which such wages are earned.

4. PAYMENT OF WAGES

- 1. Wages due to every workers shall be paid to him directly.
- 2. All wages shall be paid in current or currency or bolt.

5. FIXATION OF WAGES PERIOD

- 1. The contractor shall fix wages periods in respect of which the wages shall be payable.
- 2. No wage period shall exceed on month.

3. Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
4. When the employment of any worker is terminated by on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding one on which his employment is terminated.
5. All payments of wages shall be made on working day.

6. WAGES AND WAGE SLIPS ETC.

1. The contractor shall maintain wages book each worker in such form as may be convenient but the same shall include the following particulars.
2. Rate of daily or monthly wages.
3. Nature of work on which employed.
4. Total number of days worked during each wages period.
5. Total amount payable for the work during each wage period.
6. All deduction made from the wages with an indication in each cases of the ground for which the deduction is made.
7. The contractor shall also maintain a wage slip for each worker employed on the work.
8. The authority competent to accept the contract may grant and exemption from the maintenance of wage book and wage slip to a contractor who in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGES

1. The wages of a worker shall be paid to him without any deduction of any kind except following:
 - (a) Fines
 - (b) Deduction for absence from duty i.e. from the place or places where by the terms of his employment, he is required the work the amount of deduction shall be in proportion to the period which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the P.W.D. may from time to time allow.
 - (e) No fine shall be imposed on a worker and no deduction for damage or loss shall be made form his wages until the worker has been given and opportunity of showing cause against such fines or deduction.

8. REPORT OF LABOUR WELFARE OFFICER:

The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the results of his investigations or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed and the amount of fine recoverable in respect of the act of omission and commission of the labourer with a note that necessary deduction from the contractor will be made and the wages and other dues be paid to the labourers concerned.

9. APPEALS AGAINST THE DECISION OF LABOUR WELFARE OFFICER:

Any person aggrieved by the decision and recommendation of Labour Welfare Officer person so authorised may appeal against such decision to the Labour Commissioner, but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

12 a No party shall be allowed to be represented by a lawyer during any investigation enquiry appeal or any other proceeding under these regulations.

10. INSPECTION OF REGISTER

The contractor shall allow inspection of Wage and Wage slips to any of his worker or to his agent at a convenient time and place after due notice is received by the J&K (1) Government on his behalf.

11. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

12. AMENDMENTS

The J&K (1) Government may from time to time add or amend these regulations. The decision of the labour Commissioner J&K (1) Government in the behalf shall be final.

(a) The Contractor shall pay not less than fair wage to labourers engaged by him on the work, Fair wage means wage whether for time to piece work notified, at the time of inviting tender for the work and where such wages have not been so notified, the wages prescribed by the Public Works Department Building and Roads Branch J&K (1) for the district in which the work is done.

(b) The contractor shall not withstanding the provision of any agreement to the contract caused to be paid from wage to labourers indirectly engaged on the work, including any labour engaged by his sub- contractors in connection with the said work as if the labourers had been directly employed by him.

- (c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor shall comply with or case to be complied with J&K (1) Public Works Department Contractor's Labour Regulations made by Govt. from time to time in regard to payment of wages, wage period, Deduction from wages, recovery of wages not paid and deductions unauthorizely made intendancy of wage book, wage slips, publication of wages and other terms of employment, inspection and submission of periodical returns and all other matters of alike nature.
- (d) The Engineer-in-charge or Engineer concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract from benefit of the workers, non payment of wages deductions made from his or their ages, which are not justified by the terms of the contract of the regulations referred to in clause (d) above.
- (e) Vis-a Vis the J&K (1) Government the contractor shall be primarily liable of all payment to be made under and for the observation of the regulations aforesaid without prejudice to his right to claim indemnity form his sub contractors.
- (f) The regulation aforesaid shall be deemed to be part to his contractor and any breach thereof shall be deemed to be breach of his contract.

ANNEXURE “C”**CLIMATIC CONDITIONS**

1. SUMMER
 - (a) Hottest Months May, June, July
 - (b) Maximum Temperature 45 Degree Centigrade
 - (c) Minimum Temperature 6 Degree Centigrade
2. WINTER
 - (a) Coldest Month December , January, February
 - (b) Maximum Temperature 16 Degree Centigrade
 - (c) Minimum Temperature 3 Degree Centigrade
3. RAINFALL
 - (a) Rainy Season July to September and December to January, March
4. VISIBILITY Generally clear except occasionally foggy in winter months
5. TERRAIN Plain
6. EXPOSURE Moderate
7. Seismicity: Zone IV

The prospective bidder in his own interest should visit the site and acquaint himself thoroughly with the site conditions and marketing facilities.

SECTION 7

Name of work **Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).**

METHOD STATEMENT

(for Construction of Bridge)

The execution of the project is proposed to be carried out in a professional manner. For execution of any project the following are important.

1. Technical Team
2. Manpower
3. Machinery
4. Planning
5. Materials
6. Execution

- **Technical Team**

The technical team at site shall be headed by project Manager, who would be a graduate in Civil Engineer with at least 15 years construction experience. He shall be supported by one site engineer with about 10 years experience for all day to day progress of works. They shall be supported by adequate numbers of supervisors, foreman and other junior staff. Another engineer in the capacity of Quality Surveyor Engineer shall be responsible for testing of all material brought to site. He shall also maintain the Quality Control and Quality Assurance of the project. To discharge his duty effectively, he shall be supported by one Laboratory Technician and other junior staff. Since there will be number of plants and Machinery at site working throughout, one separate engineer as Plant Engineer shall be responsible to maintain the up-keep of machinery at site. Beside this, there will be one diploma holder with adequate experience who will look after estimation, quantity surveying and billing work. Measurement of actual work done shall be endorsed by him as Quantity Surveyor at site who shall ensure plotting of centerline, giving actual location of all structural components of the bridge. One Accounts Manager shall be stationed at site supported by other staff for maintaining finance and accounts matters, stores, construction material and other local purchase etc. All these staff shall be supported by adequate junior level

staff, overseer, foremen etc. as per site requirement. A proposed site organization chart depicting the key site staff has been enclosed.

- **Manpower**

Adequate manpower in the shape of experienced foremen and skilled/unskilled workers shall be deployed to ensure the schedule of work output as per agreed schedule of construction.

- **Machinery**

The bidder shall be in possession of sufficient number of plant and Machinery as detailed above and shall deploy the same as per actual demand at site.

- **Planning**

Proper advance planning for the execution shall be done. A detailed Network programme shall be prepared based on which monthly/weekly schedules will be prepared. Based on these schedules daily output targets shall be worked out for each activity and resources shall be arranged to ensure achieving of those targets. This micro planning of targets and resources shall help in avoiding slippages in progress construction schedule. Advance resources planning based on Network programme shall also help in timely achievement of targets.

- **Materials**

Materials form an important constituent of project and proper selection of good quality materials ensure good quality of work. Scheduled requirements shall be worked out based on the Network materials. Proper sources for good acceptable quality materials shall be located and got approved the sources. Materials planning shall be done in such a way that at no point of time the work is delayed for want of materials. Proper tests shall be carried out on materials to ensure that they conform to required standards.

- **Execution**

Based on the agreed construction schedule, resources planning shall be done and the required resources such as plant & machinery, manpower and material shall be arranged at site. The whole area of the project site shall be got surveyed, Bench Marks shall be fixed near the project site and the center line of the bridge with locations of Abutments and Pier shall be marked on the ground. Depending on site condition, it is proposed to take up initially works on four wells. Subsequently, works on other wells shall be taken up simultaneously. Depending on location each pair of well foundation shall be catered for with one crane with separate team of workers. Shuttering for

steining work shall be rotated in sequence in such matter that when one well is under sinking, the steining for the other shall be in progress. Similarly other cranes shall also be deployed as per construction planning. The methodology of construction operation shall be planned in such a manner that at any point of time all the cranes and other equipments are properly utilized. After the wells reach to the design foundation depth, construction of well caps and then pier, pier caps are taken up in proper sequence. The construction of sub-structure is taken up in sequence to the construction schedule.

Super-structure and Launching Methodology:-

- **Installation of Batching Plant & Concrete Preparation:**

Batching plant of suitable capacity shall be installed. The raw material storage yard shall be located behind the batching plant. Lifting and feeding of material to the batching plant shall be done through mechanical means. Adding water and all other ingredients shall have pre-set arrangement to the mixing drum. Mixed up concrete shall be transported to the area.

- **Finishing work:**

The decking works and other finishing works like railing, wearing coat, ballasting work, placement of expansion joints etc. shall be done as per approved drawings.

All activities of construction shall be carried out as per plan and resources to match the progress shall be arranged accordingly. All finishing works like construction of crash barrier/ railing, wearing coat, expansion joints etc. shall be carried out as per construction programme in proper sequence so that the overall construction of the project is completed within the stipulated time schedule of 36 months.

The quality of work shall be controlled as elaborated and testing of material and concrete shall be carried out as per requirement of MORTH specifications. Proper records and documentation of these tests shall be maintained and submitted to the department at the end of the project.

SECTION - 8

BILLING SCHEDULE

The pricing schedule for interim payments will be drawn up and finalized mutually between Accepting officer and the contractor after the acceptance of the Contract. The decision of Accepting Officer shall be final and binding.

PERFORMANCE BANK GUARANTEE

To

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

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

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

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

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

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability
Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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

Notice to proceed with the work

[Letterhead of the Employer]

_____ [date]

To

[name and address of the Contractor]

Dear Sirs:

Pursuant to your furnishing the performance security [and additional performance security] as stipulated in ITB clause 32 of ITB & 4.15 (ii) of Appendix to ITB and signing of the contract agreement on [date]for the work “[insert name of the work]” at the Contract Price of Rs.[_____], you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

BID FORM						
Tender Inviting Authority: Deputy General Manager, JKPCC Ltd., Unit 4th, Jammu						
Name of Work : Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtr wide footpaths on both sides including approaches of length 2550 Meter (2250 Mtr on Right Side & 300 Mtr on Left Side) over River Chenab at Sajwal (Pargwal) - Indri Pattan (Jourian) District Jammu (Under CRF).						
Contract No: e-NIT No.						
Bidder Name:						
<u>SCHEDULE OF WORKS</u> (This BoQ template must not be modified/ replaced by the bidder and the same be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
S.No	Description of Work	No. or Quantity	Unit	RATE in Figures to be entered by the bidder		Amount
				Rs. P		
				Figures	Words	
1	Design and Construction of 1600 Meter span Composite Type (Partly Balanced Cantilever/ Partly Prestressed box girder) double lane Bridge with 1.5 Mtrs wide footpaths on both sides including sub-soil detailed investigation, approaches of length 2550 Mtrs (2250 Mtrs on Right side & 300 Mtrs on Left side) including earthwork cutting, RBM filling 12000 Cum, Edge wall 3200 Mtrs of average height 1.5 Mtrs, Retaining wall 400 Mtrs of average height 4.5 Mtrs, Side Drain 2300 Mtrs, 4 Nos. RCC culverts of 1 Mtr span each, 2 Nos. RCC culverts of 2 Mtrs span each, Counterfort Retaining wall 200 Mtrs of average height 15 Mtrs, WBM Grade II 1300 Cum, 100mm thick WMM 1500 cum, 50mm thick BM 1000 cum & 25mm thick SDBC 20000 Sqm (finished and complete job).					
Total in Figures						
Total in Words		Rupees only				

Signature of Tenderer with seal