

JAMMU & KASHMIR
STATE POWER DEVELOPMENT CORPORATION LIMITED
(An undertaking of Govt. of Jammu & Kashmir)



900MW BAGLIHAR HYDRO ELECTRIC PROJECT
UT of JAMMU & KASHMIR

E-NIT No: 34 of 2025; Dated 27.02.2026

Standard Bidding Document for the Work
“Repair/stabilization of slopes from CR adit of HRT to bailey bridge”

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Part-A
Press Notice and NIT



Office of the Executive Engineer Civil Maintenance Division BHEP
Chanderkote

Email: xencdambhep@gmail.com

NOTICE INVITING TENDER

E-NIT No: 34 of 2025; Dated 27.02.2026

It is hereby informed that the above-mentioned work was earlier floated vide **E-NIT No. 31 of 2025-26 dated 08-01-2026**. After granting three (03) extensions, only two (02) bids were received. The technical bids were opened and evaluated; however, both bidders were found **non-responsive** as per the provisions of the Standard Bidding Document (SBD). Accordingly, the tendering process was cancelled.

Now, fresh e-tenders are invited through this re-tendering process.

For and on behalf of Managing Director, JKPDC, Jammu & Kashmir UT, e-tenders are hereby invited from registered contractors from PWD, PDC, CPWD, MES &/ firms/Companies for the work “**Repair/stabilization of slopes from CR adit of HRT to bailey bridge**” as per terms and conditions, technical specifications and schedule thereof of this Tender document.

Contract Package Number	Description of Work	Estimated cost of work	Cost of Bid Document (INR)	Bid Security/ EMD (INR)	Completion Period (Months)	Class of Contractor
I	Repair/stabilization of slopes from CR adit of HRT to bailey bridge	6.7956 Cr.	5000/-	Rs 13,59,128/-	12 month	Class A and above

The Bids shall be submitted along with non-refundable bid-document fee in the shape of a crossed Demand Draft payable to: Chief Pay and Accounts Officer BHEP Chanderkote or Bank receipt as a proof of payment

Chief Pay & Accounts Officer, BHEP Chanderkote with following bank details:

Name of Bank: Jammu & Kashmir Bank Ltd

Branch: Chanderkote

Branch Code: CHNDAR

IFSC Code: JAKA0CHNDAR

Account No: CD - 0240010200000002

The Bids shall have to be accompanied by a bid security for an amount of **Rs.1359128** in the shape of a CDR/Bank Guarantee/DD as per the details given in the tender document.

The Bid Documents can be downloaded from e-tendering portal of J&K Government www.jktenders.gov.in.

Price quoted by the bidders shall be inclusive of all taxes, duty, levies, labour cess etc. Nothing extra shall be paid to the bidders over and above the Contract Price as per BOQ, except as specified elsewhere in the Bid document.

In case the bidders require any clarifications/ modifications, the same shall be submitted by due date and time. Any queries regarding the same shall not be entertained under any circumstances after the said deadline.

Site Visiting certificate: The intending bidder is required to visit the site for the actual information of the work and work condition and has to acquire a site visiting certificate from the BHEP management for the uploading in my document area. The intending bidder shall inform the tendering authority at least three days prior to the visit for the arrangement of the necessary passes of the authorised visitor. Key dates of this invitation are as under:

S. No.	Event	Date & Time	Venue
1.	Tender publish date	28.02.2026 at 10:00 Hrs	www.jktenders.gov.in
2.	Bid document download start date	28.02.2026 at 10:00 Hrs	www.jktenders.gov.in
3	Last date of receipt of queries (in person, email or through post)	05.03.2026 at 17:00 Hrs	CE, CIVIL OFFICE
4	Pre-bid meeting date	06.03.2026 at 15:00 Hrs	Office of the Chief Engineer (Civil) BHEP Chanderkote Ramban, J&K
5	Replies to Bidders Queries	07.03.2026 at 17:00Hrs	www.jktenders.gov.in
6	Bid uploading start date	28.02.2026 at 11:00 Hrs	www.jktenders.gov.in
7	Bid uploading end date	13.03.2026 at 14:00Hrs	www.jktenders.gov.in
8	Opening of the Technical Bids	14.03.2026 at 14:00Hrs	Chief Engineer Civil Baglihar H E Project Chanderkote 182146

For any enquiry/clarification for registration, submission of Bids and any other information, the Bidder may contact the following person:

S. No.	Designation	Address	Mob. No	E- mail ID
i.	Chief Engineer (Civil)	Baglihar H E Project Chanderkote	-	Cecbhep1@gmail.com
ii.	Executive Engineer (Civil)	Civil Maintenance Division BHEP Chanderkote.	9906032491	xencdambhep@gmail.com

iii.	Assistant Executive Engineer	CMD Sub Division-II	9797088487	sameerwani303@cloud.com sameer.wani@jkspdc1.com
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All correspondence with regard to the above shall be made at the following address:

**Office of the Executive Engineer
Civil Maintenance Division
Baglihar H.E Project
Chanderkote, Ramban
State: UT of Jammu & Kashmir
Pin: 182148**

**No -CMD/BHEP/T-1/4095-4103
Dated:-27-02-2026**

**Sd/-
Executive Engineer
Civil Maintenance Division
BHEP Chanderkote**

Copy to: -

1. Executive Director (Civil),JKPDC for information.
2. Executive Director (Electrical),JKPDC for information
3. Director Finance, JKPDC.for information
4. Chief Engineer Civil BHEP Chanderkote for information
5. Chief Engineer Electrical BHEP for information.
6. Superintending Engineer civil BHEP for information.
7. CP&AO, BHEP, Chanderkote
8. Assistant Manager (IT), JKPDC for uploading on e-portal jktenders.gov.in & JKPDC website www.JKPDC.nic.in.
9. PA to MD JKPDC, for information of the Managing Director JKPDC



Part-I
Invitation for Qualification

**JAMMU & KASHMIR STATE POWER DEVELOPMENT
CORPORATION LIMITED**

Regd. Office: Exhibition Ground, Srinagar, Kashmir, UT of J&K, India- 190001.

Camp Office: Ashok Nagar, Satwari, Jammu, UT of J&K, India-180004

1. JKPDC Limited, having its registered corporate office at Exhibition Ground, Srinagar, Kashmir, UT of J&K - 190009 here in after referred to as the "Owner ", wishes to receive bids for the "**Repair/stabilization of slopes from CR adit of HRT to bailey bridge**" as described in this Bid Document, hereinafter referred to as the "Works".

2. The Owner intends to engage Contractors who meet the qualification criteria for execution of the subjected work.

3. Scope of Work:

During the recent times a torrential rainfall event occurred in most of the J&K regions including the BHEP project area from 26-08-2025 to 27-08-2025 followed by cloud bursts in various places of district Kishtwar due to which the discharge in the Chenab River increased to more than 8600 Cumec. This discharge was around half of the probable maximum flood (PMF) designed (16500 Cumec) for BHEP. Due to this large inflow around half of the total Dam spillway capacity was released which created many damages in the Project area along with the damages by torrential rain itself. Among such calamities, various damages occurred on the river side slopes of road leading to the HRT adit and plunge pool from existing Bailey bridge. Thus in order to restore the connectivity and protect the further damage, this work is initiated.

The scope of work shall remain as follows:

- A. The contractor has to investigate at site and design all the structures to be used for the protection, repair and stabilization of slopes from adit of HRT to Bailey bridge or at as directed by the engineer-in-charge. The contractor has to take up the design of all the protection works at EIC approved consultancy followed by its vetting through EIC approved institute. This shall include, but not limit to, carry out all necessary geotechnical investigations, topographical surveys, and structural studies to finalize the design and required methodology of execution at site. All investigations and designs works shall have to undergo through the approval of the EIC.
- B. **Part-1:** The work shall consists of counter-fort wall with length greater than 40m and height greater than 15m along with required anchoring bars as required by the design with following requirements:
- The wall shall be RCC and include:
 - a. Stem, base slab, heel, toe, counter-forts
 - b. Filter media, drainage layers, weep holes (if approved), backfill

- c. Foundation strengthening measures and slope benching
 - Anchoring Requirements:
 - a. The base slab of the retaining wall shall be anchored into the rock line using suitable rock anchors/grouted dowels as required by design.
 - b. Each counter-fort shall be properly anchored and dowelled into the rock foundation to ensure resistance against sliding, overturning, uplift, and seismic forces.
 - c. Anchor design shall follow relevant IS, IRC, and international guidelines, considering rock quality, joint orientation, water pressure, and long-term behavior.
 - The design shall consider:
 - a. Seismic loading
 - b. Earth pressure (active/passive)
 - c. Hydrostatic pressure & seepage
 - d. Surcharge from road and vehicle loading
 - e. Any other requirement as per codal formalities.
 - Long-term stability and durability requirements as per codal requirements.

C. **Part-2:** The work shall also include a total length of around 115m of PCC cladding (in different lengths) on the river side slopes with height of around 15m at identified locations with following features:

- Rigid and anchored with the available rock by suitable anchor bolts.
- Strong enough to resist the forces of flowing water along with its debris.
- Permeable by means of weep holes to release the hydrostatic pressure.
- Thick enough to create the required stability.
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D. **Part-3:** In addition of above, a total length of around 35m of Gabbions/crate-work needs to constructed on the river side slopes with no firm rock, of height not less than 5m at identified locations with following features:

- Ensure stability of the restored embankment
- Prevent erosion
- Rigid high impact value rock fill material.
- Thickness as per design outcome.
- Gabion baskets shall be machine-woven, galvanized, and conform to relevant IS standards in order to Retain fill material.

- iv. Based on the above design and requirements, a final BoQ shall have to submitted by the contractor based on the EIC approved designs which if approved by the EIC shall succeed the original BoQ in items and quantities but not quoted rates (%age above or Below). The overall cost of all the quantities shall not exceed the total allotted amount. Any item rate not included in the BoQ shall be adopted from the SSR2022 at percentage above or below as quoted by the contractor. Any Non-SSR item, if required to be executed, shall have to be justified Lowest Market Rate and approved by the engineer in charge.
- v. Dewatering works, if required shall have to be executed by the contractor as per requirement at site and the methodology adopted by the contractor without any claim for the dewatering

work. The quantity of dewatering is not allowed to be included in BOQ to be finalized after the completion of the design, therefore the contractor has to quote accordingly keeping in view the quantity of dewatering if required to be executed.

- vi. Any work necessary to ensure structural stability, safety, functionality, and durability of the proposed work even if not explicitly mentioned — shall have to be deemed included within the contractor's obligation and have to be executed without deviation from the allotted cost.
- vii. The cost of investigation, designing etc. is limited to the cost of the relevant item as per the original allotment. No additional or extra cost shall be paid in this regard and is not allowed to be projected in the revised BoQ. Hence the cost of investigation and designing etc. shall remain limited to the original allotted cost.
- viii. All the temporary approaches required for the execution of the work has to be constructed by the contractor at his own cost. No other cost, other than the cost of slope protection works, shall be paid to the contractor.
- ix. There are other important works through different contractors ongoing in the vicinity of this proposed work, therefore in no case this work shall effect or hamper their ongoing works at site.
- x. Some portion of this work may be required to be executed after a particular interval of time as decided by EIC keeping its view other ongoing works in the nearby areas, therefore this shall form no point of dispute.

4. Completion time for the work is 12 months reckoned from 07th day after the issuance of allotment.

5. Eligible bidders can download the soft copy of SBD Documents from prescribed website.

The Bid must be uploaded on www.jktenders.gov.in. No hard Copy of Price-Bid is to be submitted. The bid uploaded by the bidders shall be treated as authentic and final and would be used for evaluation purposes.

6. Any application received after deadline for submission of application shall not be entertained

7. Issuance of document will not construe that such applicants are automatically considered qualified. JKPDC reserves the right to reject any or all bids or annul the bidding process, at any time without assigning any reasons thereof and without incurring any liability of any bidders, in this regard.

8. Applicants are advised; to visit the Project site, to apprise themselves adequately about the actual site conditions, communication, access to various sites/units, availability and sources of raw material, labour and any other relevant parameters of information to the extent required for preparation and submission of bids, well in time and to facilitate the main execution thereafter. Such site visits shall be at the cost of the bidder. The Bidders should note that information, if any, in regard to the site and local conditions, in this Bid Documents is only indicative and has been given merely to assist the Bidders and is not exhaustive.

9. The applicant shall be deemed to have full knowledge of documentation made available by the Owner in respect of Site and no compensation consequently on any misunderstanding or otherwise in this regard shall be allowed.

10. Amendment to Bid Documents

At any time prior to the deadline for submission of bids, JKPDC reserves the right to modify the Bid Documents or extend the deadline for submission, either:

- i. On its own initiative, or
 - ii. In response to a request from a prospective bidder.
- Any such modification or extension shall be issued in the form of an Addendum/Corrigendum and will be uploaded on the official website of JK tenders and JKPDC.

It is the responsibility of all prospective bidders to regularly visit the above-mentioned websites to stay informed of any updates, amendments, or clarifications issued until the completion of the bidding process.

11. Pre-Bid Meeting

A **Pre-Bid Meeting** will be held at the **venue, date, and time** specified in the e-NIT. Bidders or their **authorized representatives** are invited to attend.

The purpose of the meeting is to provide clarification on the bidding process and address any queries raised by prospective bidders.

Any modifications to the Bidding Documents deemed necessary as a result of the discussions during the Pre-Bid Meeting shall be communicated exclusively through an Addendum/corrigendum.

No changes or clarifications shall be considered valid based on the minutes of the meeting alone.

The Addendum, if issued, will be uploaded on the jk tenders portal will form an integral part of the Bid Document.

Bidders are advised to regularly monitor the JKPDC website for such updates.

12. Bid Evaluation Methodology:

- I. Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without deviations. The Owner's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

A Bid shall be considered responsive only if:

- a. It is received as per the formats specified;
- b. It is received by the Bid Due Date including any extension thereof;
- c. It is accompanied by Bid Security and tender fee as specified in tender;
- d. It is accompanied by the power(s) of attorney as & if specified;
- e. It contains all the information (complete in all respects) as requested in this Bidding Document(in formats same as those specified);
- f. It does not contain any condition or qualification or deviations.

JKPDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Owner in respect of such Bid.

- II. If the Bid is not substantially responsive, it will be rejected by the JKPDC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- III. Evaluation of qualification criteria of substantially responsive bids shall be carried out, to assess completeness & conformity of the bids with respect to the Instruction of Bidder (ITB) requirements.
- IV. On completion of the evaluation of the bids, financial bids shall be opened on (www.jktenders.gov.in).

- V. JKPDC may waive any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

During evaluation and comparison of bids, the Owner may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/speed post/email, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the Evaluation Committee of the Owner. Bidders, whose techno-commercial bids are accepted, shall be informed through jktenders.gov.in about the date, time and venue for participation in price bid opening.

13. Any corrigendum/modification to NIT shall be available only on website www.jktenders.gov.in and the bidders are advised to visit the website regularly .

14. Following are the details of the Designated Bidding Process Coordinator

J&K State Power Development Corporation Ltd. Chanderkote, BHEP

Mob. Number:- 9419121036, 9797088487

E-mail : xencdambhep@gmail.com

Instructions to Bidders (ITB)

A. General Instructions

- I. Prospective bidders are advised to visit and inspect the site of work along with its surroundings before submitting their bids. It is the responsibility of each bidder to acquaint themselves with all aspects of the site, including but not limited to:
 - The nature and condition of the ground,
 - Access to the site,
 - Availability of construction materials,
 - Accommodation and logistics arrangements,
 - Any risks, contingencies, or circumstances that could affect their bid or execution of work.
- II. A bidder shall be deemed to have full knowledge of the site and conditions, irrespective of whether they have actually visited the site or not. No extra charges or claims will be entertained on grounds of lack of information or misjudgement.
- III. JKPDC shall bear no liability for any lack of such information or its impact on the bid price or execution.
- IV. Bidders are advised to download bid submission manual from “downloads” option as well as from “bidder manual kit” on website www.jktenders.gov.in to familiarize with bid submission process.
- V. To participate in bidding process, bidders have to get “Digital signature Certificate” (DSC) as per information Technology Act 2000. Bidders can get digital signature certificate from any approved vendors.
- VI. Bidders have to submit their bid ONLINE in electronic format with digital signature.
- VII. No bid will be accepted in physical form however after opening of financial bid L1 bidder may be asked to submit the requisite documents in original.
- VIII. Bids will be opened as per time schedule in NIT.
- IX. Bidders must ensure to upload scanned copy of all necessary technical and commercial documents including scanned copies of Earnest Money , cost of tender document etc., *(scan all documents on 100 dpi with black & white option)*
- X. Complete bidding process will be online. Cost of tender document should be deposited through net banking/ any other electronic mode in official account of **Chief Pays & Accounts Officer, BHEP Chanderkote** with following details before or by due date as mentioned in the tender notice.

Name of Bank: Jammu & Kashmir Bank Ltd
Branch: Chanderkote
Branch Code: CHNDAR
IFSC Code: JAKA0CHNDAR
Account No: CD - 0240010200000002
- XI. Transaction details of the cost of tender document along with scanned copies of other asked document should be uploaded while bidding, No documents are required to be sent by post at pre-qualification level.
- XII. **Bid Validity**
 - The bid shall remain valid for a period of 180 days from the date of opening of the Financial Bids.

- Under exceptional circumstances, JKPDC may request the Bidder's consent for an extension of the bid validity period. Such a request, along with the Bidder's response, shall be made in writing via official letter or email.
- A Bidder agreeing to the extension shall not be permitted to modify the contents or pricing of their bid during the extended validity period while the SBD clauses shall remain the same.

XIII. The e-tender shall have to be submitted in two covers as under: -

Cover-I:

- a) Scanned Copy of the following documents are to be attached from my document area

MY DOCUMENT AREA

Pre-Qualification Documents

S. No	Particulars
1.	Copy of Valid registration card issued and verified by competent authority. (certificate of verification from issuing authority must be attached)
2.	Copy of PAN Card
3.	Copy of GST No. & Latest Return.
4.	Copy of Affidavit duly attested by Notary Strictly as per format enclosed with this tender document.
5.	Proof for execution of similar types of main work on dams as mentioned in the clause 1.7 of the qualification criterion in the SBD.
6.	Affidavit duly attested by Notary in support of statement that contractor shall be able to arrange the necessary man power and machinery as per requirement for the work at site.
7.	Proof of Copies of EMD and Tender Fee.
8.	Site visit certificate form concerned Executive Engineer / Assistant Executive Engineer
9.	Financial health certificate with CIBIL score and requirement as per clause 1.8 of the qualification criterion in the SBD.
10.	Whatsapp Number, e-mail Id & Office Address for correspondence
11.	List of the Technical Manpower on regular Payroll with proof of EPF/Salary statement
12.	List of the machinery possessed by the firm/contractor as per clause 1.7 –C of the qualification criterion in the SBD.
<p>Note: Bidders must upload only the required documents and refrain from uploading non-essential documents.</p>	

Cover -II: PRICE BID (Financial Cover)

- a. Price bid as per Bill of Quantity (Online submission only)
b. On the date of opening of tenders, cover-I shall be opened first.

- c. The cover-II i.e. Price Bid shall be opened only in case of such of tenderers who on scrutiny of Cover-I of the offer are found to have qualified for opening of Price Bid.
- d. The tender should be complete in all the respects. All the terms and conditions of the tender document including technical specifications should be carefully studied for the sake of submitting complete and comprehensive tender. Conditional tender will not be considered and will be rejected out-rightly.

XIV. Bid security/Earnest Money

- a) Bid security/Earnest Money as mentioned in this e-NIT in the shape of CDR/FDR/BG pledged to the Chief Pay & Accounts Officer BHEP, Chanderkote must be furnished along with the offer in the Cover-I of the tender. Bank Guarantee (BG) issued by a Nationalized/Scheduled Bank, in the prescribed format.
- b) Tenders not accompanied with required amount of earnest money will be rejected and their price bid shall not be opened.
- c) The earnest money of the tenderer(s) shall be forfeited if they withdraw their tender or revise the prices of their offer violate any terms & conditions contained therein.
- d) Earnest money deposit shall be released in favour of unsuccessful tenderer(s) immediately after finalization of the contract on the submission of application for the same by the bidder .
- e) The bid security shall remain valid for a period of 45 days beyond the final bid validity period.

XV. Tenderers must quote rate in the BOQ.

B. Online Bidding Instructions:

1. Downloading of Bid Documents:

Interested bidders may download the NIT and Bidding Document from the e-tendering portal: <https://jktenders.gov.in>

2. Digital Signature Certificate (DSC):

Bidders must obtain a Digital Signature Certificate (DSC) as per the IT Act, 2000 to participate in the online bidding process. The DSC is mandatory for digitally signing and submitting the bid and can be procured from any authorized vendor.

3. Submission Format:

All bids shall be submitted online only in electronic format with a valid Digital Signature. *No physical submission of proposals will be accepted.*

4. Document Preparation:

Prior to bid submission, bidders must ensure that scanned copies of all required documents are properly attached to the bid.

5. Responsibility for Timely Submission:

The Department shall not be responsible for any delay in the online submission of bids. Bidders are advised to complete and submit all required information well before the deadline.

6. Submission of Original Instruments:

Bidders should prepare the original instruments related to cost of the bidding document (as specified in the tender) and send them to the Tender Opening Authority via Speed Post / Registered Post / Courier as per the schedule in the NIT when asked to do so.

7. Document Consistency:

The details of the cost of documents uploaded online must match the originals submitted. Any discrepancy may lead to rejection of the bid.

8. Bidder Support:

For guidance related to obtaining DSC or any aspect of the e-tendering process, bidders may contact the designated office for the work.

9. Using “My Documents” Area:

Bidders are encouraged to upload important documents (e.g., experience certificates, balance sheets, tax certificates, TIN, etc.) in the “My Documents” section on <https://jktenders.gov.in>, and attach them as non-statutory documents during bid submission.

10. Handling the BOQ File:

Bidders must not alter the BOQ file or its name. Only the BOQ provided with the tender should be used. Bidders must enter the net item rate inclusive of all taxes, overheads etc and save the file without altering its structure or format.

11. Scanning of Documents:

12. All documents should be scanned at 100 DPI resolutions in black & white (JPEG format) and then converted to PDF format before uploading.

13. E-Tendering Guidelines:

Detailed guidelines for online bid submission are available at: <https://jktenders.gov.in>

14. This is an item rate tender, and bidders are required to quote their offer as a percentage (%) above or below the estimated rates provided in the Bill of Quantities (BOQ) uploaded with the tender. The quantities indicated in the BOQ may vary at the time of execution. Payment shall be made strictly as per the actual quantities executed at site and duly measured, at the accepted item rates.

1. QUALIFICATION CRITERIA OF THE BIDDER

- 1.1. Bidders should not have been banned/ de-listed/ black listed/ debarred from business by any Central Government /State government /UT or by any CPSUs/ State PSUs/any Government Department during last 03 (three) years as per the rule 151 of GFR 2017 along with guidelines mentioned in Manual of Procurement, issued by Department of Expenditure, Ministry of Finance, GoI.
- 1.2. The bidder must be registered as a contractor/ Company of relevant class with any of the following:
 - i. Registered Company under Company act of any state or India
 - ii. PWD (Public Works Department)
 - iii. JKPDC
 - iv. CPWD (Central Public Works Department)
 - v. MES (Military Engineering Services)

The registration class must match the category required in the e-NIT.

1.3. Insolvency:

The bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the insolvency and Bankruptcy code 2016, or amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical

and/or financial support from their parent/holding Company in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, or as amended from time to time (IBC 2016 hereafter).

In case, bidder Company in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of 'evaluation of bids or any time before the work is awarded, any such application is admitted by the adjudicating Authority under IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

Further, the bidder while submitting the bid or during the period of evaluation of bids or any time before the award of work, shall inform JKPDCL regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Bid document. Bidder has to submit an undertaking to this effect

1.4. The Qualification will be subject to Applicant's fulfillment of the Qualification Criteria set and stipulated here under, substantiated by authentic and relevant information and details in the prescribed formats. Additional information in support of their claims of achievements may be furnished in any form of their device and design.

1.5. The Applicant shall be a single entity / sole bidder.

1.6. The Applicant/Bidder should have experience and proven track record as Contractor for hydro electric projects.

1.7. **TECHNICAL CRITERIA:**

The bidder must qualify:

A) General Experience:

The bidder/applicant as Sole Contractor, should have experience of executing the construction of **Counterfort retaining wall of height not less than 7.5 m and length not less than 10m** in preceding 10 years (reckoned from one month before date of issue of NIT) of value as under: -

- One completed or ongoing project having value of executed work not less than 80% of the advertised Cost of work.
or
- Two completed or ongoing projects each having value of executed work not less than 50% of the advertised Cost of work.
or
- Three completed or ongoing projects each having value of executed work not less than 40% of the advertised Cost of work.

B) Specific Experience

The bidder, must demonstrate the following successful experience within the preceding ten (10) years, reckoned from one month prior to the date of issue of the Notice Inviting Tender (NIT):

- Construction of PCC cladding wall with anchor bolts of height not less than 5 m and length not less than 20m.

Notes for above:

Experience certificate and work order from government department or PSU should be submitted along with the bid to substantiate the experience along with the approved and vetted drawings of structures executed.

C) Plant, Machinery & Equipment:

The bidder must own or have assured access (lease/loan agreements) to the following key equipment:

- i. Concrete Batching Plant of required capacity
- ii. Transit Mixers and Concrete Pumps capable of placing concrete in confined spaces.
- iii. Drilling Rigs (minimum 45 mm dia. drilling) with precision for anchoring works.
- iv. Epoxy Injection/Grouting Equipment.
- v. Formwork systems (steel/ply with frames) suitable for hydraulic structures.

The availability of same shall be proven in the bid submission.

1.8. FINANCIAL CRITERIA:

1.8.1. Net Worth and Working Capital

Submission of audited balance sheets or if not required by the law of the Applicant's country, other financial statements acceptable to the Employer, for the last five years to demonstrate:

- a) The net worth of the bidder shall be positive & not less than the amount of paid up equity share capital in three (3) out of the preceding five (5) years. The net worth should not be negative & not less than the amount of paid-up equity share capital in immediate preceding year.

The net worth shall be calculated based on subscribed & paid up share capital plus share premium plus free reserves plus unallocated balance/surplus amount of profit & loss account, less I) Expenses not written off. II) Accumulated losses in profit & loss account, if not reduced from reserves and surplus. The revaluation Reserve, Capital Reserves and amount of intangible assets like goodwill etc will not be taken into account while calculating the net worth.

- b) Capacity to have a Working Capital of at least INR or equivalent to 25% of advertised cost equivalent as evident from the immediate preceding financial year as per the audited Balance Sheet / equivalent Financial Statements. Working Capital/Cash Flow amount shall be submitted as a difference of Current Assets and Current Liabilities, duly certified by Statutory Auditor/ a practicing Chartered Accountant.

1.8.2. Average Annual Construction Turnover:

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least INR 30% of advertised cost of work.

1.8.3. Bid Capacity

The available Bid capacity of the Bidder for the participation in the present tender, calculated as under, should not be less than the value of the work.

Available Bid capacity = $(2.0 \times A \times N) - B$ Where;

A= Indexed value of maximum value of works executed (in an on-going or completed project) in any one year during last 3 years, keeping index of inflation as 6% (compounded annually) for calculating A at present Price Level.

N = Number of years prescribed for completion of the subject work.

B = Value of existing commitments (latest not before the date of issuance of NIT) and on-going works to be completed in next "N" years.

For conversion to INR the exchange rate at the end of the respective accounting year shall be considered.

Note: The information related to the maximum value of works executed in any one year during the last 20 years and existing commitments including ongoing works shall be supported with a certificate from the Statutory Auditor/ a Chartered Accountant firm.

1.8.4. Non –performance

Non-performance of a contract should not have occurred as a result of bidder's default in the last 10 years reckoned from the date of issue of NIT.

Non-performance, as decided by the employer, shall include all contracts where:

- (a) Non-performance was not challenged by the bidder, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) Contracts that were so challenged but fully settled against the bidder.

Non-performance shall not include contracts where owner's decision was overruled by the dispute resolution mechanism

Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted.

General Notes:

i) Other income shall not be considered for arriving at the Annual Construction Turnover.

ii) The Bidder's financial evaluation vis a vis the requirement as stipulated above shall be done on the basis of duly printed (offset) Annual Report for the immediately preceding 5 (five) years submitted by the Bidder along with the Bid. Further, standalone audited Annual Financial Statement of the Bidder shall be forming part of the Annual Report.

In case, if the Bidder has not submitted the above Annual Report along with the Bid, then a certificate from CEO/CFO of the Bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory. In such cases duly notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant Schedules/ annexure etc.) for the immediately preceding 5 (five) years be submitted by the Bidder along with the Bid.

iii) In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover and Net Worth (calculated as per laid down criteria) duly certified by their Statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the statutory auditor.

iv) Wherever, the Annual Report/ duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed in English language and certified by approved/ recognized English translator

shall be submitted with the Bid.

v) In addition to above wherever audited printed Annual Financial Statement contain turnover pertaining to other activities besides relevant turnover of Bidder and breakup of relevant turnover is not directly available from such financial statements, then statement of account depicting the relevant turnover for that year duly certified by their Statutory Auditor/CPA carrying out the statutory audit shall also be enclosed with the Bid.

2. Nature of Bidders

2.1. General:

- i. The Bidder should either be a single entity for participating in the tendering for this Project.

2.2. Joint venture: Not allowed for this work.

2.3. Bidders with Sub-Contractors: Not allowed for this work.

2.4. Evaluation of Specific Experience: As mentioned in the above clause with respect to the details of the work provided by the bidder.

2.5. The Employer (JKPDC) reserves the right to assess the bidder's capacity and capability beyond the documents provided. This could involve a site visit by a representative to assess the bidder's operations and capacity directly if necessary.

2.6. Site Visiting certificate: The intending bidder is required to visit the site for the actual information of the work and work condition and has to acquire a site visiting certificate from the BHEP management for the uploading in the my document area. The intending bidder shall inform the tendering authority at least three days prior to the visit for the arrangement of the necessary passes of the visitor.

2.7. PERSONNEL CAPABILITIES

i. Qualified Personnel Requirement

The Bidder shall ensure deployment of suitably qualified and experienced technical and supervisory personnel for proper execution and supervision of the works, in line with the norms prescribed for the Contractor's registration/class. By submitting a bid, the Bidder shall be deemed to have confirmed the availability of adequate technical manpower for execution of the works.

ii. Submission of Details

The Bidder shall upload with the bid documents the details of available technical and supervisory staff proposed to be deployed for this contract.

iii. Evaluation of Manpower Strength

During technical evaluation, the Employer may require the Bidder to furnish additional details and proof of technical manpower strength. If the manpower strength is found to be inadequate or unjustified in relation to the contract requirements, the bid is liable to be rejected.

iv. Requirement During Execution

At any stage during execution, if it is observed that the Contractor has failed to maintain reasonable technical manpower at site, the Engineer-in-Charge shall issue a notice requiring immediate compliance. Failure to comply within the stipulated time shall render the Contractor liable to termination of the contract at his risk and cost, with all financial implications thereof.

Part-II

Instructions to Applicants (ITA)

- Information to Applicants (Appendix-A)
- Pre-Qualification Forms (Appendix-B)

Information to Applicants (Appendix-A)

1. SITE VISIT:

- i. Bidders with prior intimation to Contact person in their own interest should inspect and examine the Site and its surroundings mandatory and satisfy themselves, before submitting their bid, in respect of the Site conditions including but not restricted to the following which may influence or affect the Works or cost thereof under the Contract:

Contact Details Of person: **Chief Engineer, Civil, BHEP, Chanderkote, Ramban, J&K**

- a) Site conditions including access to the Site, existing and required roads and other means of transport/communication to be used during the Works;
 - b) Requirement and availability of land and other facilities, for their enabling works, colonies, stores and workshops etc., Such land shall be arranged by the Contractor at his own cost,
 - c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
 - d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un-skilled), required for Works and laws and regulations governing their use and employment;
 - e) Geological, meteorological, topographical and other general features of the Site and its surroundings as are pertaining to and needed for the performance of the Works;
 - f) The limit and extent of surface and sub-surface water to be encountered during the performance of the Works and the requirement of drainage and pumping;
 - g) The type of Equipment and facilities needed, preliminary to, for and in the performance of the Works; and
 - h) All other information pertaining to and needed for the Works including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this Contract.
 - i) Environmental aspects.
 - j) All applicable taxes, duties, royalty, cess, etc.
- ii. The Bidders should note that information, if any, in regard to the site and local conditions, in these Bid Documents is indicative only and has been given merely to assist the Bidders and is not exhaustive.
 - iii. The Bidders should note and keep in mind that the Owner shall bear no responsibility for formers lack of acquaintance of the Site and other conditions or any information relating thereto. The consequences of the lack of any knowledge, as aforesaid, on the part of the

Bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

- iv. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- v. The Bidders should note and bear in mind that the costs of visiting the Site shall be at the Bidder's own expenses
2. Bids of only those prospective Bidders who have downloaded the Bid Documents and are meeting the Eligibility Criteria specified above will only be considered for further evaluation and award of the Contract. Bidders will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria. JKPDC will, check and ascertain whether the bidder fulfils the Qualifying Criteria specified. In case, the qualifying criteria is not found met as per the requirement of tender document, the Bid of such bidder shall be considered as technically non-responsive and their Price Bid shall not be opened.
3. JKPDC reserves the right to accept or reject any bids, or cancel/ withdraw invitation to bid for any reason including national defense and security considerations, and annul 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(s). However, the bidder(s), who wish to seek reason for such decision of cancellation/rejection, shall be informed of the same by JKPDC unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interests of the state, relation with foreign State or lead to incitement of an offence.
4. **Only Indian bidders/contractors registered under applicable Indian laws shall be eligible to participate in this tender. Foreign bidders, joint ventures with foreign partners, or consortiums involving foreign entities are not permitted.**

5. Corrupt or Fraudulent Practices

It is expected that all Bidders will uphold the highest standards of integrity and ethics throughout the procurement process and during the execution of the Contract.

For the purposes of this provision, the following definitions shall apply:

Corrupt Practice

The offering, giving, receiving, or soliciting of anything of value with the intent to influence the actions of a public official in the procurement process or during Contract execution.

Fraudulent Practice

A deliberate misrepresentation or omission of facts intended to influence the procurement process or the execution of a Contract to the detriment of JKPDC.

This includes collusive practices among Bidders (either before or after bid submission), intended to:

- Fix bid prices at artificial or non-competitive levels; and
- Deprive JKPDC of the benefits of open and fair competition.
- Consequences of Engaging in Corrupt or Fraudulent Practices

JKPDC reserves the right to reject a bid at any stage if it is determined that the Bidder has engaged in corrupt or fraudulent practices in connection with the procurement process or contract

execution.

JKPDC reserves the right to terminate the contract if the contractor is found involved in any mischievous and unlawful act during the execution of the work either in relating to work or outside the work.

6. Clarifications Necessary for Evaluation of Bids

JKPDC reserves the right to seek clarifications or additional supporting documents from any or all bidders, if deemed necessary, for the purpose of evaluating the Technical Bids.

Bidders shall be obligated to respond to such requests and provide the required clarifications or documents within period mentioned in the communication from the date of communication.

Failure to comply with this requirement shall result in rejection of the bid, and such bids shall not be considered for further evaluation as it shall be deemed that the contractor does not carry the requirement.

Post-bid clarifications initiated by the bidder shall not be entertained under any circumstances.

JKPDC may, at its sole discretion, waive minor infirmities or non-conformities in the bid, provided that such waiver does not constitute a material deviation as defined under the Manual for Procurement of Works, 2019 or GFR, issued by the Department of Expenditure, Ministry of Finance, Government of India.

7. Contract Agreement

- The successful bidder shall be required to execute a Contract Agreement with JKPDC within 07 days from the date of issuance of the Letter of Award (LOA) or Allotment Order.
- The successful bidder shall not commence any work prior to the signing of the Contract Agreement unless directed to do so.

Qualification Forms (Appendix-B)

[Letterhead paper of the Applicant]

Letter of Application

Date: ...

Chief Engineer
CIVIL, BHEP
Jammu & Kashmir Power Development Corporation Limited.

Sirs,

1. Being duly authorized to represent and act on behalf of <Name of Applicant *,> (hereinafter "the Applicant"), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be prequalified by yourselves as a Bidder for the **"Repair/stabilization of slopes from CR adit of HRT to bailey bridge"**. Completion time for the work is 12 months.

2. Attached to this letter are copies of original documents defining:

- a. the Applicant's legal status;
- b. the principal place of business; and
- c. the place and date of incorporation (for Applicants who are corporations) or of registration (for Applicants who are partnerships or individually - owned firms)

3. You and your authorized representatives are hereby authorized to conduct any inquiry or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. You and your authorized representatives may contact the person(s) indicated in the Application Form- 1 for further information. The undersigned is (are) fully authorized to act on behalf of the Applicant.

5. This application is made in the full understanding that:

- a. bids by prequalified Applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
- b. You, without assigning any reasons thereof, reserve the right to:
 - i. Amend the scope of works to be tendered; and
 - ii. Reject or accept any Application, and
 - iii. Cancel the prequalification process, and reject all Applications.
- c. You and your personnel and agencies shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

6. Appended to this application, we give details of the participation of each party, including the responsibilities for execution of the contract.

7. We confirm that in the event of our bidding for the Project, the Bid as well as any resulting

contract will be legally binding on all Partners, jointly and severally as per the Consortium agreement submitted with this Application. We hereby also submit the Joint Deed of Undertaking with our sub – contractors (wherever applicable)

8. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signature

Name

For and behalf of

(Name of Applicant)

Application Form – 1: General Information

1.	Name of firm	
2.	Head office address	<i>Country:</i>
3.	Telephone Fax Email	Contact Person(s) Name Title/Position
4.	Place of incorporation / registration Date	
5.	Legal status of firm	Field of specialty in business
6.	Nationality of majority of Employers or share-holders	Number of management executives Persons
7.	Number of present permanent employees: Name of Country Home country Overseas branch 1 Overseas branch 2 All other branches	(unit: persons) Civil Engineers Other Engineers. Non- Engineering
8.	Quality assurance system in head office	Certified by:
9.	Agent or representative in India Name Address Telephone	(if exists) Fax & Email

Date _____

Signature _____

Application Form – 2 : General Experience Record

Name of the Construction Company (Sole Bidder)
--

1. Annual Construction Turnover

The information supplied should be the annual turnover of the bidder for each year in the last three (3) year. Unless specifically asked for, Bidders need not to enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Fiscal Year	Turnover	INR
1.		
2.		

Fiscal year begins on in each calendar year.

2. General Experience

No.	Name of Project	Bidder's own works done	Role of the Bidder (sole contractor, or partner in JV/Consortium)	Contract period m/yr to m/yr	Bidder's contract price (INR)
1					
2					
3					
4					

Date _____

Signature _____

NB: To please attach detailed data sheet wherever possible.

Application Form: Specific Experience Record

Name of Construction Company (Sole Bidder);

On a separate page, using the format of Form-3A, each firm (Sole Bidder shall list all contracts of a similar nature undertaken and completed in past or ongoing, on the basis of which the Bidder wishes to qualify. The value should be based on the currencies of the contracts converted to Indian Rupees, at the date of substantial completion. The Specific Experience should include the components/criteria as indicated in attached table (Summary of Fulfillment of Technical Criteria).

The information in Form-3A to be summarized in the table form as shown below.

Summary – Completed contracts of Similar Nature:

Name of Project	Country	Name of Contract	Contractor’s role (lead partner of JV/Consortium or otherwise)	Contract value in INR*	Schedule Completion/actual Completion(month/year)

Date _____

NB : To please attach detailed data sheet wherever possible.

Signature

Summary of Fulfillment of Technical Criteria

(To be submitted by the Bidder)

Sr. No	Qualifying Criteria	Reference Page No.)

Date_ _____

Signature _____

NB : To please attach detailed data sheet wherever possible

Application Form - 4: Details of Completed and current Contracts of similar nature

Name of Construction Company (Sole Bidder);

S.no	Name of contract	Description of work	Participation as sole bidder or JV (if JV indicate %age participation)	Date of award	Stipulated date of completion	Contract Value (in INR)	Value of outstanding work (In INR)	Estimated completion date
1								
2								

Date__

Signature

NB: To please attach detailed data sheet wherever possible

Application Form – Financial Data

Name of Bidder

Bidders, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Summarizing actual assets and liabilities. Based upon known commitments, summarize projected assets and liabilities in for the next two years. Each Bidder or Partner of a Consortium must fill in this form.

<i>Financial information in INR</i>	Actual: Previous five years					Projected for next Two Years	
	Financial Year					Financial Year	Financial Year
	1	2	3	4	5	1	2
<i>1. Turnover</i>							
<i>2. Total assets</i>							
<i>3. Current assets</i>							
<i>4. Total liabilities</i>							
<i>5. Networth</i>							
<i>6. Current liabilities</i>							

*(Attach **printed** audited financial statements)*

Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments)

<i>Source of financing</i>	<i>Amount</i>
1.	
2.	

Date _____

Signature _____

Note :

1. Please attach separate sheet for the details of the:
 - a. sub-contractor
 - b. Holding company.
2. To please attach detailed data sheet wherever possible.
3. **The Bidder to submit detailed calculations for Net Worth (as per relevant clause) duly certified by their statutory auditor.**

Application Form – 6 Proposed Site Organizations and Quality Assurance

Name of Bidder

A. Preliminary Site Organization Chart*

B. Narrative Description of Site Organization Chart

C. Description of Quality Assurance at Site

D. Description of Relationship between Head Office and Site Management

Application Form: Confirmation of Site Visit by Bidder

Name of Bidder

We.....
.....(Name of Bidder) whose registered office
is
at.....
..... declare herewith that our representatives
have visited the site of the works on.....day of20... .., and
that we have fully informed ourselves of all conditions, local and otherwise, which may affect
the preparation of this bid and the performance of works.

Give names and positions of the representative(s) who took part in the site visit(s):

Name:..... Signature:.....

Position:..... Date:.....

Representative of.....

..... Name:.....

Signature:.....

..
Position:..... Date:.....

Representative of.....

..... Name:.....

Signature:.....

..
Position:..... Date:.....

Representative of.....

Application form: Eligibility Undertaking

**FORM OF DECLARATION OF ELIGIBILITY
UNDERTAKING**

I / We, M/s(Name of Bidder) hereby certify that I / We, M/s have not been banned/ de-listed/ black listed/ debarred from business by any Central /State /UT PSU/any Government Department during last 03 (three) years as per the rule 151 of GFR 2017 along with guidelines mentioned in Manual of Procurement, issued by Department of Expenditure, Ministry of Finance, GoI also in terms of provisions of Para 3.1 of Instruction to applicants.

I / We, M/shereby certify that no proceeding for insolvency have been initiated against I / We, M/s under the insolvency and Bankruptcy code 2016 (as amended time to time).

(Seal & signature of the Bidder)

UNDERTAKING REGARDING NON-PERFORMANCE

I / We, M/s(Name of Bidder hereby certify that non-performance of any contract has not occurred as a result of my default in the last 10 years reckoned from the date of issue of NIT in terms of ITA with relevant Clause of Bid Document.

(Seal & signature of the Bidder)

Bid Security Form

Bank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To:

[Owner 's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No ,

M/s having its Registered/Head Office at (hereafter called the

'Bidder') wish to participate in the said bid for [Name of Package].

As anirrevocable bank guarantee against Bid Security for an amount of (*)

..... valid for..... days from..... (**).....

Required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the [Name & address of the Bank]

..... having our Head Office at (#)

..... guarantee and undertake to pay immediately on demand by

.....[Name of the Owner] (Owner) the amount of

..... (*) without any reservation, protest, demand

And recourse. Any such demand made by the 'Owner ' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto (@) If any

Further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s

[Bidder's Name] on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this

.....day of 20.... at.....

WITNESS:

1..... (Signature) (Signature)

..... (Name) (Name)

..... (Official Address) (Designation with Bank Stamp)

Fax No: Authorised Vide

Power of Attorney

No..... Date

NOTE:

(*) The amount shall be as specified in the Bid Data Sheets. (**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given. (@) This date shall be two twenty five 225 days from the last date of submission of bids

The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

2a. Bid Security Form

(IN CASE OF BID FROM JOINT VENTURE)

Bank Guarantee

(To be stamped in accordance with Stamp Act, if any of the country of issuing bank)

To:

[Owner 's Name and Address]

Dear Sirs,

Bank Guarantee No.....

Date.....

In accordance with Invitation for Bids under your Bid Document No ,

M/s..... having its Registered/Head Office
at....., and M/s having

Its Registered/Head Office at (hereafter collectively called the 'Bidder') wish to participate in the said
bid for [Name of Package].....

As an irrevocable bank guarantee against Bid Security for an amount of. (*) valid

For..... days from..... (**) required to be submitted by
the Bidder as a condition precedent for participation in the said bid, which amount is liable to be
forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the [Name & address of the

Bank] having our Head

Office at(#) guarantee and undertake

To pay immediately on demand by..... [Name of the Owner].....

(Owner) the amount of (*) without any reservation,
protest, demand and recourse. Any such demand made by the 'Owner ' shall be conclusive and
binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto..... (@) If

Any further extension of this guarantee is required, the same shall be extended to such required
period (not exceeding one year) on receiving instructions from M/s ,

M/s , on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this. Day
of.20.... at.....

WITNESS:

1 (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

Authorised Vide

Power of Attorney No.....

Date

NOTE:

(*) The amount shall be as specified in the Bid Data Sheets. (**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given. (@) This date shall be two twenty five 225 days from the last date of submission of bids.

The Bank Guarantee shall be from a Bank as per provision of ITB the Bidding Documents.

The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

In case of Bid from Joint Venture having two (2) partners, this form shall be suitably modified.

Affidavit Format

I, _____ S/O _____ R/O _____ do
hereby solemnly declare as under:

1. That the deponent is " _____"Class contractor with card registration NO: _____
2. That I have not been black listed by any Department.
3. That I have not fallen into any litigation with any Government Department.
4. (For any pending litigation/cases, the details may be provided)
5. That I will arrange necessary Manpower and machinery as requirement at site for the work and directions of EIC.
6. That I have no liability on account of General Sales Tax till date against my name or my firm and all dues have been paid as per laid down norms.
7. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the department/project implementing authority.
8. That I shall execute the work strictly in accordance with the approved plans, specifications, and safety norms.
9. That I shall employ skilled labor and use good and approved quality materials for construction.
10. That I shall complete all the work within the given time frame without any delay and shall also be fully responsible for all the consequences of delaying the work.
11. That I/we shall be solely responsible for any loss, damage, accident, or injury arising out of or in connection with the execution of the said work.
12. That I / we shall comply with all statutory requirements, including labor laws, Safety regulations, environmental norms, and other applicable laws during the execution of the said project.
13. That I/we shall be solely responsible for any loss, damage, accident, or injury arising out of or in connection with the execution of the said work
14. That I shall be responsible for any defects, damages, or deficiencies found in my work during the defect liability period as mentioned in the Agreement.
15. That I shall abide by all the terms and conditions of this contract without any ambiguous interpretation at my end.

Deponent

Verified at _____ today on _____ that the contents of affidavit are true to the best of my knowledge and belief.

Deponent

GENERAL CONDITIONS OF CONTRACT (GCC)

A. CONTRACT AND INTERPRETATION

1. Definitions

Unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them and shall apply throughout the bidding, contract award, and execution stages.

- **Contract:** The Contract Agreement entered into between the Owner (JKPDC) and the Contractor, together with all Contract Documents referred to therein (including GCC, SCC, Technical Specifications, BOQ, drawings, addenda, and correspondences). These documents collectively form and shall be interpreted as a whole.
- **Contract Price:** The sum specified in the Letter of Award/Contract Agreement, being the total amount based on the accepted BOQ, subject to additions or deductions arising from approved variations and adjustments as per contract conditions.
- **Contract Documents:** The documents listed in the Contract Agreement, including but not limited to the Notice Inviting Tender (NIT), Instructions to Bidders, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical Specifications, Bill of Quantities (BOQ), and all addenda/corrigenda.
- **Assignment / Works:** The scope of work to be performed by the Contractor under the Contract, including all deliverables, services, construction, repair, rehabilitation, surveys, and documentation as specified in the Tender Document.
- **Owner / Employer / Procurer / Authority:** Jammu & Kashmir State Power Development Corporation Ltd. (JKPDC), a Government-owned entity registered under the Companies Act, with its registered office in Srinagar (J&K), including its legal successors or permitted assigns.
- **Engineer-in-Charge / Engineer:** The Chief Engineer (Civil BHEP, Chanderkote, Ramban, J&K), or any other officer designated by the Owner to supervise and administer the execution of the Works. The term "Engineer" wherever used shall include the Engineer-in-Charge or Employer's designated representative.
- **Contractor:** The successful bidder whose bid to perform the Works has been accepted by the Owner, named as such in the Contract Agreement, and includes legal successors in title and permitted assigns.
- **Contractor's Representative:** Any person nominated by the Contractor and approved by the Owner to act on its behalf at the Site and perform delegated responsibilities.
- **Subcontractor:** Any person or firm named in the Contract or subsequently approved by the Owner to whom execution of a part of the Works is subcontracted. Subletting of whole or substantial parts of the Works is prohibited unless specifically permitted.
- **Day / Month:** A calendar day/month of the Gregorian calendar.
- **Execution / Completion Period:** The total period stipulated for completion of the Works, reckoned from the Effective Date, subject to extensions if granted under the Contract.
- **Effective Date:** The date of issuance of the Letter of Award (LOA), unless otherwise stated.
- **Completion:** The stage at which the Works have been completed in all respects, structurally and operationally, and put in a safe and clean condition as per Technical Specifications, to the satisfaction of the Engineer-in-Charge.
- **Defect Liability Period (DLP):** A period of 18 months commencing from the date of Completion, during which the Contractor remains responsible for rectifying defects in materials or workmanship at no additional cost.
- **Facilities / Site:** The land, locations, and access routes made available by the Owner for the Works.

- **Temporary Works:** Works designed, constructed, and maintained by the Contractor to facilitate execution of the Contract but not forming part of the permanent Works (e.g., temporary roads, scaffolding, coffer dam). No separate payment shall be admissible for Temporary Works unless expressly included in BOQ.
- **Variation:** Any alteration, omission, or addition to the scope of Works instructed in writing by the Engineer-in-Charge and approved by the competent authority in accordance with the Contract.
- **Notices:** All formal communications, including approvals, instructions, clarifications, certificates, or directions issued under the terms of the Contract.
- **Personnel:** All professional, technical, supervisory, skilled, and unskilled manpower engaged by the Contractor (including approved subcontractors) for execution of the Works.
- **Notification of Award:** The Letter of Award (LOA) issued by the Owner, by letter/email/fax/whatsapp, constituting the Owner's acceptance of the successful bidder's offer.
- **GCC / SCC:** GCC refers to General Conditions of Contract. SCC refers to Special Conditions of Contract. SCC provisions shall prevail over GCC in case of conflict.
- **Governing Law:** The Contract shall be governed by and construed in accordance with the laws in force in the Union Territory of Jammu & Kashmir and the laws of India.

2. CONTRACT DOCUMENTS:

- 2.1 All documents forming part of the Contract are correlative, complementary, and mutually explanatory, and shall be read as a whole. In the event of any ambiguity, discrepancy, or conflict among the documents, the decision and clarification issued in writing by the Engineer-in-Charge shall be final and binding.
- 2.2 The Contract Agreement shall be executed in three (03) originals. One signed original shall be provided to the Contractor, while the remaining originals shall be retained by the Owner.
- 2.3 The Contractor shall, at no additional cost, provide to the Owner all engineering data, drawings, bar charts, method statements, and descriptive materials submitted with the bid (or subsequently approved during execution), in at least four (04) copies, which shall form part of the Contract.
- 2.4 Within ten (10) days of signing the Contract Agreement, the Contractor shall, at his own cost, provide the Owner with six (06) true hard copies of the complete Contract Agreement.
- 2.5 All stamp duties, registration charges, and other incidental costs relating to execution of the Contract shall be borne entirely by the Contractor.

3.0. INTERPRETATION

3.1 Language

3.1.1 The language of the Contract shall be English. All Contract Documents, correspondence, communications, notices, and reports prepared or supplied under the Contract shall be in English, and the Contract shall be construed in accordance with that language.

3.1.2 If any document or communication is prepared in another language, the English version shall prevail for purposes of interpretation.

3.2 Singular and Plural

Words in the singular shall include the plural and vice versa, unless the context requires otherwise.

3.3 Headings

Headings and marginal notes in these Conditions are for reference only and shall not affect the interpretation of the Contract.

3.4 Persons

References to persons include natural persons, firms, partnerships, corporations, and government entities.

3.5 Entire Agreement

The Contract constitutes the entire agreement between the Owner and the Contractor and supersedes all prior communications, representations, negotiations, or agreements, whether written or oral, relating to the subject matter.

3.6 Amendment

No amendment, modification, or variation of the Contract shall be valid unless made in writing, expressly referring to the Contract, and signed by duly authorized representatives of both parties.

3.7 Independent Contractor

The Contractor is an independent contractor. Nothing in the Contract shall be construed as creating any partnership, joint venture, agency, or employment relationship between the Contractor and the Owner. The Contractor shall be solely responsible for the manner and means of executing the Works, and for the conduct of its employees, representatives, or subcontractors. No contractual relationship shall exist between the Owner and any employee, subcontractor, or supplier of the Contractor.

3.8 Joint Ventures / Consortiums

- Not allowed

3.9 Non-waiver

3.9.1 No relaxation, indulgence, extension of time, or waiver by either party in enforcing any term of the Contract shall prejudice or restrict that party's rights under the Contract.

3.9.2 Any waiver must be in writing, signed by an authorized representative, and shall apply only to the specific instance for which it is given.

3.10 Severability

If any provision of the Contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall in good faith negotiate a replacement provision consistent with applicable law and the intent of the Contract.

3.11 Country of Origin

All materials, equipment, and supplies incorporated in the Works shall conform to relevant Indian Standards (IS/BIS) unless otherwise approved by the Engineer-in-Charge. Imported materials, if permitted, shall conform to equivalent international standards (ASTM, BS, EN) subject to approval of the Owner.

4.0. NOTICES

4.1. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, e-mail or whatsapp to the address of the relevant party set out in the Contract coordination Procedure to be finalized pursuant to GCC Sub-Clause 17.2.7, with the following provisions.

4.1.1. Any notice sent shall be considered received within one (1) day after dispatch by notice sent by air mail post or special courier or email, except as otherwise specified in the Contract.

4.1.2. Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission

by airmail or special courier.

4.1.3. Any notice delivered personally or sent by email/whatsapp shall be deemed to have been delivered on date of its dispatch digital delivery report.

4.1.4. Either party may change its postal, email or EDI address or addressee for receipt of such notices by ten (10) days notice to the other party in writing.

4.2. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

5. GOVERNING LAWS

5.1. The Contract shall be construed by and interpreted in accordance with and governed by the laws as are in force for the time being and applicable in the U.T. of Jammu and Kashmir including rules and regulations made there under.

In respect of all matters or actions arising out of the Contract and which may arise any time, the Courts of J&K shall have exclusive jurisdiction in all matters arising under the Contract.

6. SETTLEMENT OF DISPUTES

6.1. Amicable Settlement

If any dispute arises between the owner and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably Any dispute, in respect of which the Owner and the Contractor have failed to reach at an amicable settlement pursuant to GCC Clause 6.1, shall be settled by reference to adjudicator . In case of failure of settlement through adjudicator, the dispute shall finally be settled through arbitration.

6.2. Adjudicator

6.2.1 In the event that the parties are unable to resolve any dispute or difference through mutual consultation, either party may refer the matter in writing to the Adjudicator, with a copy to the other party. The Adjudicator shall be either a retired permanent member of the Institution of Engineers (J&K Chapter) or an Independent Engineer empanelled by the Ministry of Power in accordance with the relevant Office Memoranda. The Adjudicator shall be appointed by the Appointing Authority, i.e., the Managing Director, JKPDC (Owner).

6.2.2 Within 28 days after receiving such reference, the Adjudicator shall give its decision which shall be reasoned and shall be binding on both the parties, who shall promptly give effect to it unless and until it is revised in an amicable settlement or an Arbitral award.

6.2.3 If either party is dissatisfied with the adjudicator's decision, then either party, may within 28 days after receiving the decision, give notice to other party of its dissatisfaction. If the adjudicator fails to give its decision within the period of 28 days after receiving such reference, then either party, may within 28 days after the period has expired, give notice to Other party of its dissatisfaction.

6.2.4 If the adjudicator has given its decision and no notice of dissatisfaction has been given by either party within 28 days after it received the decision of the adjudicator, then the decision of the adjudicator shall become final and binding upon both the parties.

6.2.5 Where notice of dissatisfaction has been given, both the parties shall attempt to settle the dispute amicably. In case of failure, arbitration shall be commenced on or after the 30th day after the day on which notice of dissatisfaction was given

6.2.6 Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another adjudicator shall be jointly appointed by the Owner and the Contractor as

adjudicator under the Contract. Failing agreement between the two within twenty-eight (28) days, the new adjudicator shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the Owner and the Contractor

6.3. Arbitration

Unless otherwise agreed by both Parties:

The cumulative claims not exceeding 25% of the Contract Price can only be referred to arbitration and the claims above 25% of the Contract Price are to be referred to commercial court /competent court.

Any dispute shall be settled by arbitration as forth below:

- 6.3.1. Unless settled amicably or through arbitrator, any dispute shall be settled by arbitration.
- 6.3.2. A dispute with an Contractor shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996, as amended by the Arbitration & Conciliation (Amendment) Act, 2019. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Owner and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall be appointed by the President of the Institution of Engineers (India).
- 6.3.3. Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
 - I. The venue of the Arbitration proceedings shall be in the U.T. of Jammu & Kashmir.
 - II. The decision of the majority of the Arbitrators shall be final and binding upon both the parties.
 - III. The cost of the Arbitration shall be borne equally by the parties.
 - IV. The Arbitral Tribunal shall pass reasoned award and shall not have any right/jurisdiction to award any interest on claim which is determined by it.
- 6.3.4. If one of the parties fail to appoint its arbitrator in pursuance of Sub Article above, within forty-two (42) days after receipt of the notice of appointment of its arbitrator by the other party, then the President of Institution of Engineers (India), shall appoint the arbitrator. A certified copy of the order of the President of Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.
- 6.3.5. Arbitration proceedings shall be conducted (i) in accordance with the rules of procedure designated in the SCC, (ii) in the place designated in the SCC, and (iii) in the language in which this Contract has been executed. The Arbitration & Conciliation Act, 1996 (plus amendments, if any) will be applicable and the venue of the arbitration proceedings shall be in the U.T. of Jammu and Kashmir.
- 6.3.6. The decision of a majority of the arbitrators shall be final and binding.
- 6.3.7. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5(Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 6.3.8. The arbitrator(s) shall give reasoned award.
- 6.3.9. The fee payable to arbitrators shall be as per the model fee structure of Owner. The fees include the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever name called.
- 6.3.10. The cost and expenses of Arbitration proceedings will be borne by each party. However,

the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

- 6.3.11. The party invoking arbitration shall have to deposit a sum equal to 5% of the amount claimed under dispute with the other party at the time of invocation of arbitration. The amount of 5% should be deposited in Demand Draft / NEFT / RTGS and no other security such as Bank Guarantee etc. will be accepted against this amount. The amount so deposited shall be adjusted against costs, if any, awarded by the Arbitral Tribunal against the claimant party and the balance remaining after such adjustment and in the absence of any such costs being awarded, the whole of the sum will be refunded to the party within one month from the date of the award. A simple interest @ 6% per annum shall be paid by the other party on the amount deposited by the party for referring the claim to arbitration.
- 6.3.12. Notwithstanding any reference to the disputes or arbitration herein,
- a. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
 - b. The Owner shall pay the Contractor any monies due to the Contractor except for the works referred to the Arbitrator.
- 6.3.13. The Arbitral Tribunal shall give a written reasoned Award and the final award by a majority of Arbitrators rendered in writing shall be binding upon the parties.

B. SUBJECT MATTER OF CONTRACT

7. SCOPE OF FACILITIES

7.1 The Contractor shall execute the Works strictly in accordance with the Technical Specifications, BOQ, approved drawings, and instructions of the Engineer-in-Charge. The scope shall include, but not be limited to:

The scope of work shall remain as follows:

- i. The contractor has to investigate at site and design all the structures to be used for the protection, repair and stabilization of slopes from adit of HRT to Bailey bridge or as directed by the engineer-in-engineer. The contractor has to take up the design of all the protection works at EIC approved consultancy followed by its vetting through EIC approved institute. This shall include, but not limit to, carry out all necessary geotechnical investigations, topographical surveys, and structural studies to finalize the design and required methodology of execution at site. All investigations and designs works shall have to undergo through the approval of the EIC.
- ii. **Part-1:** The work shall consist of counter-fort wall with length greater than 40m and height greater than 15m along with required anchoring bars as required by the design with following requirements:
 - The wall shall be RCC and include:
 - a. Stem, base slab, heel, toe, counter-forts
 - b. Filter media, drainage layers, weep holes (if approved), backfill
 - c. Foundation strengthening measures and slope benching
 - Anchoring Requirements:
 - a. The base slab of the retaining wall shall be anchored into the rock line using suitable rock anchors/grouted dowels as required by design.
 - b. Each counter-fort shall be properly anchored and dowelled into the rock foundation to ensure resistance against sliding, overturning, uplift, and seismic forces.

- c. Anchor design shall follow relevant IS, IRC, and international guidelines, considering rock quality, joint orientation, water pressure, and long-term behavior.
- The design shall consider:
 - a. Seismic loading
 - b. Earth pressure (active/passive)
 - c. Hydrostatic pressure & seepage
 - d. Surcharge from road and vehicle loading
 - e. Any other requirement as per codal formalities.
 - Long-term stability and durability requirements as per codal requirements.
- iii. **Part-2:** The work shall also include a total length of around 115m of PCC cladding (in different lengths) on the river side slopes with height of around 15m at identified locations with following features:
- Rigid and anchored with the available rock by suitable anchor bolts.
 - Strong enough to resist the forces of flowing water along with its debris.
 - Permeable by means of weep holes to release the hydrostatic pressure.
 - Thick enough to create the required stability.
 -
- iv. **Part-3:** In addition of above, a total length of around 35m of Gabbions/crate-work needs to constructed on the river side slopes with no firm rock, of height not less than 5m at identified locations with following features:
- Ensure stability of the restored embankment
 - Prevent erosion
 - Rigid high impact value rock fill material.
 - Thickness as per design outcome.
 - Gabion baskets shall be machine-woven, galvanized, and conform to relevant IS standards in order to Retain fill material.
- v. Based on the above design and requirements, a final BoQ shall have to submitted by the contractor based on the EIC approved designs which if approved by the EIC shall succeed the original BoQ in items and quantities but not quoted rates (%age above or Below). The overall cost of all the quantities shall not exceed the total allotted amount. Any item rate not included in the BoQ shall be adopted from the SSR2022 at percentage above or below as quoted by the contractor. Any Non-SSR item, if required to be executed, shall have to be justified Lowest Market Rate and approved by the engineer in charge.
- vi. Dewatering works, if required shall have to be executed by the contractor as per requirement at site and the methodology adopted by the contractor without any claim for the dewatering work. The quantity of dewatering is not allowed to be included in BOQ to be finalized after the completion of the design, therefore the contractor has to quote accordingly keeping in view the quantity of dewatering if required to be executed.

- vii. Any work necessary to ensure structural stability, safety, functionality, and durability of the proposed work even if not explicitly mentioned — shall have to be deemed included within the contractor’s obligation and have to be executed without deviation from the allotted cost.
- viii. The cost of investigation, designing etc. is limited to the cost of the relevant item as per the original allotment. No additional or extra cost shall be paid in this regard and is not allowed to be projected in the revised BoQ. Hence the cost of investigation and designing etc. shall remain limited to the original allotted cost.
- ix. All the temporary approaches required for the execution of the work has to be constructed by the contractor at his own cost. No other cost, other than the cost of slope protection works, shall be paid to the contractor.
- x. There are other important works through different contractors ongoing in the vicinity of this proposed work, therefore in no case this work shall effect or hamper their ongoing works at site.
- xi. Some portion of this work may be required to be executed after a particular interval of time as decided by EIC keeping its view other ongoing works in the nearby areas, therefore this shall form no point of dispute.

7.2 Unless otherwise expressly excluded, the Contractor shall provide all labour, materials, equipment, plant, Contractor’s machinery, tools, formwork, scaffolding, utilities, transportation, handling, storage, safety measures, and supervision necessary for proper execution and completion of the Works.

7.3 The Contractor shall perform all incidental works and provide all items and services which, though not specifically mentioned in the Contract, are reasonably required for the safe and satisfactory completion of the Works in accordance with good industry practice and the intent of the Contract.

7.4 The Contractor shall prepare and submit, at no additional cost, all drawings, method statements, mix designs, bar charts, test reports, and any other documents reasonably required by the Engineer-in-Charge to verify and certify the Works.

8. TIME FOR COMMENCEMENT AND COMPLETION

8.1 The entire scope of work shall be completed in all respects within 12 months counted from the seventh (7th) day after the date of issuance of the Letter of Award (LOA) or Allotment Order, whichever is earlier (the “Commencement Date”).

8.2 The Contractor shall achieve Completion of the Works (or of any part where a separate completion period is specified in the SCC) within the stipulated period, or within such extended time as may be granted under the provisions of the Contract relating to Extension of Time for Completion.

8.3 For the purposes of this Contract, the term “Works” shall include all permanent works (concrete placement, reinforcement works, etc.) and all temporary works (such as scaffolding, formwork, site access, and any other incidental activities) necessary for the proper and satisfactory execution and completion of the Contract.

9. CONTRACTOR’S RESPONSIBILITIES

9.1 General Obligations

The Contractor shall execute the Works with due care, skill, and diligence in accordance with the Contract. This includes carrying out necessary surveys, setting out, method statements, construction, concreting, reinforcement and associated temporary works required for successful

completion. All labour, materials, equipment, plant, utilities, and services necessary for execution shall be arranged by the Contractor at his own cost.

9.2 Site Familiarisation

The Contractor confirms that by submitting the bid, it has inspected the Site and acquainted itself with site conditions, access, geology, hydrology, climate, sub-surface conditions, and existing incomplete structures. No claim shall be entertained on account of lack of familiarity with site conditions, risks, or contingencies that could reasonably have been foreseen.

9.3 Data Provided by Owner

The Owner shall make available to the Contractor such site data as may be in its possession to the extent of availability. However, the Owner does not guarantee the accuracy or adequacy of such data. The Contractor shall be responsible for its own interpretation and shall make no claim against the Owner on this account.

9.4 Site Utilities

a. **Construction Power:** The Contractor shall make its own arrangements for construction power through Diesel Generating (DG) sets at no extra cost. If grid power is feasible, the Owner may facilitate permissions, but availability is not guaranteed. The Contractor shall bear all costs of installation, distribution, cabling, lighting, and safety precautions. No claim shall be entertained for non-availability of grid power.

b. **Construction Water:** The Contractor shall arrange water at its own cost. Water used for concreting shall conform to IS standards; the Contractor shall treat it suitably if required.

9.5 Permits and Approvals

The Contractor shall obtain and pay for all permits, licenses, approvals, NOCs, and permissions from statutory authorities as required for execution, including transport, labour, explosives (if required), environmental clearances, and entry permits for labour/equipment. The Owner may provide reasonable assistance but shall not bear responsibility for delays in statutory clearances.

9.6 Compliance with Laws

The Contractor shall comply with all applicable laws, regulations, and rules in force in India and the Union Territory of J&K, including labour laws, environmental laws, taxation, safety, and carriage by road regulations. The Contractor shall indemnify and hold the Owner harmless against any claims, penalties, or liabilities arising out of non-compliance.

9.7 Access Roads and Transport

The Contractor shall construct, maintain, and use approach/access roads (If Required) as necessary for execution, including temporary diversions, haul roads for transporting aggregates, and spoil disposal routes at his own cost unless mentioned in the scope of work. Any strengthening or protection of public roads/bridges required for heavy transport shall be carried out by the Contractor at his own cost, after obtaining necessary permissions from concerned authorities.

9.8 Existing Infrastructure

The Site shall be handed over on an “as-is-where-is” basis. The Contractor shall be responsible for upkeep, protection, and maintenance of all infrastructure and facilities taken over until completion and shall have to handover back in as good as it was condition after the completion of the work. However the necessary charges shall have to be paid as applicable.

9.9 Safety, Lighting and Security

The Contractor shall provide adequate safety arrangements, lighting, signage, barricading, and restricted access controls at his own cost. The Contractor shall ensure safe working conditions for labour, equipment, and inspection staff at all times.

9.10 Responsibility for Information and Returns

The Contractor shall ensure timely filing of all statutory returns, accounts, and documents as required by applicable laws. Any penalty, interest, or liability arising due to default shall be borne by the Contractor.

9.11 Independent Responsibility

The Contractor shall be fully responsible for the acts, defaults, and omissions of its employees, subcontractors (if allowed), and suppliers. No contractual relationship shall exist between the

Owner and any such third parties.

10.0 OWNER'S RESPONSIBILITIES

10.1 Site Possession and Access

The Owner shall provide the Contractor with legal and physical possession of the Site, including rights of way and access reasonably required for execution of the Works. Possession shall be given in a timely manner, enabling the Contractor to commence and progress the Works. In the event of delay in handing over the Site or any part thereof, the Contractor may be granted suitable extension of time under relevant Clause in this SBD

10.2 Site Data

The Owner shall make available, free of charge, such site-related data and information as is in its possession. However, the Owner shall not be responsible for the accuracy or sufficiency of such data; the Contractor shall be responsible for making its own assessment and interpretation.

10.3 Permits and Approvals

Where feasible, and upon request, the Owner shall provide reasonable assistance to the Contractor in obtaining statutory permits, approvals, and licenses required for execution of the Works. However, the responsibility and cost of obtaining such clearances shall remain with the Contractor.

10.4 Facilitation and Coordination

The Owner shall facilitate coordination with concerned local authorities, utilities, and agencies for matters affecting the execution of the Works, to the extent reasonably possible.

10.5 Engineer-in-Charge / Owner's Engineer

The Owner may appoint an Engineer-in-Charge or Owner's Engineer/Manager for review, supervision, and monitoring of the Works. Instructions issued by the Engineer-in-Charge shall be binding on the Contractor as per the terms of the Contract.

10.6 Land Use

The use or occupation of the land by the Contractor shall not confer on it any right of tenancy, lease, or permanent possession. The Contractor shall vacate and return all land, access roads, and other areas provided for the Works in good condition upon completion or upon one month's written notice by the Engineer-in-Charge.

C. PAYMENT

11.0 CONTRACT PRICE

The Contract Price shall be the amount specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement. It represents the total consideration payable to the Contractor for the due and proper execution and completion of the Works in accordance with the Contract.

11.1 The Contract Price is firm and fixed for the entire duration of the Contract. No escalation, adjustment, or revision of rates shall be admissible on any account whatsoever, including but not limited to changes in market conditions, statutory duties, transportation, labour, materials, fuel, taxes, or exchange rate variations, except where expressly provided under statutory provisions of law or otherwise provided in the contract.

11.3 The Contractor shall be deemed to have satisfied itself, prior to submission of its Bid, as to the correctness and sufficiency of the Contract Price. The Contract Price shall be deemed to cover all obligations under the Contract, including but not limited to:

- provision of all labour, materials, equipment, tools, and plant;
- execution of all Works in accordance with the Technical Specifications;
- compliance with all applicable laws, codes, standards, and safety regulations;
- obtaining all necessary permits, licenses, and approvals;
- provision of temporary works, utilities, and site facilities;
- Remedying of any defects during the Defect Liability Period.

12.0 TERMS OF PAYMENT

12.1. Progressive Payments

- a. The Contractor shall be entitled to progressive payments based on the quantum of work executed and jointly measured at site by the Engineer-in-Charge and the Contractor's representative.
- b. Interim payment shall be released against submission of running account (RA) bills, duly verified by the Engineer-in-Charge.

12.2. Retention Money

- a. Ten percent (10%) of each gross billed amount shall be retained by the Owner as Retention Money.
- b. The Retention Money shall be released only upon:
 - i. Satisfactory completion of the Works,
 - ii. Expiry of the Defect Liability Period (18 months) from the certified date of completion,
 - iii. Satisfactory performance of the retaining structures in peak spillway season.
 - iv. Rectification of defects, if any and successful completion of any additional repairs instructed by the Engineer-in-Charge.

12.3. Final Settlement:

- a. All progressive payments made prior to the issue of the Final Payment Certificate shall be treated as advances and subject to adjustment in the Final Bill.
- b. The Final Bill shall be raised by the Contractor within 30 days after issuance of the Completion Certificate, and shall include all claims of the Contractor under the Contract.

12.4. Defects and Rectification

In the event of failure by the Contractor to rectify defects or carry out repairs within the stipulated period, the Owner reserves the right to get such work executed at the risk and cost of the Contractor, with such costs recoverable from the Contractor's pending dues or Retention Money or/and other deposits.

12.5. Mode of Payment

- a. All payments shall be made exclusively through RTGS/NEFT into the Contractor's account with a nationalized/scheduled bank, as per the latest directions of the Managing Director, JKPDC.
- b. No payment shall be made in cash or by cheque.

12.6. Statutory Deductions

All statutory deductions including Income Tax, Labour Cess, GST, Royalty, or any other levies as applicable under the laws of the Government of India and the Union Territory of Jammu & Kashmir shall be deducted at source from the Contractor's bills at prevailing rates.

12.7. No payment made by the Owner herein shall be deemed to constitute acceptance by the Owner of the work or any part(s) thereof.

12.8. The currency or currencies in which payments are made to the Contractor under this Contract is Indian Rupee (INR).

13. SECURITIES

13.1 Bid Security (EMD)

- a. All bids shall be accompanied by a Bid Security in the form and manner specified in the bidding documents.
- b. The Bid Security shall be 2% of the contract value.
- c. The Bid Security may be furnished at the Bidder's option in any of the following forms:
 - Bank Guarantee (BG) issued by a Nationalized/Scheduled Bank, in the prescribed format;
 - or

- Account Payee Demand Draft (DD) drawn in favor of the Chief Pay & Accounts Officer, BHEP Chanderkote.
 - Fixed Deposit receipts from any of the Commercial banks.
- d. The Bid Security shall remain valid for at least 45 days beyond the bid validity period.

13.2 Return/Release of Bid Security

- a. The Bid Security of unsuccessful Bidders shall be returned promptly upon finalization of the tender and award of Contract.
- b. The Bid Security of the successful Bidder shall be released only after submission and acceptance of the Performance Security.

13.3 Forfeiture of Bid Security

The Bid Security shall be forfeited if:

- i. The Bidder withdraws or modifies its bid during the bid validity period; or
- ii. The successful Bidder fails to accept the Letter of Award (LOA) within the stipulated time; or
- iii. The successful Bidder fails to furnish the Performance Security within the stipulated time.

13.4 Performance Security

13.4.1 Requirement and Amount

- a. The Contractor, within seven (07) days of issuance of the Letter of Award (LOA) / Notification of Award, shall furnish a Performance Security for an amount equal to ten percent (10%) of the Contract Price.
- b. The Performance Security shall be denominated in Indian Rupees and remain valid for the duration specified under this clause.

13.4.2 Form of Security

The Performance Security may be submitted in any of the following forms, pledged in favor of the Chief Pay & Accounts Officer, BHEP Chanderkote:

- Cash Deposit Receipt (CDR),
- Fixed Deposit Receipt (FDR),
- Demand Draft (DD), or
- Unconditional and irrevocable Bank Guarantee (BG) in the prescribed format.

13.4.3 Validity of Performance Security

- a. In the case of a Bank Guarantee, the initial validity shall be sixty (60) days beyond the end of the Defect Liability Period, which is 18 months from the date of certified completion of the Works, unless extended.
- b. Where the Defect Liability Period is extended for part(s) of the Works under GCC Sub-Clause 27, the Contractor shall extend or furnish additional Performance Security proportionate to such part(s).
- c. In the event of any extension of time for completion of the Works, the Performance Security shall also be suitably extended by the Contractor at its own cost, at least one (01) month before expiry.

13.4.4 Source of Bank Guarantees

- a. The Performance Bank Guarantee must be issued by an Indian Nationalized/Scheduled Bank operating in India under RBI regulations.
- b. All BGs shall be executed on non-judicial stamp paper of appropriate value as per the Stamp Act applicable in the UT of Jammu & Kashmir or the State of issuance, whichever is higher.

13.4.5 Invocation and Recoupment

- a. The Owner shall have the unconditional right to encash the Performance Security, in full or in part, for recovery of any sums due, damages, liquidated damages, or other amounts payable by the Contractor under this or any other contract with the Owner.
- b. In case of partial encashment or reduction of the BG, the Contractor shall recoup/replace the deficit amount within fourteen (14) days of notice by the Engineer-in-Charge.

13.4.6 Release of Performance Security

The Performance Security shall be released to the Contractor immediately upon expiry of its validity, provided that:

- all obligations under the Contract have been fulfilled to the satisfaction of the Engineer-in-Charge;
- No defects remain outstanding at the end of the Defect Liability Period; and
- No claims are pending against the Contractor.

13.4.7 Additional Performance Security (in case of Unbalanced Bids)

a. If the bid submitted by the successful bidder is **seriously unbalanced**, i.e., **15% or more below** the advertised cost/estimated tender value for the works, the successful bidder shall, in addition to the normal Performance Security, submit **Additional Performance Security** in the form of CDR/FDR/Bank Guarantee pledged in favour of the **Chief Pay & Accounts Officer, BHEP Chanderkote**.

b. The amount of such Additional Performance Security shall be as prescribed by the **Finance Department, J&K**, in accordance with **Order No. Fd-Code/441/2021-02-158 dated 08-08-2025**.

c. This Additional Performance Security is intended to protect the Owner against financial loss due to the default of the Contractor under the Contract.

d. The Additional Performance Security shall be released only upon the **successful completion of the work in all respects**.

13.5 Retention Money

- a. 10% of payment payable shall be deducted as retention money from each of the payment made to the contractor.
- b. The Retention Money shall be released only upon:
 - i. Satisfactory completion of the Works,
 - ii. Expiry of the Defect Liability Period (18 months) from the certified completion date,
 - iii. Confirmation through required survey that no defects remain, and
 - iv. Rectification of defects or execution of any additional repairs to the satisfaction of the Engineer-in-Charge.
- c. The contractor may, at his option from a bank acceptable to JKPDC at following stages: replace the retention amount with an unconditional Bank Guarantee of equal amount with validity 60 days after End of DLP
 - (i) After completion of 50% of work.
 - (ii) After completion of 100% of work & on issuance of commissioning certificate, and after the Project has passed all specified tests (including the Tests after Completion, if any), 50% of the retention money (or BG, which replaced retention money) shall be released. Remaining retention money (or BG, which replaced the retention money) shall be released after expiration of 60 days after end of Defect liability period.

14. TAXES AND DUTIES

The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the facilities in and outside of the country where the Site is located.

15. COPYRIGHT

15.1. The copyright in all drawings, documents and other materials containing data and information furnished to the Owner by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Owner directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Owner shall however be free to reproduce & use all drawings, documents and other material furnished to the Owner by the contractor, its associates or sub-contractors for the purpose of the contract including, if required, for operation and maintenance of the facilities, for tendering of balance works (if contractor doesn't complete the contract, for whatever reasons) and for all legitimate future use.

16. CONFIDENTIAL INFORMATION

16.1 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 16.

16.2 The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities and as mentioned in clause 15.1. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

16.3 The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which

- a) Now or hereafter enters the public domain through no fault of that party.
- b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties here to prior to the date of the Contract in respect of the Facilities or any part thereof.

16.5 The provisions of this GCC Clause 16 shall survive termination, for what- ever reason, of the Contract.

16.6 The BHEP is a high security zone, therefore it is a strict binding upon the contractor to not shear any details provided to him or acquired by him during the course of the work without the prior written consent of the JKPDC.

17. REPRESENTATIVES

17.1 Engineer-in-Charge / Project Manager

- a. The Engineer-in-Charge shall be the designated representative of the Owner responsible for supervision and management of the Works under this Contract.
- b. If not already named in the Contract, the Owner shall, within fourteen (14) days of the Effective Date, notify the Contractor in writing of the person so appointed. The Owner may, at any time, replace the Engineer-in-Charge by giving written notice to the Contractor, provided

such change does not unreasonably impede the progress of the Works.

c. All notices, instructions, orders, certificates, approvals, and communications under this Contract shall be issued by the Engineer-in-Charge on behalf of the Owner, unless otherwise specified.

d. All communications by the Contractor to the Owner shall likewise be addressed to the Engineer-in-Charge.

17.2 Contractor's Representative and Site Manager

17.2.1 The Contractor shall, within fourteen (14) days of the Effective Date, appoint a Contractor's Representative and request the Owner's approval in writing. If the Owner raises no objection within fourteen (14) days, the appointment shall be deemed accepted. In case of objection with reasons, the Contractor shall propose a replacement within fourteen (14) days.

17.2.2 The Contractor's Representative shall:

- Act for and represent the Contractor in all matters concerning the Contract,
- Receive all notices, instructions, and communications from the Engineer-in-Charge, and
- Issue all communications to the Owner on behalf of the Contractor.

17.2.3 The Contractor shall not revoke the appointment of its Representative without the prior written consent of the Owner, which shall not be unreasonably withheld. Any replacement shall follow the same approval procedure.

17.2.4 The Contractor's Representative may delegate powers and responsibilities to a competent deputy or other personnel, subject to prior notice to and approval by the Owner.

17.2.5 From the commencement of site activities until completion of the Works, the Contractor shall appoint a Site Manager (Construction Manager), who shall remain present at Site during working hours to supervise execution. In case of absence due to leave, illness, or other valid reasons, a competent deputy shall have to be nominated.

17.2.6 The Owner may, by written notice with reasons, object to any person employed by the Contractor who is deemed to be incompetent, negligent, inappropriate in conduct, or in violation of Site regulations. Upon such notice, the Contractor shall promptly remove the person and, if required, appoint a suitable replacement.

17.2.7 The Owner and the Contractor shall establish a Contract Coordination Procedure to streamline communication, reporting, and decision-making for the duration of the Contract.

18. WORK PROGRAM

18.1 Contractor's Organization

The Contractor shall supply to the Owner and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform the Owner and the Project Manager in writing of any revision or alteration of such an organization chart.

18.2 Program of Performance-Scheduling

Within Ten (10) days after the date of notification of award of Contract, the Contractor shall submit to the Owner a detailed project schedule showing the sequence and interdependence of activities and work breakdown structure for complete performance of work, interlinking all relative activities.

The Contractor shall use a project management tool like Primavera/ Microsoft project construction scheduling software of the latest version for preparation of the construction schedule. The scheduling shall be based on Critical Path Method in the form of Precedence Diagram Network with capabilities of identifying the critical path and predicting Project completion date with periodic progress updates.

The detailed project schedule shall include time scaled network diagrams based on calendar days. It shall be constructed to show the order in which the Contractor proposes to carry out the work and availability / requirement and use of manpower, materials and equipment. The Contractor shall utilize the detailed project schedule in planning, scheduling, monitoring,

coordinating and performing the entire scope of work under the Overall Agreement (including activities of sub-contractors, plant vendors, material suppliers, etc.).

Duration shall be based on the labour, equipment and materials required to perform each activity taking in to account the number of working days/ shifts planned for actual operation. The detailed project schedule submitted by the Contractor shall include the printed time scaled network diagram for the full network of activities prepared on A3 sheets with the timeline on each page. Contractor shall also provide soft copies of master project file as well as all the reports. The network diagram shall be accompanied by mathematical analysis for duration of each activity indicating the activity number and description and predecessor, successor activity numbers and descriptions.

Submittal and approval of detailed project schedule shall be a condition precedent to the release of first Progress Payment Certificate.

The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion given in the SCC and any extension granted in accordance with GCC Clause 38, and shall submit all such revisions to the Project Manager.

18.3 Progress Report

18.3.1 Monthly Progress Report

a. The Contractor shall continuously monitor the progress of all activities specified in the approved construction schedule under GCC Sub-Clause 18.2.

b. A monthly progress report shall be submitted to the Engineer-in-Charge / Project Manager on or before the 10th of every month, in a mutually agreed format. The report shall include:

- Progress achieved during the reporting period, with actual start/finish dates and percentage completion of each activity;
- Comparison against the planned schedule, highlighting delays or shortfalls;
- Key milestones achieved;
- Deployment of manpower (technical staff, labour, specialists);
- Deployment and breakdowns of construction equipment;
- Material receipts and consumption (cement, steel, aggregates, admixtures, HPC materials, etc.);
- Cash flow statement linked to work executed;
- Hindrances encountered, with entries made in the Hindrance Register within 7 days of occurrence;
- Photographs and sketches showing progress at different work fronts;
- Details of claims submitted by the Contractor during the reporting period;
- List of drawings/documents submitted for review or approval.

18.3.2 Hindrance Register

The Contractor and the Engineer-in-Charge shall maintain a Hindrance Register in the prescribed format. Any hindrance shall be recorded within seven (07) days of occurrence; failure to do so will result in the hindrance being disregarded for any contractual consideration.

18.3.3 Insurance and Claims Reporting

The monthly report shall include details of all insurance claims lodged, showing the nature of claim, amount claimed, status of settlement, delays (if any), and amounts paid or payable to the Owner where the Owner has an interest.

18.3.5 Review Meetings

The Contractor shall attend **monthly progress review meetings** convened by the Engineer-in-Charge, along with senior representatives competent to take decisions on behalf of the Contractor.

18.4 Progress of Performance

If, at any stage, the Contractor's actual progress falls behind the approved construction schedule under GCC Sub-Clause 18.2, or it becomes reasonably evident that the Works are likely to fall

behind, the Contractor shall, upon request of the Engineer-in-Charge / Project Manager:

- a. **Submit a revised program** reflecting the prevailing circumstances, updated timelines, and recovery measures;
- b. **Identify and notify corrective actions** being implemented to expedite progress and mitigate delays; and
- c. **Deploy additional resources** (manpower, equipment, or materials) as may be necessary to ensure completion of the Works within the stipulated **Time for Completion** or within any extension granted under GCC Sub-Clause 38 (Extension of Time for Completion).

Failure of the Contractor to take adequate remedial measures, or persistent shortfall in progress, shall constitute grounds for the Owner to take action under the relevant provisions of the Contract, including levy of liquidated damages

18.5. Work Procedures

- a. The Works shall be executed strictly in accordance with the Contract Documents, Technical Specifications, and instructions issued by the Engineer-in-Charge.
- b. Where the Contractor proposes to adopt its own standard execution methods or project procedures, the same may be permitted only with the prior written approval of the Engineer-in-Charge, and only to the extent that such methods do not conflict with the Contract provisions.
- c. All procedures shall ensure safe execution of underwater works, high-performance concrete placement, dewatering operations and associated works in line with industry best practice.

18.6 Site Progress Review Meetings

- a. The Contractor shall attend all site progress review meetings convened by the Engineer-in-Charge or his authorized representative.
- b. These meetings will ordinarily be held monthly/weekly as directed by EIC (or more frequently if required due to urgency of works). The agenda shall include:
 - Review of progress against the agreed schedule;
 - Manpower, tools, plants, and equipment deployed;
 - Inputs or clearances required from the Owner;
 - Delays, hindrances, and agreed recovery measures;
 - Work instructions issued by the Owner.
- c. Minutes of each meeting shall be recorded in a numbered register maintained by the Engineer-in-Charge or his authorized representative, and signed jointly by both parties. One copy shall be provided to the Contractor for records and compliance.

19. SUBCONTRACTING

19.1 General

- a. The Contractor shall not subcontract the whole of the Works. Subcontracting shall be permitted only for specialized or ancillary works, if allowed by EIC, and only with the prior written approval of the Engineer-in-Charge.
- b. The Contractor shall remain fully responsible for the acts, defaults, and performance of any approved Subcontractor, as if such acts were its own. Approval of a Subcontractor shall not relieve the Contractor of any obligations or liabilities under the Contract.

19.2 Limits on Subcontracting

- a. The aggregate value of subcontracted works shall not exceed 50% of the Contract Price.
- b. No Subcontractor shall be permitted to further subcontract any part of the Works.

19.3 Specialized Works

- a. Works of a specialized nature shall only be executed by agencies having proven technical experience in such fields.
- b. The Contractor shall furnish details of the proposed Subcontractor(s), including qualifications and relevant experience, for approval by the Engineer-in-Charge before award of subcontract.

20. Transportation

20.1 The Contractor shall, at its own cost and risk, arrange safe transportation of all materials, equipment, tools, and Contractor's plant required for execution of the Works to the Site by suitable modes of transport.

20.2 The Contractor shall be responsible for obtaining all required permits, clearances, and approvals from relevant authorities for movement of oversized, overweight, or hazardous materials/equipment. The Owner may, if requested, facilitate such approvals, but the responsibility shall remain with the Contractor.

20.3 The Contractor shall indemnify and hold the Owner harmless against any claims, damages, or penalties arising from injury to persons, damage to roads, bridges, utilities, or other public infrastructure caused during transportation.

21 Setting Out, Supervision, and Labour

21.1 Setting Out

a. The Contractor shall be responsible for accurate setting-out of all Works with reference to the bench marks, lines, and levels provided by the Engineer-in-Charge.

b. Any error discovered during progress shall be immediately reported to the Engineer-in-Charge and rectified at the Contractor's own cost to his satisfaction.

21.2 Contractor's Supervision

a. The Contractor shall provide proper and continuous supervision of the Works. A qualified **Site Manager/Construction Manager** shall remain present at Site during working hours.

b. Only competent, skilled, and experienced staff shall be employed. If, in the opinion of the Engineer-in-Charge, any staff or personnel are found unsuitable or negligent, the Contractor shall replace such personnel within seven (07) days of receiving notice.

21.3 Labour

a. The Contractor shall make all arrangements for engagement, payment, transport, housing, and welfare of labour at its own cost, in compliance with all applicable labour laws.

b. Priority shall, as far as practicable, be given to employment of **local persons**, subject to their suitability.

c. The Contractor shall not allow its personnel or labour to occupy or establish residences within permanent Works of the project.

d. The Contractor shall be solely responsible for obtaining necessary project passes/permits/visas (if applicable) and for repatriation of its labour at its own expense. In the event of default, the Owner may arrange the same and recover costs from the Contractor.

e. The Contractor shall take all precautions to prevent unlawful, riotous, or disorderly conduct by its workers or those of its Subcontractors.

21.4 Compliance with Laws

The Contractor and its approved Subcontractors shall comply at all times with applicable laws, rules, and regulations, including but not limited to:

- Payment of Wages Act, 1936
- Minimum Wages Act, 1948
- Workmen's Compensation Act, 1923
- Employees' Provident Funds & Miscellaneous Provisions Act, 1952
- Industrial Disputes Act, 1947
- Contract Labour (Regulation & Abolition) Act, 1970
- Employees State Insurance Act, 1948
- Maternity Benefit Act, 1961
- Other applicable Central/UT/local labour, safety, and welfare laws

22.1 Contractor's Equipment

22.1.1 All Contractors Equipment brought by the Contractor onto the Site shall be deemed to be

intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the owners/Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract. No idling charges of any type for "contractor's machinery" is allowed in this contract.

22.1.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon including the dismantled material during work.

22.1.3 The Owner will, if requested, use its best endeavours to facilitate the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

22.2 Site Regulations and Safety

The Owner and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Owner, with a copy to the EIC/Project Manager, proposed Site regulations for the Owner's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention as per the applicable codes, standards and guidelines.

22.3 Opportunities for Other Contractors

22.3.1 The Contractor shall, in accordance with the requirements of the work as decided by the Project Manager, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Project Manager/EIC shall direct what compromise should be made and his decision shall be final and binding on the parties.

22.3.2 If, however, pursuant to Sub-Clause 22.3.1 the Contractor shall, on the written request of the Engineer-in-Charge make available to any such other contractor, or to the Employer or any such authority:

- (a) any roads or ways the maintenance of which is the responsibility of the Contractor,
- (b) permit the use of temporary facilities or Contractor's Equipment on the Site, or
- (c) provide any other service of whatsoever nature, for any such services, the project manager shall determine the payment admissible to the Contractor at the cost of other contractors or Employer as the case may be.

22.4 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work without any additional cost to the owner.

If the Contractor is unable or unwilling to do such work immediately, the Owner may do or cause such work to be done as the Owner may determine is necessary in order to prevent damage to the Facilities. In such event the Owner shall, as soon as practicable after the

occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the cost of such remedial work shall be borne by the contractor.

22.5 Site Clearance

22.5.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract without any additional cost to owner.

22.5.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe without any additional cost to owner.

22.6 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and security when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

22.7 Work at Night and on Holidays

22.7.1 Unless otherwise provided in the Contract, work can be carried out during the night and on public holidays of the country, as per laws applicable, where the Site is located, the Contractor shall however seek consent of the Project Manager/EIC, provisions of this clause shall also apply to any work which is customarily carried out by rotary or double-shifts.

22.7.2 If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Owner's consent thereto, the Owner shall not unreasonably withhold such consent as described in clause 22.7.1

22.7.3 Works like blasting (if required) work shall be allowed at night subjected to the approval of the District administration.

22.8 Day Work

22.8.1 Any work not specifically included in the BOQ or scope of this Contract, but which the Engineer-in-Charge considers necessary for the proper execution and completion of the Works, may be ordered in writing to be carried out on a day-work basis.

22.8.2 Such extra works, if executed, shall be paid strictly at the day-work rates quoted by the Contractor in the BOQ. These rates shall be deemed to cover all costs of labour, materials, Contractor's equipment, overheads, and profit. No claim for escalation or price adjustment shall be admissible on day-work items.

22.8.3 The Contractor shall submit to the Engineer-in-Charge, on a daily/weekly/monthly basis (as directed by EC):

- List of labour engaged (with names, categories, and working hours),
- Statement of materials and equipment used, and
- Supporting vouchers/receipts for materials procured.

One copy of such daily records, duly checked and signed by the Engineer-in-Charge, shall form the basis of payment.

22.8.4 At the end of each month, the Contractor shall submit a priced daywork statement based on the signed daily records. Payment shall not be admissible unless such records and statements are submitted in time. Bills submitted later than six (6) months from the execution of such work shall not be entertained.

22.8.5 All operations carried out under day-work shall, as far as practicable, be performed without causing undue inconvenience to the public or obstruction to access of roads, paths, and properties. The Contractor shall indemnify the Owner against any claims, damages, or expenses arising from such works, to the extent attributable to the Contractor.

22.9 Removal of Sunken/ buried equipment's & materials

If any equipment (floating or otherwise) belonging to or hired by the Contractor or any sub-contractor or any person employed by the Contractor or any sub- contractor or any material or things therein or there from sunk/buried due to any cause whatsoever, it shall immediately be reported by the Contractor to the Project Manager, and Contractor shall forthwith, at his cost raise and remove any such equipment, materials or things or otherwise deal with the same as the Project Manager may direct in this regard.

The fact that such sunken / buried equipment, materials or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this Clause to raise and remove the same.

Until such sunken/buried equipment or materials or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the competent authorities or by the Project Manager/EIC.

In the event of the Contractor not carrying out the obligations imposed on him by this Clause, the Project Manager may cause to set buoy and display at night light on such equipment and raise and remove the same without prejudice to the right of the Owner to hold the Contractor liable and all expenses and consequences therein and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the Owner or may be deducted by the Owner from any moneys due or which may become due to the Contractor.

The Contractor shall indemnify and keep harmless and indemnified the Owner in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

22.10 Safety, Security and Protection of Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Owner) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Facilities or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- (d) The Contractor shall comply with the requirements provided in the "Safety Codes" as provided in Technical Specifications.

22.11 Fossils

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between Owner and the

Contractor, be deemed to be the absolute property of the Owner. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Project Manager/EIC of such discovery and carry out the Project Manager's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Project Manager shall, after due consultation with the Contractor, determine any extension of time under Clause 40 and Price Adjustment as per Appendix-2 to Contract Agreement herein to which the Contractor is entitled and the same shall be notified to the Contractor accordingly.

22.12 Royalties

22.12.1 Except where otherwise stated in the Contract, the Contractor shall bear and pay all royalties, seigniorage, ground rent, compensation, and other statutory charges, if any, for extraction, procurement, or use of stone, sand, gravel, clay, or any other construction material required for execution of the Works.

22.12.2 The Contractor shall obtain mining/quarrying permissions, licenses, or clearances from the competent statutory authorities at his own cost. The Owner shall, on request, issue a recommendation letter to facilitate such permissions. The Contractor shall prepare, submit, and obtain approval of excavation/borrow area plans as per statutory requirements and shall ensure compliance with all applicable laws, rules, and government guidelines regarding mining and quarrying.

22.12.3 The Contractor shall ensure that materials quarried under such permissions are used **solely for the Works under this Contract**. Any misuse, diversion, or pilferage of such materials shall be treated as a breach of Contract. In such event, the Engineer-in-Charge/Project Manager shall be entitled to assess the value of material misused/diverted and recover the cost from the Contractor at prevailing market rates, without prejudice to other remedies available under the Contract.

22.12.4 The Contract Price shall be deemed to be inclusive of all royalty charges payable. The Contractor shall pay royalty charges directly to the concerned authorities and shall furnish documentary evidence of such payments (original challans/receipts) along with each running bill for verification.

22.12.5 During the agreed period of completion:

- If there is any statutory **increase** in royalty rates or a fresh levy imposed after the base date, the differential amount actually paid by the Contractor shall be reimbursed by the Owner on submission of supporting documentary evidence and Government Notification.
- If there is any statutory **reduction** in royalty rates after the base date, the corresponding amount shall be recovered from the Contractor.

22.12.6 The adjustment under Sub-Clause 22.12.5 shall be limited to the **lesser of**:

- The actual quantity of materials for which royalty payments have been made to the Government authorities, duly supported by receipts, or
- The theoretical consumption of such materials as per approved quantities of concrete, fill, or works executed and accepted for payment.

22.12.7 The Contractor shall remain solely responsible for reconciliation and settlement of all royalty-related accounts with the concerned Government authorities. Any additional claims, penalties, or recoveries raised by such authorities due to the Contractor's default, misreporting, or over-extraction shall be borne entirely by the Contractor. In the event the Owner is compelled to make any such payments, the same shall be recoverable from the Contractor's bills, securities, or any other dues.

23 TEST AND INSPECTION

23.1 Stage-wise Inspection

All works involving multiple processes shall be subject to inspection and approval at each stage.

The Contractor shall provide due notice to the Engineer-in-Charge or his authorized representative before proceeding to the next stage. Failure to provide such notice shall entitle the Engineer-in-Charge to assess the quality and extent of work already executed, and his decision shall be final and binding.

23.2 Responsibility for Tests

The Contractor shall, at its own cost, conduct all tests and checks required under the Contract, Technical Specifications, or as directed by the Engineer-in-Charge. These include, but are not limited to:

- Concrete mix design, trial mixes, and cube strength tests.
- Tests on bonding agents, grouts, and admixtures.
- Non-destructive tests (NDT), if directed.
- Underwater inspection of placed concrete and repaired surfaces.
- Any sort of testing and investigation as per the requirement of site and direction of the Engineer-in-charge.

23.3 Notice of Tests

The Contractor shall give at least **7 days' advance notice** of the date, time, and place of any test/inspection to the Engineer-in-Charge. The Engineer-in-Charge or his representative shall be entitled to attend such tests.

23.4 Test Reports

Certified copies of all test results (laboratory or site-based) shall be promptly furnished by the Contractor to the Engineer-in-Charge. Where the Engineer-in-Charge or his representative is unable to attend despite notice, the Contractor may proceed with the test and submit certified results for approval.

23.5 Additional Tests

The Engineer-in-Charge may direct additional tests or inspections not explicitly stated in the Contract if deemed necessary to ensure quality. The cost of such additional tests shall be borne by the Contractor unless the results show full compliance, in which case reimbursement may be considered.

23.6 Failure of Tests

If any portion of the Works or any material fails to meet specified requirements, the Contractor shall, at his own cost, rectify, replace, or redo such works and repeat the necessary tests to the satisfaction of the Engineer-in-Charge. The contractor shall in no case proceed further with the failed work until the rectification of existing work is done. No bill for failed work or work subsequent to failed work shall be paid to the contractor.

23.7 Uncovering of Works

No concrete, protective layers, or other repairs shall be concealed or covered without prior approval of the Engineer-in-Charge. If instructed, the Contractor shall uncover or make openings for inspection and reinstate the works at his cost unless the inspection proves satisfactory compliance.

23.8 Access for Inspection

The Contractor shall provide full access and necessary facilities (including scaffolding, diving support, lighting, etc., as relevant) for inspection by the Engineer-in-Charge at any stage of work, both on the Site and at testing/manufacturing locations.

23.9 Non-Release of Liability

Approval of tests, inspection, or issuance of any certificate shall not relieve the Contractor of his obligations to complete the work in full compliance with the Contract, Technical Specifications, and intended functional requirements.

23.10 Acceptance Criteria

Final acceptance of repaired structures shall be based on their fitness for intended use, compliance with codal specifications, and satisfactory results of tests/inspections, including underwater verification where applicable.

23.11 Inspection of Contractor's Records

The Contractor shall maintain complete and accurate records of all activities relating to the execution of the Works, including but not limited to:

- Deployment of manpower and equipment,
- Procurement and consumption of construction materials,
- Test reports and quality assurance documentation,
- Safety and environmental compliance, and
- Financial records relating to the Contract.

The Owner or his authorized representatives shall have the right, at any time, to inspect such records and/or audit them to verify compliance with the Contract. Such inspection or audit shall not in any way reduce or dilute the Contractor's sole responsibility for the quality, safety, and timely completion of the Works.

23.12 Technical Examination by Independent Authority

All Works, whether in progress or completed, shall remain subject to technical examination and verification by any independent authority, statutory agency, or third-party auditor appointed by the Owner or by Government authorities.

If, during such examination, any material, workmanship, or method is found to be defective, substandard, or not in conformity with the specifications—even if the work had earlier been accepted by the Engineer-in-Charge or Project Manager—the Contractor shall, at his own cost:

- Rectify or replace the defective portion of the work, and
- Compensate the Owner for any direct loss, damages, or costs incurred.

The decision of the independent authority, duly endorsed by the Owner, shall be binding on the Contractor for the purpose of rectification and recovery.

23.13 QUALITY CONTROL AND TESTING FACILITIES

- i. The Contractor shall, at his own cost, establish and maintain adequate arrangements for Quality Control (QC) at the Site.
- ii. The Contractor shall provide, install, and maintain all necessary equipment, machinery, apparatus, instruments, and facilities required for in-situ testing and quality checks of construction materials and works, as directed by the Engineer-in-Charge.
- iii. All expenses towards procurement, calibration, operation, maintenance, consumables, and manpower required for the operation of such QC equipment shall be borne entirely by the Contractor.
- iv. The Contractor shall ensure that all equipment used for testing is calibrated and certified by approved agencies at prescribed intervals, and documentary evidence of calibration shall be furnished to the Engineer-in-Charge.
- v. The Contractor shall allow free access and provide necessary assistance to the Engineer-in-Charge or his authorized representatives for inspection, verification, and witnessing of all quality tests conducted at site.
- vi. In case of failure by the Contractor to provide or maintain the requisite QC arrangements, the Owner may make alternative arrangements at the risk and cost of the Contractor, without prejudice to other actions under the Contract.

24. COMPLETION OF THE FACILITIES

24.1 Notification of Completion

When, in the opinion of the Contractor, the Works or any identifiable part thereof have been completed in accordance with the Technical Specifications and are structurally and operationally fit for their intended purpose—excluding minor outstanding items not affecting safety or functionality—the Contractor shall notify the Project Manager/Engineer-in-Charge in writing.

24.2. Inspection by Owner

Preferably within seven (7) days of such notice, the Project Manager/Engineer-in-Charge shall inspect the Works jointly with the Contractor to verify compliance with the Contract

requirements.

24.3. Punch List and Rectification

If, during such inspection, the Project Manager identifies any defects or deficiencies, these shall be recorded in writing and communicated to the Contractor. The Contractor shall promptly rectify such items at its own cost and notify the Project Manager upon completion for re-inspection.

24.4. Completion Certificate

Once the Project Manager is satisfied that the Works (or part thereof) conform to the Contract and Technical Specifications, he shall issue a Completion Certificate, which shall state the date on which the Works are deemed to have been completed.

24.5. Deemed Completion

If the Project Manager neither issues the Completion Certificate nor notifies the Contractor of any deficiencies within fourteen (14) days of receiving notice of completion, or if the Owner begins using the Works, the Works shall be deemed to have reached Completion as of the date of the Contractor's notice or the date of use, whichever is earlier.

24.6. Minor Outstanding Items

The Contractor shall complete any minor outstanding items, identified during joint inspection, within a reasonable time after Completion. If the Contractor fails to do so, the Owner may complete the same at the risk and cost of the Contractor, with recovery made from payments due.

24.7. Transfer of Custody

Upon issuance (or deemed issuance) of the Completion Certificate, the Owner shall take over the Works and shall thereafter be responsible for the care, custody, and risk of loss or damage.

25 COMPLETIONS AND OPERATIONAL ACCEPTANCE

25(a) Completion

The Contractor shall complete the Works strictly in accordance with the procedures and requirements specified in the Technical Specifications and as directed by the Engineer-in-Charge.

Unless otherwise provided, the Contractor shall be responsible for arranging and deploying the necessary operating and maintenance personnel, as well as supplying all required raw materials, utilities, consumables, lubricants, chemicals, catalysts, facilities, services, and any other resources essential for the satisfactory completion of the Works

25.1 Operational Acceptance/Completion certificate

25.1.1 Operational Acceptance shall be deemed to occur in respect of the Works, or any clearly identifiable part thereof, when:

- (a) The Works have been structurally and functionally completed in accordance with the Technical Specifications and are fit for their intended purpose, excluding only such minor deficiencies that do not materially affect safety, durability, or functionality; and
- (b) Any minor items identified under GCC Sub-Clause 23.6 have been completed or recorded for completion within a reasonable time, as determined by the Engineer-in-Charge/Project Manager. The determination of whether any outstanding items are "minor in nature" shall rest solely with the Engineer-in-Charge/Project Manager and shall be final and binding.

25.1.2 Upon completion of the Works (or part thereof), the Contractor may submit a written request to the Project Manager for issuance of the **Completion Certificate** in the prescribed form or in a format otherwise acceptable to the Owner.

25.1.3 The Project Manager, after due inspection and consultation with the Owner, shall issue the

Operational Acceptance/Completion Certificate within **fourteen (14) days** of receipt of the Contractor's request, provided the Works meet the requirements of Sub-Clause 25.1.1.

25.1.4 If the Project Manager fails to issue the Operational Acceptance/Completion Certificate or fails to notify the Contractor in writing of the reasons for withholding the same within fourteen (14) days of receiving the Contractor's request, the Works (or part thereof) shall be deemed to have been accepted as of the date of the Contractor's notice.

26. COMPLETION TIME GUARANTEE

26.1. The Contractor guarantees that the Works shall be fully completed within the Time for Completion stated in the bid document, or within such extended time as may be granted under Extension of Time for Completion clause.

26.2. If the Contractor fails to achieve Completion of the Works, or any defined part thereof, within the stipulated period or any extension granted under, the Contractor shall be liable to pay the Owner liquidated damages at the rate specified in the SCC. The aggregate amount of such liquidated damages shall not exceed the limit defined as "Maximum" in the SCC. Upon reaching this limit, the Owner shall have the right to consider termination of the Contract under GCC Sub-Clause 40.

26.3. Payment of liquidated damages shall be without prejudice to the Owner's right to require completion of the Works. Such payments shall not, however, absolve the Contractor from:

- (a) its obligation to complete the Works; and
- (b) any other liabilities or obligations under the Contract.

26.4. Except for liquidated damages payable under this Clause, the Contractor shall not be liable for additional damages or losses claimed solely on account of delay, provided that all other contractual obligations, including quality, workmanship, and compliance with specifications, are duly met.

27. DEFECT LIABILITY

27.1. Warranty of Workmanship and Materials

The Contractor warrants that all Works executed under this Contract shall be free from defects in materials, workmanship, and construction methodology, and shall conform strictly to the Technical Specifications, drawings, and codal provisions.

27.2. Defect Liability Period (DLP)

The Defect Liability Period of the work shall be **eighteen (18) months** from the date of issue of the Completion Certificate.

27.3. Contractor's Obligation to Remedy Defects

If, during the DLP, any defect is detected in the executed works, the Contractor shall, at its own cost and to the satisfaction of the Engineer-in-Charge:

- Investigate the defect,
- Carry out necessary remedial measures, including repair, replacement, or strengthening,
- Rectify any consequential damage caused to adjoining works.

Repairs executed during the DLP shall themselves carry a minimum extended warranty of **12 months** from the date of completion of the remedial works, subject to an overall maximum liability of **36 months from the date of Completion Certificate**.

27.4. Exclusions

The Contractor shall not be held responsible for defects or damages arising solely from:

- Improper operation or maintenance of the repaired works by the Owner,
- Operation of the Works beyond the scope defined in the Contract,
- Normal wear and tear due to hydraulic conditions not attributable to Contractor's

workmanship or materials.

27.5. Notice and Access

The Owner shall promptly notify the Contractor in writing of any defect, with reasonable supporting evidence, and provide access to the site for inspection and rectification. The Contractor shall mobilize and commence corrective measures within **15 days** of such notice.

27.6. Failure to Remedy Defects

If the Contractor fails to commence or complete defect rectification within the stipulated time, the Owner may undertake such work at the risk and cost of the Contractor, with recovery from any monies due or from the Performance Security.

27.7. Right of Inspection

During the DLP, the Contractor (or its authorised representatives, with prior intimation) shall have the right of access to the Works, at its own risk and cost, during normal working hours, for inspection or remedial action, subject to Owner's permission.

28. PATENT INDEMNITY

28.1 Contractor's Indemnity

The Contractor shall, subject to the Owner's compliance with Sub-Clause 28.2 below, indemnify and hold harmless the Owner, its officers, and employees from and against any and all suits, actions, claims, demands, losses, damages, costs, or expenses (including legal and attorney's fees) which the Owner may suffer or incur as a result of any infringement or alleged infringement of any patent, registered design, copyright, trademark, or other intellectual property right existing at the date of the Contract, arising out of:

- a. The use of materials, methods, processes, or equipment supplied or deployed by the Contractor in execution of the Works under this Contract; or
- b. The incorporation of any proprietary systems, admixtures, anchoring methods, epoxy products, or high-performance concrete technologies introduced by the Contractor.

28.2 Exclusions from Contractor's Liability

The indemnity under Sub-Clause 28.1 shall not extend to claims resulting from:

- The Owner's use of the Works for purposes not intended or reasonably inferable under the Contract;
- Any combination of the Works with equipment, materials, or processes not supplied by the Contractor; or
- Designs, drawings, specifications, or data provided by or on behalf of the Owner.

28.3 Notification and Conduct of Proceedings

If any proceedings are initiated or any claim is made against the Owner in respect of matters covered under Sub-Clause 28.1, the Owner shall promptly notify the Contractor in writing. The Contractor shall, at its own cost, be entitled to conduct the defense of such proceedings or claims, including negotiations for settlement, in the Owner's name.

If the Contractor fails to notify the Owner within **28 days** of such notice that it intends to assume the defense, the Owner shall be free to conduct the same at its own discretion, without prejudice to its rights under this clause. The Owner shall not admit liability in such cases without prior intimation to the Contractor, except where the Contractor has defaulted in assuming the defense.

The Owner shall, at the Contractor's request, extend reasonable assistance in such proceedings, with all related expenses reimbursed by the Contractor.

28.4 Owner's Indemnity

The Owner shall indemnify and hold harmless the Contractor, its officers, employees, and approved Subcontractors (if any) against any claims, proceedings, losses, or expenses arising from infringement or alleged infringement of patents, registered designs, copyrights, or other intellectual property rights resulting from designs, drawings, specifications, or data provided by or on behalf of the Owner.

29. LIMITATION OF LIABILITY

29.1 Except in cases of negligence or misconduct,

- a) Owner shall not be liable to the contractor for any kind loss on account of use of any work, loss of profit, or for any direct or consequential loss or any damage which may be suffered by contractor in connection with the contract, provided that this exclusion shall not apply.
- b) The aggregate liability of the Contractor to the Owner, whether under the Contract, in tort or otherwise, shall not exceed thrice of the Contract Price, whichever is less, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to patent infringement.
- c) In addition to the above, aggregate liability of the Associate(s), wherever such association is permitted for the purpose of qualification as Contractor the aggregate liability of such Associate(s) shall not exceed the value of equipment/components and services supplied by the Associate(s), provided that the limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to patent infringement.
- d) The above sub-clause a, b and c shall not limit the liability in any case of fraud and deliberate loss.

E. Risk distribution

30. CARE OF FACILITIES

30.1 Contractor's Responsibility

The Contractor shall be fully responsible for the care, custody, safety, and protection of the Works as well as all temporary works and facilities, from the date of commencement until the date of issue of the **Completion Certificate** under GCC Clause 24.

The Contractor shall, at its own cost, promptly make good any loss of or damage to the Works, materials, or temporary facilities during this period, irrespective of cause, except where specifically exempted under Sub-Clause 30.2.

The Contractor shall also remain liable for any loss or damage to the Works or adjacent structures caused by its acts, omissions, negligence, or those of its Subcontractors (if any), including during the Defect Liability Period (Clause 27).

30.2 Exceptions to Contractor's Liability

The Contractor shall not be held responsible for loss or damage arising solely from:

- a. Events beyond reasonable control, such as nuclear incidents, radiation, war, political unrest, or natural calamities that are uninsurable under prevailing insurance practices and fall within general exclusions of standard policies;
- b. Use, occupation, or interference by the Owner or any third party (not being the Contractor's Subcontractor, if any) duly authorized by the Owner.

In such cases:

- The Owner shall compensate the Contractor for the executed portion of Works already paid for but subsequently lost/damaged, and
- At the Owner's written instruction, the Contractor shall restore or rebuild such Works at the Owner's cost in accordance with GCC Clause 37 (Variation of Works).

If the Owner does not require restoration, the Works affected shall be excluded from the Contract scope, or, if the loss materially affects a substantial portion of the Works, the Owner may terminate the Contract under GCC Clause 40 (Termination for Convenience), with payments limited to the executed works without entitlement to profit on unexecuted Works.

30.3 Contractor's Equipment

The Contractor shall remain solely responsible for the safety, maintenance, and insurance of all its equipment, tools, plants, and other assets deployed for execution of the Works. No compensation shall be payable by the Owner for loss of or damage to Contractor's equipment, except in cases where damage is caused directly by the Owner's authorized actions or occupation as per Sub-Clause 30.2.

30.4 Exceptional Events under Force Majeure

Where loss or damage to the Works or Contractor's equipment arises out of Force Majeure events as defined under GCC Clause 35, the provisions of GCC Sub-Clause 35.2 (Effects of Force Majeure) shall apply.

30.5 Responsibility for Approach Road in Case of Delay Beyond One Lean Season

Notwithstanding anything contained elsewhere in the Contract, if due to the default, delay, or non-performance of the Contractor the Works are not completed within the originally planned season and part of the Works has to be carried forward to a subsequent suitable season, the entire responsibility for maintaining, restoring, and ensuring usability of the required facility like approach road to the Work site shall lie solely with the Contractor.

Any damage to the required facility, whether due to floods, rains, traffic, or any other cause, shall be rectified by the Contractor at its own cost, and no extra payment whatsoever shall be admissible for reconstruction, strengthening, or restoration of such road.

31. LOSS OF OR DAMAGE TO PROPERTY; ACCIDENT OR INJURY TO WORKERS; INDEMNIFICATION

31.1 Contractor's Indemnity

The Contractor shall indemnify and hold harmless the Owner, its officers, and employees against any and all suits, claims, actions, proceedings, demands, losses, damages, costs, and expenses (including legal and attorney's fees) arising out of:

- a. Death or injury to any person, including Contractor's or Subcontractor's employees or labour;
- b. Loss of or damage to any property (excluding the Works already taken over by the Owner); where such injury, death, loss, or damage arises from the acts, omissions, negligence, or default of the Contractor, its Subcontractors, agents, or employees.

The Contractor shall not, however, be liable for injury, death, or property damage directly attributable to the negligence or default of the Owner, its other contractors, agents, or employees.

31.2 Defense of Claims

If any proceedings or claims are initiated against the Owner which may give rise to liability of the Contractor under Sub-Clause 31.1, the Owner shall promptly notify the Contractor. The Contractor may, at its own expense and in the Owner's name, conduct the defence of such proceedings or claims, including negotiation for settlement.

If the Contractor fails to notify the Owner within 28 days of receipt of such notice that it intends to assume such defence, the Owner shall be free to conduct the proceedings on its own behalf. Unless the Contractor has defaulted, the Owner shall not make any admission prejudicial to the Contractor's defence without prior consultation.

The Owner shall, upon request, extend reasonable assistance to the Contractor in defending such proceedings, with all associated expenses reimbursed by the Contractor.

31.3 Owner's Indemnity

The Owner shall indemnify and hold harmless the Contractor, its officers, employees, and Subcontractors against liability for any loss of or damage to the Owner's property (other than the Works not yet handed over) arising from fire, explosion, or similar perils, to the extent such loss or damage exceeds the amount recoverable under insurance taken out under GCC Clause (Insurance), provided such perils were not caused by any act, omission, or negligence of the Contractor.

31.4 Duty to Mitigate

The party entitled to indemnity under this Clause shall take all reasonable measures to mitigate the loss or damage. Failure to do so shall proportionally reduce the liability of the other party.

32. INSURANCE

32.1 General Obligation

The Contractor shall, at its own cost, arrange and maintain all necessary insurance in the joint names of the Owner and the Contractor to cover the Works (including all materials, temporary works, Contractor's Plant and Equipment) against loss, damage, theft, flood or any other insurable risk for the full replacement value of the Contract (at least 125% of the Contract Price).

The insurance shall remain valid until completion of the Works and continue during the Defect Liability Period.

32.2 Minimum Insurance Policies

The Contractor shall, without limiting his obligations, take out and maintain the following insurances:

- a) Contractor's All Risk (CAR) Policy – covering the Works, temporary works, flood/dewatering risk and all civil structures under execution.
- b) Contractor's Plant & Machinery (CPM) Policy – for all construction equipment deployed at site.
- c) Workmen's Compensation Policy – covering all liability under the Workmen's Compensation Act/Employees Compensation Act.
- d) Third-Party Liability Policy

32.3 Proof and Validity

The Contractor shall submit copies of all policies and premium receipts to the Owner/Engineer-in-Charge before commencement of work.

The Contractor shall ensure policies remain valid throughout the execution and DLP period and shall not cancel/modify without Owner's consent.

Failure to produce valid insurance within 30 days of LOA may lead to withholding of payments or insurance being arranged by the Owner at the Contractor's cost.

32.4 Deductibles & Claims

- All deductibles and losses beyond coverage shall be borne by the Contractor.
- Claims proceeds shall be payable in the name of the Owner and the Contractor jointly.
- The Contractor shall assist in processing all insurance claims promptly.

33. SUFFICIENCY OF TENDER

33.1. The Contractor shall be deemed to have satisfied himself, before submitting his tender, as to the correctness and sufficiency of his quoted rates. The quoted rates shall be deemed to include full and final consideration for all risks, contingencies and circumstances which may influence or affect the Works, and shall cover the Contractor's obligations for proper execution and completion of the Works as per the Contract.

33.2. The Contractor shall be deemed to have inspected the Site, studied the drawings, specifications and Bill of Quantities, examined the conditions of access, approach roads, disposal areas, quarries, borrow areas, sources of materials, availability of water, climatic conditions, and the status/condition of any partially executed works at site. The Contractor shall also be deemed to have made his own independent assessment of local conditions including geology, sub-soil, river flow, floods, and all other matters that may affect the execution of the Works.

33.3. Any neglect, omission or failure on the part of the Contractor to obtain necessary information or to acquaint himself with local conditions shall not relieve him of any responsibility under the Contract, nor entitle him to claim any extra payment or extension of time on that account.

33.4. The quoted rates shall be deemed inclusive of all costs necessary for the completion of the Works in accordance with the Contract, except where specific provisions are made for additional payment under the relevant clauses of the Contract.

33.5. No verbal agreement, assurance or representation by any officer or employee of the Owner, either before or after submission of the tender, shall in any way alter or affect the

obligations of the Contractor under this Contract.

34. CHANGE IN LAWS AND REGULATIONS

34.1. If, after the date twenty-eight (28) days prior to the last date of submission of the Price Bid, any law, regulation, ordinance, order or by-law having the force of law in the Union Territory of Jammu & Kashmir or in India is enacted, amended, repealed, or its interpretation/application changed by the competent authority, and such change directly affects the execution of the Works, the Contractor shall be entitled to reimbursement or recovery, as the case may be, of only such additional or reduced cost as is actually and unavoidably incurred in the execution of the Works.

34.2. Adjustment on account of such change shall be limited strictly to statutory taxes, duties, levies or mandatory charges directly payable by the Contractor to Government authorities in relation to the Works under this Contract. No claim shall be entertained on account of changes in the cost of materials, labour, fuel, transport or any other input, which shall be deemed to have been covered within the Contractor's quoted rates.

34.3. Any claim by the Contractor under this clause shall be supported by satisfactory documentary evidence, including copies of notifications/orders of the competent authority and proof of actual payment. The Owner's decision on the admissibility and extent of such claim shall be final and binding.

34.4. No adjustment shall be admissible on account of:

- withdrawal or variation of deemed export benefits, incentives or concessions,
- procurement of raw materials, intermediary items or bought-out components by the Contractor from third parties, or
- any indirect impact not directly linked to statutory payments required for the execution of the Works under this Contract.

35. FORCE MAJEURE

35.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required under the Contract, the affected party shall notify the other party, and such obligations shall be suspended for the duration of the Force Majeure event. Each party shall bear its own costs and losses arising there from.

35.2. For the purposes of this Contract, "Force Majeure" shall mean only the following extraordinary events or circumstances, provided they are beyond the control of the parties and not due to their negligence or default:

i. War, hostilities, invasion, acts of foreign enemy, rebellion, revolution, civil war, riot, or disorder (excluding those caused by Contractor's personnel, workforce, or subcontractors).

ii. Ionizing radiation or contamination by radioactivity (except where attributable to Contractor's use of such material).

iii. Natural disasters of catastrophic nature such as earthquake, cloudburst, unprecedented floods, cyclone, or volcanic activity. Seasonal floods, normal monsoon flows, or high river discharges reasonably expected in the area shall not qualify as Force Majeure.

iv. Epidemic or Pandemic officially declared by the Government of India or the UT of J&K, which directly affects execution of the Works.

Note: Any landslide, slope failure, or damage directly attributable to Contractor's construction activities shall not constitute Force Majeure.

35.3. The party claiming Force Majeure shall notify the other party in writing within fourteen (14) days of the occurrence, with supporting evidence.

35.4. The affected obligations shall remain suspended only for the duration of the Force Majeure event, and the Time for Completion may be extended under GCC Clause 38 (Extension of Time for Completion). No additional costs or damages shall be payable by the Owner on this

account.

35.5. Both parties shall use reasonable efforts to mitigate the effect of the Force Majeure event.

35.6. If performance of the Contract is prevented or delayed for a continuous period exceeding sixty (60) days, or an aggregate period exceeding one hundred and twenty (120) days, the parties shall attempt to reach a mutually satisfactory solution; failing which, the matter shall be resolved under GCC Clause 6 (Dispute Resolution).

35.7. Force Majeure shall not relieve the Owner of its obligation to make payments due for Works already executed and measured prior to the occurrence of such event.

36. WAR RISKS

36.1 “War Risks” shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:

- (a) War, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.

36.2. Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to

- (a) Destruction of or damage to work & Equipment, or any part thereof
- (b) Destruction of or damage to property of the Owner or any third party
- (c) Injury or loss of life

If such destruction, damage, injury or loss of life is caused by any War Risks, and the Owner shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

36.3 If the work and Equipment or Contractor’s Equipment or any other property of the Contractor used or intended to be used for the purposes of the works shall sustain destruction or damage by reason of any War Risks, the Owner shall pay the Contractor for:

- (a) Any part of the work or Equipment so destroyed or damaged (to the extent not already paid for by the Owner)
- (b) Replacing or making good any Contractor’s Equipment or other property of the Contractor so destroyed or damaged so far as may be required by the Owner, and as may be necessary for completion of the work,
- (c) Replacing or making good any such destruction or damage to the work or Equipment or any part thereof. If the Owner does not require the Contractor to replace or make good any such destruction or damage to the work, the Owner shall either request a change in accordance with relevant clause excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 40.1 (Termination for Owner’s Convenience).

36.4 The Owner shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way

connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Owner in writing of any such increased cost subject to approval by Project Manager.

36.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractor, personnel engaged in the work, provided, however, that if the execution of the work becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC Clause 6.

36.6 In the event of termination pursuant to GCC Sub-Clauses 40.1, the rights and obligations of the Owner and the Contractor shall be specified in GCC Sub- Clauses 40.1.2 and 40.1.3, except that the Contractor shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 40.1.3 in respect of any unexecuted Facilities as of the date of termination.

F. CHANGE IN CONTRACT ELEMENTS

37. VARIATIONS / CHANGE IN SCOPE

37.1 Authority to Instruct Variations

The Owner may, at any time prior to issuance of the Completion Certificate, order in writing any variation to the Works. A Variation may include additions, substitutions, omissions, or changes in quantity, quality, character, position, level, or dimension of any part of the Works, including execution of ancillary works within a radius of 500 m of the site, if required for successful completion of the project.

37.2 Limits of Variations

- a) The variation in quantity of any individual BOQ item shall not exceed 15% of the tendered quantity unless mutually agreed .
- b) The overall variation in the Contract Price shall not exceed 10% of the accepted Contract Value.
- c) Any instruction of the Owner resulting in variation beyond these limits shall not be binding unless confirmed by a separate order or by prior approval of the competent authority.
- d) The Contractor shall have no claim whatsoever for variations beyond these limits, except as expressly approved by the Owner in writing.

37.3 Valuation of Variations

- a) Variations falling within the BOQ shall be valued at the accepted tendered rates.
- b) For extra or substituted items covered under the JKPW(R&B) Schedule of Rates (SSR 2022 or latest applicable), the rates shall be derived from SSR duly adjusted by the overall appreciation or depreciation percentage quoted by the Contractor.
- c) For items not covered under the BOQ or SSR, payment shall be made at the lowest prevailing market rates in the vicinity, supported by rate analysis and duly certified by the Engineer-in-Charge.
- d) Day works or variations shall not be subject to escalation or price adjustment under any circumstances.

37.4 Procedure for Variations

- a) Variations shall be initiated by the Owner through a written Variation Order or Request for Change Proposal.
- b) The Contractor shall promptly submit details of the likely cost and time impact (if any) for the proposed variation.
- c) If the parties agree, the Owner shall issue a confirmed Variation Order.
- d) If agreement on valuation is delayed, the Owner may direct the Contractor to proceed under a Pending Agreement Variation Order, without prejudice to final settlement.
- e) All Variation Works shall conform to the same specifications, standards, and quality

requirements as the original Contract Works.

37.5 Applicability

All specifications, quality standards, testing and inspection provisions of the original Contract shall apply mutatis mutandis to variation works.

38. EXTENSION OF TIME FOR COMPLETION

38.1 Grounds for Extension

The Time for Completion specified in the SCC may be extended if the Contractor is delayed or impeded in the performance of its obligations under the Contract due to any of the following:

- a) Variations or Change of Scope under GCC Clause 37.
- b) Occurrence of Force Majeure under GCC Clause 35, unforeseen conditions under GCC Clause 35, or any other circumstances expressly recognized in the Contract.
- c) Suspension of Works by order of the Owner under GCC Clause on Suspension.
- d) Changes in laws and regulations under GCC Clause 34.
- e) Default or breach of the Contract by the Owner.
- f) Execution of works on day work basis under GCC Clause 22.8.
- g) Any other matter specifically provided for under the Contract.

The extension shall be limited to such period as is fair and reasonable in the circumstances and shall correspond to the actual delay or impediment sustained by the Contractor.

Where delay is attributable to the Contractor, no extension shall be granted and penalties/liquidated damages shall be levied as per provisions of the Contract. If delay is attributable partly to the Owner, the extension shall be confined only to the affected portion of the works and without any price escalation.

38.2 Procedure for Claiming Extension

The Contractor shall promptly, and in any case as soon as reasonably practicable after the commencement of the event or circumstance, notify the Project Manager in writing of its claim for extension of time, together with supporting details.

Upon receipt of such notice and particulars, the Project Manager shall examine the claim and recommend a fair and reasonable extension for approval by the Owner. If the Contractor disputes the Owner's determination, the matter shall be resolved in accordance with GCC Clause 6 (Dispute Resolution). Pending such resolution, the Contractor shall continue to perform and shall not suspend work at site on account of extension of time claims. If the contractor halts the works during such claim of time extension even after the direction of Project Manager then the contract can be terminated with all penalties as recommended by the Project Manager.

38.3 Interim Extension

If the review and approval of the Contractor's claim for extension is likely to take time, the Project Manager, with approval of the next higher authority, may grant an **interim extension of time**, solely for the purpose of regularization of payments, for a period not exceeding three (3) months at a time. Such interim extension shall be subject to confirmation upon final approval by the Owner.

38.4 Duty to Mitigate

In all cases, the Contractor shall use its best endeavours to minimize delay, to overcome the effects of any hindrance, and to complete the Works within the shortest practicable time. No extension of time shall be admissible on account of normal seasonal rains.

38.5 Hindrance Register

The Contractor and the Project Manager/Engineer-in-Charge shall jointly maintain a Hindrance Register in the prescribed format to record all hindrances and their causes within seven (7) days of occurrence. No claim for extension shall be considered unless the hindrance is duly recorded in the Hindrance Register.

39. SUSPENSION

39.1 Right of Suspension

The Owner/Project Manager may, at any time, by written notice to the Contractor, order suspension of the whole or any part of the Works. Such notice shall specify the portion of work to be suspended, the effective date of suspension, and the reasons thereof. The Contractor shall immediately comply with such order and suspend the work accordingly, except for such activities as may be necessary for the safety, protection, or preservation of the Works, materials, or equipment at site. The Contractor shall not resume work until so directed in writing by the Owner/Project Manager.

39.2 Suspension Not Due to Contractor's Default

If suspension of work is ordered for reasons not attributable to the Contractor, and such suspension continues for an aggregate period exceeding ninety (90) days, the Contractor may issue a written notice requiring the Owner to either:

- a) direct resumption of work within twenty-eight (28) days, or
- b) Issue instructions for variation under GCC Clause Change in Scope/Variation.

If the Owner fails to act within the above period, the Contractor may treat such suspension as:

- a deletion of the suspended portion of work (if it relates only to part of the Works), or
- termination of the Contract by the Owner's convenience under GCC Clause termination, if it relates to the whole of the Works.

39.3 Suspension Due to Contractor's Default

Where suspension is imposed due to the Contractor's default, breach, or failure to perform, the Contractor shall not be entitled to any extension of time or to any claim for costs arising out of such suspension.

Further, if the Works are not completed within the stipulated time and suspension becomes necessary, then the responsibility and risk of such suspension shall lie solely with the Contractor. In such cases, no extension of time, claim for cost, or additional payment shall be admissible, and the Contractor shall bear full liability for maintaining access, approach roads, and safety of works during such suspension.

39.4 Extension of Time and Costs

Where suspension is not attributable to the Contractor, the Time for Completion shall be extended fairly to reflect the delay, and the Contractor shall be reimbursed for reasonable costs incurred as a result of such suspension, subject to verification and approval by the Project Manager.

39.5 Care of work, material and Equipment During Suspension

During the suspension period, the Contractor shall ensure adequate watch and ward, safety, and protection of its equipment, materials, and establishments at the Site. The Contractor shall not remove from the Site any material, plant, or equipment without prior written approval of the Owner/Project Manager. Any loss, theft, or damage to the Contractor's equipment or establishments during the suspension period shall be the sole responsibility of the Contractor, and no extra claim shall be admissible in this regard.

40. TERMINATION

40.1 Termination for Owner's Convenience

40.1.1. The Owner may, at any time and for any reason whatsoever, terminate the Contract, either in whole or in part, by giving a written notice of termination to the Contractor. Such notice shall specify the effective date of termination and the extent of works to be terminated.

40.1.2. Upon receipt of such notice, the Contractor shall forthwith:

- a) Cease all further work, except such work as may be necessary for the safety and protection of partially executed works, materials, or for leaving the Site in a clean and safe condition as

directed by the Engineer-in-Charge.

b) Terminate all subcontracts (except those assigned to the Owner, if so required).

c) Remove all Contractor's Equipment, surplus materials, debris, and wastes from the Site at his own cost, leaving the Site clean and safe.

d) Hand over to the Owner all works executed up to the date of termination along with all drawings, documents, and records related thereto.

40.1.3. In such event of termination for convenience, the Contractor shall be entitled only to payment of the following:

a) The value of work actually executed and duly measured up to the date of termination, at the agreed contract rates.

b) Payment for materials collected at site and approved by the Engineer-in-Charge, if such materials are subsequently taken over by the Owner.

c) No claim shall be admissible towards loss of profit, overheads, loss of opportunity, idling of labour and machinery, damages, or any other consequential or indirect loss on account of such termination.

40.1.4. The decision of the Owner in determining the amount payable under Sub-Clause 40.1.3 shall be final and binding on the Contractor.

40.2 Termination for Contractor's Default

40.2.1. The Owner, without prejudice to any other rights or remedies it may have under the Contract or law, may terminate the Contract forthwith by issuing a written notice of termination to the Contractor, stating the reasons, in any of the following circumstances:

a) If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or (if a corporation) has a resolution passed or order made for its winding up (other than a voluntary winding up for amalgamation or reconstruction), or if a receiver or administrator is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any analogous action in consequence of debt.

b) If the Contractor assigns or transfers the Contract or any right or interest therein in violation of GCC Clause 41 (Assignment).

c) If the Contractor, in the judgment of the Owner, has engaged in corrupt or fraudulent practices in bidding for or in executing the Contract. For the purposes of this Sub-Clause:

- *Corrupt practice* means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or execution of a contract.
- *Fraudulent practice* means misrepresentation of facts to influence a procurement process or contract execution to the detriment of the Owner, and includes collusive practices among bidders (before or after bid submission) designed to establish non-competitive prices and deprive the Owner of the benefits of free competition.

40.2.2. The Owner may also terminate the Contract if the Contractor:

a) Abandons or repudiates the Contract.

b) Fails without valid reason to commence the Works promptly, or suspends progress (other than under GCC Clause 39: Suspension) for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed.

c) Persistently fails to execute the Works in accordance with the Contract or persistently neglects its obligations without just cause.

d) Refuses or is unable to provide adequate materials, labour, plant, or services to execute and complete the Works in accordance with the approved program under GCC Clause 18 (Program of Performance), or at rates of progress sufficient to give reasonable assurance of Completion within the Time for Completion.

In such cases, the Owner may issue a written notice to the Contractor specifying the nature of the default and requiring it to be remedied. If the Contractor fails to remedy or take effective steps to remedy the default within fourteen (14) days of receiving such notice, the Owner may terminate the Contract forthwith by issuing a notice of termination referring to this Clause.

40.2.3. Upon termination under Clause 40, the Contractor shall, either immediately or on such date as specified in the notice of termination:

- a) Cease all further work, except for such work as the Owner may specify for protecting executed Works or for leaving the Site in a clean and safe condition.
- b) Terminate all subcontracts, except those which the Owner may require to be assigned to it.
- c) Deliver to the Owner all Works executed up to the date of termination.
- d) Assign, to the extent legally possible, all rights, title, and benefit of the Contractor in relation to the Works, Plant, Equipment, and subcontracts as at the date of termination, if so required by the Owner.
- e) Deliver to the Owner all drawings, specifications, reports, and other documents prepared by the Contractor or its Subcontractors in connection with the Works up to the date of termination.

40.2.4. Upon termination, the Owner may enter the Site, expel the Contractor, and itself complete the Works or engage third parties to do so. The Owner may also, to the exclusion of the Contractor, take over and use any Contractor's Equipment on Site, on payment of a fair rental to the Contractor (with maintenance costs borne by the Owner and indemnity for liability arising from such use). Such equipment shall be returned to the Contractor at or near the Site upon completion of the Works or at such earlier date as the Owner considers appropriate. Thereafter, the Contractor shall promptly remove the same at its own cost.

40.2.5. Subject to Sub-Clause 40.2.6, the Contractor shall be entitled to payment only for:

- a) The value of Works duly executed and measured up to the date of termination.
- b) The value of any unused or partially used Plant and Equipment at the Site, if taken over by the Owner.
- c) Costs, if any, incurred in protecting the Works and leaving the Site in a clean and safe condition, as directed.

Any sums due from the Contractor to the Owner up to the date of termination shall be deducted from these payments.

40.2.6. If the Owner completes the Works after termination, the cost of completion shall be assessed. If such cost, together with amounts payable to the Contractor under Sub-Clause 40.2.5, exceeds the original Contract Price, the Contractor shall be liable for the excess. If the excess is greater than the sums due to the Contractor, the Contractor shall pay the balance to the Owner. If the excess is less, the Owner shall pay the balance to the Contractor. Such computation and settlement shall be recorded in writing and shall be final and binding.

41. ASSIGNMENT

The Contractor shall not, without the express prior written consent of the Owner, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

42. PRICE ADJUSTMENT: NO ADJUSTMENT OF PRICE ON ACCOUNT OF ESCALATION SHALL BE ALLOWED.

43. PAYMENT ON ACCOUNT:

43.1 Running Account / Interim Payments

The Contractor shall submit Running Account (RA)/Interim Bills monthly, in four copies, on or before the date fixed by the Engineer-in-Charge, based on work executed and jointly measured at Site by the Owner's and Contractor's engineers. Bills shall be prepared strictly in accordance with the approved BOQ and Measurement Book(s).

43.2 Progressive Payments

The Contractor shall be entitled to progressive payments based on the quantum of work duly executed and certified by the Engineer-in-Charge/Project Manager monthly. Payments shall be considered only for items properly measured, recorded, and approved.

43.3 Retention Money

From each RA Bill, ten percent (10%) of the gross certified amount shall be retained as Retention Money/Security Deposit

Retention Money shall be released only after:

- a) Satisfactory completion of the Works and expiry of the Defect Liability Period (18 months from the date of completion).
- b) Removal of any defects identified during the Defect Liability Period, including defects revealed through underwater survey.
- c) Execution of necessary repairs to the satisfaction of the Engineer-in-Charge.

The Contractor may, at its option and with Owner's approval, replace part or all of the Retention Money with an unconditional Bank Guarantee of equal value, valid until sixty (60) days after expiry of the Defect Liability Period.

43.4 Certification and Payment

Payment on account shall be made after certification by the Engineer-in-Charge of the amount due, after deducting:

- Amounts already paid under previous bills,
- Retention Money as per Sub-Clause 43.3,
- Statutory deductions including Income Tax, GST, Labour Cess, or other levies under prevailing laws, and
- Any other recoveries or deductions permitted under the Contract.

43.5 Mode and Timeline of Payment

All payments shall be made exclusively through RTGS/NEFT to the Contractor's account with a Nationalized/Scheduled Bank. Payment of certified RA Bills shall be made after the acceptance by the Engineer-in-Charge/Project Manager.

43.6 Disputed Items

For any disputed item withheld from payment, the Engineer-in-Charge shall notify the Contractor in writing with reasons. The Contractor may submit clarifications or modifications in writing. Upon acceptance by the Engineer-in-Charge, such items shall be released in the next RA Bill.

43.7 Final Payment Certificate

43.7.1. Within thirty (30) days after receipt of the Contractor's Final Bill/Final Payment Request, the Engineer-in-Charge shall review the statement covering the entire scope of Works. If no disputed claims remain, the Engineer-in-Charge shall issue a **Final Payment Certificate**, copied to the Owner and the Contractor, certifying the amount finally due under the Contract.

43.7.2. The Owner shall pay the Contractor the amount certified as finally due under the Final Payment Certificate in accordance with this Clause.

43.7.3. All RA/Interim payments made earlier shall be treated as advances and adjusted against the Final Bill. The issue of a Final Payment Certificate shall discharge the Owner from all liabilities, except for latent defects under the Defect Liability Clause.

43.8 Owner's Claims and Deductions

If the Owner considers itself entitled to any recovery from the Contractor under any provision of the Contract, it shall notify the Contractor in writing, with details, at least twenty (10) days prior to making such deduction. The Contractor's representation, if any, shall be duly considered before effecting recovery.

43.9 All invoices and supporting documents shall comply with GST Law and applicable statutory requirements. Each RA Bill and the Final Bill shall be accompanied by a certificate from the Contractor confirming that GST payable by him has been or will be deposited with the Government Treasury.

44 . ECOLOGICAL BALANCE AND ENVIRONMENTAL SAFEGUARDS

44.1 The Contractor shall conduct all construction activities in a manner that preserves ecological balance, prevents deforestation, pollution, and damage to the natural landscape. The Contractor shall be solely responsible for the acts of its labour, staff, or subcontractors in this regard.

44.2 The Contractor shall, at its own cost, take the following measures:

a) **Protection of Landscape:** Prevent unnecessary destruction, scarring, or defacing of the surroundings. Areas damaged by construction shall be restored, replanted, and levelled.

Dumping sites shall be consolidated and borrow pits filled.

b) **Preservation of Trees and Vegetation:** Trees and shrubs not expressly cleared for works shall be preserved. Removal shall only be with prior written approval of the Engineer-in-Charge. Protective barriers shall be provided wherever required. Trees shall not be used for anchorage.

c) **Pollution Control:** Prevent entry or spillage of debris, muck, or contaminants into watercourses. Disposal of waste shall comply with the Water (Prevention and Control of Pollution) Act, 1974, and Air (Prevention and Control of Pollution) Act, 1981. Muck shall be disposed only at identified/approved sites with proper retaining and stabilization measures.

d) **Noise and Air Control:** Equipment generating high noise or emissions shall be fitted with adequate suppression devices to meet statutory standards. Burning of debris shall be permitted only under favourable conditions and as approved by the Engineer-in-Charge.

e) **Alternative Fuel:** To prevent felling of trees, the Contractor shall provide free alternative fuels (LPG, kerosene, electricity, etc.) for all labour, staff, canteens, and messes. If such fuels are unavailable locally, the Contractor shall coordinate with the Forest Department/State Forest Corporation for fuel depots.

f) **Use of Timber:** No wood shall be used for scaffolding, shuttering, or cantering. If timber is required, it shall only be procured through the State Forest Department.

g) **Labour Welfare:** Contractor shall provide medical and recreational facilities for labour. All labour shall undergo medical examination and necessary treatment before deployment.

h) **Compliance with Approvals:** The Contractor shall comply with environmental safeguards stipulated in statutory clearances (Forest & Environment) and any additional conditions imposed by the Government or regulatory authorities.

i) **Settlements:** No employee or labour engaged for the Works shall be allowed to settle temporarily or permanently near the Project area.

43.3 Non-compliance

If the Contractor fails to comply with the provisions despite notice, the Engineer may carry out remedial measures at the Contractor's risk and cost.

44.4 Costs and Liability

All costs of compliance under this Clause are deemed included in the Contract Price, and no separate payment shall be made. The Contractor shall indemnify and hold the Owner harmless against all claims, damages, losses, and expenses (including legal costs) arising from its failure to comply with these obligations.

45. ENGINEERING SURVEY, GEO-TAGGING & PHOTOGRAPHIC RECORDS

45.1 The Contractor shall carry out a detailed Engineering Survey of the site prior to commencement of work and maintain proper survey records throughout the execution period.

45.2 The Contractor shall also undertake Geo-tagged Photography and Videography of the works at the following stages:

(a) Pre-Execution Stage – before commencement of work;

(b) Execution Stage – during progress of the work at intervals directed by the Engineer-in-Charge; and

(c) Post-Completion Stage – immediately after successful completion of the works.

45.3 All expenses towards engineering survey, geo-tagged photography and videography shall be borne entirely by the Contractor and shall be deemed to be included in the Contract Price. No separate payment shall be admissible on this account.

45.4 Submission of geo-tagged photographic and video evidence at the above stages shall be a pre-condition for release of any interim or final payment to the Contractor.

45.5 The Engineer-in-Charge shall have the authority to prescribe the frequency, format, and quality standards of such survey records, photographs, and videos, and the Contractor shall comply accordingly.

46. Security Passes

Since the work site lies in a restricted area, the Contractor shall apply in advance for security passes for his staff and workers. The cost of such passes, including photographs, shall be borne by the Contractor. Passes shall be returned immediately upon demand or upon completion of work.

The Contractor and his staff shall strictly adhere to security rules and regulations in force at the site. Any violation shall be dealt with under applicable laws and may result in cancellation of security passes and other penal action.

Any leniency/shortfalls observed with respect to the security protocols of the project from the contractor side may lead to the termination of the contract with all possible penalties.

47. Carriage, Lead and Lift

No extra payment shall be made for any additional lead, lift, carriage, loading or unloading beyond what has been specifically provided in the BOQ. The Contractor is advised to inspect the site before bidding and acquaint himself with actual conditions.

48. Unnecessary uploading of the documents in the tendering process shall be considered as the intensions of misleading the evaluation process and may form the basis for declaring the bid non-valid.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

1.1. The several documents forming part of the Contract are to be taken as mutually explanatory of one another. For purposes of interpretation, the order of precedence of the Contract documents shall be as follows, unless otherwise provided in the Special Conditions of Contract (SCC):

1. The Letter of Award (LOA) / Notification of Award, including any agreed clarifications, addenda or corrigenda issued thereto;
2. The Contract Agreement (if executed);
3. The Special Conditions of Contract (SCC);
4. The General Conditions of Contract (GCC);
5. Technical Specifications (including drawings, standards, and codes referred therein);
6. The Bill of Quantities (BOQ) / Price Schedule;
7. The Contractor's Bid / Proposal, to the extent not inconsistent with the above;
8. Any other document forming part of the Contract.

1.2. In the event of any conflict, ambiguity, or discrepancy between or among the documents, the document higher in the order of precedence listed above shall prevail to the extent of such inconsistency.

1.3. Errors, omissions or ambiguities, if any, shall be referred by the Contractor to the Engineer-in-Charge for clarification, whose decision shall be final and binding, provided such decision does not materially alter the scope or obligations of the Contract.

2. Settlement of Disputes:

2. SETTLEMENT OF DISPUTES (SCC)

2.1 Amicable Settlement

Any dispute arising out of or in connection with this Contract shall first be attempted to be settled amicably between the Owner and the Contractor.

2.2 Adjudication

If no amicable settlement is reached, the dispute shall be referred to an Adjudicator, who shall be a retired permanent member of the Institution of Engineers (J&K Chapter) or an Independent Engineer from MOP empanelled list appointed by the Managing Director, JKSPDC. The Adjudicator shall give a reasoned decision within 28 days of reference, which shall be binding unless challenged.

2.3 Arbitration

(a) If either party is dissatisfied with the Adjudicator's decision, it may, within 28 days, give notice of dissatisfaction. Failing settlement thereafter, the dispute shall be referred to **Arbitration**.

- (b) Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended, and the venue shall be in the U.T. of Jammu & Kashmir.
- (c) The Arbitral Tribunal shall consist of three arbitrators – one appointed by each party and the third (Presiding Arbitrator) appointed by the two arbitrators, or failing agreement, by the President, Institution of Engineers (India).
- (d) The decision of the majority shall be final and binding on both parties.
- (e) The Tribunal shall give a reasoned award, but shall not award interest unless otherwise provided by law.
- (f) Costs of arbitration shall be shared equally, unless otherwise directed in the award.

2.4 Continuity of Work

Pending resolution of any dispute, both parties shall continue to perform their obligations under the Contract, and the Owner shall make due payments except for the portion under dispute.

3. Time for Commencement and Completion:

- The entire scope of work shall be completed in all respects within 12 months counted from the seventh day from the date of issuance of the Letter of Award (LOA) or Allotment Order, whichever is earlier.
- The Contractor shall submit a bar chart (work schedule) outlining the timeline for completion of all activities. This schedule must clearly indicate the commencement and completion dates of each activity, taking the date of issuance of the LOA/Allotment Order as the zero date.

4. Liquidated damages:

4.1. Levy of Liquidated Damages

In the event that the Contractor fails to complete the Works or any part thereof within the stipulated Time for Completion, or within any extended time granted under the Contract, the Contractor shall be liable to pay to the Owner Liquidated Damages (LD) at the rate of 0.05% (zero point zero five percent) of the Contract Price per day of delay, subject to a maximum of 10% (ten percent) of the Contract Price.

4.2 Interim Liquidated Damages

4.2.1 The Contractor shall execute the Works in accordance with the Milestone Schedule, which shall be finalized at the time of signing the Contract Agreement / issuance of the Letter of Award (LOA), based on the Contractor's submitted program and as approved by the Owner. The Milestone Schedule shall form an integral part of the Contract.

4.2.2 In the event of failure by the Contractor to achieve any specified milestone within the stipulated time, the Contractor shall be liable to pay to the Owner Interim Liquidated Damages at the rate of 0.05% (zero point zero five percent) of the Contract Price for each day of delay beyond the scheduled date for that milestone, subject to a maximum cumulative liability of 10% (ten percent) of the Contract Price.

4.2.3 Recovery of Interim LDs shall be without prejudice to the levy of final Liquidated Damages for overall completion under Clause 4.1. Any Interim LDs already recovered shall be adjusted against the final LDs.

4.2.4 If the Contractor completes the entire Works within the overall Time for Completion (including any extensions granted under the Contract), all Interim LDs levied shall be waived or, if already recovered, reimbursed to the Contractor.

4.2.5 Interim LDs shall be deducted from the Running Account Bills of the Contractor or from any sums due to the Contractor under the Contract, including encashment of Performance

Security if necessary.

4.2.6 No Interim LDs shall be levied in cases where delay is solely attributable to the Owner or due to Force Majeure as defined under this Contract.

4.3. Seasonal Constraint – Spillway Season

If the delay in completion of the Works extends into the spillway season (May to September), resulting in loss or damage to the Works already executed, the Contractor shall be solely responsible for all such secondary losses, even if the affected work had been previously measured and paid. The Contractor is required to plan and execute the Works in a manner that avoids exposure to such risks.

4.4. Extension of Time without Additional Cost

The Contractor may be granted an extension of time, if found justified and feasible, by the Chief Engineer (Civil) upon the recommendation of the Engineer-in-Charge, provided that such extension shall not entitle the Contractor to any additional financial compensation.

4.5. Recovery of LD

The Liquidated Damages, if any, shall be recovered from the payments due or from the Performance Security/Additional Security or any other dues payable to the Contractor under this Contract or any other Contract with the Owner.

5. The primary work involves the construction of counter-fort walls, gabion protection and cladding wall all after approved design; therefore the contractor must have the experience of the same including the possession of required machinery.
6. The bidders should have a clear idea about the quantum of expertise required and risk involved for the work including the importance of timely completion of the work. If any discrepancies or timeline failures are observed during the course of work, the allotment shall be cancelled and the EMD/performance security will be forfeited and the contractor shall have to face the legal action along with the financial implications, if any.
7. In any way no work of the contractor should hamper the generation of the BHEP or the operation of the spillway gates at Dam site as and when required. The spillway gates at Dam site may be required to necessarily open at any time when the inflow discharge is required to be spilled out.
8. Since there is risk involved in the work, therefore the successful bidder after getting the LOA shall have to cover all the workers with full insurance and shall be allowed to start the work only after the verification of all the insurance related documents. Hence the bidders are requested to quote their rates accordingly.
9. The contractor has to take every possible means of safety and precaution measures while executing the work. Improper measures of safety at site shall warrant legal actions against the contractor.
10. The sequence of different items of work to be executed at site shall be totally the provocative of Engineer-in-charge and contractor shall have to necessarily execute the work as per the instructions of Engineer-in-charge.
11. There shall remain no bar to contractor to execute the work during day and night for getting the work done when directed to do so.
12. The quantities of each item shall be executed as per requirements at site/ as per directions of Engineer-in-charge.
13. The item quantities in the tender may vary to some extent as the quantities of each item shall have to be executed as per requirements of the site and as per the instructions of Engineer-In-charge.
14. The Engineer in charge may without invalidating the contract and without notice to the contractor, require the contractor to: perform extra items or quantities of work not included in the BOQ and rates, make changes in proposals/ specifications within the general scope of contract or otherwise vary the work. The contractor shall perform changes and variations in the manner and to the extent specified in written orders approved by Engineer in charge/ Chief Engineer. Such items of work shall be paid as per the tendered rate/rates as envisaged in relevant clause of the conditions above.

15. The contractor is solemnly responsible for any miss-happening to his labor due to negligence or any other reason.
16. The entire project including dam site in particular is a very high security zones and the contractor along with his team has to obey with all the instructions, rules and regulations. Any leniency in this regard may warrant for the termination of the contract and forfeiting of the EMD/performance security along with the legal proceedings.
17. The Contractor shall be hold equally responsible for his men against any unlawful activity. Therefore, he should engage his men after proper verification of their character.
18. During the course of the work, the engineer-in charge of the work and his staff shall be frequently visiting the site for quality assurance and instruction, the contractor has to make the necessary arrangement for the safe access of such staff to the face of the dam at locations as when and where required.
19. All the necessary safety gadgets required for the workers and engineers (both from the contractor and JKPDC) shall be provided by the contractor.
20. During the tender evaluation, if any minor shortfalls are found in the documents submitted by the bidder, it shall be the prerogative of the Chief Engineer to accept or reject the bid or to seek the necessary clarification from the bidder.

Sd/-
Executive Engineer
Civil Maintenance Division
BHEP Chanderkote