

**E-NIT No. – JSCL- 12/10 of 2021-22**

**Dated: - 21-10-2021**

# **REQUEST FOR PROPOSAL FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) CONTRACT FOR STATIC AD PANELS AT VARIOUS LOCATIONS IN JAMMU CITY.**

**Bid Inviting Officer:**

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**CHIEF EXECUTIVE OFFICER**

JAMMU SMART CITY LIMITED

Address: Office of the Chief Executive Officer,  
Jammu Smart City Limited  
C/o Office of the Commissioner,  
Jammu Municipal Corporation,  
Town Hall, Jammu - 180001,  
UT of J&K, India.

Ph. No: +91-191-2544366

E-mail: [ceo@jammusmartcity.in](mailto:ceo@jammusmartcity.in)

Website: [www.jammusmartcity.net](http://www.jammusmartcity.net)

**Jammu Smart City Limited**

**Bid Reference No: JSCL- 12/10 of 2021-22 Dated 21-10-2021**

**Bidding/Tender Document**

**for**

**Request for proposal for Engineering, Procurement and Construction of Static  
Ad Panels at Various Locations in Jammu City**

**October 2021**

**Estimated Project Cost ₹ 4.95Cr.**

**Chief Executive Officer**

Jammu Smart City Limited

Jammu -180001, UT of J&K, India

Ph. No: 7006946437

E-mail: [ceo@jammusmartcity.in](mailto:ceo@jammusmartcity.in)

Website: [www.jammusmartcity.net](http://www.jammusmartcity.net)

## DISCLAIMER

Jammu Smart City Proposal (JSCP) was selected to implement the Area Based Development (ABD) and pan-city proposals by Government of India under Smart City Mission. Jammu SCP proposes smart solutions in ABD and pan-city, providing various smart features/ infrastructure.

Jammu Smart City Limited (JSCL) has prepared this **Request for Proposal (RFP) for Engineering, Procurement and Construction of Static Ad Panels at various locations in Jammu City.**

This RFP is a detailed document which specifies terms and conditions based on which the Bidder is expected to work. JSCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither JSCL or any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the Bidder(s) preparing their proposals. However, this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on JSCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each Bidder is advised to consider the RFP as per its understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. The Bidders should go through the RFP in detail and bring to notice of JSCL any kind of error, misprint, inaccuracy or omission.

JSCL reserves the right not to proceed with the Project, to alter the timeline mentioned in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a proposal pursuant to this RFP.

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## SECTION 1: -INTRODUCTION

### 1.1 Background

**S**mart City is referred as the safe, secure, environmentally green, and efficient urban centre of the future with advanced infrastructures such as sensors, electronics and networks to stimulate sustainable economic growth & a high quality of life.

Rapid growth in small and medium scale urban centers plays an important role in economic and societal progress. However, it also strains a city's infrastructure. Key challenges, such as traffic congestion, energy usage, public safety, and the building of sustainable communities are top of mind. Such challenges need to be addressed through the development and implementation of intelligent solutions. Smart cities are measured by the integration of their infrastructure and the intelligent ways by which they tackle challenges. A smart city puts emphasis on creating a system of networks to allow for a systematic flow of information and effective management of resources. Enabling integration and convergence with organizations and local authorities to provide solutions for the development of a smart city is crucial.

A Smart City offers decent living options to every resident. This would mean that it will have to provide a very high quality of life i.e., good quality of affordable housing, cost efficient physical infrastructure such as 24x7 water supply, sanitation, 24x7 electric supply, clean air, quality education, health care, security, entertainment, sports facilities, robust and high-speed interconnectivity, fast & efficient urban mobility etc.

Nearly 31% of India's current population currently resides in cities and contribute to 63% of GDP (Census 2011). Urban areas are expected to house 40% of India's population and would contribute to 75% of India's GDP by 2030. Such a scenario calls for comprehensive development of physical, institutional, social and economic infrastructure. All are important in improving the quality of life and attracting people and investment, setting in motion a virtuous cycle of growth and development. Development of Smart Cities is a step in that direction.

### 1.2 Smart City Mission Strategy

Smart City proponents follow the strategies listed below:

- Pan-City initiative in which at least one Smart Solution is applied city-wide
- Develop areas step-by-step – three models of Area Based Developments
- City Improvement (Retrofitting),
- City Renewal (Redevelopment),

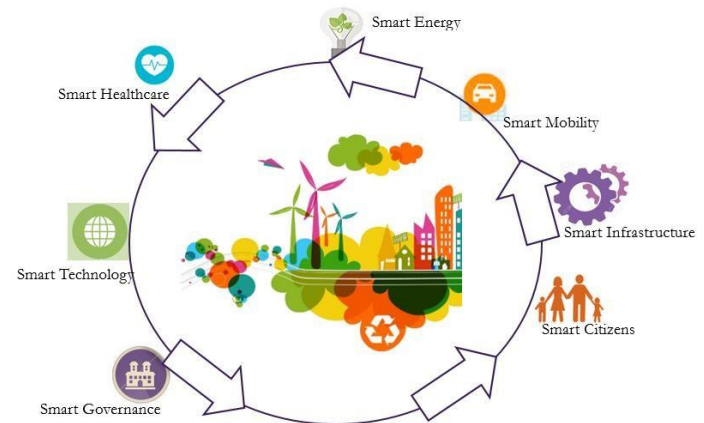


FIGURE 1: PROJECT BACKGROUND



- City Extension (Greenfield)

The Smart City Mission is being operated as a Centrally Sponsored Scheme (CSS) and the Central Government proposes to give financial support to the Mission to the extent of Rs. 48,000 crores over five years i.e., on an average Rs. 100 Crores per city per year. An equal amount, on a matching basis, will have to be contributed by the State/ULB; therefore, nearly Rupees one lakh crore of Government/ULB funds will be available for Smart Cities development. Accordingly, the purpose of the Smart Cities Mission is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing technology, especially technology that leads to Smart outcomes.

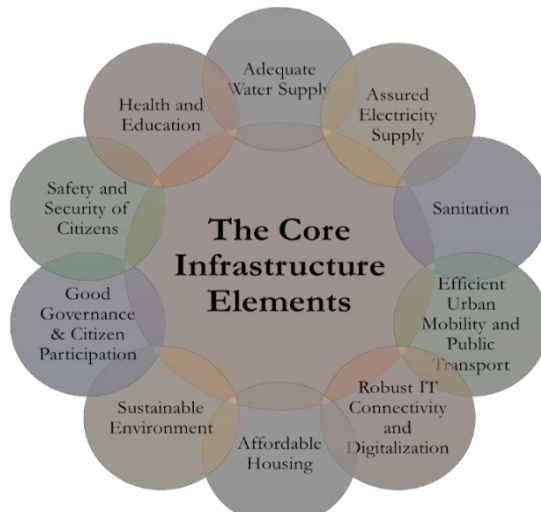


FIGURE 2 SMART CITY MISSION STRATEGY

### 1.3 Smart City Mission

The objective of Smart City Mission is to Promote Cities to provide core infrastructure and to give a decent quality of life to its citizens, a clean & sustainable environment with application of 'smart' solutions. The focus is on sustainable and inclusive development and the idea is to look at compact areas, create a replicable model which will act like a light house to other aspiring cities. The Smart City Mission of Government of India is meant to set examples that can be replicated both within and outside the city.

The purpose of Smart City Mission (SCM) is also to drive economic growth and improve quality of life of people by enabling local area development and harnessing technology; especially that leads to Smart outcomes. Area based development (retrofit and redevelop) will transform existing areas including slums into better planned ones thereby improving livability of the whole city. Application of Smart solutions will enable Cities to use technology, information and data to improve infrastructure and services. Comprehensive development in this way will improve quality of life, create employment and enhance income for all, especially the poor and the disadvantaged, leading to creation of inclusive Cities.

## SECTION - 2: INVITATION FOR BIDS (IFB)

**e-NIT No. – JSCL-12/10 of 2021-22**

**Dated: 21-10-2021**

**2.1** The Chief Executive Officer, Jammu Smart City Limited, on behalf of Hon'ble Lt. Governor, Union Territory of Jammu & Kashmir invites bids from eligible bidders of appropriate class registered with the UT of Jammu & Kashmir /other UTs or State Governments/ Central Government for the execution of the work mentioned in the table below on EPC mode of contract.

Name & Address of JSCL	Chief Executive Officer, Jammu Smart City Limited C/O Commissioner, Jammu Municipal Corporation, Town Hall, Jammu, India
Subject Matter of Procurement	Notice inviting Online Bids for Engineering, Procurement and Construction of Static Ad Panels at various locations in Jammu City.
Approx. value of the Project	INR₹ 4.95 Cr.
Period of Completion	08 Months
Bid Document Fee	INR₹ 5000/-
Period of On-line availability of Bid Documents (Start Date / End Date)	From: 22-10-2021 from 0900 Hrs To: 11-11-2021 upto 1700 Hrs
Date and time for Pre-bid Meeting	Date/ Time: 29-10-2021 at 1500 Hrs Place: Online: Interested bidders must send an email to <a href="mailto:ceo@jammusmartcity.in">ceo@jammusmartcity.in</a> with copy to <a href="mailto:dgm.admin@jammusmartcity.in">dgm.admin@jammusmartcity.in</a> to receive a link for participation at least 1 day prior to the pre-bid meeting
Manner, Start Date for submission of Bids	Manner: Online, on e-Procurement website <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> Start Date & Time: 22-10-2021 from 0900 Hrs
End Date for submission of Bids	End Date & Time: 11-11-2021 at 1700 Hrs
Date and Time of opening of Technical Bid	Date & Time: 12-11-2021 at 1500 Hrs
Date and Time of opening of Financial Bid	Will be intimated later to the Technically Qualified Bidders
Bid Validity	180 days from the last date of Bid Submission
Language	This Bid Document has been issued in English language and Bids shall be submitted in English language only. All correspondence exchange shall be in English language only.

**2.2** The Bid documents consisting of Instructions to Bidders (ITB), Bid Data Sheet (BDS), Qualification Criteria and Documents to be furnished with the Bid, General & Special Conditions of Contract, Contract Data, Drawings, Specifications, the schedule of quantities and set of terms and conditions of contract and other forms will be uploaded on the website: [www.jktenders.gov.in](http://www.jktenders.gov.in). The Bidders can download the bid documents from the specified date and time for sale.

**2.3** Bids must be uploaded along with proof of having deposited cost of Bid Document . The bidder must

possess Compatible Digital Signature Certificate (DSC) and proper user ID. The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc.

- 2.4** Lowest Bidder (L-1) shall submit Hard Copy of Bid Document in the office of the Chief Executive Officer, Jammu Smart City Limited, at the address given in the NIT within 05 (Five) days after the opening of Financial Bid.
- 2.5** A Bidder requiring any clarification of the bidding documents may ask questions online using the email given in NIT/ BD. The bidder shall have to send their queries one day prior to the Pre-Bid meeting. No queries will be entertained after the pre-bid meeting. Clarifications/ Responses to queries raised prior to pre-bid meeting and during the pre-bid will be uploaded on the e-tendering portal.
- 2.6** Technical Bids received on line shall be opened on 12-11-2021 at 1500 Hrs in the office of the Officer inviting bids at the address mentioned in the IFB in the presence of the bidders or their authorized representatives, who wish to be present. Bidders can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on account of public holiday on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 2.7** Bids must be accompanied by bid securing declaration form duly completed and cost of bid document of the amount as specified in the table above.
- 2.8** The payment for cost of bid document should be made online as per details given below: -  
Account Name: Jammu Smart City Ltd.  
Account No.CD-0022010200000043, Bank Name: The Jammu and Kashmir Bank Ltd.  
Branch Name: Rail Head Complex, Jammu, IFSC Code: JAKA0ERAILH
- 2.9** Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall not be opened and shall be rejected.
- 2.10** The Employer reserves the right to cancel any or all bids without assigning any reason.

**Chief Executive Officer  
Jammu Smart City Limited**

## SECTION - 3: INSTRUCTIONS TO BIDDERS (ITB) & BID DATASHEET (BDS)

### A. GENERAL

#### 3.1 Scope of Bid

- 3.1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of works as specified in the BDS. The successful bidder shall have to complete the work by the date specified in the Invitation for Bids (Section-2).
- 3.1.2 This is an **EPC mode** of contract.
- 3.1.3 Throughout this bidding document:
- The terms 'in writing' means communicated in written form and delivered against receipt;
  - Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - "day" means calendar day.

#### 3.2 Source of Funds

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

#### 3.3 Eligible Bidders

- 3.3.1 A Bidder may be a natural person, private entity or legally and financially autonomous Government owned enterprises.
- 3.3.2 This Invitation for Bid is open to all bidders registered with the Government of Jammu & Kashmir or other State Governments/Government of India for execution of Civil works in general.
- 3.3.3 All participating Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bidding is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She must submit the relevant information as asked for, about the firm/contractor.
- 3.3.4 A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process in the following conditions: -
- they have controlling partner in common; or
  - they receive or have received any direct or indirect subsidy from any of them; or
  - they have the same legal representative for purposes of this bid; or
  - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employers regarding this bidding process; or
  - Bidder participates in more than one bid in the bidding process, then it will result in the disqualification of all the bids in which the bidder is involved or

- f. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- g. Bidder, or any of its affiliates has been hired

### 3.4 Qualification of the Bidder

- 3.4.1 All bidders shall provide in Section 4, Qualification and other Information in the forms (Refer Section 8) provided for this purpose.
- 3.4.2 There is no prequalification requirement for participation in the bidding. However, the bidder shall have to fulfil all the requirements mentioned in this document under this section 4.
- 3.4.3 **Evaluation Requirements:** All bidders shall include the following information and submit documents with their bids as specified in Section 4, Qualification Information.
  - a) Copies of documents defining the constitution or legal status, place of registration, and principal place of business, original written power of attorney of the signatory of the Bid.
  - b) Reports on the financial standing of the Bidder, such as turnover statements as per balance sheets, IT return and profit and loss statements duly audited and certified by the Chartered Accountant, for the last five years;
  - c) Total monetary value of construction works performed for each of the last five years, duly certified by the officer not below the rank of Executive Engineer or equivalent.
  - d) General Experience in Civil construction works for last five years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts;
  - e) Experience in works of a similar nature and size for each of the last five years and details of works under way or contractually committed certified by the officer not below the rank of Executive Engineer or equivalent.
  - f) Evidence of adequacy of working capital for this contract: Liquid assets and/or availability of credit facilities, Credit lines/letter of Credit/Certificate from banks for meeting the fund requirements of not less than the amount indicated in the BDS.
  - g) Authority letter to seek references from the Bidder's bankers;
  - h) Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter under dispute;
  - i) Proposals for subcontracting components of the Works if any, amounting to not more than 25% percent of the Bid Price specified in the BDS (for each work, the qualifications and experience of the identified subcontractor in the relevant field should be annexed);
  - j) The Methodology of construction, Environmental Management Plan, Proposed Work Program, Quality Assurance Programme and Planned Value statement for the contract period supported with equipment planning and deployment, justifying their capability of execution and completion of the work within the stipulated period of completion as per milestones, if any, as mentioned in the Contract data (Section 6 of this document).

**3.4.4 To qualify for award of the contract, the bidder must have in its name:**

- a) Achieved, in any one financial year, a minimum annual turnover of amount indicated in the BDS, in the last three years as mentioned in the BDS.
- b) Participated and satisfactorily completed, as a prime contractor or as a nominated sub-contractor, at least one similar work of value not less than the amount indicated in BDS.
- c) Valid license for executing the proprietary works/specialized job works and should have executed similar works for a minimum amount as indicated in BDS in any one year (or his identified sub-contractor should have the license).

**3.4.5 To qualify for award of the Contract, the bidder should further demonstrate:**

- a) Availability (either owned or leased or by procurement against mobilization advances) of the key and critical equipment for this work as indicated in Serial no. 10 of Qualification Information, Section 4.
- b) Availability of key personnel with adequate experience as indicated in Serial no. 11 of Qualification Information, Section 4.

3.4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria for normal works. However, sub-contractors' experience and resources shall be required to be submitted by the bidder at Serial no. 9 of Qualification Information in Section 4, if the bidder wishes to propose sub-contracting for proprietary works/specialized job works.

3.4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the estimated project cost. The available bid capacity will be calculated as under

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

A = Maximum value of civil engineering works, excluding the amount of bonus received, executed in any one year during the last five years (updated to bid invitation year price level using the Updation factor given below considering the completed as well as works in progress.

N = Number of years (or fraction of a year) prescribed for completion of the works for which the present bid is invited.

B = Value, updated to the current price level, of existing commitments, including those for which date of commencement/appointed date has been declared, and on-going works to be completed during the period of completion of the works for which this bid is invited.

C = the mount of bonus received, if any, during the last 5 years.

The Bidder shall produce the statements of Ongoing works and Bonus Received countersigned by the Client/ Engineer -in Charge, not below the rank of Executive Engineer.

The Factor for the year of Updation of price level is indicated below:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
<b>Updation Factor</b>	1.0	1.05	1.10	1.15	1.20

3.4.8 Even though the bidders meet the above qualifying criteria, they are subject to disqualification if

they have:

- a. Made misleading or false representations in the forms, statements and attachment submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract due to Contractor's failure, litigation history, or financial failures etc.

### **3.5 One Bid per Bidder**

3.5.1 Each bidder shall submit only one bid for the project. Multiple bids participations will lead to disqualifications of all the bids in which the bidder has participated.

### **3.6 Cost of Bidding**

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

### **3.7 Site Visit**

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

3.7.2 Hiding of any work in hand, that is subsequently established, shall be construed as the bidder's indulgence in "fraudulent practice" mentioned under clause 3.30, and actions shall be taken as mentioned in the same Section.

## B. BIDDING DOCUMENTS

### 3.8 Content of Bidding Documents

3.8.1 The set of bidding documents comprises the documents listed below and corrigenda/addenda issued.

Section	Particulars
<b>Section 2</b>	Invitation for Bids (IFB)
<b>Section 3</b>	Instructions to Bidders (ITB) & Bid Data Sheet (BDS)
<b>Section 4</b>	Information and documents to be submitted along with the Bid
<b>Section 5</b>	Conditions of Contract
<b>Section 6</b>	Contract Data
<b>Section 7</b>	Scope of Work and Technical Specifications
<b>Section 8</b>	Drawings
<b>Section 9</b>	Bill of Quantities
<b>Section 10</b>	Environmental and Social Impact Assessment Compliance
<b>Section 11</b>	Contract Forms

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

### 3.9 Clarification on Bidding Documents and Pre-Bid Meeting

3.9.1 A bidder requiring any clarification on the bidding documents may ask questions on line in the e-procurement portal using his/her Digital Signature Certificate (DSC), within the time specified in the BDS prior (one day before Pre-Bid Meeting) to the date and time for submission of Bids.

3.9.2 The bidder or his official representative is invited to attend a pre-bid meeting which shall take place as indicated in the BDS. The purpose of the meeting is to clarify issues and to answer questions on any matter that relates to the bid. The bidder may submit any question in writing or by post or by email in the Format given below which shall be received by the Bid Inviting Officer prior to the date and time of the pre-bid meeting.



Format of sending Pre-Bid Queries					
Name and Complete Official Address of Organisation submitting Query/ Request for Clarification					Telephone:
					Fax:
					Email:
Sr. No.	Name of the Section in RFP	Clause No	Page No	Contents of RFP Requiring clarification	Change Requested/ Clarification Required
<b>Signature</b>					
<b>Name of Authorized Signatory</b>					
<b>Company Seal &amp; Date</b>					

- 3.9.3 The Employer's response to the queries shall be posted in the portal without mentioning the identity of any bidder.
- 3.9.4 Any modification of the bidding documents listed in clause 3.8.1 which may become necessary as a result of the clarification, shall be made by the Employer through the issue of an Addendum/Corrigendum pursuant to Clause 10 in the portal.

### 3.10 Amendment to Bidding Documents

- 3.10.1 Before the date for submission of bids, the Employer may modify the bidding documents by issuing corrigenda and addenda.
- 3.10.2 Any corrigendum or addendum thus issued shall be part of the bidding documents.
- 3.10.3 The corrigenda and addenda shall be published in the website [www.jktenders.gov.in](http://www.jktenders.gov.in)
- 3.10.4 To give reasonable time to the prospective bidders to take a corrigendum/addendum into account in preparing their bids, the Employer may extend, if necessary, the date for submission of bids.

## C. PREPARATION OF BIDS

### 3.11 Language of the Bid

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

### 3.12 Documents comprising the Bid

3.12.1 The bid to be submitted by the bidder online (refer Clause 3.8.2 of ITB) shall be in two separate parts:

#### **Part One: TECHNICAL PART**

The Technical Part shall contain the following documents, the scanned copies thereof shall be uploaded on the portal:

1. Proof of Bid document Fee Paid
2. Proof of Bid Security Paid
3. Details of Bidder
4. Contractor's Letter for Bidding
5. Power of Attorney
6. Format for Evidence of access to or Availability of Credit facility
7. Affidavit regarding Abandoned Works and Undertaking
8. Statement of Ethical Conduct, Fraud and Corruption
9. Financial standing of the Bidder
10. Civil Construction Works completed during last five years
11. Experience in works of similar nature and size during last three years
12. Existing Commitments and ongoing works
13. Copies of GST registration certificate and PERMANENT ACCOUNT NUMBER (PAN) from Income Tax Department
14. All the pages of the submitted bid should be stamped and signed by the bidder/his authorised representative.

#### **Part Two: FINANCIAL PART**

1. The Financial Part shall be filled properly in "The Letter for Financial Bid "and shall be submitted online only.
2. The Contractor shall quote rate of each item in the relevant column/ summary list in the Schedules given in lieu of Bill of Quantities
3. All duties, taxes (including GST) and other levies including for possible future variations payable by the Bidder under the contract or for any other cause shall be included in the rates quoted by the contractor.
4. Rates quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to any variation on any account unless otherwise specified in the contract.
5. Rates shall be quoted in figures as well as in words. If any difference is found in figures and

words, the rate in words shall be taken as valid and correct.

6. All the pages of the submitted bid should be stamped and signed by the bidder/his authorised representative.
7. Bid sent by e-mail or fax etc. shall not be considered.

**Note: -**

- a) *The Financial Part of the bid cannot be merged with the Technical Part.*
- b) *Any Submission of hard copy/ scanned copy of the Financial Bid along with Technical Part shall lead to the rejection of the bid.*

### **3.13 Bid Price**

- 3.13.1 The Bidder shall bid for the whole work as described in the Scope of Work/ Summary sheet and detailed in Bill of Quantities.
- 3.13.2 For item rate tenders, the bidder shall fill in rates in figures and words and should not leave any cell blank.
- 3.13.3 All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates (including GST) prices and total Bid Price be submitted by the Bidder.
- 3.13.4 The rates and prices quoted by the Bidder shall remain fixed for the Contract period and shall not be subjected to any adjustments due to rise or fall in the market prices.

### **3.14 Currencies of Bid and Payment**

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

### **3.15 Bid Validity**

- 3.15.1 Bids shall remain valid for a period not less than period stated in the BDS after the last date for submission. A bid valid for a shorter period shall be rejected by the Employer as non- responsive.
- 3.15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may agree to or reject the request.
- 3.15.3 A bidder who has agreed to the Employer's request for extension of bid validity, in no case, shall be permitted to modify his bid.

### **3.16 Alternative Proposals by Bidders**

- 3.16.1 Conditional offers or alternative offers shall not be accepted

### **3.17 Format & Signing of Bid**

- 3.17.1 Bidders are to submit only the original BOQ (in excel format) uploaded by Bid Inviting Officer after entering the relevant fields without any alteration/ deletion/ modification. In case of item rate bid, bidders shall fill in their rates in the specified cells without keeping it blank.
- 3.17.2 Multiple BOQ submission by any bidder shall lead to cancellation of his/her bid.

- 3.17.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The Bidder shall ensure clarity/legibility of the document uploaded by him in the portal.
- 3.17.4 The bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ)
- 3.17.5 The bidder shall log on to the portal with his/her DSC and move to the desired bid for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 3.17.6 The Bid Inviting Officer shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.17.7 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the Bidder to upload the drawings and the other Bid documents (after signing) while uploading his bid. It is deemed that the bidder has referred to all the drawings and documents uploaded by the Bid Inviting Officer. However, all these documents shall be submitted along with the hard copies.
- 3.17.8 **Signing of Bid:** The bidder shall digitally sign and stamp all pages of the bid, statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.

## D. SUBMISSION OF BIDS

### 3.18 Date for Submission of the Bids

- 3.18.1 Bid shall be received ONLINE on or before the date and time mentioned in IFB/ BDS.
- 3.18.2 The Employer may extend the date for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.

### 3.19 Timeline for Submission of Bids

- 3.19.1 Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
- 3.19.2 The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Bid Inviting Officer.
- 3.19.3 All the bids uploaded by the Bidders to the portal will be encrypted. The encrypted Bids can only be decrypted/opened by the authorised persons on or after the due date and time.
- 3.19.4 Once submitted, the bid cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system-generated summary of submission to confirm successful uploading of bid.
- 3.19.5 The submitted hard copies of the bid shall be acceptable only if the bidder has submitted his bid ONLINE also.

### 3.20 Late Bids

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

### 3.21 Modification, Resubmission and Withdrawal of Bids

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

## **E. BID OPENING AND EVALUATION**

### **3.22 Bid Opening**

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

### **3.23 Confidentiality**

- 3.23.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons, not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 3.23.2 Any effort by a Bidder to influence the Employer or any of his representatives during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of his bid.

### **3.24 Clarification of Bids**

- 3.24.1 To assist in the examination, evaluation, and comparison of bids, and qualification of the bidders; the Employer may ask the bidder/bidders for required clarification on the information submitted with the bid. The request for clarification and the response shall be sent by e-mail only. The Bidder will respond in not more than five calendar days from the date of issue of clarification letter. No change in the price or substance of the Bid shall be sought, offered, or permitted.
- 3.24.2 Subject to clause 3.24.1, no Bidder shall contact the Employer or any of his representatives on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he shall do so in writing.

### **3.25 Examination of Bids, and Determination of Responsiveness**

- 3.25.1 During the detailed evaluation of "Technical Bid", the Employer will determine whether each bid
  - a) meets the eligibility criteria defined in Clause 3.3 of ITB;
  - b) meets the qualification criteria in accordance with the provision of Clause 3.4 of ITB; and

c) is accompanied by the required bid cost and bid securing declaration form and the required documents mentioned under Clause 4.2 of Section 4.

3.25.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any way the scope, quality, or performance of the Works;
- b) which limits in any way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c) whose implementation would affect unfairly the competitive position of other Bidders presenting responsive Bids.

3.25.3 If a Bid is not found responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

3.25.4 Non-submission of legible documents may render the bid non-responsive.

### **3.26 Correction of Errors**

3.26.1 The bid documents submitted ONLINE only shall be considered for the purposes of evaluation. As such, there shall be no arithmetical correction due to e-procurement processes.

3.26.2 In case of any difference in the documents / rates provided with hard copies and the documents / rates submitted ONLINE, the ONLINE submitted documents / rates shall be taken as correct.

### **3.27 Conversion to Single Currency**

3.27.1 The bidder shall quote the prices in INR only.

### **3.28 Evaluations and Comparison of Responsive Bids**

3.28.1 The **Part-I** containing Technical Part shall be opened first. The Bids will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part-I of the Bid

3.28.2 All the opened bids shall be downloaded and printed for taking up evaluation. The Employer will evaluate and compare the Financial Bids and arrange the Financial Bids in order of their value for subsequent evaluation.

3.28.3 The bidder may be asked by e-mail to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Bid Committee may ask for any other deficient document during Technical evaluation of the bid; provided, in all such cases, furnishing of any document in no way alters the Bidder's price bid. Such clarifications shall not be asked more than once. The bidder shall respond within seven days of issue of the clarification letter failing which the bid of the bidder will be evaluated on its own merit. Any clarifications given about the submission documents/certificates, by the issuing authority to the bidder, should have been issued before the last date of bid submission.

3.28.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders. The Bid Committee will evaluate bid and finalize list of responsive bidders.

- 3.28.5 JSCL shall inform, by e-mail, the Bidders whose Technical Bids are found responsive i.e., Technically Qualified Bidders, about date time and place of opening of Part-II i.e., Financial Bid. In the event of the specified date being a holiday for JSCL, the Bids will be opened at the appointed time and location on the next working day. The bidders or their representatives may attend the opening of Financial Bids. The Financial Bids of the technically responsive bidders shall be opened on the due date and time of opening. The Bid Committee shall log on to the system in sequence and open the Financial Bid. At the time of opening of “Financial Bid”, bidders, whose Technical Bids were found responsive, may be present.
- 3.28.6 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC anywhere.
- 3.28.7 The estimated effect of the price adjustment conditions, if any, under Clause 5.44 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid Evaluation.
- 3.28.8 If the Bid of the successful Bidder is seriously unbalanced in the opinion of the Employer by less than 15 % in relation to the Employer’s estimate for the work to be performed under the contract, the Employer will require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, and/or to demonstrate the internal consistency of these prices with the construction methods and schedule proposed. The bidder shall respond in not more than seven number of days of issue of the clarification letter as mentioned in BDS, failing which the bid of the bidder will be evaluated on its own merit.

In cases of such unbalanced bids, the Employer will require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 3.28.9 The extent of the Additional Performance security shall be as per the following ceiling: -
- a. Percentage rate upto and including 15% below the advertised / estimated cost- normal performance security.
  - b. Percentage rate quoted beyond 15% below upto and including 25% below: Additional 5.0% of the accepted contract cost.
  - c. Percentage rate quoted beyond 25% below upto and including 35% below: Additional 7.5% of the accepted contract cost.
  - d. A bid which is quoted beyond 35% below the advertised/estimated cost: Additional 10.0% of the accepted contract cost.

### **3.29 Negotiation of Bids**

- 3.29.1 After examination, evaluation, and comparison of bids, the Bid Committee may, at its discretion, call the lowest bidder for negotiation on construction methodology, works programme, deployment of personnel, plant and machinery for construction etc.
- 3.29.2 Special attention shall be paid to optimize the required output from the lowest bidder to define clearly the inputs required from the employer to ensure satisfactory implementation of the



assignment

### **3.30 Award of Contract**

#### **3.30.1 Award Criteria.**

- a) Subject to this Clause, the Employer will award the Contract to the Bidder whose bid has been determined to be responsive and who has offered the lowest evaluated bid price.
- b) In the eventuality of failure on the part of the successful bidder to submit the performance security within the stipulated time, the Bidder shall be debarred in future from participating in all the Bids from any Government owned agency/ corporation/Employer/special purpose vehicle, for three years and will be recommended for blacklisting by the competent Employer. In such a situation, the next successful bidder will be required to produce his Performance Security for consideration of his bid at the negotiated rate equal to lowest bidder, otherwise the tender will be cancelled.

**3.30.2 Employer's Right to Accept any Bid and to Reject any or all Bids.** Notwithstanding Clause 3.30.1 the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

#### **3.30.3 Notification of Award and Signing of Agreement.**

1. The Bidder, whose Bid has been accepted, shall be notified of award by the Employer prior to expiration of the Bid validity period by e-mail /courier. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") will state the sum that the Employer will pay to the Bidder in consideration of the execution, completion and remedying defects of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 3.30.4 within 21 days of issue of letter of award.
3. A detailed Works Program showing the general methods, arrangements, order and timing for all the activities in the Works along with quarterly planned value statement and milestone wise details of works shall be submitted within 14 days from the date of signing of the contract.
4. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of the Employer within 28 days following the issue of the Letter of Award.
5. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

#### **3.30.4 Performance Security.**

- a. Within 21 (twenty-one) days of receipt of the Letter of Award, the successful Bidder shall deliver to the Employer a Performance Security in the form of irrevocable, unconditional Bank Guarantee valid for a period as stipulated in Clause 5.49 of Conditions of Contract & in the

Contract Data for an amount **equivalent to a percentage of the Contract price as mentioned in BDS.**

- b. The performance security is to be provided by the successful Bidder in the form of unconditional, irrevocable Bank Guarantee, from a Nationalized/Scheduled Indian bank, whose Jammu Branch shall be clearly authorized to pay the claim on demand by the Employer.
- c. In the event of the successful Bidder failing to comply with the requirements of Sub-Clause 3.30.4.a, such a failure shall constitute a breach of contract and, cause for annulment of the award and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

### **3.30.5 Advance Payment and Security**

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

### **3.30.6 Dispute Resolution**

In case of disputes, the bidder shall approach the CEO JSCL for resolution of his grievance or point of dispute. If the Bidder is not satisfied with the decision of the CEO, JSCL, then the Bidder as the aggrieved party can request the dispute be referred for arbitration by the Arbitral Tribunal consisting of the sole Arbitrator to be nominated by the CEO, JSCL, who will resolve the dispute through provisions of Arbitration & Conciliation Act, 1996.

### **3.30.7 Corrupt or Fraudulent Practices.**

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

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
  - iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- a. The Employer will reject a proposal for evaluation, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt

or fraudulent practices in competing for, or in executing the contract.

- b. Furthermore, Bidders may be aware of the provision stated in Clause 5.61 of the Conditions of Contract.

**BID DATA SHEET (BDS)**

*The Employer shall fill up all the details required in the BDS*

**A. Introduction**

ITB 3.1	Scope of Bid	e-NIT No. JSCL-12/10 of 2021-22      Dated: 21-10-2021
		The Employer: Chief Executive Officer, Jammu Smart City Limited.
		Name of the Project: Request for proposal for Engineering, Procurement and Construction of Static Ad Panels at various locations Jammu City
		Works Requirement: The Job involves Design, Construction, Fabrication & Installation of 110 No. Ad Panels of various types/sizes as detailed in the Scope of Work at different locations in Jammu city as per Drawings attached and given specifications as in Scope of Work and latest MoRTH.
ITB 3.2	Source of Funds	Jammu Smart City Limited (JSCL)
	Approx. value of the Project	INR₹ 4.95 Cr.
ITB 3.4.3	Evaluation requirements (Sub Contracting)	The bidder shall not propose to sub-contract elements of the works amounting to more than 25% of the bid price. <i>(For each such proposal, the qualification and the experience of the identified subcontractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract)</i>
ITB 3.4.3	Evaluation requirement (Turnover)	INR₹ 250.00 Lakh

**B. Bidding Documents**

ITB 3.8.2		<a href="http://www.iktenders.gov.in">http://www.iktenders.gov.in</a>
ITB 3.9.1	Pre bid meeting	Prior to the Date of Pre-Bid meeting
ITB 3.9.2		Date/ Time: 29-10-2021 at 1500 Hrs Place: Online Interested bidders must send an email to <a href="mailto:ceo@jammusmartcity.in">ceo@jammusmartcity.in</a> with copy to <a href="mailto:dgm.admin@jammusmartcity.in">dgm.admin@jammusmartcity.in</a> to receive a link for participation at least 1 day prior to the pre-bid meeting

**C. Preparation of Bids**

ITB 3. 13	Bid Price	Price adjustment: Not applicable.
ITB 3. 15	Bid Validity	180 days from the Last date of Bid submission.

**D. Submission of Bids**

ITB 3. 18	Submission of Bids	The date and time for bid submission online is: Date: 11-11-2021 Time: 1700 Hrs
<b>E. Bid Opening and Evaluation</b>		
ITB 3.22	Bid Opening	Date/ Time: 12-11-2021 at 1500 Hrs Venue: Office of the Chief Executive Officer, Jammu Smart City Limited C/ o Commissioner, Jammu Municipal Corporation, Town Hall, Jammu, J&K.
ITB 3.30.4.a	Performance Security	03 % of the Accepted Contract Cost
ITB 3.28.9		<p>The extent of the Additional Performance security shall be as per the following ceiling: -</p> <ol style="list-style-type: none"> <li>a. Percentage rate upto and including 15% below the advertised / estimated cost- normal performance security.</li> <li>b. Percentage rate quoted beyond 15% below upto and including 25% below: Additional 5.0% of the accepted contract cost.</li> <li>c. Percentage rate quoted beyond 25% below upto and including 35% below: Additional 7.5% of the accepted contract cost.</li> <li>d. A bid which is quoted beyond 35% below the advertised/estimated cost: Additional 10.0% of the accepted contract cost.</li> </ol>

## SECTION - 4: QUALIFICATIONA INFORMATION

### Information and Documents to be furnished along with the bid\*

*(The Bidder shall submit all the documents indicated below, in complete shape in the prescribed appendices)*

<b>A</b>	CONTRACTOR'S BID
<b>B</b>	PROOF OF COST OF BID DOCUMENT
<b>C</b>	MINIMUM ELIGIBILITY CRITERIA
<b>D</b>	QUALIFICATION INFORMATION
<b>E</b>	BID-SECURING DECLARATION
<b>F</b>	EVIDENCE OF CREDIT FACILITY
<b>G</b>	DECLERATION REGARDING BLACKLISTING/ DEBARRING/ ABANDONED WORKS
<b>H</b>	STATEMENT OF ETHICAL CONDUCT, FRAUD AND CORRUPTION

#### **4.1 Bid Submission Form**

*(Please refer to Appendix 2)*

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

#### **4.2 Proof of Cost of Bid Document**

*(The Contractor shall pay the cost of bid document in the manner as specified in the IFB and submit its proof.)*



#### 4.3 Minimum Eligibility Criteria/ Qualification Criteria

S. No.	Criterion	Documentary Evidence Required
1.	Bidder should be a sole proprietorship/ Company/ Partnership firm/ LLP registered in India under Companies Act 2013/ LLP Act 2008/ Society Act/ contractors registered with UT of J&K and other states/Central Govt. or as amended and should have been in operation in India.	Enclose copy of Certificate of Incorporation/ Registration under Companies Act 2013/ LLP Act 2008/ Society Act and Copy of PAN Card.
2	The Bidder must have a valid EPF, ESI registration.	Copies of registration to be enclosed with Bid.
3.	The Bidder should have a valid GST number or should have registered under GST.	Enclose copy of GST Registration Certificate
4.	<p>Bidder must have in the last 5 (FIVE) years preceding the last date of submission of Bids should have completed:</p> <p>a. One single similar work costing not less than 80% of the estimated value of the work OR</p> <p>b. Two similar works costing not less than 50% each of the estimated value of the work OR</p> <p>c. Three similar works costing not less than 40% each of the estimated value of the work</p> <p><b>Note:</b> <i>Similar works means RCC works and Structural steel works (70.0% minimum experience for Structural works).</i></p>	<p>a. Details to be provided as per Appendix 11</p> <p>b. The requisite completion / performance certificate received from the client shall be furnished with Bid.</p>
5.	<p>Bidder must have:</p> <p>i. Positive Net Worth in the Financial Year preceding Bid Submission Date</p> <p>ii. Should have an Average Annual turnover from similar works; of INR₹ 250.00 lakhs during last 5 financial years (i.e., FY 2015-16, 2016-17, 2017-18, 2018-19, 2019-20) immediately preceding the current Financial Year.</p> <p>iii. Bidder should have ISO 9001: 2015 Certification accredited by IAF (International Accreditation Forum).</p> <p>iv. The Bidders' Available Bid capacity should be more than the Estimated Project Cost.</p>	<p>Details to be provided as per Format of the Bidding Document; Copies of balance sheets and statement(s) featuring turnover during the aforesaid periods should be submitted duly signed by the Bidder and the Chartered Accountant concerned, as applicable.</p> <p>Undertaking that the bidder will be able to invest a minimum amount upto 25% of contract value of work, during implementation of work. Availability of Letter of Credit from a</p>

	<p>The Available Bid Capacity shall be calculated as per the formula:</p> <p><b>Assessed Available Bid capacity = (A*N*1.5-B+C)</b></p> <p>v. A = Maximum value of construction works executed in any one year during the last five years (updated to bid invitation year price level based on approved annual inflation rate (See also the footnote) considering the completed as well as works in progress.</p> <p>vi. N = Number of years (or fraction of a year) prescribed for completion of the works for which the present bid is invited.</p> <p>vii. B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bid is invited.</p> <p>viii. C=The amount of bonus received, if any, during the last 5 years</p>	<p>reputable bank. Certificate from Chartered Accountant showing the calculation of assessed available bid capacity of the bidder.</p>
6.	<p>The Bidder should not have been debarred/blacklisted by any State Government/ Central Government/ PSU/ JSCL/ Government authority in India for any reason and the same subsists as on Bid Submission Date.</p>	<p>Enclose blacklisting/ debarring declaration. (Refer Form Appendix 6).</p>

**Note:** Bidders who meet all the requirements set forth above and provide the qualification documents as specified, only shall be considered further in the Bidding Process.

### Qualification Information

[The information shall be filled in by the Bidder in the tables as given in Appendices at the end of Bid Document which shall be used for purpose of evaluation as provided for in Clause 3.4.3 of the Instructions to Bidders.]

- a. Statement of compliance under the requirements of Sub Clause 3.27 of the Instructions to Bidders. Copy of Registration Certificate (Renewed up to date) be produced.
- b. For Individual Bidders (Sub Clause 3.4.3 (a) of Instructions to Bidders may be referred to) Constitution or legal status of Bidder: \_\_\_\_\_ [Attach copy]

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

Name of Authorized Signatory of Bid: \_\_\_\_\_

Power of Attorney of Signatory of Bid: Appendix 4

[Attach original document]

- c. Copies of reports on the financial standing of the Bidder, such as turnover statements as per IT return, Balance Sheet and Profit & Loss statements duly certified by a Chartered Accountant for the last five years as stated under Clause 3.4.3(b) of Instructions to Bidders. (Appendix 9)
- d. Total monetary value of construction works completed in the last five years as stated under Sub Clause 3.4.3(c) of Instructions to Bidders duly certified by the officer not below the rank of Executive Engineer or equivalent. (Appendix 10)
- e. Experience in works of a similar nature and size for each of the last five years (2016-17 to 2020-21) and details of works under way or contractually committed and clients who may be contacted for further information on those contracts. Sub Clause 3.4.3 (e) of Instructions to Bidders may be referred to
- a. Experience in works of a similar nature and size : (Appendix 11)
  - b. Existing commitments and on-going works (Appendix 12)

*\*Attach certificate (s) from the Engineer(s)-in-Charge, not below the rank of Executive Engineer regarding all completed works and Attach documentary evidence for the same.*

- f. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents in the attached format provided in this Section. (Sub Clause 3.4.3(f) of Instructions to Bidders may be referred to)
- g. Name, address, e-mail id, telephone and fax numbers of the Bidders' Bankers who may provide references if contacted by the Employer. Sub Clause 3.4.3(g) of Instructions to Bidders may be referred to

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

h. Information on litigation history in which the Bidder is involved (Sub Clause 3.4.3. (h) of Instructions to Bidders may be referred to)

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

i. Proposed subcontracts and firms involved. (Sub Clause 3.4.3. (i) of Instructions to Bidders may be referred to)

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

j. The proposed methodology and program of construction (Sub Clause 3.4.3(j)- of Instructions to Bidders may be referred to)

i.	Work Program	Attached/Not Attached
ii.	Methodology	Attached/Not Attached
iii.	Plan value Statement	Attached/Not Attached
iv.	Environment Management Plan	Attached/Not Attached
v.	Quality Assurance Programme	Attached/Not Attached

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

[The Bidder must list all the information requested below. Refer also to Sub Clause 3.4.5(a) of the Instructions to Bidders.]

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

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

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

- a. The type and minimum numbers of key plants & equipment shall be specified by the bidder depending upon type of works requirement.
- b. The Bidder shall provide documentary evidence in support of their possession of plants and equipment as per site requirement.
- c. For machineries/ equipment to be arranged on hiring/lease basis, the bidder shall provide details of the such arrangement, which shall form a part of the qualification of the bidder.
- d. Machineries, older than 5 years or in poor working condition, shall be reconditioned/ repaired to improve the performance level. Such machinery shall pass the test of satisfactory performance by an appropriate authority contracted by the Employer.

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

- l. Qualifications and experience of key personnel proposed for administration and execution of the Contract. [The Bidder must list all the information requested below. Refer also to Sub Clause 3.4.5(b) of the Instructions to Bidders.]

S. NO.	Position	Qualification	Proficiency in software	Total Work Experience (years)	Experience in Similar Position (years)	Experience with the Bidding Firm (Desirable)
1.	Project Manager	B.E. / B. Tech. Civil	Word/ Excel	10	5	2
2.	Material/ Quality Control Manager	Degree/ Diploma (Civil)	Word/ Excel	7	5	2
3.	Quantity Surveyor	Diploma Civil	HDM-4, Excel, Word	7	5	2

4.	Health & Safety Officer	Diploma (Civil)	Word, Excel	5	3	2
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**NOTE:** *The list of professionals listed above are considered as the minimum required for executing the project successfully. The Bidder shall provide CVs of proposed personnel listed above. If the Bidder submits the bid without details requested under this sub-clause, the bid shall be considered non-responsive and is liable to be rejected. During construction if the need arises to replace any of the staff, equivalent or more experienced persons should be proposed as replacement. Non deployment of above professionals will lead to the breach of contract.*

## SECTION – 5: CONDITIONS OF CONTRACT

### A. GENERAL

#### 5.1 Definitions

Terms, which are defined in the Contract Data, are not defined in the Conditions of Contract but keep their defined meanings. Defined terms are shown in bold letters.

##### 5.1.1 Bill of Quantities

Bill of quantities means the priced and completed as per Summary of works with the BOQ.

##### 5.1.2 Compensation Events

The Compensation Events are those defined in Clause 5.41 of Conditions of Contract hereunder.

##### 5.1.3 Completion Date

This is the date by which the Contractor is contractually obliged to complete the works, taking account of award of any EOTs. As well as being an overall date for completion, the contract completion date may be the date for completion of a section of works or a milestone date.

##### 5.1.4 The Intended Completion Date

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

##### 5.1.5 Substantial completion

When the Works is completed to an extent that it is fit for its intended purpose, in accordance with the construction contract, i.e., it can be fully put to its intended use and only less than 05% percent of the contract value remains to be executed, the Works is stated to be substantially complete.

##### 5.1.6 The Contract

5.1.6.1 The Contract is the contract between the Employer and the Contractor, in this case the System Integrator, to execute, complete and maintain the Works. It consists of the documents listed in Clause 5.2.3 below.

5.1.6.2 The Contractor's Bid is the completed Bid as per the requirements shown in instructions to Bidders, submitted by the Contractor to the Employer and includes Technical and Contract.

5.1.6.3 The Contract Data defines the documents and other information, which comprise the Contract Price is the price stated in the Letter of Award and thereafter as adjusted in accordance with the provisions of the Contract.

5.1.6.4 The Contract Period means works execution period including the Defects Liability Period as given in the Contract Data. The Contract Period will begin from the date of signing of the Contract and will end with successful taking over by the Employer It will also include any time extensions given by the Employer

5.1.6.5 Days are calendar days; months are calendar months

##### 5.1.7 The Contractor

The Contractor is a person or corporate body whose Bid to carry out the Works that has been accepted by the Employer.

#### **5.1.8 Subcontractor**

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

#### **5.1.9 Critical Path**

The Critical path is the longest sequence of activities through a project network from start to finish, the sum of whose durations determines the overall project duration. A delay to progress of any activity on the critical path will, without acceleration or re-sequencing, cause the overall project duration to be extended, and is therefore referred to as a 'critical delay'.

#### **5.1.10 Critical Path analysis**

It is the process of analysing the critical or near critical activities in a CPM programme to manage progress, balance resource allocations and ascertain delays or acceleration to the date for completion or the completion date of the Works, a section or a milestone.

#### **5.1.11 Critical Path method (CPM)**

The methodology or management technique that, through the use of calculation rules (usually automatically carried out by programming software) determines the critical path and calculate float.

#### **5.1.12 Delay**

Delay is the time lag in actual completion of activities compared to what was planned.

#### **5.1.13 Contractor Risk Event**

An event or cause of delay or disruption which under the contract is at the risk and responsibility of the Contractor.

#### **5.1.14 Contractor Delay**

The expression Contractor delay is used to describe any delay caused by a Contractor Risk Event. A contractor delay to progress, is a delay which will merely cause delay to contractor's progress without impacting the contract completion date. Contractor Delay to Completion is a delay which will cause a contract completion date not to be met.

#### **5.1.15 Employer Risk Event**

An event or cause of delay or disruption which under the contract is at the risk and responsibility of the Employer. Employer Risk Event

#### **5.1.16 Employer Delay**

The expression Employer Delay commonly describes any delay caused by an Employer Risk Event. An employer delay to completion will cause a contract completion date not to be met. However, Employer Delay to Progress is merely a delay to the Contractor's progress without impacting the contract completion date.



### **5.1.17 Concurrent delay**

The expression concurrent delay, describes circumstances when a delay caused by Employer and a delay caused by Contractor, overlap during a period of time. It also describes circumstances when two delays, one caused by the Employer and another caused by the Contractor occur at different times, but their effects are felt (in whole or in part) at the same time.

### **5.1.18 Contemporaneous documents**

Literal meaning of the word contemporaneous is concurrent i.e., that which is happening at the same time. Contemporaneous documents are records of activities that have happened or are happening at the same time as the event under consideration. These documents or records include as a minimum, work programme, updated immediately prior to the event, detailed short term look ahead programmes, records that explain the key considerations and assumptions regarding durations, key resources, risks, logic and sequences of activities in the programme, daily records of progress, daily report from site posted by site engineers, minutes of meetings, instructions, correspondence between the parties to the contract, letters, e-mails, all having relevance to the event under consideration.

### **5.1.19 Defect Liability period**

5.1.19.1 A Defect is any part of the Works not completed in accordance with the Contract.

5.1.19.2 The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

### **5.1.20 Disruption**

Disruption is a disturbance, hindrance or interruption to a Contractor's normal working methods, resulting in lower efficiency. Disruption claims relate to loss of productivity in the execution of particular work activities.

### **5.1.21 Drawings**

**Good for Construction (GFC) drawing:** These are the drawings issued by the Employer to the Contractor in an item rate contract. The contractor executes the Works according to these drawings. Any mistake in a GFC drawing shall be attributable to the Employer.

### **5.1.22 Tender Drawing**

These are drawings issued by the Employer as part of the Request for Proposals (RFP) and are deemed sufficient for a bidder to quote for the project. The Bidder is expected to study these drawings and bring to the notice of the employer, any discrepancy/mistake at the tender stage itself.

### **5.1.23 Tender Drawing**

These are the drawings which are to be prepared by the Contractor showing details of construction, more elaborate than in the 'good for construction drawings' issued by the Employer. The Contractor takes the responsibility of the preparation and accuracy of the Working drawings.

### **5.1.24 As Built Drawings-**

As Built drawings are the drawings of the finally executed works, generally developed from the working drawings, prepared by the Contractor and certified true by the Engineer/ Supervision Consultant as authentic.

**5.1.25 Earned Value**

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

**5.1.26 The Employer**

The Employer is the party named in the Contract Data who will employ the Contractor to carry out the Works.

**5.1.27 The Engineer**

The Engineer in-Charge or alternatively called the Engineer is the person or firm named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor's work, and administering the Contract.

**5.1.28 The Equipment**

The Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

**5.1.29 Escrow account (Not Applicable)**

An escrow account is a temporary account held by a firm or person into which payments, and from which disbursements, for a specific purpose are made.

**5.1.30 Float**

The time available for an activity in addition to the planned duration. Free float is the amount of time an activity can be delayed beyond its early start/ early finish dates, without delaying the early start/early finish of any immediately following activity.

**5.1.31 Initial contract Price**

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Award.

**5.1.32 Materials**

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

**5.1.33 Method statement**

A written description of the Contractor's proposed manner of safely carrying out the Works or part thereof, setting out assumptions underlying the chosen method and the reasoning behind the approach to the various phases of construction. It should include details of key resources, including men material and machinery.

**5.1.34 Planned Value**

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

**5.1.35 Plant**

Plant is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function.

### **5.1.36 The Routine Maintenance Works**

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

### **5.1.37 The Site**

The Site is the area defined as such in the Contract data.

### **5.1.38 Site Investigation Reports**

Site Investigation Reports are those, which were included in the Bidding documents and are actual interpretative reports about the surface and sub-surface conditions at the site.

### **5.1.39 Specifications**

The Specification means the description of scope of work, materials to be used, methods of installation/construction, quality of workmanship expected by the Employer in any element of work included in the Contract and any modification or addition made or approved by the Employer.

### **5.1.40 The Start Date/ Commencement Date**

The Start Date/Date of Commencement is that given in the Contract Data, when contract agreement is signed. It does not necessarily coincide with any of the Site Possession Dates.

### **5.1.41 Variation**

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

### **5.1.42 The Works**

The Works are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in Scope of Works.

### **5.1.43 Temporary Works.**

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

## **5.2 Interpretation**

5.2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. In this Contract, except where the context requires otherwise:

- a. Works have their normal meaning under the language of the Contract unless specifically defined. The Engineer-in-charge will provide instructions clarifying queries about the Conditions of the Contract;
- b. words indicating the singular also include the plural and words indicating the plural also include the singular;

- c. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
  - d. “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
  - e. The word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.
- 5.2.2 The Implementing Agency may complete the work in sections as per the approved work program and in such case, references in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date shall apply to such section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 5.2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- a. Agreement
  - b. Letter of Award, notice to proceed with the works
  - c. Contract Data
  - d. Conditions of Contract including Special or Particular Conditions of Contract
  - e. Specifications
  - f. Drawings
  - g. Summary/ Quantity Schedule
  - h. Contractor’s Bid
  - i. Any other Document (specified in the Contract Data)

### **5.3 Language and Law**

The language of the Contract and the law governing the Contract are as stated in the Contract Data.

### **5.4 Engineer's Duties and Authority**

- 5.4.1 The employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties. The Engineer shall have no authority to amend the Contract.
- 5.4.2 Except otherwise specifically stated in the Contract Data, the Engineer will represent the Employer, protect the interests of the Employer and decide contractual matters between the Employer and the Contractor, as per the provisions of the contract. Engineer’s decisions will be impartial.
- 5.4.3 The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer. However, whenever the Engineer exercises a specified authority for which the Employer’s approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.
- 5.4.4 The Engineer has no authority to relieve either Party of any duties, obligations or responsibilities

under the Contract; any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

5.4.5 The Engineer shall obtain the specific approval of the Employer before taking action under the following

(A) agreeing or determining an extension of time and/or additional cost.

(B) instructing a Variation, except;

a. in an emergency situation as determined by the Engineer, or

b. if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and shall notify the Contractor accordingly, with a copy to the Employer.

#### **5.4.6 Delegation by the Engineer:**

The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in this Contract.

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

5.4.6.1 any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;

5.4.6.2 if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

#### **5.4.7 Instructions of the Engineer**

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to

whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 5.36 [Variations] shall apply. The Contractor shall comply with the instructions given by the Engineer or a delegated assistant. If the Engineer or a delegated assistant (a) gives an oral instruction, (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

## 5.5 Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 5.6 Sub-contracting

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

The Contractor shall not subcontract the whole of the works. Unless otherwise stated in the Particular Conditions:

- a. the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- b. the prior consent of the Engineer shall be obtained to other proposed Subcontractors;
- c. the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the Commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- d. each subcontract shall include provisions which would entitle the Employer to require the subcontractor to be assigned to the Employer under Sub-Clause

5.6.2 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Clause 5.56 [Termination by Employer].

5.6.3 Assignment of Benefit of Subcontract If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

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

5.6.5 The contractor shall sub-contract for executing the specialized work portion only.

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

- 5.6.7 The Contractor should justify in the proposal for sub-contracting, whether (a) the circumstances warrant such sub- contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification, equipment and necessary license, if any, required for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted. The Engineer shall, if necessary, verify the documents so submitted prior to approving the proposal for subcontracting.
- 5.6.8 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor. Any such arrangement does not alter the prime contractor's liability or obligations under the contract.
- 5.6.9 Before issuing a Payment Certificate to the Contractor, which includes an amount payable to a subcontractor, the Engineer / Employer may request the Contractor to supply reasonable evidence that the subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise.

## 5.7 Nominated Subcontractors

- 5.7.1 Definition of "nominated Subcontractor" In the Contract, "nominated Subcontractor" means a Subcontractor:
- a. who is stated in the Contract as being a nominated Subcontractor,
  - b. whom the Engineer, under Clause 5.36 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor
- 5.7.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a. there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b. the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c. the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
  - i. undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract,
  - ii. indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and

- iii. be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Clause 5.7.3 [Payment to nominated Subcontractors].

### **5.7.3 Payments to nominated Subcontractors**

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Engineer certifies to be due in accordance with the subcontract.

### **5.7.4 Evidence of Payments**

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

- a. submits this reasonable evidence to the Engineer, or
- b. satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

## **5.8 Other Contractors**

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

## **5.9 Personnel**

- 5.9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer.
- 5.9.2 The Engineer will approve any proposed replacement of key personnel only if qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 5.9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract
- 5.9.4 Except as otherwise stated in the Specification, the contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport



and when appropriate, housing. The contractor is encouraged to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Union Territory of J&K.

## 5.10 Risks

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

### 5.10.1 Employer's Risks

The Employer is responsible for the expected risks which are: -

- a. in so far as they directly affect the execution of the works in the Union Territory of Jammu & Kashmir, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's personnel), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive,
- b. use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,
- c. a cause solely due to the design of the works, other than the Contractor's design, or
- d. any operation of the forces of nature which is unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
- e. Removal of underground utilities detected subsequently.
- f. Significant change in classification of soil requiring additional mobilisation by the contractor, e.g., ordinary soil to rock excavation
- g. Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor.
- h. Artesian conditions.
- i. Seepage, erosion, landslide.
- j. Presence of historical, archaeological or religious structures, monuments interfering with the works.
- k. Restriction of access to ground imposed by civil, judicial or military authority.

5.10.1.1 Rectification costs due to damage of works on account of Employer's risks – If the works are damaged due to Employer's risk as per Clause 5.10.1, a committee consisting of the Employer's representative, Engineer's representative and Contractor's representative will carry out a detailed inspection of damaged works and prepare a detailed report of damages occurred. The Committee shall prepare detailed cost estimate as per agreed payment schedule or BoQ rates of the works. A variation order shall be prepared for rectification of the damaged works giving the time frame for completion of the rectification. The cost of rectification shall be paid to the Contractor through interim payment certificate.

### 5.10.2 Contractor's Risks

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-over Certificate is issued (Taking-over of the Works and Sections) for the Works, when responsibility for the care of the Works shall pass to the Employer. The Contractor is also responsible for the risks stated below: a. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects; b. personal injury including deaths which arise during and in consequence of the performance of the Contract; c. all other risks other than the excepted risks stated in Clause 5.10.2

## 5.11 Insurance

5.11.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance covers in two parts, i.e. (a) from the start date to the completion date, and (b) for the Defect Liability period, in the amounts stated in the Contract Data for the following events which are due to the Contractor's risks:

- a. loss of or damage to the Works, Plants and Materials;
- b. loss of or damage to Equipment;
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
- d. Workman compensation policy to cover personal injury or death.

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

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

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

## 5.12 Site Investigation Reports

5.12.1 The JSCL shall make or arrange to make available (on best effort basis only) to the Contractor for his information all relevant data in the JSCL's or Municipal Corporation Jammu's or any other government agency's possession regarding the sub-surface and soil conditions at the Site, including environmental aspects. The Contractor shall be responsible for verifying and interpreting all such data. The JSCL or the Municipal Corporation Jammu or any other agency providing the data shall not be held responsible about the correctness of all such data and the Contractor shall confirm/ verify all such data at his own cost.

5.12.2 To the extent which was practicable taking account of Cost and time, the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which lay influence or affect the Bid for Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including without limitation.

## 5.13 Queries about the Contract Data

5.13.1 The Engineer-in-Charge will clarify queries if any on the Contract Data.

## 5.14 Contractor to Construct the Works

### 5.14.1 Commencement of the Works

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

### 5.14.2 Construction of the Works

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

### 5.14.3 Protection of the environment

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are provided in the Special Conditions of Contract.

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

## 5.15 Completion of the Works

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

## 5.16 Approval by the Engineer

5.16.1 The Contractor shall get vetted from any IIT/NIT, the design and drawings of the Foundation and Structures as per scope of work at his own cost and shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply

with the Specifications and Drawings.

- 5.16.2 The Contractor shall be responsible for design and safety of Temporary and Permanent Works.
- 5.16.3 The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.
- 5.16.4 All Drawings prepared by the Contractor for the execution of the Temporary or Permanent Works, are subject to prior approval by the Engineer before their use.

## **5.17 Safety**

- 5.17.1 The Contractor shall be responsible for the safety of all the personnel, plant and equipment deployed by him in the Work-related activities and the Works on the Site, even if the method of construction has been shared by the Contractor with the Employer or the Engineer.

## **5.18 Discoveries**

- 5.18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **5.19 Possession of the Site**

- 5.19.1 The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. If possession of a part of the site is not given by the date stated in the Contract Data, the Employer shall give suitable extension of time for completion of work. The Employer shall not pay any compensation on this account. Except price adjustment as per clause 5.44.

## **5.20 Access to the Site**

- 5.20.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

## **5.21 Instructions**

- 5.21.1 The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
- 5.21.2 The Contractor shall permit the Employer or his authorized representative to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so, required by the Employer.

## **5.22 Disputes Resolution Mechanism**

- i. If any dispute or differences of any kind what-so-ever arise between the JSCL, its authorized representatives and the Contractor in connection with or arising out of this Contract or the execution of Work, it will be first attempted to be resolved amicably in accordance with the conciliation procedure set forth below

- ii. (ii) Whether before its commencement or during the progress of Project/ Works or after the termination, abandonment or breach of the Contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by the other party, be referred for settlement to the Engineer-in-charge of the Work and he shall, within a period of thirty (30) days after being requested in writing by either party mediate and convey his decision.
- iii. If the Engineer-in-charge/Conciliator has conveyed his decision and no claim for arbitration has been filed by either party within a period of thirty (30) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the party and will not be a subject matter of arbitration at all.
- iv. If the meditation/conciliation fails, either party may require such Dispute to be referred to the Chairman of Board of directors of JSCL and the Chairman or chief Executive of the Contractor for amicable settlement; Such persons shall meet within 7 days of the Dispute being referred to them. If the dispute is not amicably settled within 30(thirty) days of the matter being referred to the above persons, either party may refer the Dispute to arbitration.
- v. All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration by the Arbitral Tribunal consisting of the sole Arbitrator to be nominated by the CEO, JSCL.
- vi. The reference to the Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim arises during the execution of Work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitral Tribunal shall be made within six (6) calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the Engineer in- charge (whose decision in this respect shall be final and binding) whichever is earlier.
- vii. The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- viii. The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.
- ix. The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
- x. The venue of arbitration shall be Jammu, J&K. The work under the contract shall continue during the arbitration proceedings.
- xi. The stamp fee due on the award shall be payable by the party as desired by the Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- xii. Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six (6) months of the following: -
  - a. of the date of completion of the Work as certified by the Engineer-in-charge or
  - b. of the date of abandonment of the Work or breach of Contract under any of its clauses, or

- c. of its non-commencement or non-resumption of Work within ten (10) days of written notice for commencement or resumption as applicable, or
  - d. of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the Contract, or
  - e. of receiving an intimation from the Engineer-in-charge that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.
- xiii. No question relating to this Contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the Contract. The pending arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the Contract and to make alternate arrangement for completion of the Works.
- xiv. Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However, the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of six (6) months from the date of initiation.
- xv. The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

## B. TIME CONTROL

### 5.23 Programme

- 5.23.1 Within 14 days of issue of letter of award of work, the successful bidder shall submit to the Employer detailed resource-based work programme. The Programme shall clearly show an appropriate Work breakdown structure, the time required to complete each element of work and the interrelationship of elements by defining a critical path- It will show the resources, men material and plant, required to carry out each element of work. The Work programme shall include Environmental Management Plan for approval showing the general methods, arrangements, order and timing for all the activities in the Works along with quarterly planned value statement.
- 5.23.2 An update of the Program shall be a program showing the actual progress achieved on each activity, the earned value and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 5.23.3 The contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period of 30 days. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount as specified in the Contract Data and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 5.23.4 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 5.23.5 The program will be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in the field laboratory, if any set up by the Contractor.

### 5.24 Extension of the Intended Completion Date

- 5.24.1 If the Contractor shall desire an extension of time for completion of work on the ground, he shall apply in writing to the Engineer-in -charge within 15 days of the occurrences of such event. The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 5.24.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 28 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 5.24.3 The Engineer shall, within 14 days of receiving full justification from the contractor for extension

of Intended Completion Date, refer to the Employer his recommendation. The Employer shall in not more than 14 days communicate to the Engineer the Employer's decision. If the Employer fails to give his ward, the Engineer shall not grant the extension of time and the Contractor may refer the matter to the Arbitration under Clause 5.65 of P.C.C.

## 5.25 Delays Ordered by the Engineer

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

## 5.26 Management Meetings

5.26.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

5.26.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

5.26.3 Progress Reports: The Contractor shall prepare and submit the monthly progress reports to the Engineer in two hard copies including soft copy. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-over Certificate for the Works.

Each report shall include:

- a. charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing;
- b. photographs showing the status of progress of work on the Site;
- c. Status of mobilisation of Contractor's Personnel and Equipment;
- d. copies of quality assurance documents, test results and certificates of Materials;
- e. list of early warning notices issued to the Engineer under Clause 5.27
- f. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- g. Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
- h. subcontractors appointed by the contractor, including the tasks assigned to them, and their outputs in the month of reporting.
- i. Report on risks identified including their possible impact on time, cost and quality and the contractor's proposals for mitigation of the risks.



## **5.27 Early Warning**

- 5.27.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date. The estimate shall be prepared by the Contractor as soon as possible (not later than 28 days of becoming aware of the event) and submitted to the Engineer.
- 5.27.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.
- 5.27.3 Failure by the contractor to intimate and warn the Engineer about such events or circumstances shall forfeit the claim of the Contractor for time or cost compensation.

## C. QUALITY CONTROL

### 5.28 Quality Aspects

- 5.28.1 The Contractor shall be carrying out mandatory tests as prescribed in the specifications or otherwise required as per Good Industry Practice. The contractor shall establish the field laboratory at site and incase the facility for conducting any particular test is not available in the field laboratory then the same shall be got tested from a NABL accredited laboratory. The Contractor shall consider the cost of tests required as per Good Industry Practice while bidding for this document. The Contractor shall be solely responsible for:
- Carrying out and bearing the cost of the mandatory tests prescribed in the Specifications or recommended by Engineer-in-Charge; and
  - For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 5.28.2 The Engineer-in-charge will be free to conduct surprise, random or in situ checks any time during the execution and after the completion of the Work but not later than the Operation & Maintenance Period, so as to have cross check in quality of works carried out and compliance to specifications and standards at all stages of the Work.
- 5.28.3 Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution of the Project/Works at all stages.

### 5.29 Identifying Defects`

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

### 5.30 Tests

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

### 5.31 Correction of Defects

- 5.31.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 5.31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.
- 5.31.3 The contractor shall be responsible for rectification of all defects that may occur during fixing of Advertisement boards with the structure of Static Ad Panels during Defect Liability Period.

## **5.32 Defects**

- 5.32.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and recover 1.5 times of this amount from the payments due to the Contractor or from retention money.
- 5.32.2 Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

## **5.33 Issuance of Certificate of Construction Completion**

- 5.33.1 Upon being satisfied that the quality work has been executed by the Contractor in accordance with the Conditions of Contract, Scope of Work & Specifications, JSCL's requirements, Drawings, etc., and also upon the Tests having been conducted successfully the Engineer-in-charge shall issue a Certificate of Development Completion signifying completion of construction of Works and commencement of Defects Liability Period and Operation & Maintenance Period. However, no certificate shall be issued nor shall the work be considered to be complete until the Contractor has cleared all scaffolding, surplus materials, garbage and all huts and sanitary arrangements set up for the labour at the site and cleaned off the dirt from work.

## D. COST CONTROL

### 5.34 Bill of Quantities

- 5.34.1 The Bill of Quantities contains items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 5.34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work to be done at the rate quoted/negotiated in the Bill of Quantities for each item.

### 5.35 Changes in the Scope of work

- 5.35.1 The Employer reserves the right to increase or decrease any item of work during the currency of the contract, subject to Clause 5.36 (Variations), and the contractor will be bound to comply with the order of the competent authority without any claim for compensation or higher rates for additions and alterations.
- 5.35.2 If the final quantity of the work done differs from the quantity provided in the Bill of Quantities for the particular item, by more than 25 percent and such change exceeds 10% of initial contract price; the Engineer shall adjust the rate to allow the change, duly deriving the rate as under:
- Contract rate for the quantity up to 1.25 times the BOQ quantity
  - For any item whose quantity exceeds beyond 1.25 times the quantity provided in the BOQ, a new rate shall be applicable for the quantity in excess of 1.25 times the original quantity.
  - The New rate shall be derived and paid based on the minimum market rates of the materials, labour, and direct and indirect expenses constituting the item adopting the analysis of rates of MORTH/CPWD/State SSR, irrespective of the tender premium or discount.
  - Justification for rate adjustment as furnished by the Contractor.
  - Economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs.
  - Entitlement of the Contractor to compensation events where such events are caused by any additional work.
- 5.35.3 The new analyzed rate shall require approval of the Employer before enactment.
- 5.35.4 If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost break down of any rate in the bill of quantities.

### 5.36 Variations

- 5.36.1 Variations may be initiated by the Engineer at any time prior to issuing the Taking- Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.
- 5.36.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.
- 5.36.3 All variations shall be included in updated Programs produced by the Contractor.

#### 5.36.4 Each Variation may include:

- a. changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- b. changes to the quality and other characteristics of any item of work,
- c. changes to the levels, positions and/or dimensions of any part of the Works,
- d. omission of any work unless it is to be carried out by others,
- e. any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- f. changes to the sequence or timing of the execution of the Works.

5.36.5 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation

##### **5.36.5.1 Variation procedure**

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- (a) a description of the proposed work to be performed and a programme for its execution,
- (b) the Contractor's proposal for any necessary modifications to the programme according to clause 5.23 Work Programme, and to the Time for Completion, and
- (c) the Contractor's proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt. Each Variation shall be evaluated in accordance with Clause 5.40 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

## **5.37 Payments to Variations**

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

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

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

5.37.4 Price adjustment shall be paid as per Clause 5.44

5.37.5 There shall be a Variation Agreement signed by the Employer and Contractor for every variation order or a group of variation orders if the Employer so desires. Every Variation agreement when signed by the contractor shall be considered to be in full, final and fair compensation for the variation(s) ordered and the contractor. shall be deemed to have waived any further claim in respect of the particular variation order(s) even when it is not expressly written in the Variation

Agreement.

### **5.38 Cash Flow Forecasts**

- 5.38.1 The contractor shall submit a planned value statement along with the work programme for the full contract period containing cumulative future quarterly expenditures.
- 5.38.2 The Contractor shall revise the work programme and update the quarterly planned value statement and submit it to the Engineer in the first week of every financial quarter.

### **5.39 Payment Certificates**

- 5.39.1 The Contractor shall submit to the Engineer monthly priced statements of the completed and accepted work less the cumulative amount certified previously, along with copies of the following documents: -
- (a) Measurements and quantities of items of works done since last bill.
  - (b) Copies of quality control tests in specified format covering the work done since last bill.
  - (c) Copies of instructions recorded in the Instruction Book containing the instructions and compliance thereof, covering the work done since last bill.
- 5.39.2 The Engineer shall check the Contractor's statement within 14 days and certify the amount to be paid to the Contractor as per contract payment schedule.
- 5.39.3 The value of work executed shall be determined by the Engineer. The value of work executed shall comprise the value of the quantities of the items as per the agreed payment schedule and work programme attached to the contract.
- 5.39.4 The Engineer shall maintain and update the earned value statement every month.
- 5.39.5 The value of work executed shall include the valuation of Change in Scope (Variation) and Compensation Events, if any.
- 5.39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **5.40 Measurements, Evaluation and Payments**

#### **5.40.1 Measurements**

The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application for Interim Payment Certificates, Statement on Completion and Application for Final Payment Certificate the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract. Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

1. promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
2. supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate. Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate. If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be

inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

#### **5.40.2 Method of Measurement**

Except as otherwise stated in the Contract and notwithstanding local practice:

1. measurement shall be made of the net actual quantity of each item of the Permanent Works, and
2. the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules

#### **5.40.3 Payment Schedule**

- 5.40.3.1 Payment shall be made to the Contractor upon production of monthly invoice. The Employer shall pay the Contractor the amounts certified by the Engineer within 14 days from the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing savings bank interest rates.
- 5.40.3.2 Payment shall be made only for number of Static Ad Panel completed in all respects during the period of particular invoice.
- 5.40.3.3 Items of the Works not entered in Scope of work/ Summary sheet, will not be paid by the Employer and shall be deemed to be covered by other rates and prices in the Contract.
- 5.40.3.4 Payments shall be adjusted for deductions for any advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law.

#### **5.41 Compensation Events**

- 5.41.1 The following are Compensation Events unless they are caused by the Contractor:
  - a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
  - b. The Employer modifies the schedule of other contractors in a way which affects the work of the Contractor under the Contract.
  - c. The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
  - d. The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
  - e. The Engineer does not approve for a Sub-Contract to be let for more than 15 days.
  - f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Award from the information issued to bidders (including the site investigation reports), for information available publicly and from a visual inspection of the site.
  - g. The Engineer gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
  - h. The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee, and after getting confirmation from the issuing bank.

- i. The effect on the Contractor of any of the Employer's Risks.
- j. The Engineer unreasonably delays issuing a Certificate of Completion.
- k. Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- l. The contractor shall give a notice not later than 14 days after the contractor became aware or should have become aware of the event or circumstance

5.41.2 If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

5.41.3 If a Compensation Event would cause additional cost, the Contract Price shall be increased. The Engineer shall treat the event as "variation" as per Clause no.5.36, and ascertain the additional cost.

5.41.4 As soon as information demonstrating the effect of each Compensation Event up on the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

5.41.5 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

## **5.42 Tax**

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

5.42.2 Nothing in the contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in India on profits made or otherwise by it in respect of the contract. The Contractor shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

## **5.43 Currencies**

5.43.1 All payments shall be made-in Indian Rupees.

## **5.44 Price Adjustment**

5.44.1 There will be no Price Adjustment

## **5.45 Retention Money**

5.45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the works or settlement of final payment.

5.45.2 On physical completion of the whole of the Works, half the total amount retained is repaid to



the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

- 5.45.3 On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.
- 5.45.4 No retention money shall be deducted from the Advance payments.

## 5.46 Delay Damages

- 5.46.1 The Authority shall notify the Contractor its decision to impose Damages. The Contractor shall have opportunity to make any representation with regard to such notification within 20 days of the date of such notification.
- 5.46.2 The Contractor shall pay delay damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of delay damages shall not exceed the amount defined in the Contract Data. The Employer may deduct delay damages from payments due to the Contractor.
- 5.46.3 If the Intended Completion Date is extended after delay damages have been paid, the Engineer shall correct any overpayment of delay damages by the Contractor by adjusting the next payment certificate.
- 5.46.4 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as delay damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.
- 5.46.5 The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. Payment or deduction of delay damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor's obligations and liabilities under the contract.
- 5.46.6 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-over Certificate has been issued for any part of the Works or of a Section, the delay damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of delay damages and shall not affect the limit thereof.
- 5.46.7 **Concurrent Delays:** - If there are two or more causes of delay which happen concurrently or overlap and some but not all of those causes of delay would entitle the contractor to an EOT, then for the period of such overlap the contractor will be entitled to an EOT but not delay damages.
- 5.46.8 **Delay damages to the contractor:-** The quantum of delay damages to be paid to the contractor,

on account of a critical delay caused by Employer, shall be calculated on the basis of cost plus overhead and profit wherein cost shall be calculated using the approved bill of quantities of the contract, the overhead and profit shall be limited to the overhead and profit percentage of the cost of works executed during the critical delay period, as per the J&K schedule of rates at the time of event leading to delays. By accepting these General & Particular conditions of the contract, the successful contractor is accepting that he will not resort to any legal action contravening this clause.

### **5.47 Advance Payment**

- 5.47.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data, by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank for the amount equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged at the prevalent Prime Lending Rate of RBI on the advance payment.
- 5.47.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.
- 5.47.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done,
- 5.47.4 variations, price adjustments, compensation events or liquidated damages.
- 5.47.5 Contractor shall open an escrow account in a local Nationalised Bank into which all payments from the employer shall be credited. This is to be done in order to ensure recycling of payments to this account for executing the work.

### **5.48 Secured Advance (Not Applicable)**

### **5.49 Performance Security**

- 5.49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Award and shall be issued in an amount as specified in the Contract Data and in form and by a bank acceptable to the Employer. The Performance Security shall be valid until a date 60 days beyond the expiry of the Defect Liability Period. The release of Performance Security shall be as per the Condition mentioned in Contract data.
- 5.49.2 In case where the bid of the successful bidder is seriously unbalanced or front loaded, the Employer may require that the amount of Performance Security set forth above, be increased at the expense of successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.
- 5.49.3 The performance security shall be in the form of an unconditional irrevocable bank guarantee issued by a scheduled commercial bank in the amount(s) of 03% of the contract price and shall be submitted within 21 days of the letter of award.

- 5.49.4 If the Bid, which results in the lowest evaluated bid price, is seriously imbalanced or front loaded in the opinion of the JSCL, by more than 20% in relation to the JSCL's estimate of the cost of work to be performed under the Contract, the JSCL may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the JSCL may require that the amount of the performance security be increased to a maximum of 7.5% of the bid value of such items at the expense of the Bidder to a level sufficient to protect the JSCL against financial loss in the event of default by the successful Bidder under the Contract.
- 5.49.5 The Performance Security (including additional security for unbalanced bids) shall be provided to the Engineer-in-charge on behalf of the JSCL no later than the date specified in the Letter of Award and shall be issued in an amount and form and by a bank or surety acceptable to the JSCL and denominated in Indian Rupees. The Performance Security shall be in favour of the JSCL and valid until a date sixty (60) days pursuant to the date of expiry of the Defect Liability Period and the additional security for unbalanced bids shall be valid until a date thirty (30) days from the issue of the Certificate of Construction Completion.
- 5.49.6 The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the JSCL on happening of any of the events mentioned below:
- when the Contractor does not execute the agreement within the specified time after issue of letter of award/ placement of work order; or
  - when the Contractor fails to commence the work within the time specified; or
  - when the Contractor fails to complete the work satisfactorily within the time specified; or
  - when any terms and conditions of the contract is breached by the Contractor; or
  - failure by the Contractor to pay the JSCL any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses of these Conditions or another agreement, within 30 Days of the service of notice to this effect by Engineer-in-Charge.
- 5.49.7 The JSCL shall return the Performance Security to the Contractor as below after completion of all obligations under the Contract, more specifically, after the expiry of 60 (sixty) days from the end of the Defect Liability Period provided there are no outstanding claims of the JSCL against the Contractor. In the event of the Contract being determined or rescinded due to default of the Contractor, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the JSCL.

## **5.50 Cost of Repairs**

- 5.50.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects liabilities periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions including the situation as stipulated at Clause 5.10.2

## **E. FINISHING THE CONTRACT**

### **5.51 Completion**

5.51.1 The Contractor shall request the Engineer-in-charge to issue a Project Completion Certificate of the Completed Works and the Engineer-in-charge along with other concerned experts and concerned Engineer-in-Charge PMC & SPV JSCL, within thirty (30) days of the receipt of such request, shall inspect the Work. If there is no defect in the Work, the Engineer-in-charge shall furnish the Contractor with such a certificate of Project completion. In the event, some defects or shortcoming or non-compliance is noticed by the Engineer-in-charge, the Contractor shall be liable to repair such defects and remove the deficiencies pointed out within the period specified. In the event, the Contractor fails to do so the JSCL may get the works rectified at the risk and cost of the Contractor. Further, the Contractor shall be liable to pay Damages @ 0.01% of the Contract Price for each day of delay until the work is done.

### **5.52 Taking Over**

5.52.1 At least 20 (twenty) days prior to completion, the Contractor may apply by notice to the Engineer-in-charge for Taking-Over Certificate for taking over the Spaces/ Works by JSCL. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. The Engineer-in-charge shall, after receiving the Contractor's application:

- a. Issue the Taking-Over Certificate to the Contractor, provided there are no defects or deficiencies; or
- b. Reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

### **5.53 Final Account**

5.53.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 40 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate, within 30 days of receiving the Contractor's revised account.

### **5.54 Operation & Maintenance**

5.54.1 Not Applicable

### **5.55 As-Built Drawings and O&M Manuals**

5.55.1 If "as built" Drawings and/or operating and maintenance manuals (O&M Manual) are required, the Contractor shall supply them in scale as directed by the dates and in the format stated in the Contract Data.

5.55.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## 5.56 Termination

- 5.56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 14 (fourteen) days notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Engineer-in-charge.
- 5.56.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
  - the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
  - the Contractor does not maintain a security which is required;
  - the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
  - if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract,
  - Non deployment of professionals as per Section -4.4 (Qualification Information)
- 5.56.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Clause 5.56.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 5.56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 5.56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.
- 5.56.6 After the termination of the contract under this clause, the employer shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The contractor shall have no claim against the Employer in this regard.

## 5.57 Payment upon Termination

- 5.57.1 If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 5.57.2 If the Contract is terminated because of fundamental breach of contract by the Employer, the Engineer shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the employer for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

## 5.58 Property

5.58.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

## 5.59 Release from Performance

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

5.59.2 Fraud and Corruption

5.59.3 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 5.56 shall apply as if such expulsion had been made under Clause 5.56.2 (f) [Termination by Employer].

5.59.4 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 5.56.

5.59.5 For the purposes of this Sub-Clause:

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

## 5.60 Contractor's Claims

5.60.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

5.60.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for

Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

- i. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- ii. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.
- iii. Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.
- iv. If the event or circumstance giving rise to the claim has a continuing effect:
  - a. this fully detailed claim shall be considered as interim;
  - b. the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
  - c. the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.
- v. Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- vi. Within the above defined period of 42 days, the Engineer shall proceed to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Clause 5.24 Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- vii. Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- viii. If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may proceed as laid down in Clause 5.22 of this Contract- Procedure for Disputes.

## F. Particular Conditions of Contract

### 5.61 Contract Conditions

- 5.61.1 Contractors are advised to inspect the Site of Work before tendering.
- 5.61.2 All the Works shall be carried out as per Specification and instructions of Engineer-in-charge.
- 5.61.3 The conditional tender shall be liable to be rejected.
- 5.61.4 The quantities provided in the BOQ is an estimate, though care has been taken to cover all items in work and the entire scope work. The Summary of works in the BOQ shall be used primarily to enable the stage payment as per actual work done. Quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
- 5.61.5 The Drawings provided are only indicative. The contractor should develop working drawings for each type of signage and get them approved by the Engineer prior to construction.
- 5.61.6 Any recovery imposed by Technical Audit cell or by other competent authority on account of defects identified in the Works, will be deducted from Contractors running final bills during execution of works
- 5.61.7 All the Defects that appear during execution of work will have to be rectified as directed by Engineer-in-charge within the shortest possible time. If Contractor fails to attend to the defects within reasonable time period, the same will be got rectified by the employer and all expense so incurred will be adjusted from the Running Account bills of the Contractor, and 1.5 times of the expense so incurred will be adjusted from any monies due to the Contractor or from performance security of the Contractor.
- 5.61.8 Role of Project Management Consultant (PMC) Appointed by JSCL as per Smart City Guidelines: Notwithstanding any other provision under the Contract the PMC appointed by JSCL as per the guidelines of Smart City shall be the Engineer/Engineer -in-Charge and shall be responsible for all activities as defined in Smart City guide lines including Quality & Safety.
- 5.61.9 In case any operation connected with the works necessitates diversion, obstruction or closure of any road or any other right of way, the approval of the Engineer-in-charge or the Engineer's Representative and the respective competent authorities shall be obtained well in advance by the Contractor. In case the Contractor's operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. The Contractor will also be responsible to ensure completion of his work with utmost effort in earliest possible period to ensure minimum inconvenience to the public at large. If in the opinion of the Engineer-in-Charge, the work has not been done in time and the passage way not restored satisfactorily in time, he may after giving a notice of seven days have the work done through any other agency. He will in these circumstances enter the work done as work done by the contractor in measurement book and pay for the same to the contractor and also recover the actual cost paid by him for the work plus 5% of the value of this work from the payments or any other money due to the contractor.
- 5.61.10 During the execution of work obtaining electricity and water supply for the execution of works, will be in the scope of contractor.



5.61.11 The Contractor shall place order for the material and the equipment only after approval of the Engineer-in-charge. The Contractor shall submit material approval requests and the detailed drawings to the Engineer-in-charge for approval. All the items have to be approved by the Engineer-in-charge prior to planting on site. Provided however, the testing, approval for dispatching shall not absolve the Contractor's obligations for satisfactory performance of the equipment/material. Before commencement of every element of work the Contractor has to submit to the Engineer -in- Charge a Request for Inspection (RFI) and get approval for the same.

## **5.62 Good Engineering Practice**

5.62.1 In respect of the Contractor, its subcontractors, and all other such third-party agents of the Contractor, practices, methods, techniques and standards, as changed from time to time, that are generally accepted for use internationally and all other facility during construction, development, operations and maintenance, taking into account conditions in India shall be adhered to.

## **5.63 Labour (Clause 5.14.2 of Conditions of Contract):**

### **5.63.1 Engagement of all Staff and Labour:**

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

### **5.63.2 Compliance with Labour Regulations:**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye Laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover

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

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

#### **5.64 Protection of Environment (Clause 5.14.3 of Conditions of Contract):**

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

#### **5.65 Disputes Resolution Mechanism**

- a. If any dispute or differences of any kind what-so-ever arise between the JSCL, its authorized representatives and the Contractor in connection with or arising out of this Contract or the execution of Work, it will be first attempted to be resolved amicably in accordance with the conciliation procedure set forth below Whether before its commencement or during the progress of Project/ Works or after the termination, abandonment or breach of the Contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by the other party, be referred for settlement to the Engineer-in-charge of the Works and he shall, within a period of thirty (30) days after being requested in writing by either party, mediate and convey his decision.
- b. If the Employer has conveyed his decision and no claim for arbitration has been filed by either party within a period of thirty (30) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the party and will not be a subject matter of arbitration at all.
- c. If the meditation/ conciliation fails, either party may require such Dispute to be referred to the Chairman of Board of directors of JSCL and the Chairman or Chief Executive of the Contractor for amicable settlement; such persons shall meet within 7 days of the Dispute being referred to them. If the dispute is not amicably settled within 30(thirty) days of the matter being referred to the above persons, either party may refer the Dispute to arbitration.
- d. All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration by the Arbitral Tribunal consisting of the sole Arbitrator to be nominated by the CEO-JSCL.
- e. The reference to the Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim during the execution of Work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitral Tribunal shall be made within six (6) calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent by the Engineer-in-charge (whose decision in this respect shall be final and binding) to the Contractor to the effect that his final bill is ready, whichever is earlier.

- f. The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law thereunder or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- g. The Arbitrator/ Arbitral Tribunal shall give a reasoned award for each claim/ counter claim.
- h. The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
- i. **The venue of arbitration shall be Jammu, UT of J&K.** The Works under the contract shall continue during the arbitration proceedings.
- j. The stamp fee due on the award shall be payable by the party as desired by the Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- k. Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six (6) months of the following: -
  - i. of the date of completion of the Work as certified by the Engineer-in- charge, or
  - ii. of the date of abandonment of the Work or breach of Contract under any of its clauses, or
  - iii. of its non-commencement or non-resumption of Work within ten (10) days of written notice for commencement or resumption as applicable, or
  - iv. of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the Contract, or
  - v. of receiving an intimation from the Engineer-in-charge that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.
- l. No question relating to this Contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the Contract. The pending arbitration proceedings shall not disentitle the Engineer-in charge to terminate the Contract and to make alternate arrangement for completion of the Works.
- m. Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However, the Arbitrator/Arbitral Tribunal shall make every effort to decide each claim within a period of six (6) months from the date of
- n. initiation.
- o. The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

## **5.66 Force Majeure (Clause 5.10.1 Employer's Risks)**

### **5.66.1 Definition of Force Majeure**

5.66.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

- a. which is beyond a Party's control,
- b. which such Party could not reasonably have provided against before entering into the Contract,
- c. which, having arisen, such Party could not reasonably have avoided or overcome, and
- d. which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
  - i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - ii. rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
  - iii. riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
  - iv. munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
  - v. natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

#### **5.66.2 Notice of Force Majeure**

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

#### **5.66.3 Duty to Minimise Delay**

Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

#### **5.66.4 Consequences of Force Majeure**

If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Clause 5.68.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 5.62 [Contractor's Claims] to:

- i. an extension of time for any such delay, if completion is or will be delayed, under Clause 5.24 Extension of the Intended time of completion
- ii. if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Clause 5.68.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in the Country,

payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Clause 5.11 Insurances.

After receiving this notice, the Engineer shall proceed to determine these matters.

#### **5.66.5 Force Majeure Affecting Subcontractor**

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

#### **5.66.6 Optional Termination, Payment and Release**

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 5.66.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given.

Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

the amounts payable for any work carried out for which a price is stated in the Contract;

- i. the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- ii. other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- iii. the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works and
- iv. the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

#### **5.66.7 Release from Performance**

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- i. the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- ii. the sum payable by the Employer to the Contractor shall be the same as would have been payable under Clause 5.66.6 [Optional Termination, Payment and Release]

## SECTION 6: - CONTRACT DATA

### CONTRACT DATA

Name of the Project/Works: "Request for proposal for Engineering, Procurement and Construction of Static Ad Panels at Various locations in Jammu City"

Contract Identification No.: \_\_\_\_\_

*The Contract Data hereunder pertains to some specific, but in no way exhaustive, information on the Project/Works. The Bidders are required to study and account for this data in conjunction to various other Sections of the Document. GCC stands for 'General Conditions of Contract'. ITB stands for 'Instructions to Bidders'.*

CONDITIONS	REF. CC CLAUSE	DATA			
JSQL's name and address		CHIEF EXECUTIVE OFFICER Jammu Smart City Limited, Jammu			
Engineer-in-charge's name and address		Team Leader, PMC- JSCL			
Defect Liability Period		Defect Liability Period: 1 year from the date of successful completion of project			
Start Date		The start date of the contract shall be seven days after the date of issue of LoA or signing of the Contract, whichever is earlier.			
Intended Date of Completion	5.15	The intended completion date for the whole construction works in 8 (eight) months after start of work			
Additional Documents that also form part of contract		<ol style="list-style-type: none"> <li>1. Work Program</li> <li>2. Methodology</li> <li>3. Planned Value Statement</li> <li>4. Environment Management Plan</li> <li>5. Major items of Construction Equipment</li> <li>6. Qualification and Experience of Key Personnel</li> <li>7. Evidence of access to financial resources</li> <li>8. Name, Address, E-mail ID, Telephone no of Contractors Bankers</li> <li>9. Proposed Subcontractors</li> </ol> All to be submitted as part of the Contract Agreement.			
Stage Payment Schedule		The Stage Payment Schedule shall be submitted by contractor after issue of LoA and before signing of agreement which will be approved by the Engineer-in-Charge after discussions and mutual consent.			
The law which applies to the Contract	5.3	The Laws of Jammu & Kashmir/ the Union of India			
The Language of the Contract Documents	5.3	English			
Amounts of Insurance & Deduction by Engineer-in-charge in case of failure on part of Contractor to get the insurance policies	5.11	ITEM	Amount to be insured	Deductibles	
		A.	Loss of or damage to the works, plants and materials	5.0% of contract value	Deductibles for insurance shall be as per latest tariff of General Insurance Company of India plus
		B.	Loss of or damage to equipment	2.5% of contract value	
		C.	Loss of or damage to property (except works, plant, material and equipment) in	1.0% of contract value	

			connection with the contract		20% of premium amount for items A, B C & D.
		D.	Personal injury or death	Rs. 1 lac per occurrences for maximum three Occurrences	
The Period of Submission of the Work Program for approval by Engineer-in-charge	3.4.3	<ol style="list-style-type: none"> <li>fourteen (14) days from the issue of Letter of Award</li> <li>The updated program shall be submitted at interval of one month.</li> <li>The Penalty for late Submission of an updated program shall be 0.01 % of contract price for each interval of one month or a part thereof</li> </ol>			
Variation	5.1.40	No increase in rates of any items specified in Scope of Work/ Bill of Quantity is allowed due to variation in Quantities.			
Stages of Payment	5.40.3	Payment during construction period shall be released monthly as per actual completed work, based on the agreed stage payment schedule			
The currency of the Contract	3.14	Indian Rupees			
The formula (e) for adjustment of prices		No Price Adjustment is applicable in this Contract			
Retention money	5.45	5% of each payment will be withheld as retention money from every payment made to the contractor. 50% of the Retention money shall be released at the end of Construction period & issue of completion certificate and balance 50% at the end of DLP & issue of performance certificate.			
Delay Damages	5.46	Delay damages per week shall be 0.05% per day of the Contract Price subject to the maximum of 10% of Contract Price.			
Escrow Account	5.1.28	Not Applicable.			
Advance Payment	5.47	<p>Advance payment amount shall be equal to 10% of the Contract value, which shall be released on receipt of BG from Nationalised Bank equal to 110% of the value of Advance Payment Amount/ Mobilization Advance.</p> <p>Recovery of Advance payment shall be made from payment certificate based on the percentage of Works completed, Recovery shall be completed in the payment certificate before the final certificate.</p> <p>The mobilization advance/ advance payment shall be released to the contractor as per following conditions:</p> <ol style="list-style-type: none"> <li>5.0% of Contact Cost after signing of Contract Agreement and submission of BG from Nationalised Bank.</li> <li>5.0% of Contract Cost after mobilization of men and Machinery as per contract at site, establishment of site office.</li> </ol> <p>The interest on advance payments shall be charged by the Employer as per the Prime Lending Rate RBI interest rates at the time of Signing of Contract Agreement.</p>			
Performance Security	5.49	<p>The Performance Security shall be 03 (three) percent of the Contract Price.</p> <p>In case, the bid is unbalanced the additional BG as per clause 3.28.9 of ITB Section-3 and as specified in Contract Data shall be applicable. The Contractor shall submit the Performance security within 21 days of receiving the Letter of Award. Performance Security shall be valid for 60 days beyond the Defect Liability Period and shall be released thereafter.</p>			
Operation & Maintenance Period	5.54	Not Applicable			

If "As Built drawings required		Yes
The date by which "As Built drawings are required		As built drawings of the works completed against which last interim payment is claimed, shall be submitted together with last interim payment claim as evidence of completion of work.
Format for delivery of "As Built drawings		In two sets of Print and in Pen Drive.
The amount to be withheld for failing to supply "As Built" drawings, if any, by the date required		Rs. 5,00,000/- (Rupees five Lakh) or 1% (one percent) of the Contract amount, whichever is higher
Dispute Resolution Mechanism	5.22	As mentioned in Section 5 Conditions of Contract.
The percentage to apply to the value of the work not completed representing the Employers' additional cost for completing the works	5.57.1	Shall be 20.0%



## SECTION 7: -SCOPE OF WORK & TECHNICAL SPECIFICATIONS

### 1. CIVIL WORK

#### 1.1 Static Ad Panels at Various Locations in Jammu City.

##### 1.1.1 STATIC AD PANEL (ONE LEG BUTTERFLY) 3.05m: (08 Nos)

- Vertical pipe MS pipe of 350mm NB dia 12.7 mm thick.
- Frame MS pipe of 80mm NB dia 4.85 mm thick.
- 20 mm thick M.S Base Plate for vertical pipe (Top and Bottom).
- 10 mm thick M.S. plate for stiffeners (Top and Bottom).
- Anchor bolt M16 with 1200 mm long (8 nos).
- Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete: On Steel works.
- Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits, and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift up to 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed, within a lead of 50 meters: All kinds of soil (for foundation)
- Laying in position cement concrete of specified grade including curing but excluding the cost of centering and shuttering. All work up to plinth level with 1:4:8 (1 cement: 4 coarse sands: 8 graded stone aggregate 40 mm nominal size).
- Laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.
- Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position, and binding all complete Cold twisted bars.
- The minimum steel in foundation must be 100 kg/cum.
- Dispose of all debris and excavated surplus earth at the location identify by Contractor beyond 7 KM or as indicated by the Engineer in Charge
- Refer drawings for minimum specifications.

##### 1.1.2 STATIC AD PANEL (ONE LEG BUTTERFLY) 6.10m: (82 Nos)

- Vertical pipe MS pipe of 350mm NB dia 12.7 mm thick.
- Support pipe MS pipe of 150mm NB dia 5.40 mm thick
- Frame MS pipe of 150mm NB dia 5.40 mm thick, MS pipe of 80mm NB dia 4.85 mm thick.
- 20 mm thick M.S Base Plate for vertical pipe (Top and Bottom).
- 10 mm thick M.S. plate for stiffeners (Top and Bottom).

- Anchor bolt M16 with 1200 mm long (8 nos).
- Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete: On Steel works.
- Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits, and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift up to 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed, within a lead of 50 meters: All kinds of soil (for foundation)
- Laying in position cement concrete of specified grade including curing but excluding the cost of centering and shuttering. All work up to plinth level with 1:4:8 (1 cement: 4 coarse sands: 8 graded stone aggregate 40 mm nominal size).
- Laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.
- Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position, and binding all complete Cold twisted bars.
- The minimum steel in foundation must be 100 kg/cum.
- Dispose of all debris and excavated surplus earth at the location identify by Contractor beyond 7 KM or as indicated by the Engineer in Charge
- Refer drawings for minimum specifications.

**1.1.3 STATIC AD PANEL (ONE LEG BUTTERFLY) 9.15m: (10 Nos)**

- Vertical pipe MS pipe of 500mm NB dia 12.70 mm thick.
- Support pipe MS pipe of 150mm NB dia 5.40 mm thick
- Frame MS pipe of 150mm NB dia 5.40 mm thick, MS pipe of 80mm NB dia 4.85 mm thick.
- 20 mm thick M.S Base Plate for vertical pipe (Top and Bottom).
- 10 mm thick M.S. plate for stiffeners (Top and Bottom).
- Anchor bolt M16 with 1200 mm long (8 nos).
- Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete: On Steel works.
- Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits, and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift up to 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed, within a lead of 50 meters: All kinds of soil (for foundation)

- Laying in position cement concrete of specified grade including curing but excluding the cost of centering and shuttering. All work up to plinth level with 1:4:8 (1 cement: 4 coarse sands: 8 graded stone aggregate 40 mm nominal size).
- Laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.
- Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position, and binding all complete Cold twisted bars.
- The minimum steel in foundation must be 100 kg/cum.
- Dispose of all debris and excavated surplus earth at the location identify by Contractor beyond 7 KM or as indicated by the Engineer in Charge.
- Refer drawings for minimum specifications

#### **1.1.4 STATIC AD PANEL (TWO LEG) 9.15m:**

**(8 Nos)**

- Vertical pipe MS pipe of 500mm NB dia 12.70 mm thick.
- Support pipe MS pipe of 150mm NB dia 5.40 mm thick
- Frame MS pipe of 150mm NB dia 5.40 mm thick, MS pipe of 80mm NB dia 4.85 mm thick.
- 20 mm thick M.S Base Plate for vertical pipe (Top and Bottom).
- 10 mm thick M.S. plate for stiffeners (Top and Bottom).
- Anchor bolt M16 with 1200 mm long (8 nos).
- Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete: On Steel works.
- Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits, and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift up to 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed, within a lead of 50 meters: All kinds of soil (for foundation)
- Laying in position cement concrete of specified grade including curing but excluding the cost of centering and shuttering. All work up to plinth level with 1:4:8 (1 cement: 4 coarse sands: 8 graded stone aggregate 40 mm nominal size).
- Laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.

- Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position, and binding all complete Cold twisted bars.
- The minimum steel in foundation must be 100 kg/cum.
- Dispose of all debris and excavated surplus earth at the location identify by Contractor beyond 7 KM or as indicated by the Engineer in Charge.
- Refer drawings for minimum specifications

#### **1.1.5 STATIC AD PANEL (TWO LEG) 12.19m: (2 Nos)**

- Vertical pipe MS pipe of 500mm NB dia 12.70 mm thick.
- Support pipe MS pipe of 150mm NB dia 5.40 mm thick
- Frame MS pipe of 150mm NB dia 5.40 mm thick, MS pipe of 80mm NB dia 4.85 mm thick.
- 20 mm thick M.S Base Plate for vertical pipe (Top and Bottom).
- 10 mm thick M.S. plate for stiffeners (Top and Bottom).
- Anchor bolt M16 with 1200 mm long (8 nos).
- Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete: On Steel works.
- Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits, and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift up to 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed, within a lead of 50 meters: All kinds of soil (for foundation)
- Laying in position cement concrete of specified grade including curing but excluding the cost of centering and shuttering. All work up to plinth level with 1:4:8 (1 cement: 4 coarse sands: 8 graded stone aggregate 40 mm nominal size).
- Laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.
- Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position, and binding all complete Cold twisted bars.
- The minimum steel in foundation must be 100 kg/cum.
- Dispose of all debris and excavated surplus earth at the location identify by Contractor beyond 7 KM or as indicated by the Engineer in Charge.
- Refer drawings for minimum specifications

#### **1.2 Plain and Reinforced Cement Concrete Works (PCC & RCC)**

All concrete included in the works shall comply with the general requirements of this section of the specification except where those requirements are modified by the provisions of later clauses relating to

specialized uses for concrete in which case the requirements of those clauses shall take precedence. The items under this sub-head will be executed as per Punjab PWD specifications with latest amendments. The cement concrete 1:4:8 / 1:6:12 with stone ballast or shingle will be provided for all Foundations and Trenches etc. to provide a Base for Construction as per drawings attached.

### **1.3 CEMENT CONCRETE**

#### **1.3.1 General**

The quality of materials and method and control of manufacture and transportation of all concrete work irrespective of mix, whether reinforced or otherwise, shall conform to the applicable portions of this specification.

The Engineer shall have the right to inspect the source/s of material/s, the layout and operation of procurement and storage of materials, the concrete batching and mixing equipment and the quality control system. Such an inspection shall be arranged, and Engineer's approval obtained, prior to starting of concrete work.

#### **1.3.2 Materials for Standard Concrete**

The ingredients to be used in the manufacture of concrete shall consist solely of Pozzolana Portland cement, clean sand, natural coarse aggregate, clean water, and admixtures, if specifically called for on drawings or specifications, or to the approval of the Engineer if conditions at site warrant its use.

#### **1.3.3 Cement**

Unless otherwise specified in the Specification or called for by the Engineer, cement shall be Pozzolana Portland cement Grade 43 in 50 kg. Bags conforming to IS:1489 latest edition unless specifically defined. The use of bulk cement will be permitted only with the approval of the Engineer. Changing of brands or type of cement within the same structure should be avoided as far as possible.

Sample shall be tested at approved Laboratory on Contractor's cost from each lot of cement delivered at site.

The Contractor will have to make his own arrangements for the supply and storage of an adequate quantity of cement. Employer will not supply cement. It will be the responsibility of the Contractor to ensure adequate and proper storage and complete protection from dampness, contamination and minimize caking and false set. Cement bags shall be stored in a dry enclosed shed (storage under tarpaulins will not be permitted), well away from the outer walls, and insulated from the floor to avoid contact with moisture from the ground and so arranged as to provide ready access. Damaged or reclaimed or partly set cement will not be permitted to be used and shall be removed from the site. The storage arrangement shall be such there is no dead storage. Not more than 12 bags shall be stacked in any tier. The Engineer shall approve the storage arrangement. Consignment's cement shall be stored as received and shall be consumed in the order of their delivery.

Cement held in storage for a period of ninety (90) days or longer shall be tested. Should at any time the Engineer have reasons to consider that any cement is defective, then irrespective of its origin, date of manufacture and/or manufacture's test certificate, such cement shall be tested immediately at the Contractor's cost at the approved laboratory and until the results of such tests are found satisfactory, it

shall not be used in any work. The Contractor shall not be entitled to any claim of any nature on this account.

The contractor shall request the cement manufacturer to forward to his site office the certificate of conformity in accordance with IS 8112 (latest revision). The test certificate shall be related to the date of delivery at site on consignment. The frequency deliveries shall be such as to ensure that no cement is more than 3 months old when used in the works.

#### **1.3.4 Admixtures and Additives**

Admixture in Concrete shall conform to IS: 9103. The Water Proofing Cement Additives shall conform to IS: 2645. Concrete Admixture/Additives shall be approved by Purchaser.

The Water Reducing Set Retarding Admixture shall be an approved Brand of Lingo - Sulphonate Type Admixture. The Water Proofing Cement Additives shall be used as required/advised by the Purchaser.

#### **1.3.5 Aggregates**

##### **i) General**

'Aggregate' in general designates both fine and coarse inert materials which are used in the manufacture of concrete.

Fine Aggregate Zone II as per is code 383 (Latest).

Coarse Aggregate passing 20 mm and retained on 4.75 mm IS sieve.

All fine and coarse aggregates proposed for use in the Works shall be subject to the Engineer's approval and after specific materials have been accepted, the source of supply of such materials shall not be changed without prior approval of the Engineer.

Aggregates shall, except as noted above, consist of natural sands, crushed stone and gravel from a source known to produce satisfactory aggregate for concrete and shall be chemically inert, strong, hard, durable against weathering, of limited porosity and free from deleterious materials that may cause corrosion of the reinforcement or may impair the strength shall such as to produce a dense concrete of specified strength and consistency that will work readily into position without segregation and shall be based on the "mix design" and preliminary tests on concrete specified later.

##### **ii) Sampling and Testing**

Samples of the aggregates for mix design and determination of suitability shall be taken under the supervision of Engineer and delivered to the laboratory, well in advance of the scheduled placing of concrete. Records of tests which have been made on proposed aggregates and on concrete made from this source of aggregates shall be furnished to Engineer in advance of the work for use in determining aggregate suitability. The costs of all such tests, sampling, etc., shall be borne by Contractor.

#### **1.3.6 Storage of Aggregates**

All coarse and fine aggregates shall be stacked separately in stockpiles in the material yard near the work site in bins properly constructed to avoid intermixing of different aggregates. Contamination with foreign material and earth during storage and while heaping the materials shall be avoided. The aggregate must be of specified quality not only at the time of receiving at site but more so at the time of loading into mixer. Rakers shall be used for lifting the coarse aggregates from bins or stockpiles. Coarse aggregate shall be piled in layers not exceeding 1.20 meters in height to prevent coning or segregation. Each layer shall cover the

entire area of the stockpile before succeeding layers are started. Aggregates that have become segregated shall be rejected. Rejected material after remixing may be accepted if subsequent tests demonstrate conformance with required gradation.

### 1.3.7 FINE AGGREGATE

Fine aggregate shall consist of natural or crushed sand conforming to I.S. 383. The sand shall be clean, sharp, hard strong and durable and shall be free from dust, vegetable substances, adherent coating, clay, alkali, organic matter, mica, salt, or other deleterious substances, which can be injurious to the setting qualities/strength/durability of concrete.

#### 1.3.7.1 Machine-made Sand

Machine-made sand will be acceptable, provided the constituent rock gravel composition shall be sound, hard, dense, non-organic, uncoated, and durable against weathering.

#### 1.3.7.2 Screening and Washing

Sand shall be prepared for use by such screening or washing, or both, as necessary, to remove all objectionable foreign matter while separating the sand grains to the required size tractions.

#### 1.3.7.3 Foreign Material Limitations

The percentage of deleterious substance in sand delivered to, the mixer shall not exceed the following:

		Percent by weight	
		Uncrushed	Crushed
i)	Material finer than 75 micron I.S. sieve	3.00	15.00
ii)	Shale	1.00	---
iii)	Coal and lignite	1.00	1.00
iv)	Clay lumps	1.00	1.00
v)	Total of all above substances including items (i) to (iv) for uncrushed sand and items (iii) and (iv) for crushed sand	5.00	2.00

#### 1.3.7.4 Gradation

Unless otherwise directed or approved by the Engineer, the grading of sand shall be within the limits indicated hereunder.

I.S. Sieve Designation	Percentage passing for			
	Grading Zone I	Grading Zone II	Grading Zone III	Grading Zone IV
10 mm	100	100	100	100
4.75 mm	90-100	90-100	90-100	95-100
2.36mm	60-95	75-100	85-100	95-100
1.18mm	30-70	55-90	75-100	90-100
600 micron	15-34	35-59	60-79	80-100
300 micron	5-20	8-30	12-40	15-50
150 micron	0-10	0-10	0-10	0-15

Where the grading falls outside the limits of any grading zone of sieves, other than 600-micron I.S. sieve, by total amount not exceeding 5 percent, it shall be regarded as falling within that grading zone. This tolerance shall not be applied to percentage passing the 600-micron IS. Sieve or to percentage passing any other sieve size on the coarser limit of Grading Zone I or the finer limit of Grading Zone IV. Fine aggregates conforming to Grading Zone IV shall be used unless mix designs and preliminary tests shall show its suitability for producing concrete of specified strength and workability.

#### **1.3.7.5 Fineness Modulus**

The sand shall have a fineness modulus of not less than 2.2 or more than 3.2. The fineness modulus is determined by adding the cumulative percentages retained on the following I.S. sieve sizes (4.75mm, 2.36mm, 1.18mm, 600micron, 300micron and 150micron) and dividing the sum by 100.

#### **1.3.8 COARSE AGGREGATE**

Coarse aggregate for concrete, except as noted above, shall conform to IS: 383. This shall consist of natural or crushed stone and gravel, and shall be clean, and free from elongated, flaky, or laminated pieces, adhering coatings, clay lumps, coal residue, clinkers, slag, alkali, mica, organic matter, or other deleterious matter.

##### **1.3.8.1 Screening and Washing**

Natural gravel and crushed rock shall be screened and/or washed for the removal of dirt or dust coating, if so, directed by the Engineer.

##### **1.3.8.2 Grading**

Coarse aggregate shall be either in single size or graded, in both cases the grading shall be within the following limits:



I.S. Sieve Designation	Percentage passing for single sized aggregate of nominal size					Percentage passing for Graded aggregate of nominal size			
	40 mm	20mm	16mm	12.5mm	10mm	40 mm	20mm	16 mm	12.5 mm
63 mm	100	--	--	--	--	100	--	--	--
40 mm	85-100	100	--	--	--	95-100	100	--	--
20mm	0-20	85-100	100	--	--	30-70	95-100	100	
16mm	--	--	85-100	100	--	--	--	90-100	--
12.5 mm	--	--	--	85- 100	100	--	--	--	90-100
10mm	0-5	0-20	0-30	0-45	85-100	10-35	25-55	30-70	40-85
4.75mm	--	0-5	0-5	0-10	0-20	0-5	0-10	0-10	0-10
2.36 mm	--	--	--	--	0-5	--	--	--	--

The pieces shall be angular in shape and shall have granular or crystalline surfaces. Friable, flaky, and laminated pieces, mica, and shale, if present, shall be only in such quantities that will not, in the opinion of the Engineer, affect adversely the strength and/or durability of concrete. The maximum size of coarse aggregate shall be the maximum size specified above, but in no case greater than 1/4 the minimum thickness of the member, provided that the concrete can be placed without difficulty to surround all reinforcement thoroughly and fill the corners of the form. Plums above 160 mm and up to any reasonable size can be used in plain mass concrete work of large dimensions up to a maximum limit of 20% by volume of concrete when specifically approved by Engineers. For heavily reinforced concrete members, the nominal maximum size of the aggregate shall be 5 mm less than the minimum clear distance between the reinforcing main bars or 5 mm less than the minimum cover to the reinforcement whichever is smaller. The number of fine particles occurring in the Free State or as loose adherent shall not exceed 1% when determined by laboratory sedimentation tests as per I.S, 2386. After 24 hours immersion in water, a previously dried sample shall not have gained more than 10% of its oven dry weight in air, as determined by I.S. 2386.

### 1.3.8.3 Foreign Material Limitations

The percentage of deleterious substances in the aggregate delivered to the mixer shall not exceed the following:

	Foreign Material	Percent by weight	
		Uncrushed	Crushed
i)	Material finer than 75 micron I.S. sieve	3.00	3.00
ii)	Coal and lignite	1.00	1.00
iii)	Clay lumps	1.00	1.00
iv)	Soft fragments	3.00	--
v)	Total of all the above substances	5.00	5.00

#### 1.3.8.4 Quarry Materials

The materials like crushed bajri, stone metal, coarse sand etc. shall be arranged from approved quarries.

#### 1.3.9 WATER

Water for mixing concrete shall be clean & free from harmful material and comply with the requirements of IS 456 latest.

#### 1.4 FORMWORK (CPWD Specifications clause No. 5.2)

All works under this sub-head will be executed as per C.P.W.D specifications (latest). The concreting should be done in the scientific and methodical manner to give a uniform finish in line and level, so that minimum rendering and plastering is done. Design mix concrete shall be used for concrete of grade M-25 and above as per requirements. The contractor shall get the Mix design approved from approved lab/ institute as approved by the Engineer in charge. (Only Steel Shuttering is to be used).

##### 1.4.1 STEEL

The reinforcement steel of Fe 500 grade (TMT) shall be used for all RCC work under this sub-head unless and until it is otherwise specified by the Engineer in Charge, which will confirm to relevant BIS specifications and codes.

##### 1.4.2 Make

The recommended approved makes for steel are TATA, SAIL and TISCO. The reinforcement steel shall be procured from the main plants/manufacturers of the approved makes. The steel to be used shall conform relevant BIS standards.

##### 1.4.3 M S Pipes

M S pipe section shall conform IS 1239(Part -1) latest.

##### 1.4.4 Plates and Stiffeners

Plate and stiffeners shall conform to IS 2062 latest

#### 1.4.5 Foundation bolt, Nut, Bolts and Washer

Foundation bolts shall conform IS 5624 latest. High strength bolts shall conform IS 1367 whereas bolts, nut etc. Shall conform to IS 136

#### 1.4.6 Washers

Plain washers shall be made of mild steel conforming to IS: 5369 unless noted otherwise. Minimum one washer shall be supplied for each bolt and in case of special types of bolts more than one washer as required for the purpose shall be supplied. Helical spring washer conforming to IS: 6755: 1980 shall be provided for bolts. Washers for high strength friction bolts shall conform to IS: 6649: 1985.

#### 1.4.7 Welding Consumables

Covered electrodes (for metal arc welding of structural steel) shall conform to IS: 814 & IS: 2062. Filler rods & wires for gas welding shall conform to IS: 1278: 1972 Base wire electrodes (in submerged arc welding of structural steel) shall conform to IS: 7280: 1974 The combination of wire and flux shall comply with the requirements of IS: 3613: 1974 Filler rods & base electrodes (for gas shield arc welding of structural steel) shall conform to IS: 6419: 1996 Welding consumables & procedures shall be such that the mechanical properties of deposited weld metal are not less than the respective minimum values for the parent metal being welded.

***NOTE: All Nuts, Bolts and washers must be zinc plated as per relevant standard to avoid rusting, and also, the bolts and nuts must be tightened to their mandated torque using torque wrench.***

## 2. Project Overview

### 2.1 Project Vision and Objectives

The advertisement works in Jammu city is intended to disseminate information regarding the Government policies, drives undertaken from time to time as well as provide information about various agencies and commercial establishments regarding their business and promotional activities. The work should also add aesthetic value to the public information system in the city. In the imminent future, these stand-alone advertisement spaces could be scaled up to Variable Message Displays (VMDs).

#### The accrued benefits could be summarised as:

- ✚ Revenue augmentation
- ✚ Integrated Command and Control Centre (ICCC) integration
- ✚ License Fees Augmentation Through e-Auction
- ✚ Innovative Media
- ✚ Media Licencing

#### 2.2 Intended users are identified as:

- ✚ Self-Signage Ad Revenue
- ✚ Commercial Institutes
- ✚ Shops / Outlets

- ✚ Hotels / Restaurants
- ✚ Malls / Marts / Shopping Complex / Cinema Halls
- ✚ Construction Building Advertisement
- ✚ Moving Vehicle (Motorised / Non-motorised Advertisement)
- ✚ All government agencies (via JMC)

### 2.3 Activities envisaged:

The activities envisaged to be undertaken under this project are divided into three phases:

- ✚ Pre-Implementation Phase
- ✚ Implementation Phase
- ✚ Post Implementation Phase

### 2.4 Pre-Implementation Phase

- Conducting site survey, obtaining necessary permissions, developing system requirements, standard operating procedures etc.
- Providing physical layout– This layout shall contain the following:
  - Civil, Electrical, Mechanical Drawings of the locations and structures for all Locations
- Assessment of IT Infrastructure and Non-IT Infrastructure requirements, business processes, software requirements, integration requirement and connectivity requirements.
- Formulation of User Acceptance Test cases

### 2.5 Implementation Phase

- Physical Setup as per the layout accepted by Jammu Smart City Limited.
- IT and Non-IT Infrastructure installation, development, testing and production environment setup.
- Preparation of User Manuals, training curriculum and training materials.

### 2.6 Post Implementation Scope for the Operations and Maintenance Phase

- Deploying manpower onsite or remotely for solution Operation, maintenance and monitoring support which includes change request management, bug tracking and resolution, production support, performing version and patch updates.
- Regular inspection for each Ad Panel to be conducted every month.
- Preventive, repair maintenance and replacement as applicable under the warranty and AMC services during the contract period.
- Recurring refresher trainings for the users and Change Management activities.
- Provide facility, information and required access to Jammu Smart City Limited staff or its authorized agency for doing various kinds of audits as and when required.
- Overall maintenance and continuity of Operations as per Service Level Agreement (SLA).

**The phase-II shall be for the purpose of subletting the structure and substructure to the successful bidder for intended advertisements.**

### 2.7 Measurements for Payment

Aluminium or steel overhead Static Ad Panel Structure shall be measured for payment as specified in MORT&H specifications (fifth revision) clause No. 802.7 and rate for payment for Static Ad Panel structure shall be as specified in MORT&H specifications (fifth revision) clause No. 802.8.

Relevant sections and clauses of IS 1200 shall also be considered for the aforementioned subject matter.

### 3. Defect Liability Period:

**BIDDER LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD:** If the contractor or his working people damage, deface, injure or destroy any part of building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage occurs to the work while in progress, from any cause whatsoever or if any defect, shrinkage or other faults / defects / improper performance of the structure/ sub-structures (foundation)/ installation etc. appear in the work within 12 months after a certificate final or otherwise of its completion is issued by the Engineer-in-Charge or authorised officer arising out of defective or improper materials or workmanship, the contractor shall upon receipt of such a notice in writing in this regard, make the same good at his own expense, or in default, the Engineer-in-Charge or authorised officer can cause the same to be made good by other workmen and deduct 150% of the expense from any sums that may be due, or at any time thereafter that may become due to the contractor, or from his security deposit, or the proceed of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of 12 months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

### 4. Project Background

#### 4.1 Current Initiatives of Jammu City

Several initiatives have already been taken under the aegis of Jammu Smart City Ltd. (SPV) to improve the urban experience of the population including tourists. These include but are not limited to installation of Way finding Signages, establishing of WIFI zones, improving the drainage scenario in the city, improvement of 23 junctions, establishment of Heritage trail, creating Multi Level Car parking, Smart parking, etc. Establishment of Green corridor is also envisaged to reduce the carbon footprint of the city dwellers. Besides the foregoing, availability of public amenities and drinking water availability is improved.

The present project is envisaged to improve the life experiences of the city dwellers and tourists by ensuring flow of information to all, so that they can experience an enhanced ease of living.

#### 4.2 City Current Challenges

With respect to citizen services of urban development department, following are the major challenges being faced by Jammu city:

- I. Severe pressure on city resources
- II. Unequal distribution of city resources
- III. Lack of social inclusion
- IV. Liveability challenges for citizens
- V. Environmental sustainability

## VI. In efficiency in city Operations

Increasing Population in Jammu is putting a lot of pressure on infrastructure of the city resulting in scarcity of resources. City resources are becoming difficult to manage day by day due to increasing population and further putting pressure on the city administration in terms of optimum utilization of resources. Liveability of city is also a challenge since the residents do not get required city resources. Safety and security of city residents has become a major issue.

It has been observed that presently, the advertisements placed by various stake holders do not follow defined pattern which serves as an eye-sore to the visitors as well as city dwellers. The current initiative is also driven by this desire to improve the city scape, by standardising the advertisements both in terms of size and locations.

Unplanned growth is also resulting in environmental sustainability of the city. An inefficient city is also not preferred as investment destination which in turn results in less employment opportunity for residents. These factors are putting severe pressure on city administrators in terms of improvising the living conditions of the citizens in the city.

These issues can be mitigated through the adoption of scalable solutions that take advantage of information and communications technology (ICT) to increase efficiencies, reduce costs, and enhance quality of life. However, the key obstacle in implementing such scalable ICT solutions is the complexity of how cities are operated, financed, regulated, and planned. For example, many applications are being developed independently, resulting in:

- I. Isolation of infrastructure and IT resources
- II. No sharing of intelligence and information like video feeds, data from sensors, etc.
- III. Duplication in investment and effort
- IV. Difficulty in scaling infrastructure management

Various perspectives of the implementation of Smart City Solutions and hurdles or challenges in each of them, are listed below:

- Cities have an opportunity to use the network as the platform to offer urban services and to be sustainable. Using the network as the fourth utility - along with electricity, water, and natural gas, cities can integrate multiple systems to deliver on-demand services over a highly secure Internet enabled cloud infrastructure. Such services and related networks can help cities address urban challenges as well as improve their liveability index.
- State-of-the-art systems, such as intelligent transportation, Digital Ad Panels, parking, safety, and energy management, are helping cities to implement Smart City services. City leaders are partnering with private organizations to expand infrastructure and to create scalable systems and processes for economic growth.
- With the aim of providing all citizen services on a single unified network, it is recommended that the city council both leads and facilitates cross-department collaboration, breaking silos of Operations. The methodology brings together different city management services and helps enable information exchange between resources and applications across different domains. This leads to consolidated investments in shared technology infrastructure and a common data layer where multiple services like smart parking, smart traffic, and smart

lighting can be leveraged and delivered. All of these services can then be delivered from a common citywide foundational network.

- This approach not only gives cities a way to maximize returns from their investments but also allows for cross-domain collaboration. In the event of a public safety situation, different department representatives sitting together in a common centre can coordinate their response much better as well.

#### **4.3 Implementation Partner/ System Integrator**

An implementation partner for the project shall be selected by the JSCL through an open competitive bidding process. This may be a single agency or a consortium of multiple agencies that would come together for project execution on commercial terms.

The implementation partner would be the primary owner for detailed project design and the execution of the project on ground. It will be responsible for providing the necessary guidelines and support during the acceptance testing. Thereafter, in the DLP phase of the project, the implementation partner will act as the primary owner for maintenance and operations.

#### **4.4 Transfer of Ownership**

All Commercially off the Shelf (COTS) products/ Open-Source Solutions and related solutions and fixes provided pursuant to the Requirement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of JSCL or mentioning JSCL as the end user of such licenses. System Integrator shall be responsible for arranging any licenses associated with products.

Further, the System Integrator shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the deliverables, goods, services, applications, services etc. provided by the SI under this Agreement shall be acquired in the name of the JSCL and SI shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the JSCL solely for the purpose of execution of any of its obligations under the terms of the agreement (if any). However, subsequent to the term of the Agreement, such approvals etc. shall endure to the exclusive benefit of the JSCL.

## 5. Tentative Locations for Installation of Static Ad Panels

The following Junctions have been tentatively identified to have the Static Ad Panel installed. Till the control room or centralized room would be made available the standalone character of the Static Ad Panel will suffice. The list of junctions which were identified during survey are as follows. However, final list of locations shall be communicated to the selected vendor well before the installation. However, design etc. shall be the responsibility of the vendor.

**Total number of Static Ad Panels to be installed shall be 110 (Cumulative of all Types)**

S. No	Name of Locations (Tentative)
1	Kunjwani chowk, Jammu
2	314A, Gandhi Nagar, Jammu
3	Gole Market, Gandhi Nagar, Jammu
4	Gole Market, Gandhi Nagar, Jammu
5	Bhagwati Nagar Park, Opp Tawi Bridge, Talab Tillo, Jammu
6	4 <sup>th</sup> Tawi Bridge, Ratnauck, Balicharna, Jammu
7	4 <sup>th</sup> Tawi Bridge, Ratnauck, Balicharna, Jammu
8	4 <sup>th</sup> Tawi Bridge Rd, Sanjay Nagar, Jabah, Jammu
9	Tawi Bridge, Sanjay Nagar, Gujarbasti, Jammu
10	255, Bakshi Nagar Flyover, Bakshi Nagar, Jammu
11	255, Bakshi Nagar Flyover, Bakshi Nagar, Jammu
12	Near Govt. Dental College & Hospital, Ambhalla, Jammu
13	H.No 13 BC Road, Rehari Road, Ambhalla , Jammu
14	BC Road, Rehari Road, Ambhalla , Jammu
15	Vivekanand Chowk, Prem Nagar, Old Heritage City, Jammu
16	9, Gulab singh Marg, Prem nagar, Old Heritage City, Jammu
17	Opp. Gumat Petrol Pump, Old Heritage City, Jammu
18	Bahu Road, Gorkha Nagar, Jammu
19	Bahu Road, Gorkha Nagar, Jammu
20	Bahu Road, Gorkha Nagar, Jammu
21	Mini Bus Stand, Trikuta Nagar, Jammu
22	Mini Bus Stand (Matador Stand), Trikuta Nagar, Jammu
23	107, Sector 9, Near Outer Gate Railway Station, Trikuta Nagar, Jammu
24	7, Trikuta Nagar, Jammu
25	Sector 7, Trikuta Nagar, Jammu
26	196, Sector 5, Trikuta Nagar, Jammu
27	Trikuta Nagar, Jammu
28	Trikuta Nagar, Jammu



29	134 1/A, Royal Enclave, South Extn. Trikuta Nagar, Jammu
30	134 1/A, Royal Enclave, South Extn. Trikuta Nagar, Jammu
31	134 1/A, Royal Enclave, South Extn. Trikuta Nagar, Jammu
32	Greater Kailash Road, Greater Kailash, Jammu
33	Greater Kailash Road, Greater Kailash, Jammu
34	Greater Kailash Road, Greater Kailash, Jammu
35	Near Police Check Post, Lane 27, Greater Kailash Jammu
36	Lane No 27, Hair Craft Saloon, Greater Kailash, Jammu
37	Srinagar-kanyakumari Hwy, Greater Kailash, Jammu
38	Purmandal Rd, Greater Kailash, Jammu
39	Godown, Parmandal Morh, Ratnu Chak, Greater Kailash, Jammu
40	NH44, Sidco Factories, Bari Brahmna, Jammu
41	NH44, Sidco Factories, Bari Brahmna, Jammu
42	NH44, Sidco Factories, Bari Brahmna, Jammu
43	Kunjwani Chowk, Jammu
44	Preet Nagar, Jammu
45	Preet Nagar, Jammu
46	Opp. Indian Oil Petrol Pump, NH Meat Market, Gangayal, Jammu
47	Opp. Indian Oil Petrol Pump, NH Meat Market, Gangayal, Jammu
48	Preet Nagar, Jammu
49	Preet Nagar, Jammu
50	Digiana Colony, Digiana Pully, Jammu
51	Digiana Colony, Digiana Pully, Jammu
52	Jeevan Nagar Bus Stop, Digiana, Gadigarh, Jammu
53	Shastri Nagar Bus Stop, Digiana, Gadigarh, Jammu
54	Shastri Nagar Bus Stop, Digiana, Gadigarh, Jammu
55	Shastri Nagar Bus Stop, Digiana, Gadigarh, Jammu
56	White House Lane 55, Greater Kailash, Jammu
57	Jabah, Jammu
58	Jabah, Jammu
59	Gandhi Nagar, Jammu
60	4 <sup>th</sup> Tawi Bridge Rd, Jabah, Jammu
61	4 <sup>th</sup> Tawi Bridge Rd, Jabah, Jammu
62	Asia Building, Nehru Market, Sanjay Nagar, Jabah, Jammu
63	4 <sup>th</sup> Tawi Bridge Rd, Sanjay Nagar, Jabah, Jammu

64	Bikram Chowk Sanjay Nagar, Jabah, Jammu
65	4 <sup>th</sup> Tawi Bridge to Bikram chowk, Sanjay Nagar, Jabah, Jammu
66	Tawi Bridge, Sanjay Nagar, Gujarbasti, Jammu
67	Tawi Bridge, Sanjay Nagar, Gujarbasti, Jammu
68	Tawi Bridge, Sanjay Nagar, Gujarbasti, Jammu
69	Tawi Bridge, Jammu
70	Tawi Bridge, Sanjay Nagar, Nawabad, Jammu
71	Tawi Bridge, Jammu
72	Tawi Bridge, Prem Nagar, Old Heritage City, Jammu
73	Tawi Bridge, Jammu
74	Tawi Bridge 2, Prem Nagar, Old Heritage City, Jammu
75	Indira Gandhi Chowk, Prem Nagar, Gujjar Nagar, Jammu
76	Indira Gandhi Chowk, Prem Nagar, Gujjar Nagar, Jammu
77	Bahu Rd, Gorkha Nagar, Jammu
78	Bahu Rd, Gorkha Nagar, Jammu
79	Bahu Rd, Gorkha Nagar, Jammu
80	Bahu Rd, Gorkha Nagar, Jammu
81	Narwal Mandi, Gorkha Nagar, Jammu
82	NH 44, Narwal Mandi, Gorkha Nagar, Jammu
83	Narwal-Railway station rd, Tansport nagar, Jammu
84	Moga Bus Stand, Jammu
85	Narwal-Railway station rd, Tansport nagar, Jammu
86	Narwal-Railway station rd, Tansport nagar, Jammu
87	Narwal-Railway station rd, University of Jammu, Gujarbasti, Jammu
88	RC Tower, Dr. Ambedkar Chowk, Railway Road, University of Jammu
89	RC Tower, Dr. Ambedkar Chowk, Railway Road, University of Jammu
90	RC Tower, Dr. Ambedkar Chowk, Railway Road, University of Jammu
91	Asia Road, Panama Chowk, Gandhi nagar, Jammu
92	38 B/D, Green Belt Road, Gandhi Nagar, Jammu
93	Sansar Tower, Gandhi Nagar, Trikuta Nagar, Jammu
94	SS Jamwals Residence, Green Belt Road, Gandhi Nagar, Jammu
95	Panchmukhi Air Gaitte, Green Belt Road, Gandhi Nagar, Jammu
96	Power Grid Bhawan, Trikuta Nagar, Jammu
97	BSNL, Trikuta Nagar, Exchange, Vidhata Nagar, Jammu
98	BSNL, Trikuta Nagar, Exchange, Vidhata Nagar, Jammu

99	H.no. 86, Rail Head Complex, Sector 1, Trikuta Nagar
100	H.no. 86, Rail Head Complex, Sector 1, Trikuta Nagar

**\*\*Note:**

- *Apart from the above mentioned 100 Static Ad Panels an additional of 10 Static Ad Panels shall be installed; location for these 10 Static Ad Panels shall be identified during the execution phase.*
- *The competent authority reserves the right to increase or decrease any item of work during the currency of the contract and the contractor will be bound to comply with the orders of the competent authority without any claim for compensation or higher rates for additions and alterations.*
- *Removal of broken, bent, other such sign boards not conforming to IRC/MoRT&H specifications including removing from site in all respects and dumping at a site specified by the Engineer-in charge shall be the entire responsibility of the contractual agency*

## 6. LE Functional Requirements Specifications (FRS)

S. No.	Minimum Specifications	
<b>01.</b>	<b>Type 01: Size of Static Ad Panel 3.05m x 3.05m</b>	
	Pole Height: 6.0m	Clear Height: 6.45m
	Pole Size: MS pipe of 350mm NB dia.	
	Width of Static Ad Panel frame: 600mm	
	<i>** refer drawing: JSCL/SAP/STR./01/01</i>	
<b>02.</b>	<b>Type 02: Size of Static Ad Panel 6.10m x 3.05m</b>	
	Pole Height: 6.0m	Clear Height: 6.45m
	Pole Size: MS pipe of 350mm NB dia.	
	Width Static Ad Panel frame: 600mm	
	<i>** refer drawing: JSCL/SAP/STR./02/01</i>	
<b>03.</b>	<b>Type 03: Size of Static Ad Panel 9.15m x 3.05m</b>	
	Pole Height: 6.0m	Clear Height: 6.45m
	Pole Size: MS pipe of 500mm NB dia.	
	Width of Static Ad Panel frame: 900mm	
	<i>** refer drawing: JSCL/SAP/STR./03/01</i>	
<b>04.</b>	<b>Type 04: Size of Static Ad Panel 9.15m x 4.57m [Two Legged]</b>	
	Pole Height: 6.0m	Clear Height: 6.45m
	Pole Size: MS pipe of 500mm NB dia.	
	Width of Static Ad Panel frame: 900mm	
	<i>** refer drawing: JSCL/SAP/STR./04/01</i>	
<b>05</b>	<b>Type 05: Size of Static Ad Panel 12.19m x 6.10m [Two Legged]</b>	
	Pole Height: 6.0m	Clear Height: 6.45m
	Pole Size: MS pipe of 500mm NB dia.	
	Width of Static Ad Panel frame: 900mm	
	<i>** refer drawing: JSCL/SAP/STR./05/01</i>	

*\*\*\*Refer attached drawings for details*

**NOTE: The Steel Tubes and fabrication of Steel Structure shall conform to the following IS Codes:**

1. IS: 800: 2007 Code of Practice for general construction in Steel
2. IS: 806: 1968 Code of Practice for USE OF Steel Tubes in General Building Construction
3. IS: 808: 1989 Dimensions for Hot Rolled Steel Beam, Column, Channel and Angle Sections
4. IS: 816: 1969 Code of Practice for use of Metal Arc Welding for General Construction in Mild Steel.
5. IS: 1161: 1998 Specification for Steel Tubes for Structural Purposes.
6. IS: 1363 Part 1 & 3: 2002 Black Hexagonal Headed Bolts, Screws, Nuts & Locknuts of Product Grade C- Hexagon Head Bolts (M5-M64)
7. IS: 1367 Part 1 To 3 & 5 To 7: 2002 Technical Supply Conditions for Threaded Steel Fasteners
8. IS: 1852: 1985 Rolling and Cutting Tolerances for Hot Rolled Steel Products
9. IS: 2062: 1999 Steel for General Structural Purposes- Specification
10. IS: 3757: 1985 High Strength Friction Grip Structural Bolts
11. IS: 5334: 2003 Code of Practice for Magnetic Flaw Detection of Welds
12. IS: 5369: 1975 General Requirements for Plain Washers and Lock Washers.
13. IS: 6639: 2005 Specification for Hexagon Bolts for Steel Structures
14. IS: 7205: 1974 Safety Code for Erection of Structural Steel Work
15. IS: 7215: 1974 Tolerances for Fabrication of Steel Structures
16. IS: 8500: 1991 Weldable structural steel (Medium and High Strength qualities)
17. IS: 9595: 1996 Recommendation for metal arc welding of carbon manganese steel
18. IS: 12843: 1989 Tolerances for Erection of Steel Structures.

## 7. Project Timeline/ Milestones:

The time of completion of the project in all aspects is 8 months from the date of its commencement.

### Milestones for the Construction of Static Ad Panels at various locations in Jammu City

***Completion Period: 8 months from the date of commencement.***

Period	Physical Progress of Work
Month-01	Submission of Drawings and Design vetted by IIT/NIT by the Contractor to Engineer-in-Charge
Month-02 upto 15th day	Approval by the Engineer-in-Charge
16th day of Month-02 to end of Month-03	Completion of 15.0% Work
Month-04 to Month-05	Completion of 50.0% Work
Month-06 to Month-07	Completion of 85.0% Work
Month-08	Completion of 100.0% Work

## 8. Locations (Tentative)

### Annexure 01

1. Type 01: Static Ad Panel of Size 3.05m x 3.05m
2. Type 02: Static Ad Panel of Size 6.10m x 3.05m
3. Type 03: Static Ad Panel of Size 9.15m x 3.05m
4. Type 04: Static Ad Panel of Size 9.15m x 4.57m [Two Legged]
5. Type 05: Static Ad Panel of Size 12.19m x 6.10m [Two Legged]

**\*\*NOTE:**

- *100 Static Ad Panels and an additional of 10 Static Ad Panels shall be installed; location for these 10 Static Ad Panels shall be identified during the execution phase.*

## 9. Drawings

### Annexure 02

1. Type 01: Static Ad Panel of Size 3.05m x 3.05m
2. Type 02: Static Ad Panel of Size 6.10m x 3.05m
3. Type 03: Static Ad Panel of Size 9.15m x 3.05m
4. Type 04: Static Ad Panel of Size 9.15m x 4.57m [Two Legged]
5. Type 05: Static Ad Panel of Size 12.19m x 6.10m [Two Legged]

**\*\*NOTE:**

- *The Drawings are only indicative, the final Design/ Drawings to be provided by the contracting agency duly vetted by IIT/NIT at no extra cost to the Employer; and shall be approved by the Engineer- in Charge.*
- *Design and Specifications mentioned in the Drawings shall be considered as minimum.*



## 10. Summary of Static Ad Panel

Summary of Static Ad Panel					
Jammu Smart City Project					
S. no	Description of Item	Unit	Quantity	Rate	Amount
1	Supply and Fixing of Static Ad Panel (one leg butterfly: 3.05m) per the drawings attached. The MS tubular pipes shall be painted with epoxy paint. The Unipole shall be firmly fixed by means of properly designed anchorage foundation (as per the drawing) with nuts and bolts, clamps. Installation work shall be as per relevant clauses of MORT&H specifications, complete in all respect, as per engineer in charge.	Complete Job	08		
2	Supply and Fixing of Static Ad Panel (one leg butterfly: 6.10m) per the drawings attached. The MS tubular pipes shall be painted with epoxy paint. The Unipole shall be firmly fixed by means of properly designed anchorage foundation (as per the drawing) with nuts and bolts, clamps. Installation work shall be as per relevant clauses of MORT&H specifications, complete in all respect, as per engineer in charge.	Complete Job	82		
3	Supply and Fixing of Static Ad Panel (one leg butterfly: 9.15m) per the drawings attached. The MS tubular pipes shall be painted with epoxy paint. The Unipole shall be firmly fixed by means of properly designed anchorage foundation (as per the drawing) with nuts and bolts, clamps. Installation work shall be as per relevant clauses of MORT&H specifications, complete in all respect, as per engineer in charge.	Complete Job	10		
4	Supply and Fixing of Static Ad Panel (two leg: 9.15m) per the drawings attached. The MS tubular pipes shall be painted with epoxy paint. The Unipole shall be firmly fixed by means of properly designed anchorage foundation (as per the drawing) with nuts and bolts, clamps. Installation work shall be as per relevant clauses of MORT&H specifications, complete in all respect, as per engineer in charge.	Complete Job	08		
5	Supply and Fixing of Static Ad Panel (two leg: 12.19m) per the drawings attached. The MS tubular pipes shall be painted with epoxy paint. The Unipole shall be firmly fixed by means of properly designed anchorage foundation (as per the drawing) with nuts and bolts, clamps. Installation work shall be as per relevant clauses of MORT&H specifications, complete in all respect, as per engineer in charge.	Complete Job	02		

**NOTE:** The rate for the works mentioned in Summary of Works from S. No. 1 to 5 shall be quoted separately by the contractor for each item of work.

## **SECTION-8: - CONTRACT FORMS**

- Appendix 1: Details of Bidder
- Appendix 2: Bid Submission Form
- Appendix 3: Financial Bid/Price Schedule
- Appendix 4: Power of Attorney for signing bid
- Appendix 5: Form of Bid Securing Declaration
- Appendix 6: Format for Evidence of Access to or Availability of Credit facilities
- Appendix 7: Declaration for Blacklisting/Debaring
- Appendix 8: Statement of Ethical Conduct, Fraud and Corruption
- Appendix 9: Financial standing of the bidder
- Appendix 10: Constructions works completed during last five years
- Appendix 11: Experience in works of similar nature and size during last three years
- Appendix 12: Existing Commitments and ongoing work
- Appendix 13: Indemnity Bond by the contractor for removal/disposal of surplus material/disposal
- Appendix 14: Declaration for accepting Terms and Conditions of the Bid Document
- Appendix 15: Affidavit regarding correctness of Bidder 'Information/Documents/Certificates
- Appendix 16: Performance Bank Guarantee
- Appendix 17: Letter of Award
- Appendix 18: Agreement form
- Appendix 19: Notice to Proceed with the Work
- Appendix 20: Completion Certificate

## Appendix 1: Details of Bidder

### General

Name of Company:

Company Incorporation Details as per Company's Act 2013:

Address of the corporate headquarters and its branch office(s), if any, in India:

Date of incorporation and/or commencement of business:

Brief description of the company including details of its main lines of business and proposed role and responsibility in this project.

Details of individual (s) who will serve as the point of contact/communication for the Company:

Name:

Designation

Company:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

Particulars of the Authorised Signatory of the Bidder:

Name:

Designation:

Address:

Phone Number:

Fax Number:

**Appendix: 2 Bid Submission Form**

Ref No.

Date:

To,

Chief Executive Officer,  
Jammu Smart City Limited,  
O/o Deputy Commissioner,  
Jammu.

Subject: Bid for: - Engineering, Procurement and Construction Contract for E-Library at SRS Central Library Complex, Kachi Chhawani, Jammu.

Ref: Your Bid Document No.

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document, including Addenda No.
- 

We offer to execute in conformity with the Bidding Document the following Works: - Engineering, Procurement and Construction Contract for E-Library at SRS Central Library Complex, Kachi Chhawani, Jammu.

I/We offer to execute the works described above and remedy any defects therein during the DEFECT LIABILITY PERIOD of 1 year in conformity with the Conditions of Contract, Scope of Work, Technical Specifications, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/ us in our Financial Bid.

- b) Our Bid shall be valid for a period of 180 days from the date of opening of technical bid in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c) If our Bid is accepted, we commit to submit a Performance Security in the amount of 03% (three percent) percent of the Contract Price for the due performance of the Contract;
- d) We, including the subcontractor or suppliers for any part of the Contract, are/ shall be from India;
- e) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- f) Our firm/ company/ partner/ director and our sub-contractor has not been blacklisted/ debarred by State Government/ Central Government / PSU/ JSCL/ Government authority in India;
- g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

- h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i) We have not paid, or will pay any commissions or gratuities with respect to the bidding process and for execution of the Contract, if awarded;
- j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in this Bidding Document during this procurement process and execution of the Works as per the Contract;
- k) Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

Name/ address of the Authorized Representative of the Bidder:

\_\_\_\_\_

Designation:

Signed

Duly authorised to sign the Bid for and on behalf of:

Stamp of the Bidder Date: \_\_\_\_\_

Tel: Fax:

E-mail:

### Appendix 3: Financial Bid/Price Schedule

(To be filled ONLINE Only; this is only a TEMPLATE)

Sl. No	Particulars of work	Qty	Rate	Estimated cost. (INR₹) (inclusive of all taxes)	Bidder's Quoted Price (inclusive of all taxes)
1		1		4.95 Cr.	
	Total (Round off)				

Total Amount = Rs \_\_\_\_\_ Total Amount = (in words)

Note:

1. If there is a discrepancy between the figures and words, the price quoted in words shall prevail.
2. This format is to be filled online only. Any hard copy submission of the Financial Bid shall lead to rejection of the Bid.
3. Bidder has to quote the price inclusive of all taxes
4. GST shall not be paid extra.

Signature of Authorized Representative

Name & Designation

Name of Bidder:

Business Address

Date:

Seal of the Bidder

## Appendix 4: - Power of Attorney for signing of Bid

### Power of Attorney

(To be executed on non-judicial paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the- "Engineering, Procurement and Construction Contract for E-Library at SRS Central Library Complex ,Kachi Chhawani, Jammu." on EPC basis proposed or being developed by the Jammu smart City Limited (the "Employer") pursuant to the NIT document no. \_\_\_\_\_ issued by Employer, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conference and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till entering into the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF 2020.

For \_\_\_\_\_

(Signature, name, designation and address of person authorized by Board Resolution (in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

Accepted Notarised

\_\_\_\_\_  
 Signature Name, designation and address of Attorney)

## Appendix 5: - Form of Bid-Securing Declaration

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

Bid No.: [insert number of bidding process]

Name of Work:

To: [insert complete name of Employer]

We, the undersigned, declare that;

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

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

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

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- i. our receipt of your notification to us of the successful Bidder; or
- ii. twenty -eight days after the expiration of our Bid.

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

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

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

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

Dated on day of [insert date of signing]

Corporate Seal (where appropriate)



## Appendix 6: - Format for Evidence of Access to or Availability of Credit Facilities

### BANK CERTIFICATE

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

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

Name of Bank

Senior Bank Manager

Address of the Bank

## Appendix 7: - Declaration regarding Blacklisting/Debarring

To,

Date:

The Chief Executive Officer,  
 Jammu Smart City Limited,  
 Jammu.

Subject: Bid Document No. \_\_\_\_\_ Dated: \_\_\_\_\_,  
 for- Engineering, Procurement and Construction Contract for Construction of E-Library at SRS Central Library Complex, Kachi Chhawani, Jammu.

Sir/ Madam,

I/ We have carefully gone through the Terms & Conditions mentioned in the referred Bid Document. I/ We hereby declare that my company / firm/ partner/ director/ owner is not currently debarred/ blacklisted by any State Government / Central Government / PSU / Government Authority in India/ JSCL as on the Bid Submission Date.

Or I declare the following: -

S. No.	Blacklisted / debarred by State Government / Central Government / PSU	Reason	Date on which blacklisting/ debarment notification was issued

NOTE: In case the company/ firm/ partner/ director/ owner was blacklisted previously, please provide the details regarding the Period for which the company/ firm/ partner/ director/ owner was blacklisted/ debarred and the reason/s for the same)

Yours faithfully

(Signature of the Bidder) Name:

Designation: Seal:

Date:

Business Address:

## Appendix 8: Statement of Ethical Conduct, Fraud and Corruption

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

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

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

Name: [insert full name]

Title: [insert official title]

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

Dated on \_\_\_\_ day of \_\_\_\_\_, [insert date of signing]

**Appendix 9: - Financial standing of the Bidder**

Sr. No	Year	Turnover (INR₹ in Lakhs.)
1.	2015-16	
2.	2016-17	
3.	2017-18	
4.	2018-19	
5.	2019-20	

**Appendix 10: - Constructions Works completed during last Five years**

Financial Year	Value of Works completed (in INR₹ lakhs)
2015-16	
2016-17	
2017-18	
2018-19	
2019-20	

**Appendix 11: - Experience in works of similar nature and size during last five years**

Year	Project Name	Details of the Employer	Description of work	Contract No.	Value of contract (INR₹ Lakhs)	Date of Commencement	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay
2015-16									
2016-17									
2017-18									
2018-19									
2019-20									

**Note:** Attach certificate (s) from the Engineer(s)-in-Charge, not below the rank of Executive Engineer regarding all completed & ongoing works

**Appendix 12: - Existing commitments and on-going works:**

Years	Description of works	Place & state	Contract No.	Name & Address of Employer.	Value of Contract (INR₹ Cr)	Stipulated period of completion	Value of works to be completed (INR₹ Cr)	Anticipated date of completion
	1	2	3	4	5	6	7	8
2016-17								
2017-18								
2018-19								
2019-20								
2020-21								

## Appendix 13: - Indemnity Bond to be executed by the Contractor for the Removal/Disposal of Scrap/Disposal or Surplus material

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

### INDEMNITY BOND

This INDEMNITY BOND executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by \_\_\_\_\_ (Name of Company) \_\_\_\_\_, a Company registered under the Companies Act, 1956/ Partnership Firm/ Proprietary Concern and having its registered office(s) at \_\_\_\_\_ (Office Address) \_\_\_\_\_, hereinafter called the Indemnifier(s) / Contractor(s) (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators, executors and permitted assignees).

IN FAVOUR OF JSCL, a Union Territory Government Entity, having its registered office \_\_\_\_\_ (hereinafter referred to as "JSCL"). JSCL has awarded the Contractor(s), contract for execution of work ("Scope of Work") as mentioned in the contract agreement/LOI no \_\_\_\_\_ dated \_\_\_\_\_, entered into between JSCL and Contractor(s), relating to \_\_\_\_\_ (Name & Address of Project) \_\_\_\_\_ (hereinafter called 'the Project'). The Indemnifier(s) for the purpose of execution of its Scope of Work had from time to time procured and stored \_\_\_\_\_ (Details of Material) ..... at the Project Site.

After completion of the Scope of Work by Indemnifier(s), it has been identified that scrap \_\_\_\_\_ (Details of Scrap Material & its Quantity) \_\_\_\_\_ and/or surplus \_\_\_\_\_ (Details of Surplus Material & its Quantity) \_\_\_\_\_ belonging to Indemnifier(s) is lying at the said Project Site. Now, the scrap \_\_\_\_\_ (Details of Scrap Material & its Quantity) \_\_\_\_\_ and / or surplus \_\_\_\_\_ (Details of Surplus Material & its Quantity) \_\_\_\_\_ belonging to the Indemnifier(s), requires to be removed by Indemnifier(s) from the Project Site

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS UNDER:

That Indemnifier(s) by way of this indemnity requests JSCL to issue approval in favour of Indemnifier(s) for removal of scrap \_\_\_\_\_ (Details of Scrap Material & its Quantity) \_\_\_\_\_ and / or surplus \_\_\_\_\_ (Details of Surplus Material & its Quantity) \_\_\_\_\_ belonging to Indemnifier(s), from the project.

That the Indemnifier(s) shall ensure clearing of its scrap \_\_\_\_\_ (Details of Scrap Material & its Quantity) \_\_\_\_\_ and/ or surplus \_\_\_\_\_ (Details of Surplus Material & its Quantity) \_\_\_\_\_ by itself, as aforesaid.

That Indemnifier(s) in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify JSCL and keep JSCL indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by JSCL by reason of the issue of necessary approval by JSCL and permitting

Indemnifier(s) to remove scrap \_\_\_\_\_ (Details of Scrap Material & its Quantity) \_\_\_\_\_ and / or surplus \_\_\_\_\_ (Details of Surplus Material & its Quantity) \_\_\_\_\_ belonging to Indemnifier(s), from the project.



That Indemnifier(s) undertakes to indemnify and keep JSCL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to Indemnifier(s), from the Project Site aforesaid, by the Indemnifier(s). Further, in case the laws require JSCL to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the Indemnifier, the same shall be obtained by the Indemnifier on behalf of JSCL.

IN WITNESS WHEREOF, the Indemnifier(s), through its authorized representative, has executed Month and Year first mentioned above at \_\_\_\_\_

(Name of the Place) \_\_\_\_\_

Witness:

Indemnifier

\_\_\_\_\_

(Authorised Signatory)

## **Appendix 14: - DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF BID DOCUMENT**

To,

Date:

The Chief Executive Officer,  
Jammu Smart City Limited,  
Jammu.

Subject: Bid Document No. dated: for -- Engineering, Procurement and Construction Contract for E-Library at SRS Central Library Complex, Kachi Chhawani, Jammu.

Sir/ Madam,

I have carefully gone through the Terms & Conditions mentioned in the above referred Bid Document. I declare that all the provisions of this Bid Document are acceptable to my company/ firm who has submitted its Bid as the Bidder for this Project. I further certify that I am an Authorized Representative of my company/ firm i.e., the Bidder and am therefore, competent to make this declaration. I further undertake on behalf of my company/ firm that we shall abide by the Bid including the Financial Bid submitted by my company/ firm.

Yours faithfully,

(Signature of the Bidder) Name:

Designation: Seal:

Date:

Business Address:

## APPENDIX-15: Affidavit regarding correctness of Bidder's Information/ Documents/ Certificates

### || AFFIDAVIT ||

**(On Non-Judicial Stamp of Rs. 100)**

I/we \_\_\_\_\_ who is/ are \_\_\_\_\_ (status in the firm/ company) and competent for submission of the affidavit on behalf of M/S \_\_\_\_\_ (contractor) do solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. \_\_\_\_\_ for \_\_\_\_\_ (name of work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (name of the department).

I/we are fully responsible for the correctness of following information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
  - a. Proof for cost of bid document and other relevant documents provided by the Bank are authentic.
  - b. Information regarding financial qualification and annual turn-over is correct.
  - c. Information regarding various technical qualifications is correct.

**Signature with Seal of the Deponent (bidder)**

I/ We, \_\_\_\_\_ , above deponent , do hereby certify that the facts mentioned in above paras 1 to 2 are correct to the best of my knowledge and belief. Verified today \_\_\_\_\_ (dated) at \_\_\_\_\_ (place).

**Signature with Seal of the Deponent (bidder)**

**Note:** Affidavit duly notarized in original shall and to be submit along with the technical part of the bid

## Appendix 16: - PERFORMANCE BANK GUARANTEE

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** .....*Name and address of the employer* .....

**Date:** .....

**Performance Guarantee No.:** .....

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

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

At the request of the Contractor, we . . . . . *name of the bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in words* <sup>2</sup>. . . . . (*amount in figures*. . . . . ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , . . . . . <sup>3</sup>, and any demand for payment under it must be received by us at this office on or before that date.

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

<sup>1</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>2</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer.

<sup>3</sup> Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

## Appendix 17: LETTER OF AWARD

### NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE

To,

No. CEO/Smart City/2020-21/

Date:- .....

**Subject:**

Dear Sir,

It is to notify you that your Bid dated -----for Engineering, Procurement and Construction Contract for Construction of Community/Public Toilets in various ULBs of Jammu division.

bearing Bid Ref. No. **CEO/Smart City/2020-21/** \_\_\_ dated \_\_\_ for the Accepted Contract Amount of **Rs. \_\_\_\_\_ only** (Rupees \_\_\_\_\_ only), as against Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) of the tendered cost in accordance with the NIT is hereby accepted by Jammu Smart City Limited and you are hereby declared as the Successful Bidder.

You, the Successful Bidder, is requested to return the duly signed and stamped duplicate copy of this Letter of Acceptance/ Notification of Award within 7 (seven) days from the date of receipt of this LoA, as a token of the receipt and acknowledgment of this LoA, and undertaking of absolute, unconditional and unqualified compliance of the conditions mentioned herein.

Further, you are requested to furnish the Performance Security at the rate of \_\_\_% of Bid price for an amount of **Rs. \_\_\_\_\_** (Rupees \_\_\_\_\_ only) as per Sub Clause \_\_\_ in favour of "Chief Executive Officer, Jammu Smart City Limited" within 21 (Twenty-One) days of the receipt of this Letter of Acceptance/ Notification of Award, in accordance with the Conditions of Contract, using for that purpose the Performance Security as per Appendix 15 of the RFP document failing which action as per clause 3.29.4(c) of ITB shall be initiated. Such Performance Security shall be valid up to 60 days beyond the expiry of the Defect Liability Period. The performance security shall be in the form of an unconditional irrevocable bank guarantee issued by a Scheduled Commercial Bank.

Once the Performance Security is furnished by you, the Successful Bidder, for the requisite amount and in the format as prescribed, Jammu Smart City Limited shall execute the Contract Agreement with you. Accordingly, it is requested that stamp paper of appropriate value (purchased from the UT of Jammu and Kashmir) be provided to the Jammu Smart City Limited for further necessary action.

Yours Sincerely,

Chief Executive Officer,  
Jammu Smart City Limited.

**Copy to the: -**

1. Team Leader Rodic Consultants Pvt. Ltd. (PMC) JSCL for information.
2. Office Record

## Appendix 18 - Agreement Form

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

the Contract Agreement,  
the Letter of Award and Acceptance,  
Pre-bid replies  
Minutes of Negotiation Meeting  
the Letters of Technical Bid and Price Bid,  
the Particular Conditions of Contract,  
the General Conditions of Contract,  
the Specifications,  
the Drawings,  
the Completed Activity Schedules or Bill of Quantities  
Tender Document, and  
any other documents shall be added here.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by .....  
.....

Signed by.....

for and on behalf of the Employer

for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date



## Appendix 19: -Noticed to proceed with the work

[Letterhead of the Employer]

[date]

To

[Name and address of the contractor]

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir

Pursuant to your furnishing the performance security [and additional performance security] as stipulated in ITB Clause 3.34 and signing of the contract agreement on [date]for the work “[insert name of the work ]” at the Contract Price of INR₹[ \_\_\_\_\_], you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Your Faithfully

[signature]

[name and title]

## Appendix 20: - Completion Certificate

I, \_\_\_\_\_(Name of the JSCL Engineer), acting as the Engineer, under and in accordance with the Agreement dated \_\_\_\_\_ (the “Agreement”), for Name of work \_\_\_\_\_ on EPC basis through \_\_\_\_\_ (Name of Contractor), hereby certify that the Tests and Trial runs in accordance with the Agreement have been successfully undertaken to determine compliance of the Project \_\_\_\_\_ with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in service of the Users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of Project have been completed, and the Project is hereby declared fit for into operation on this the \_\_\_\_\_ day of \_\_\_\_\_2020.

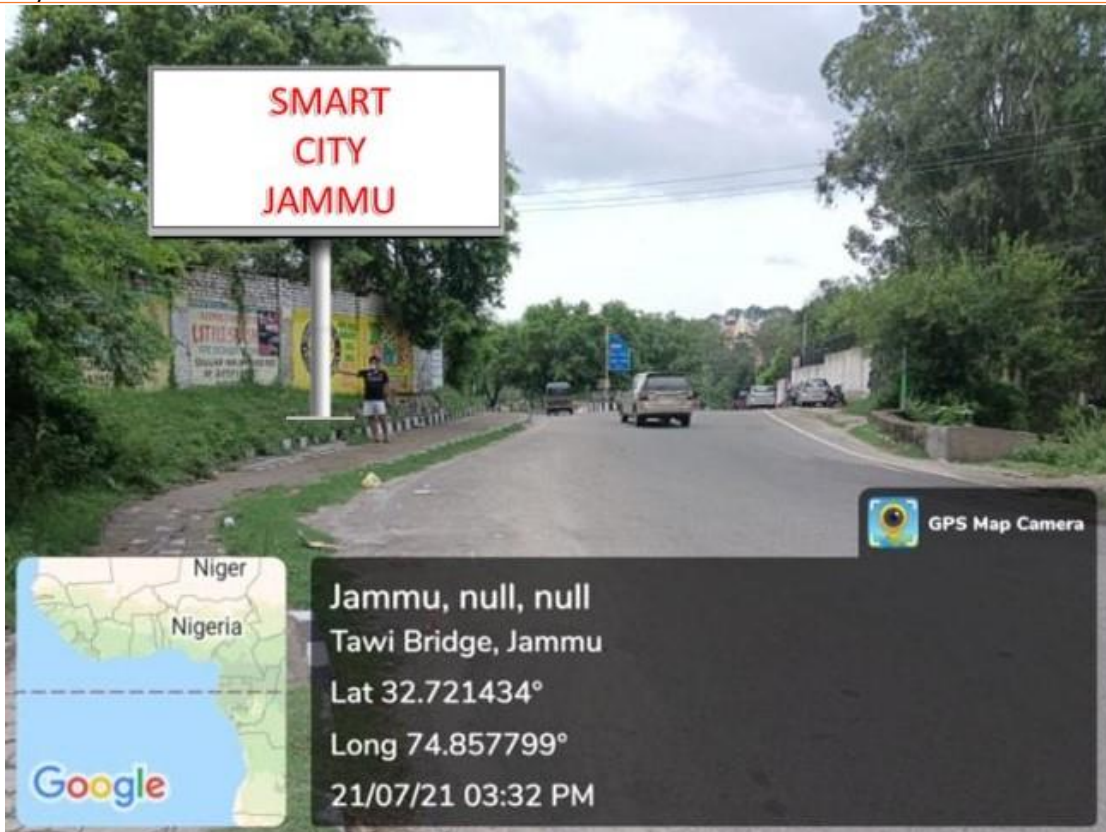
SIGNED, SEALED AND DELIVERED

\*\*\*\*\* End of Document \*\*\*\*\*

# ANNEXURE- 01









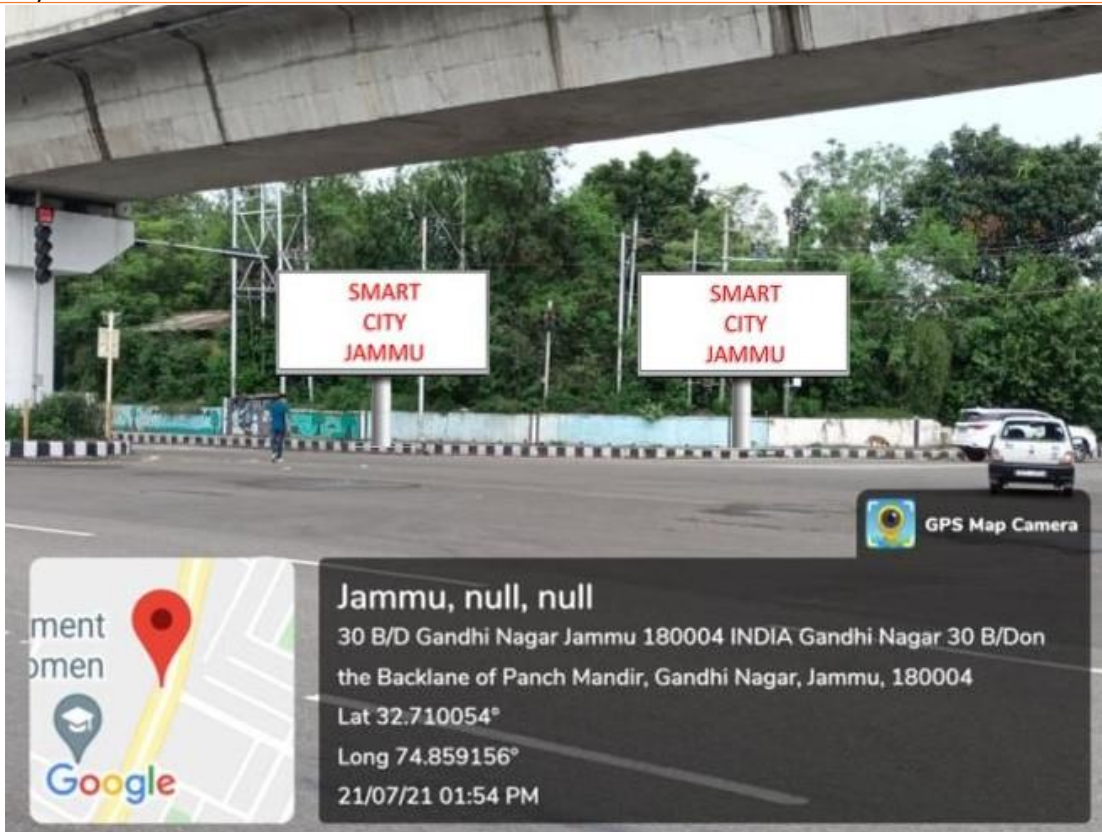


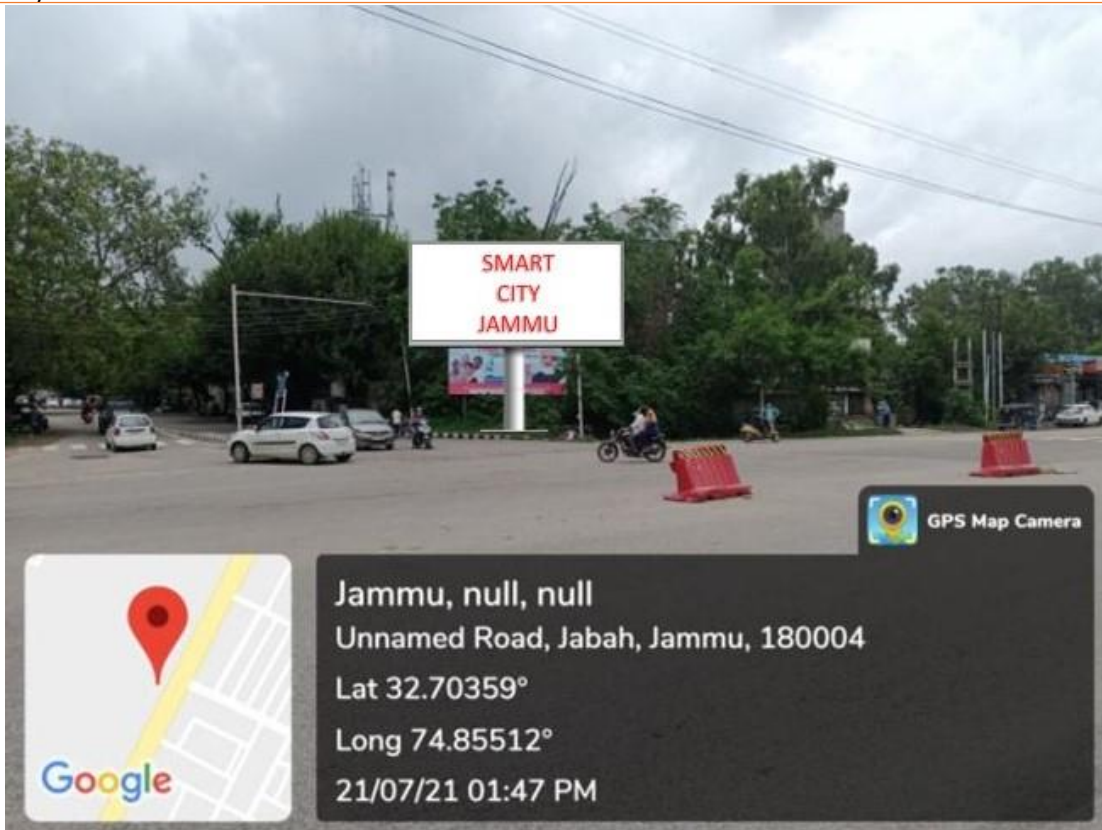


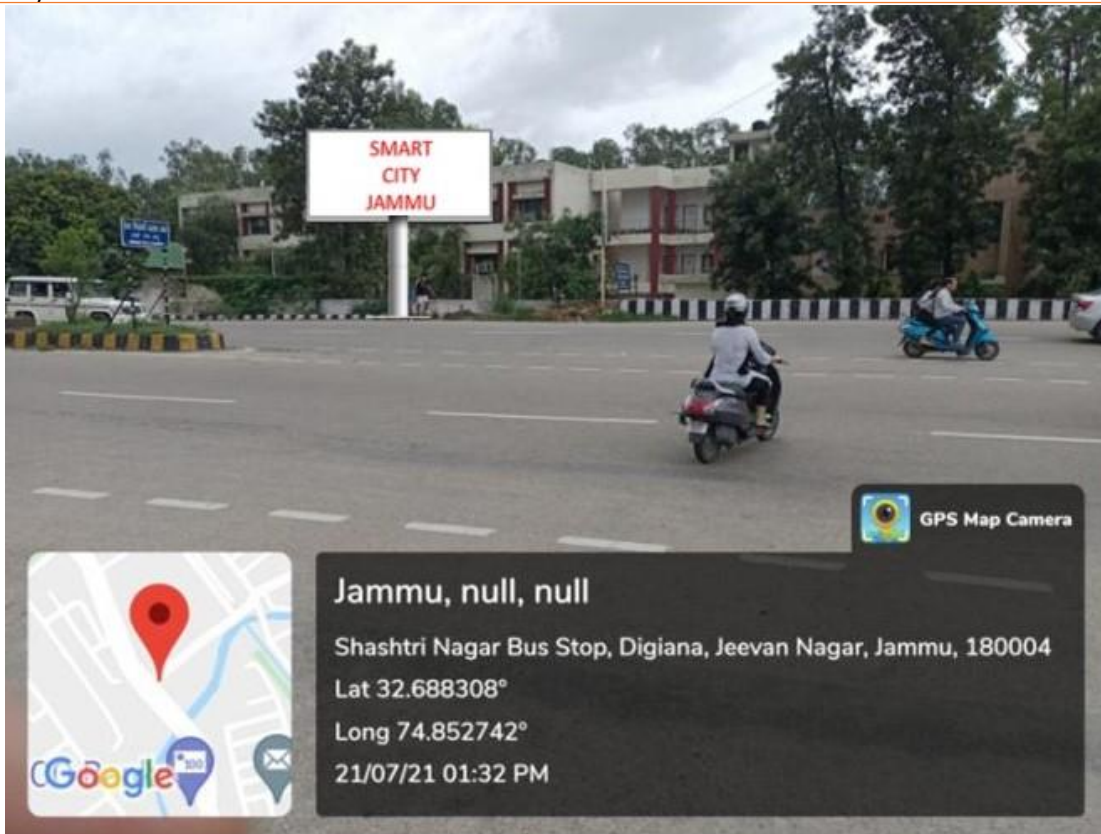


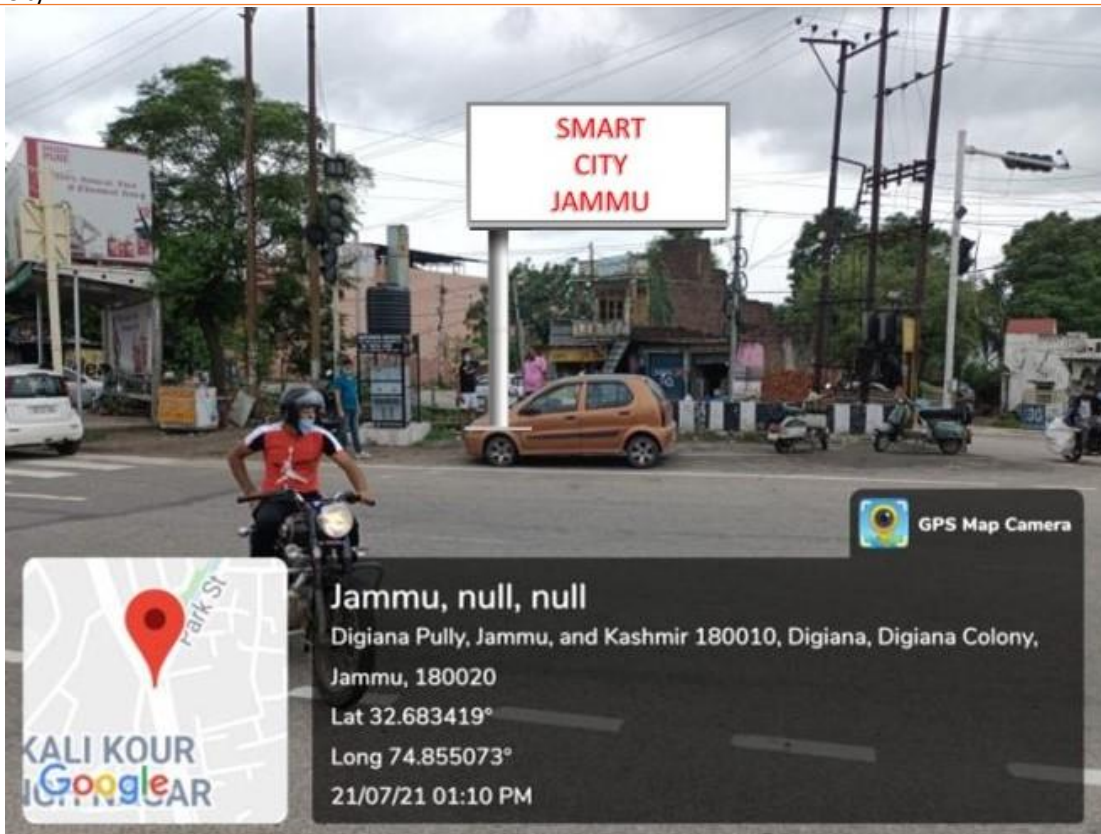


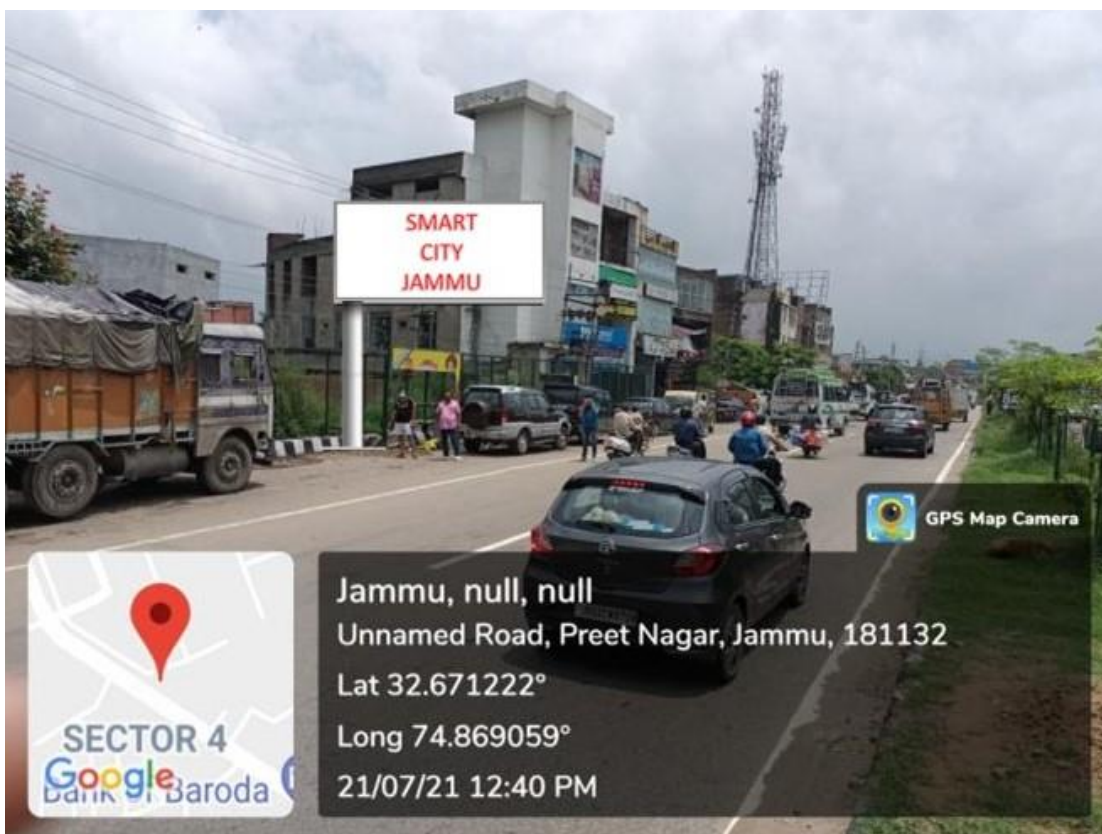




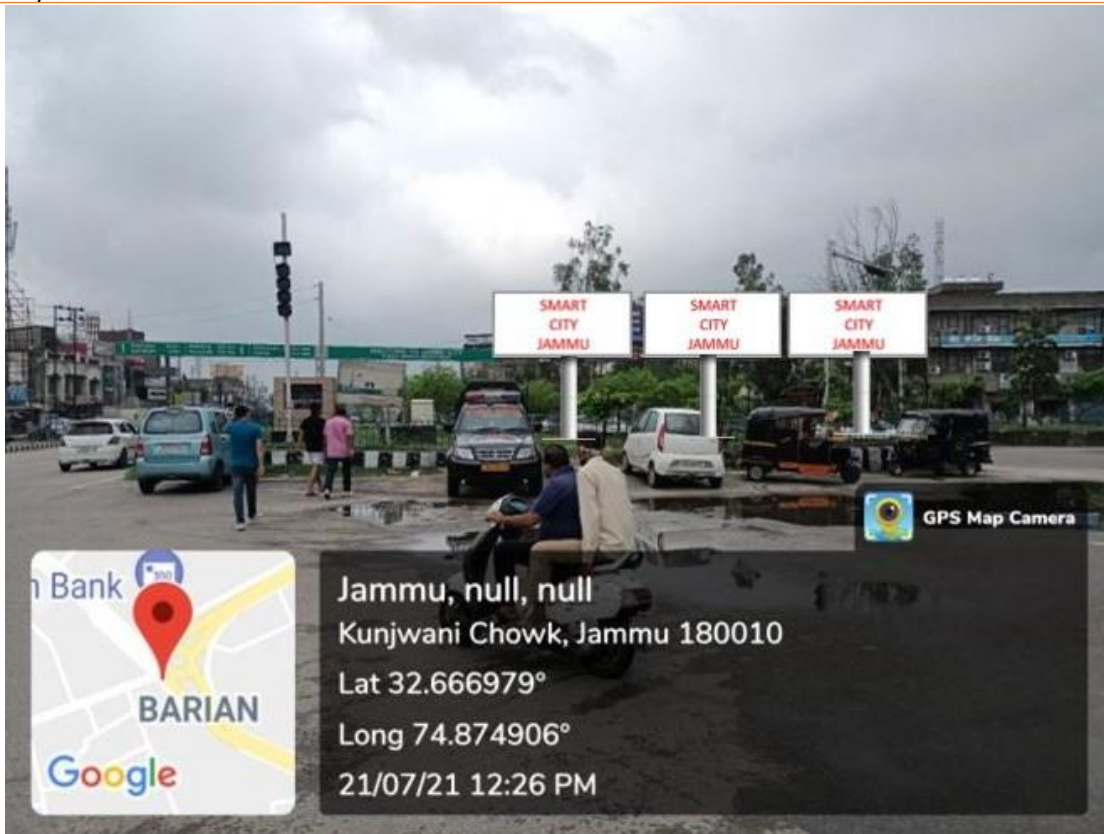












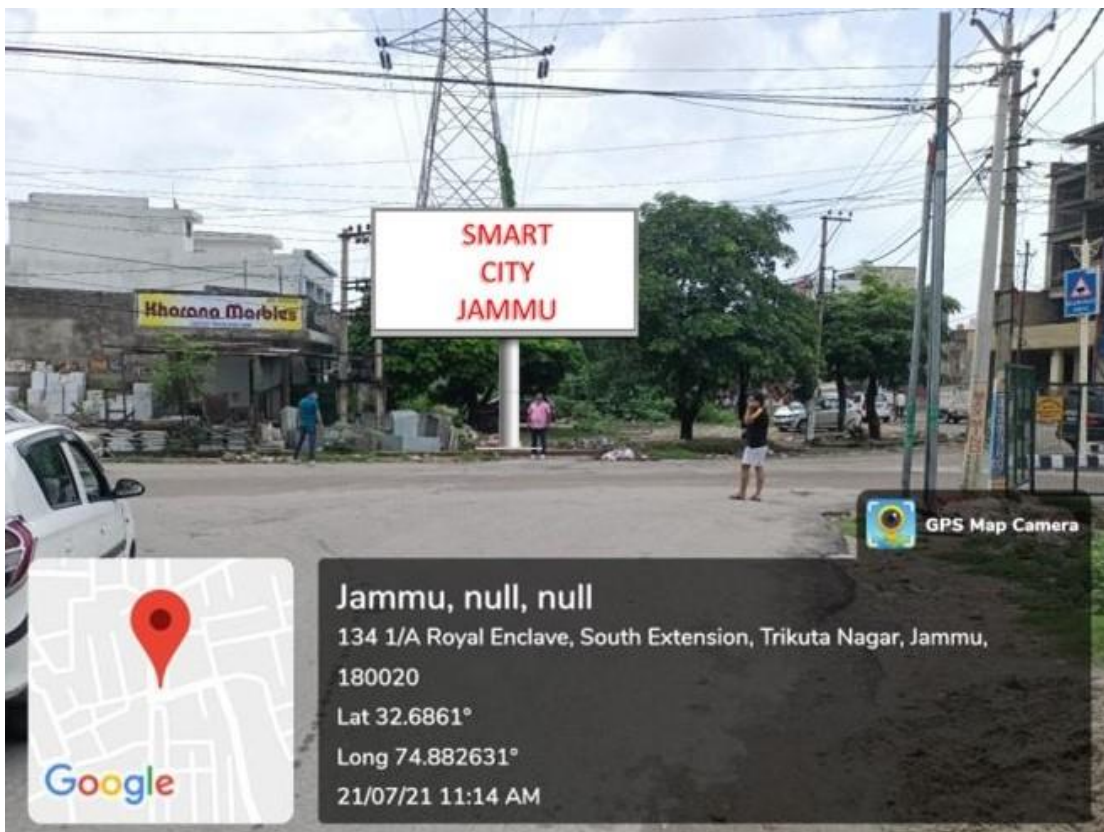


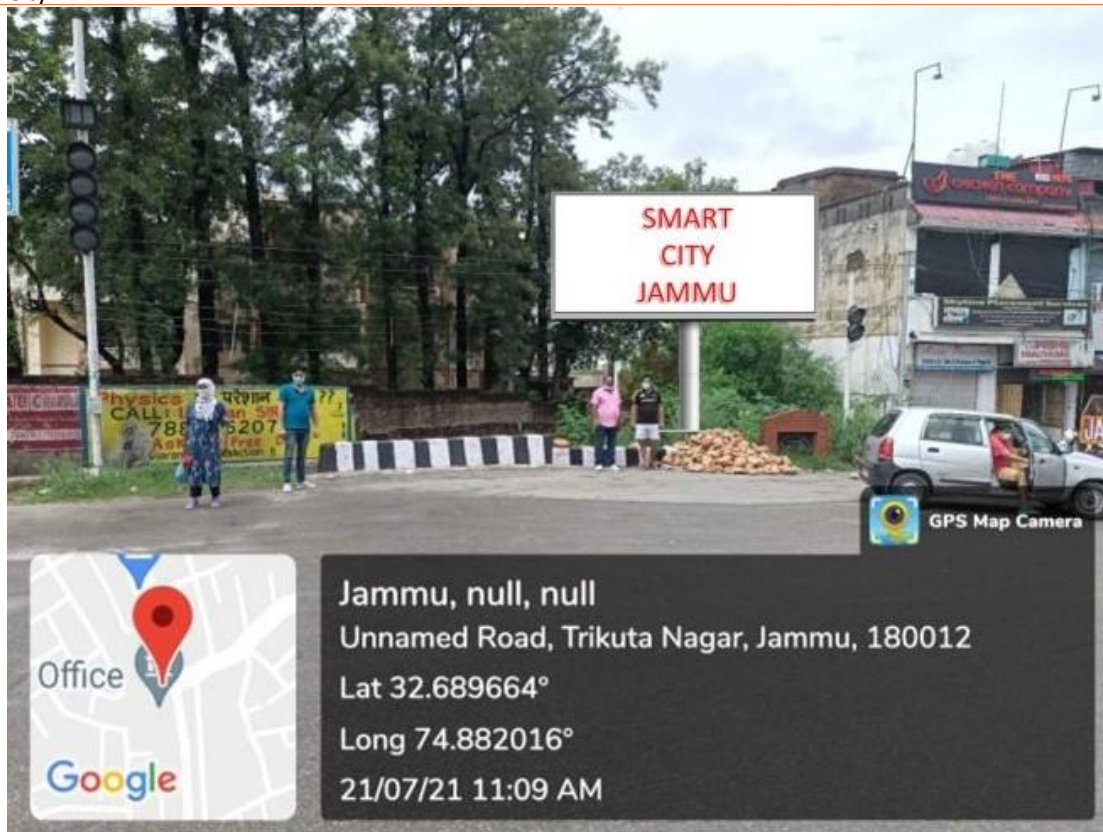






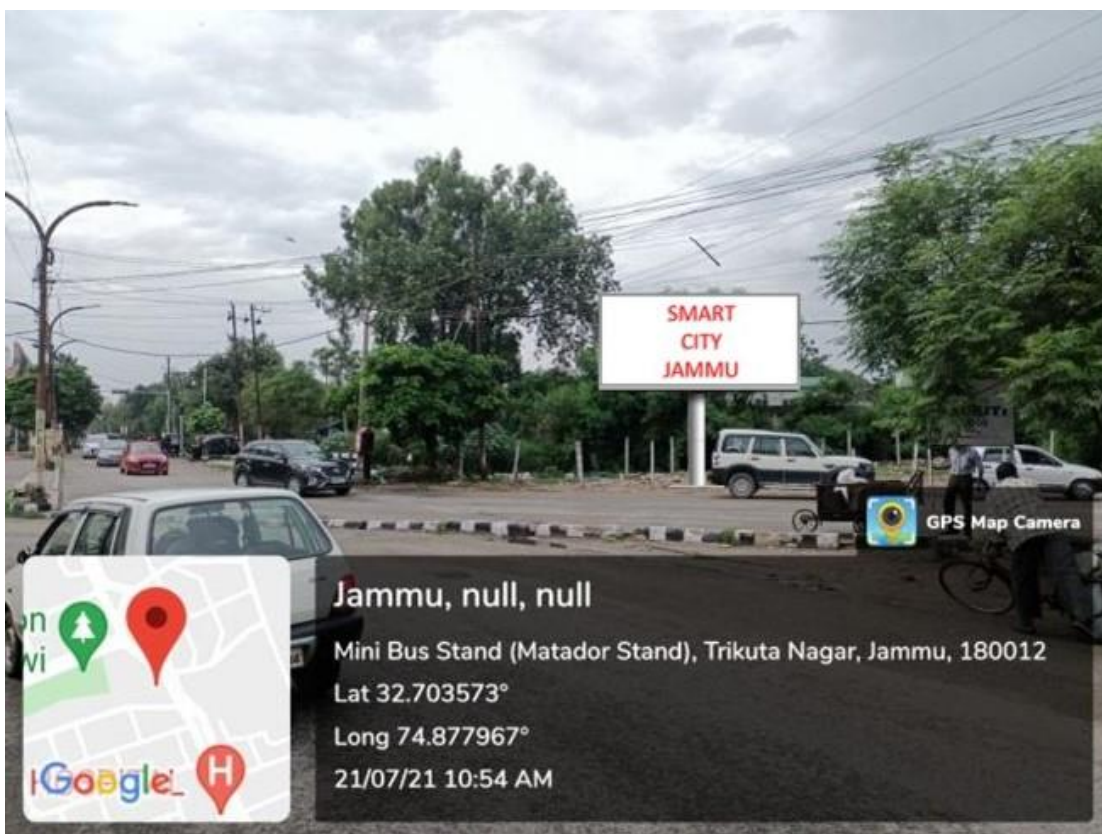


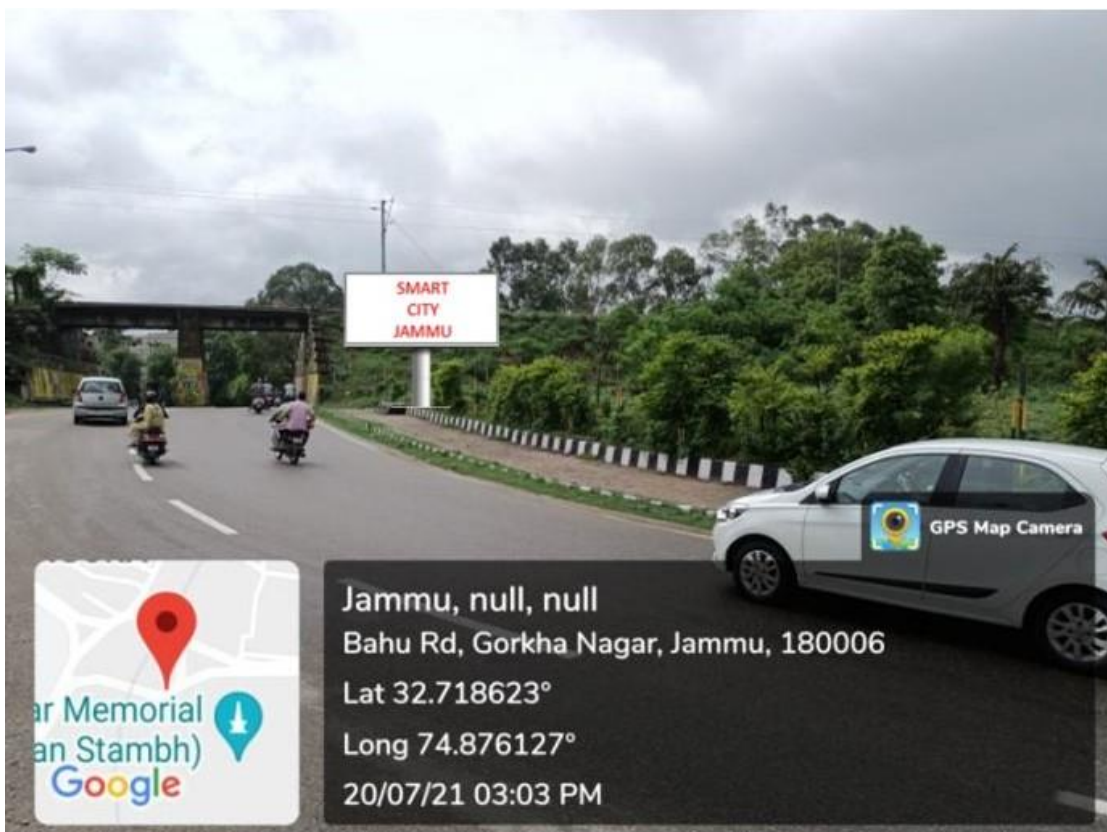


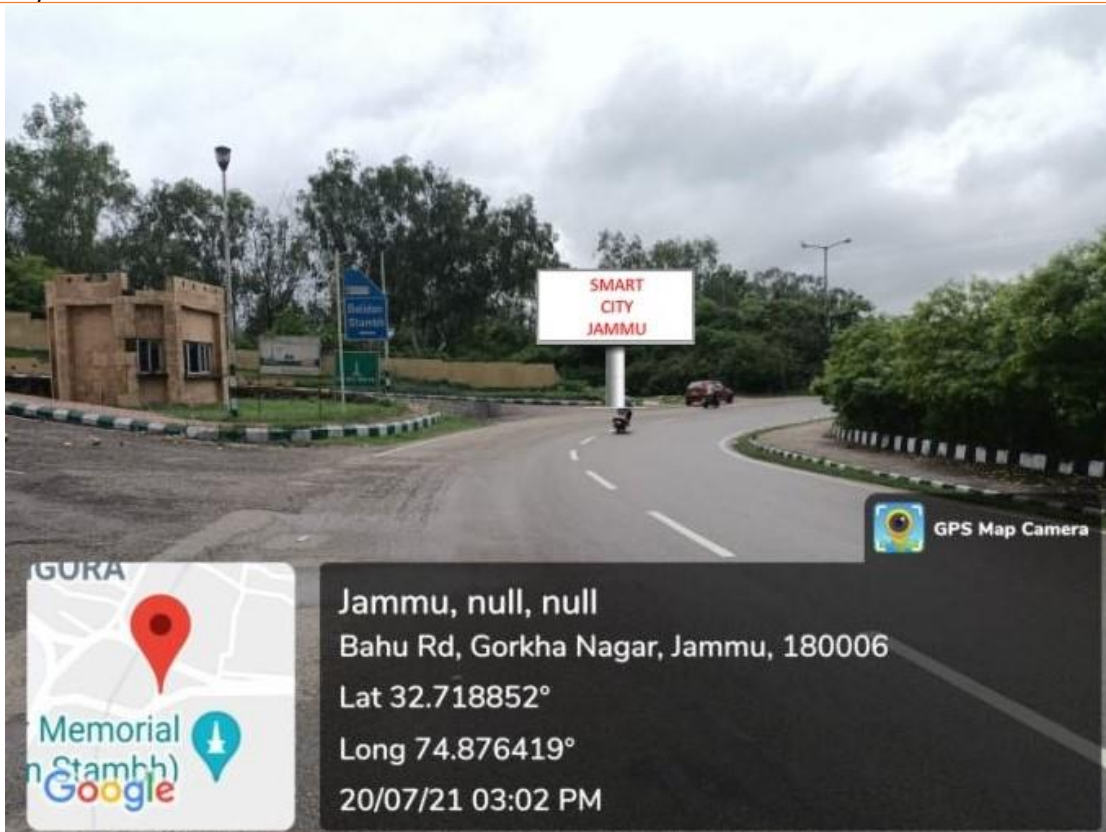


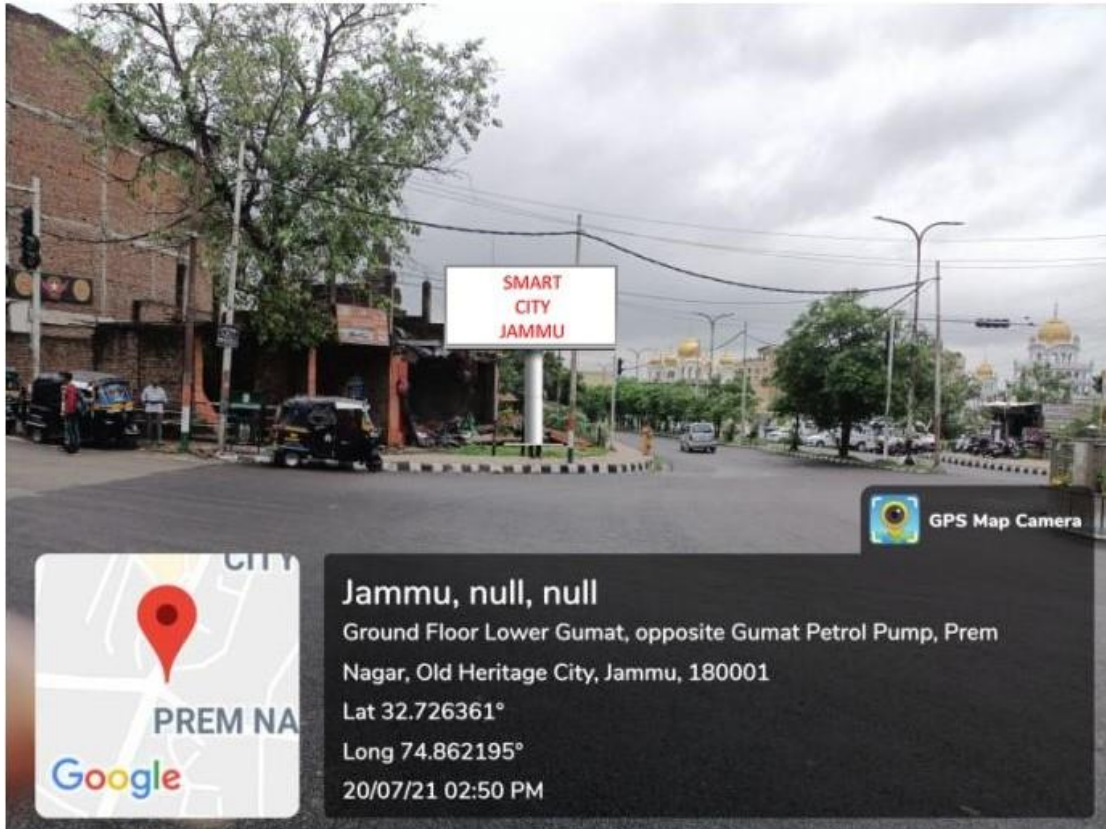


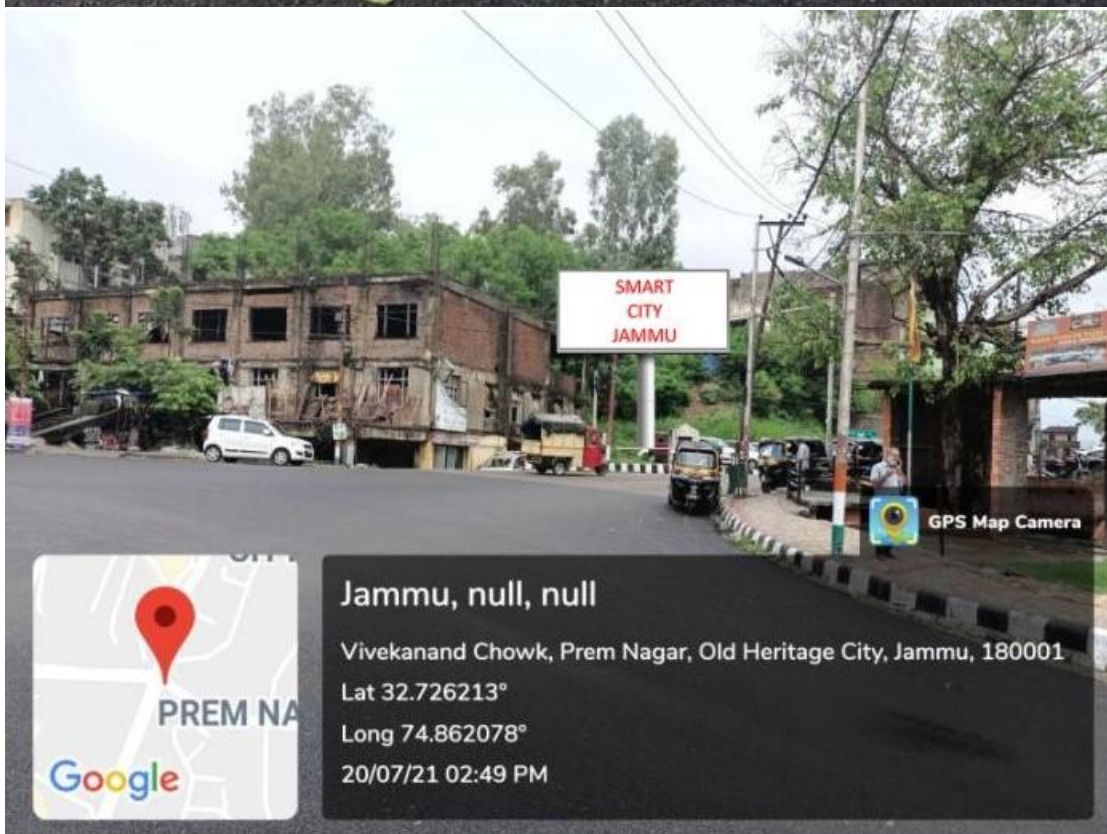
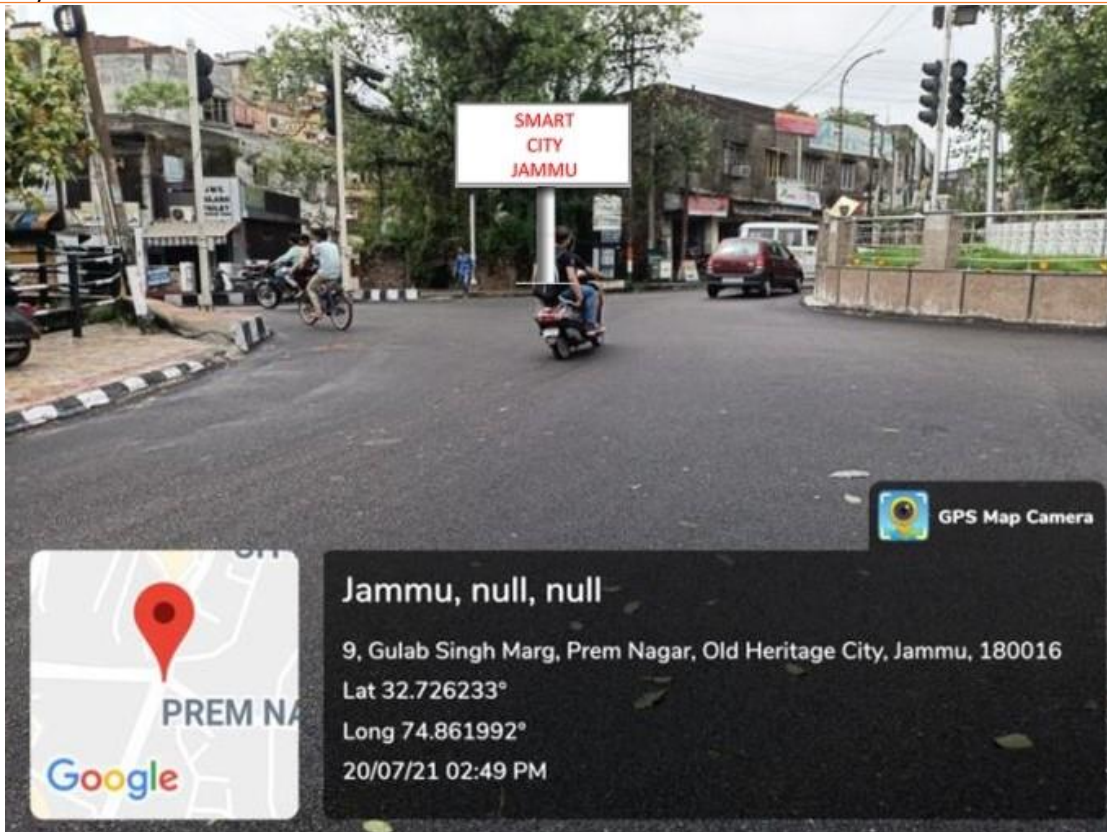


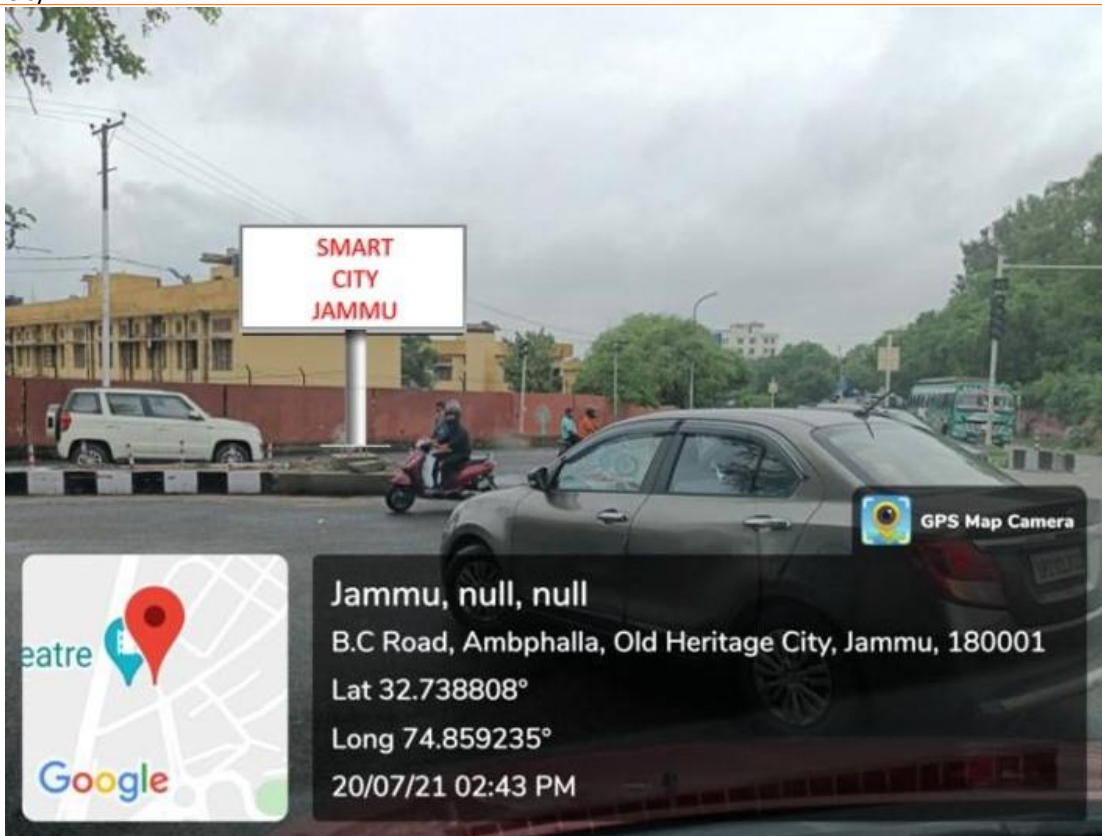






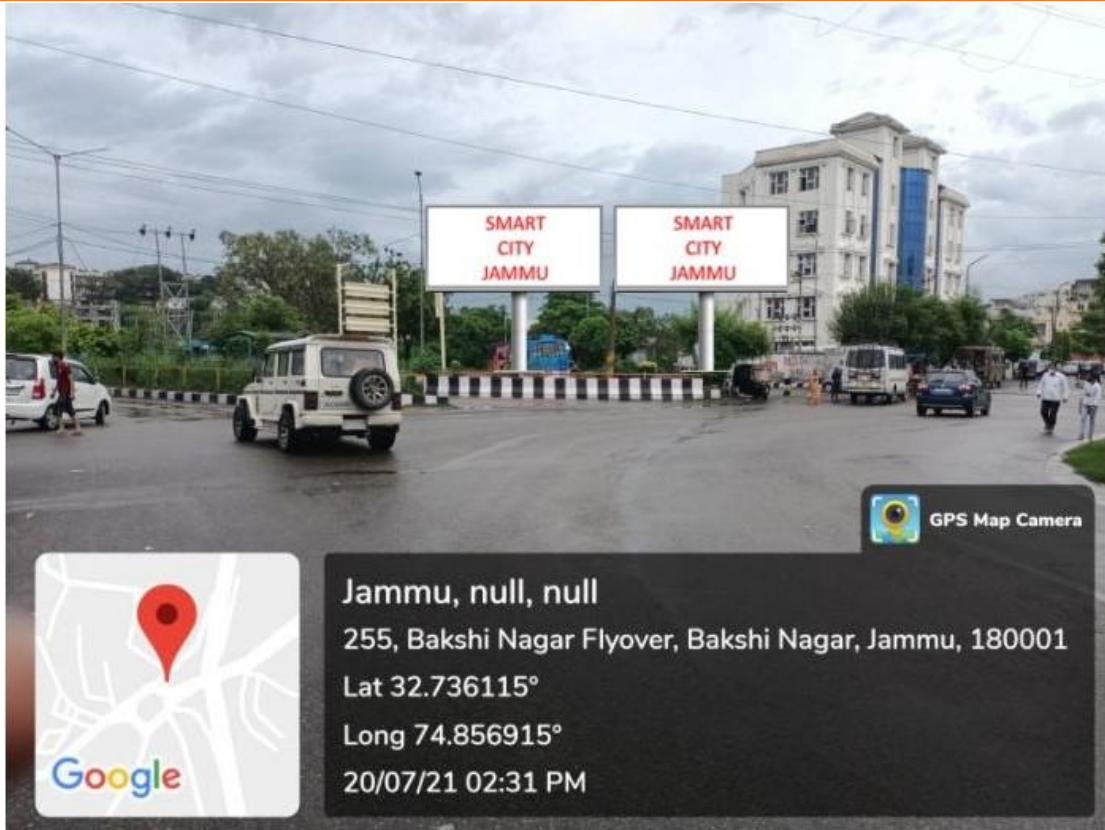


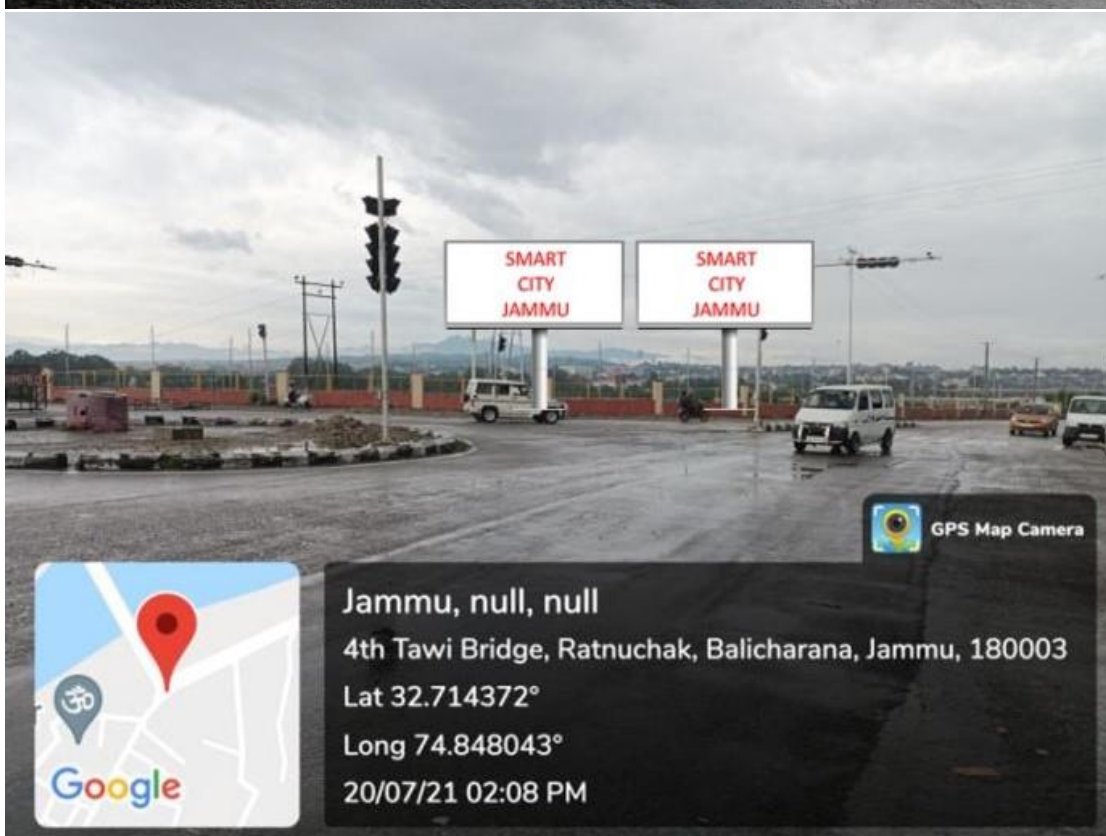
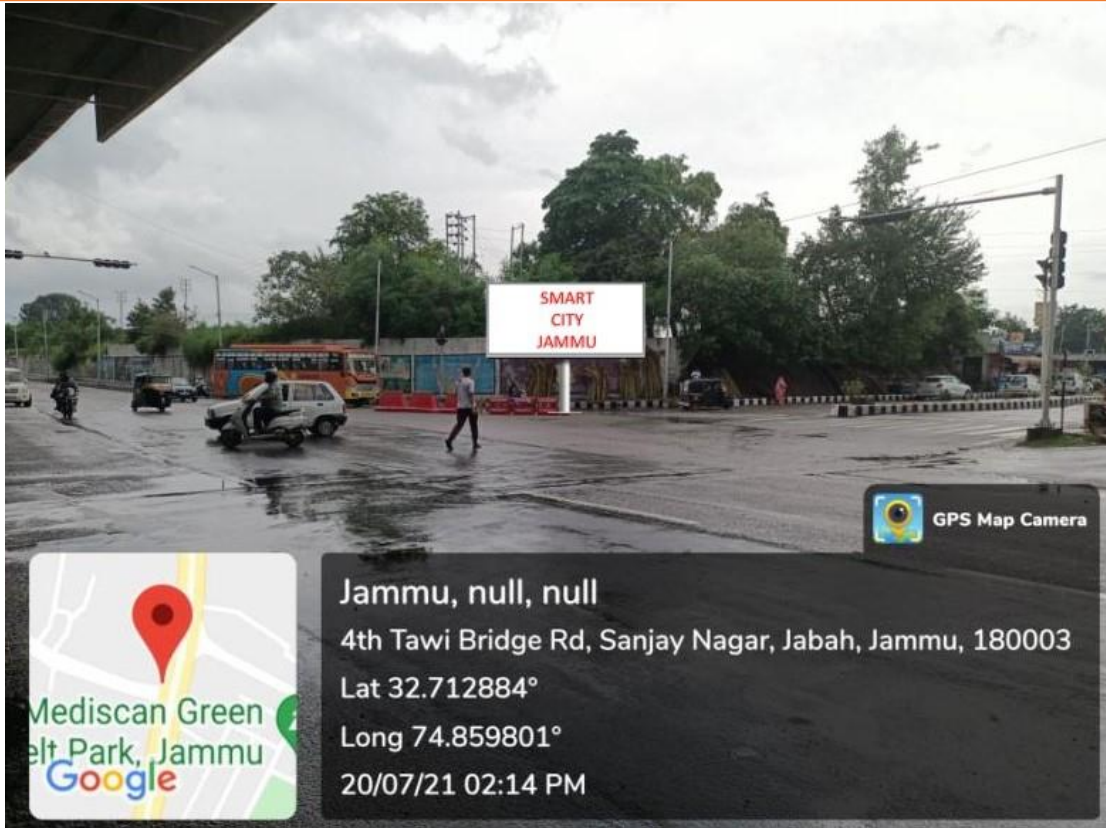


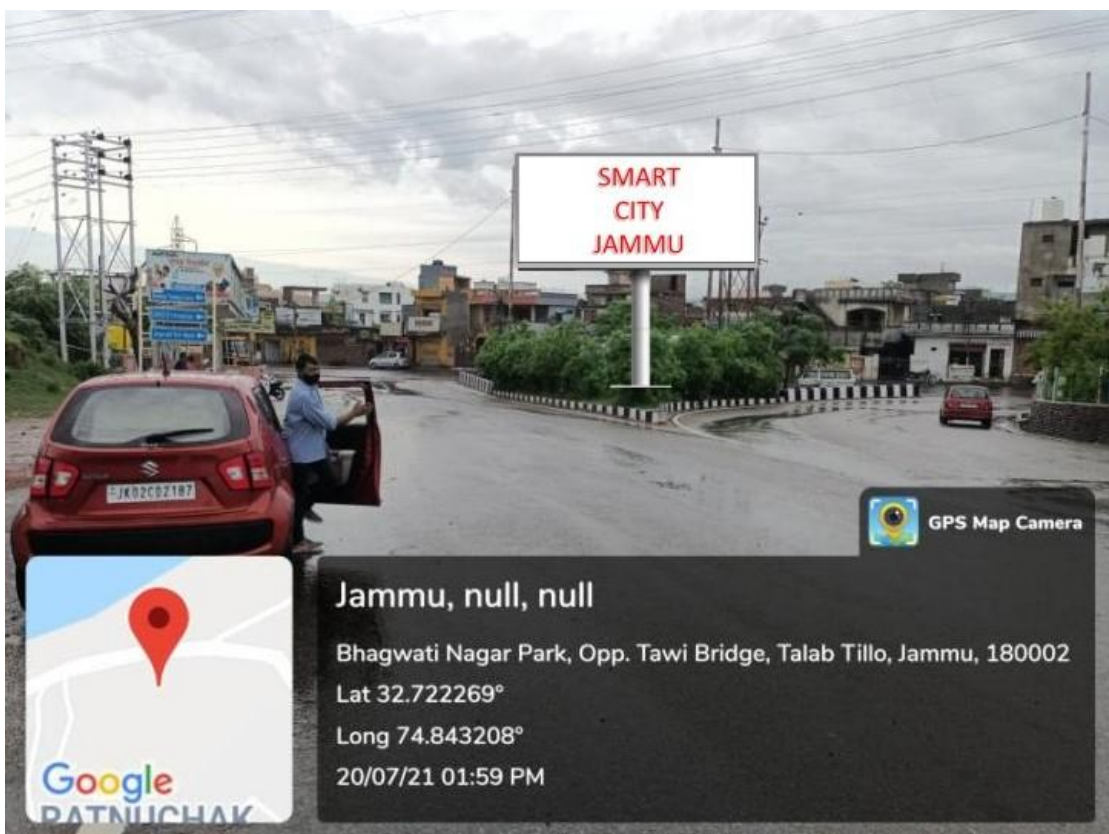
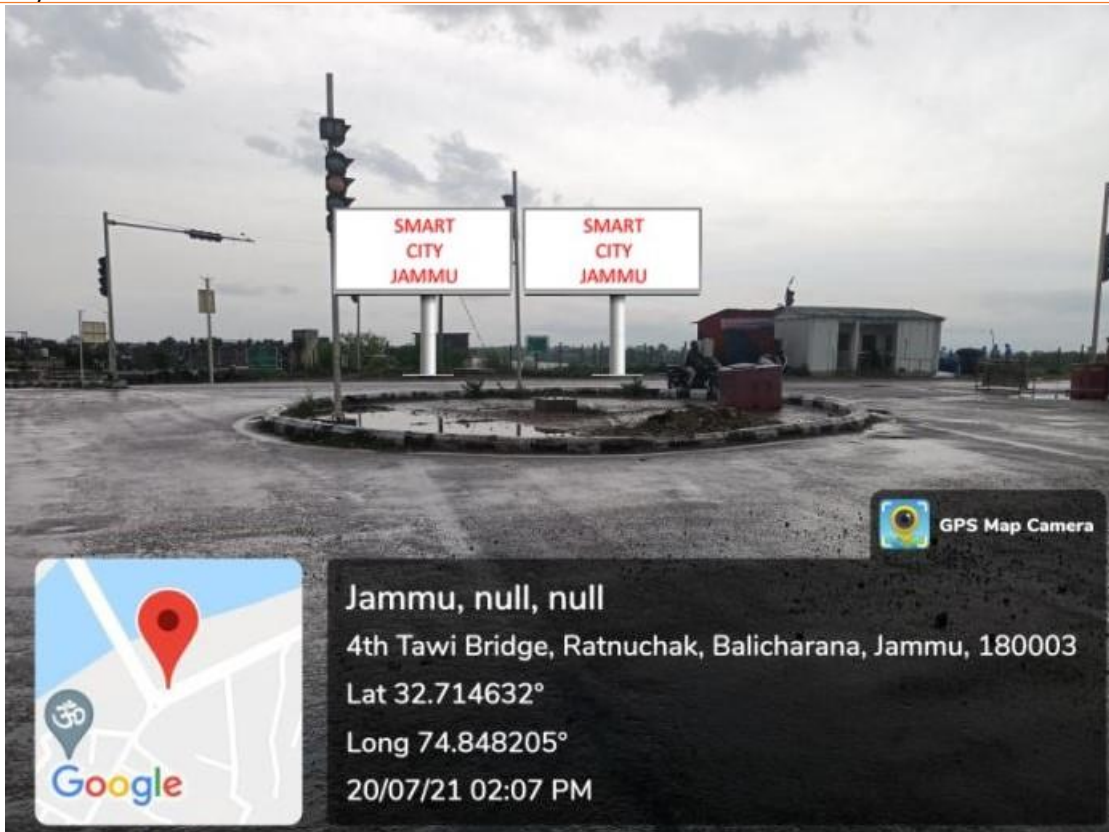


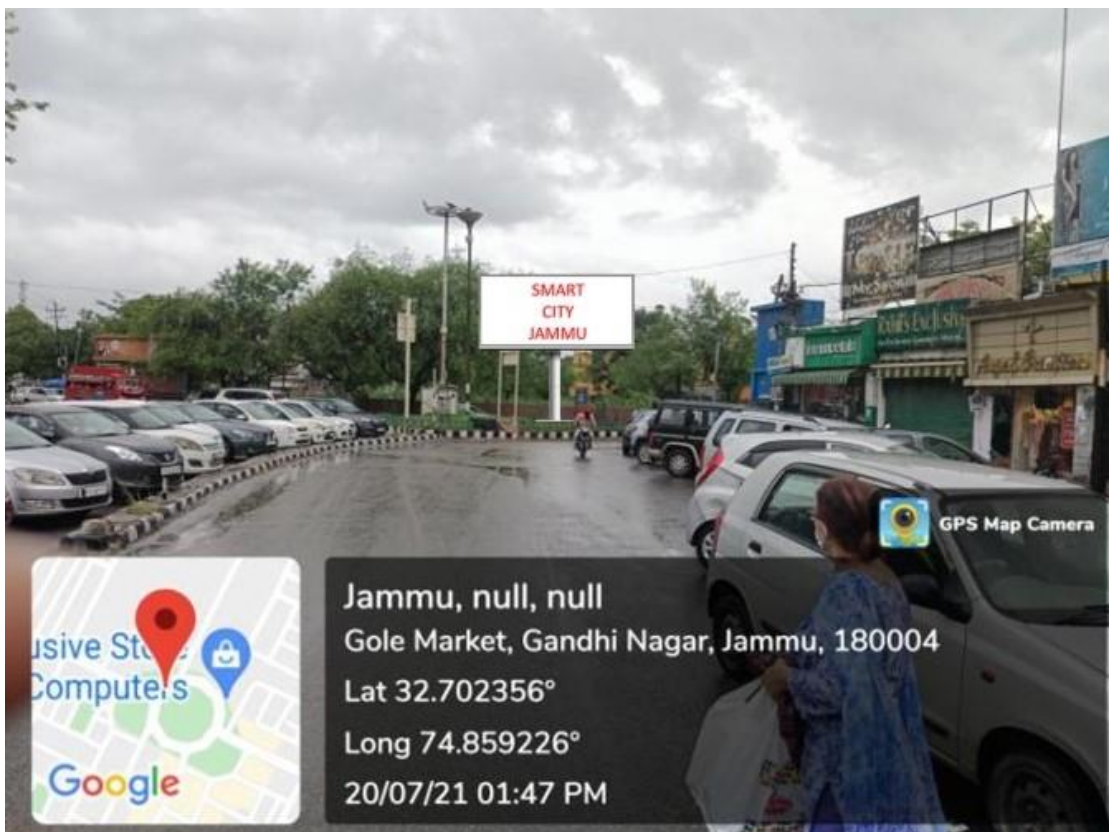
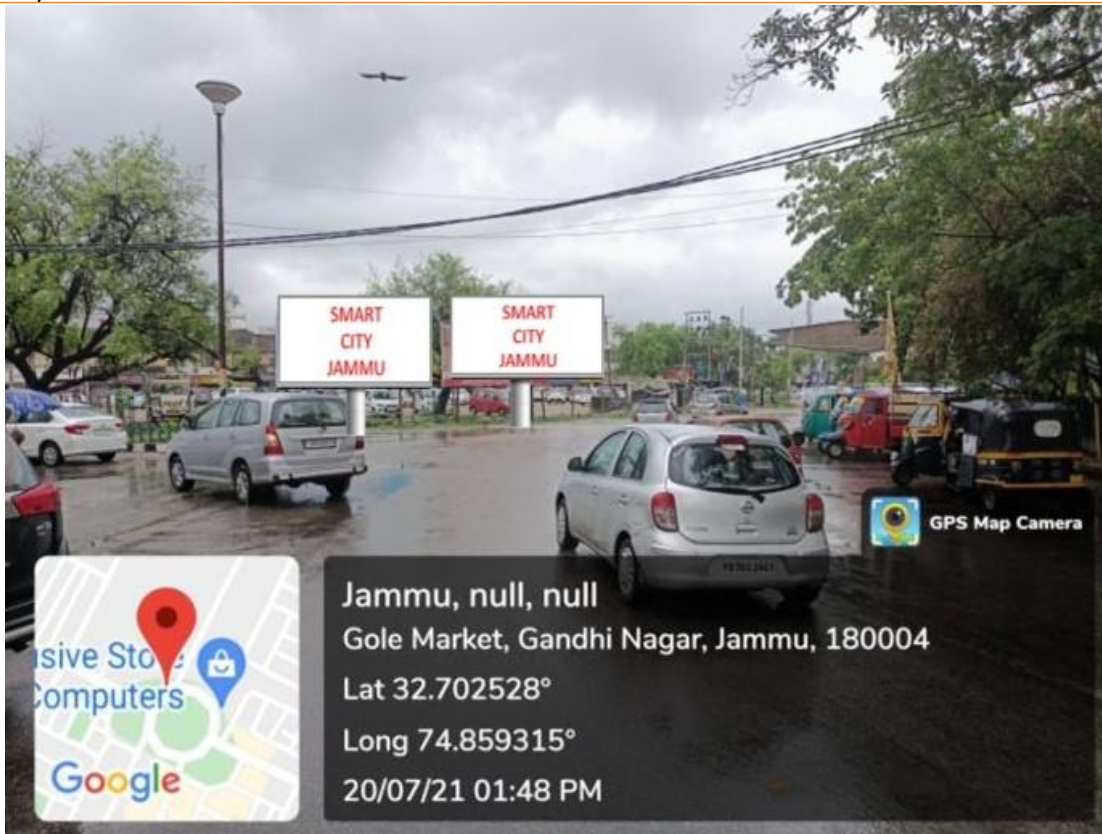


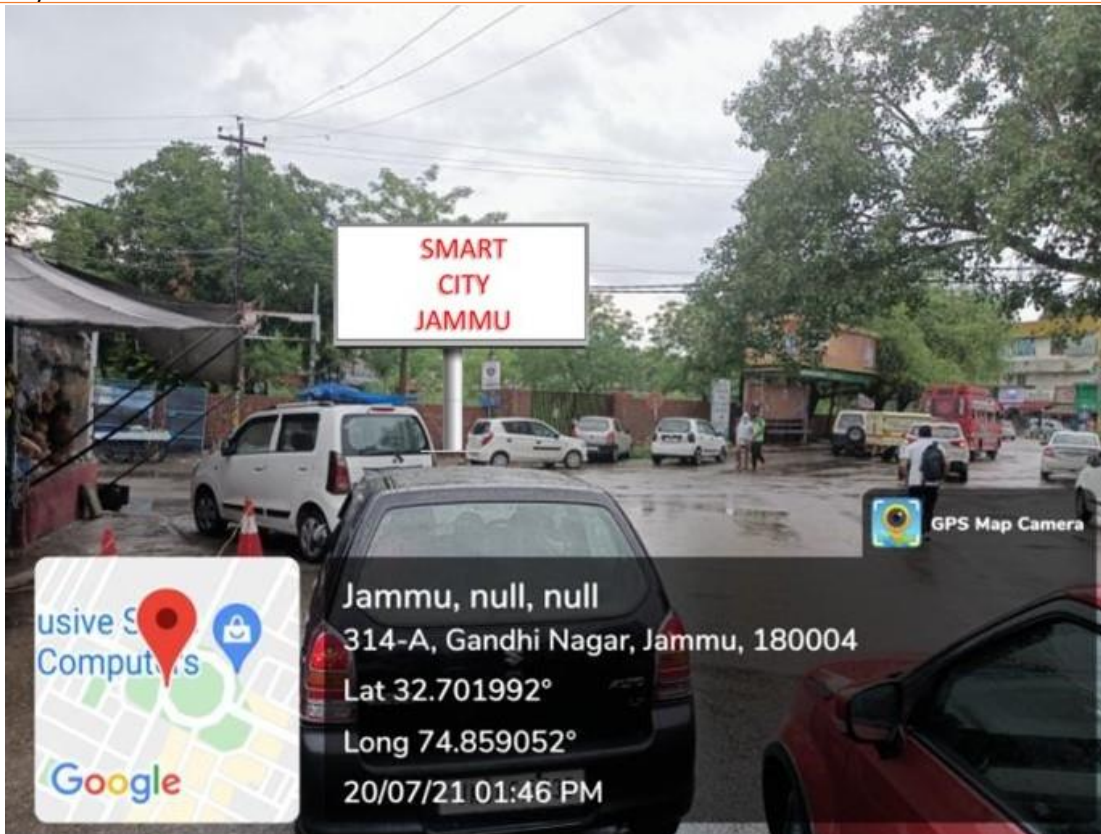




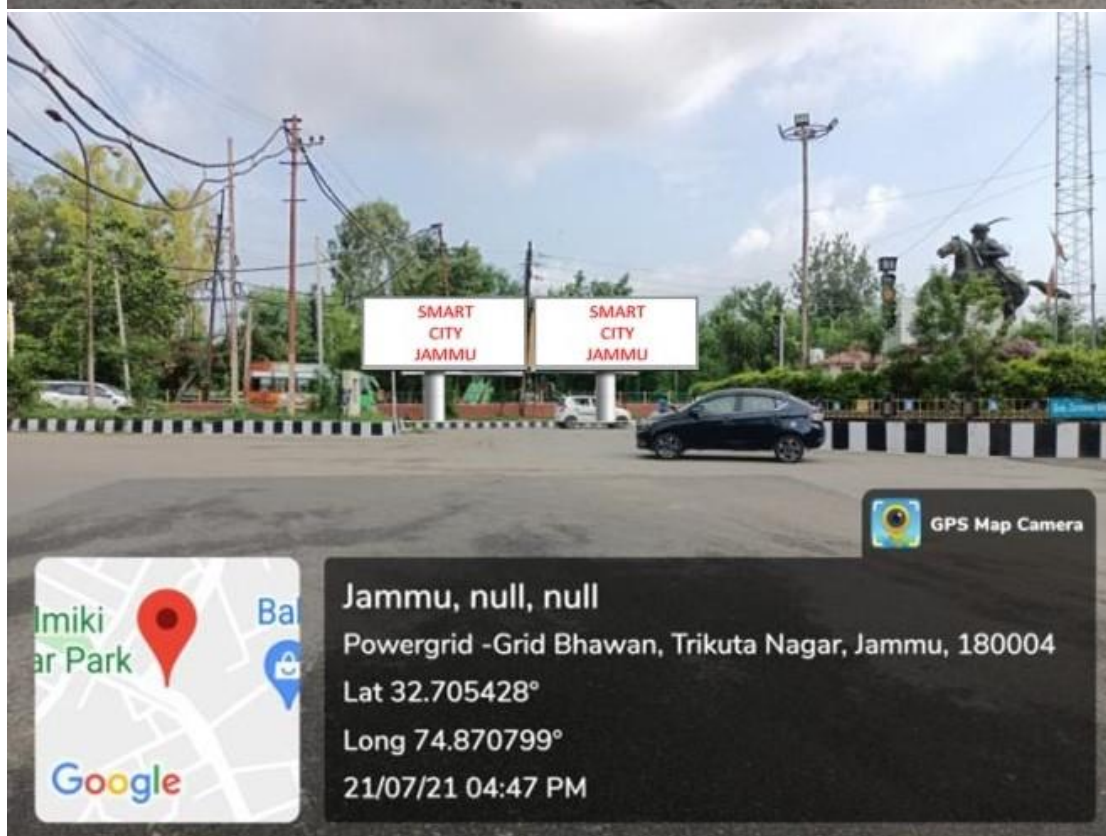
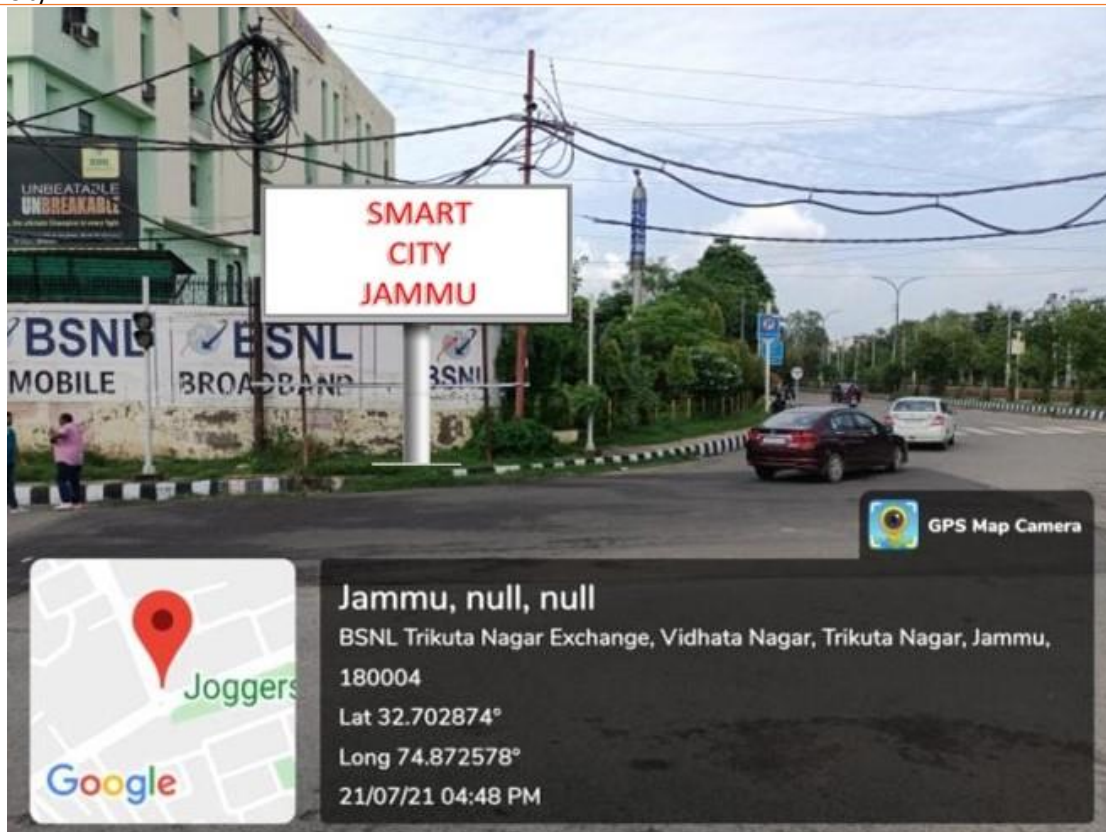


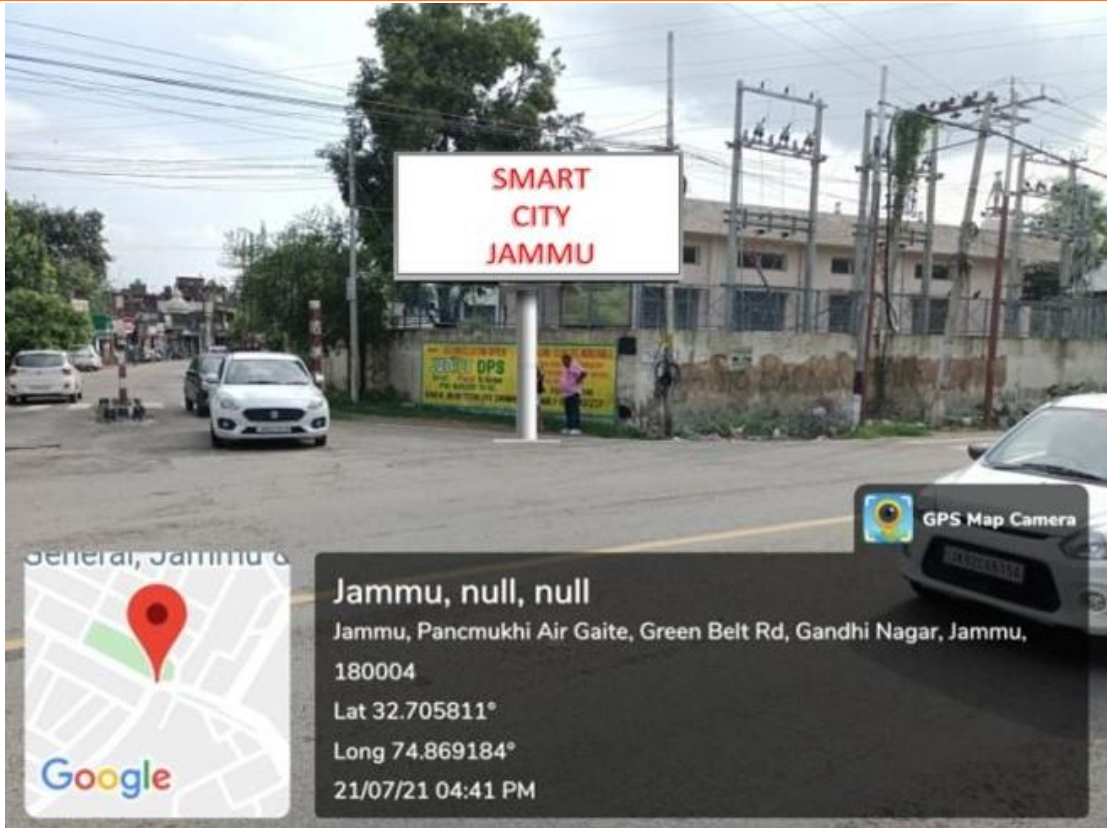




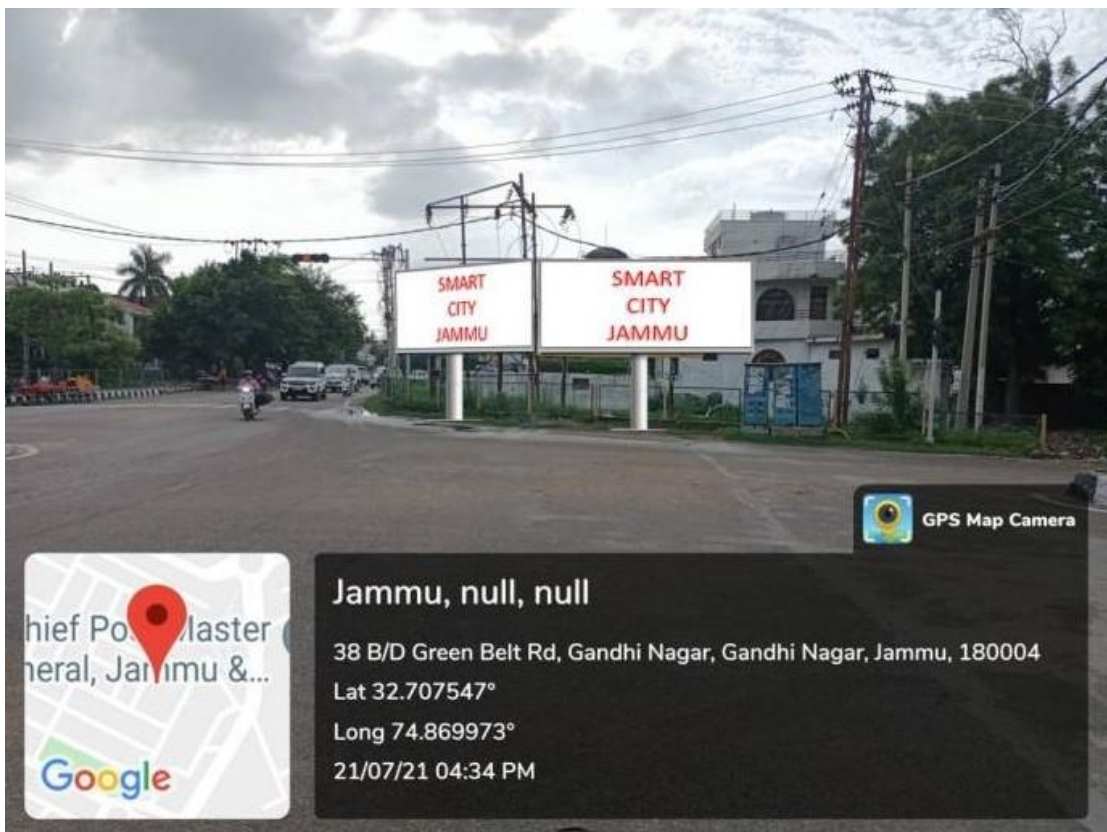


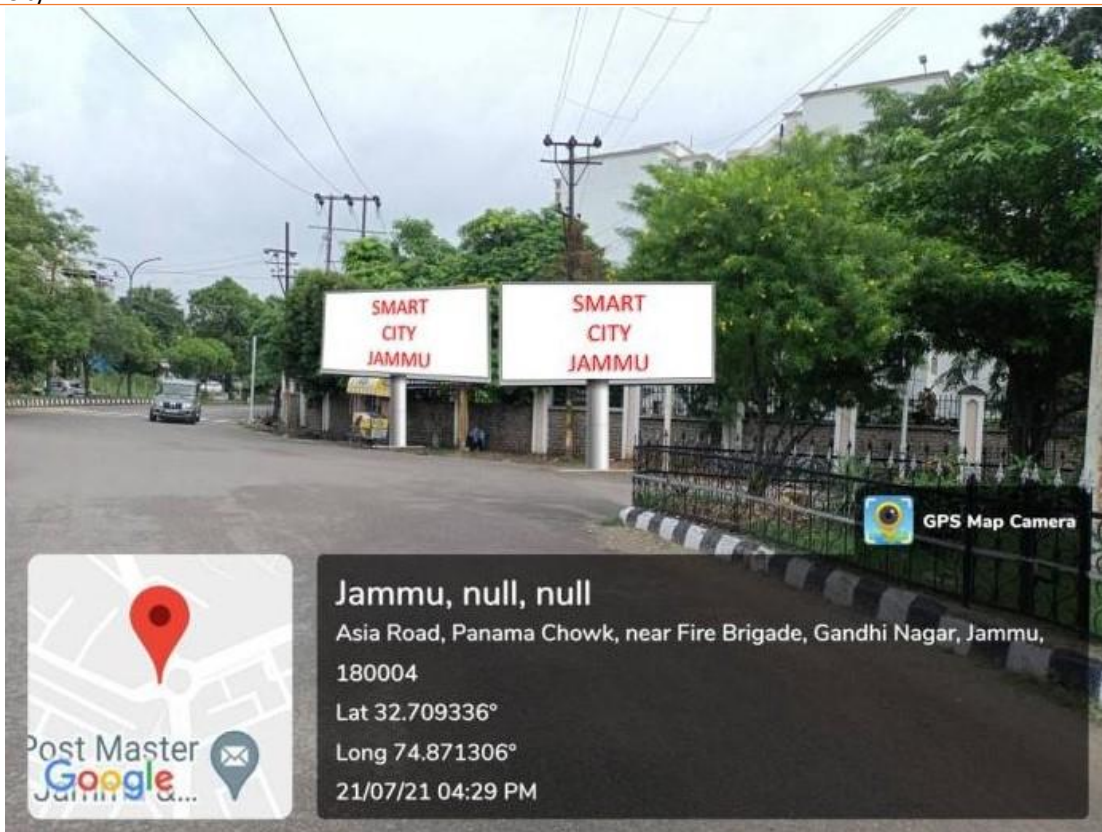


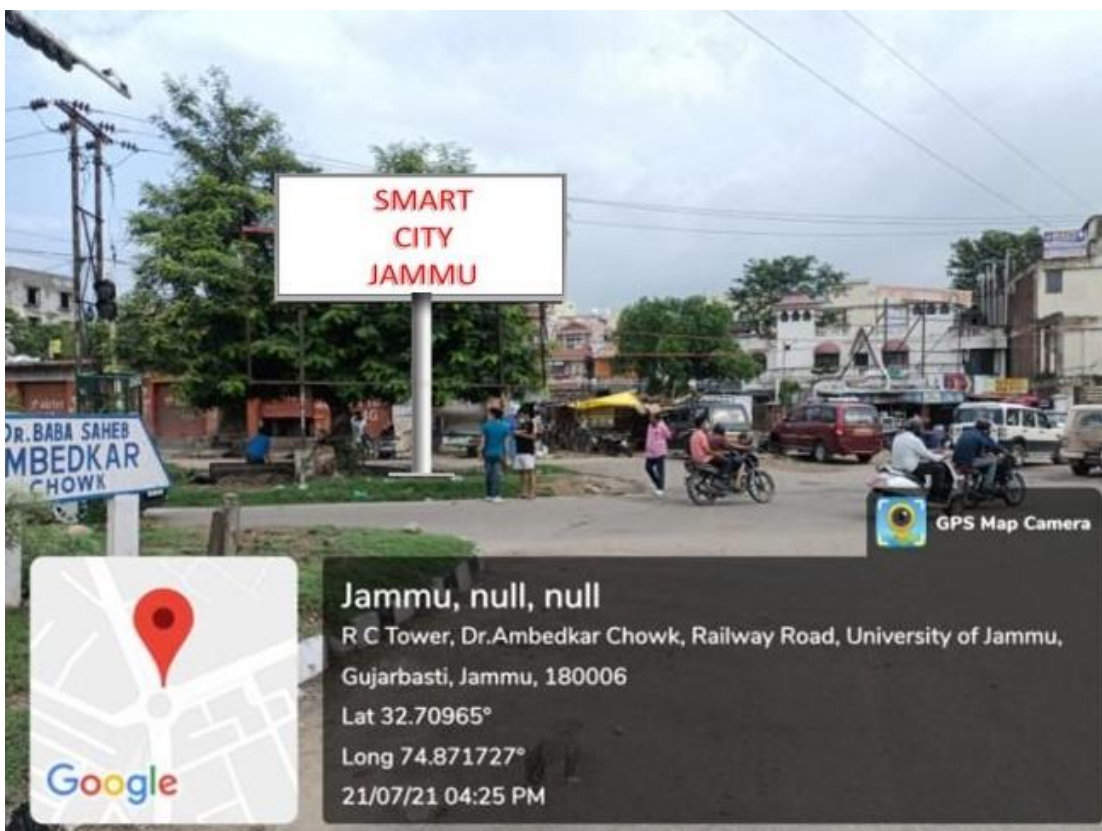


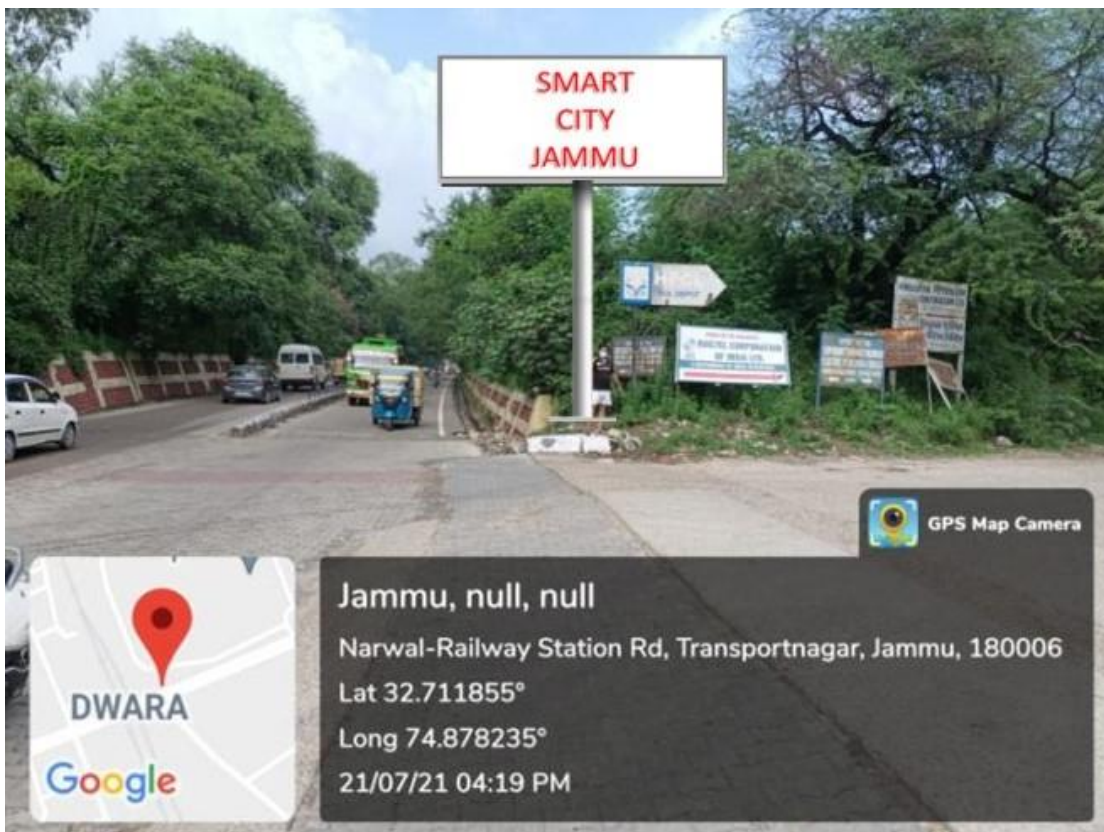
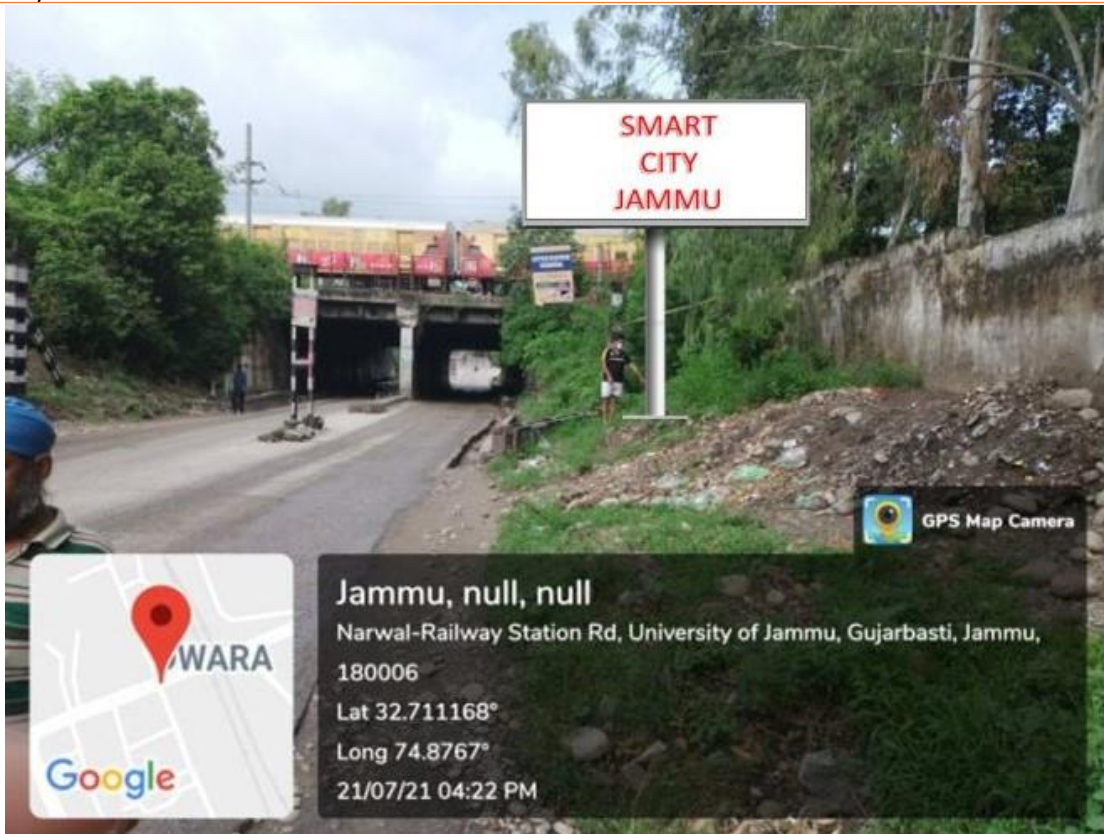








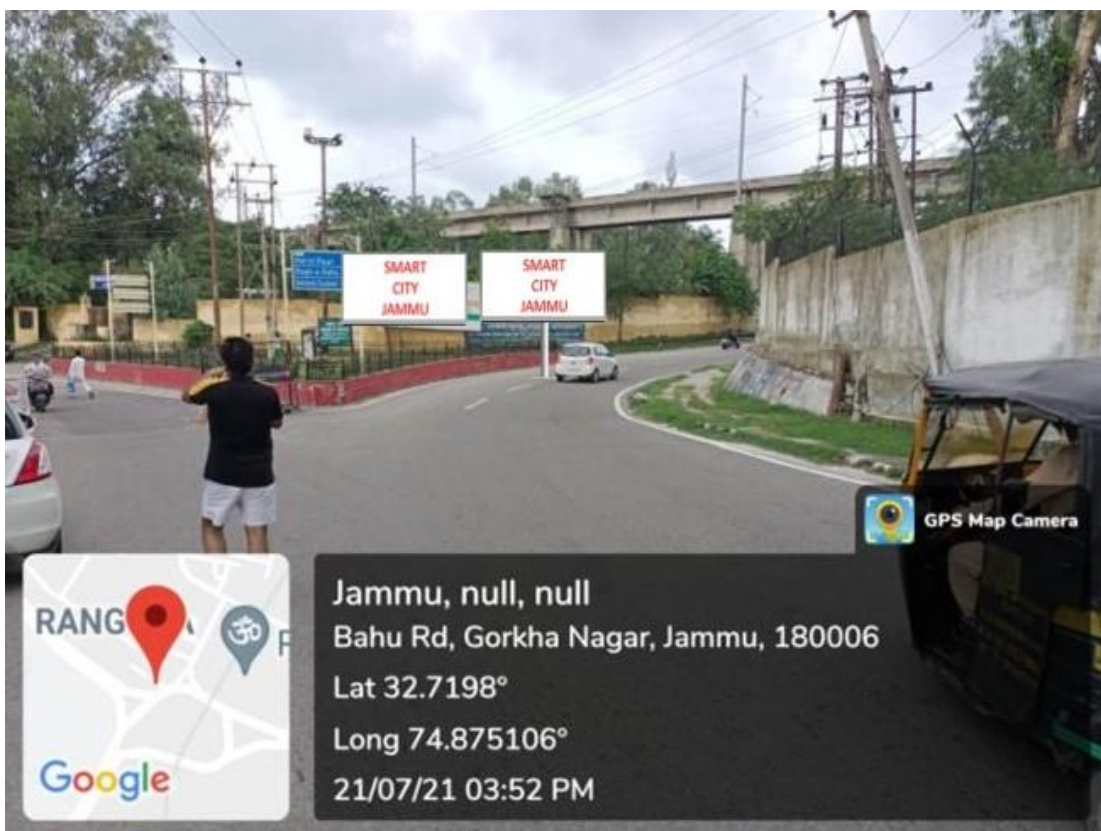








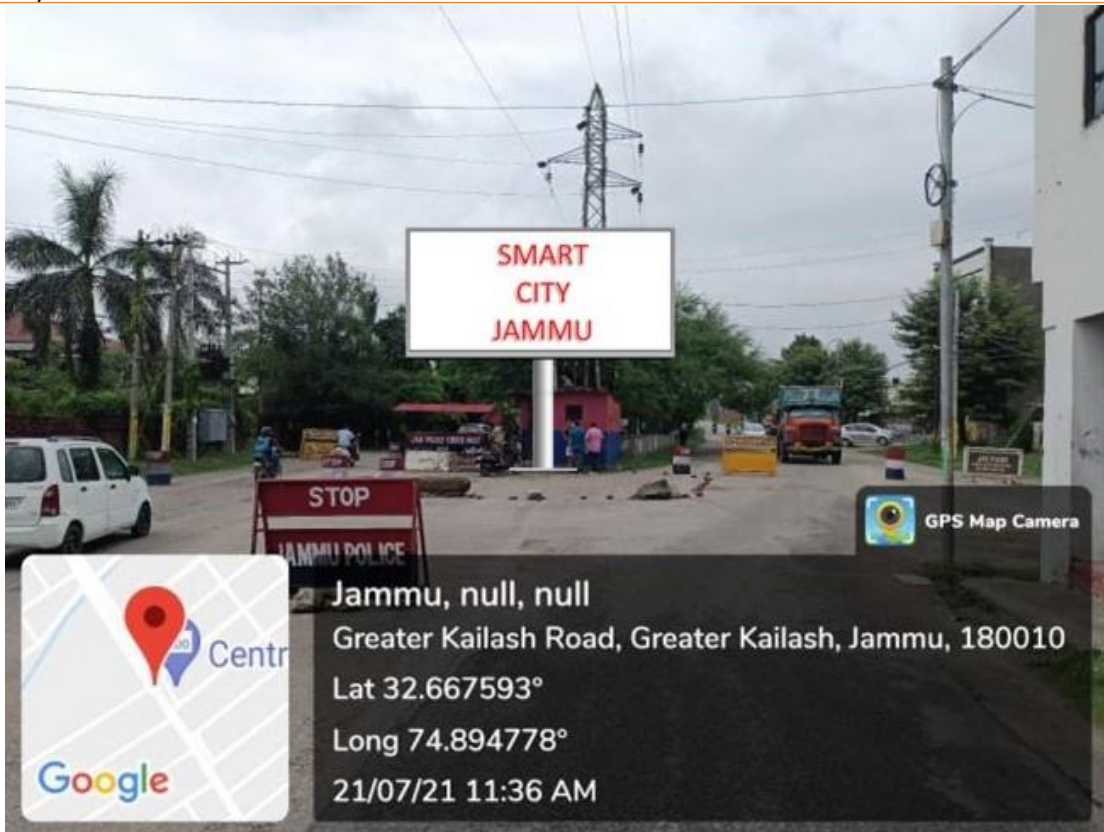


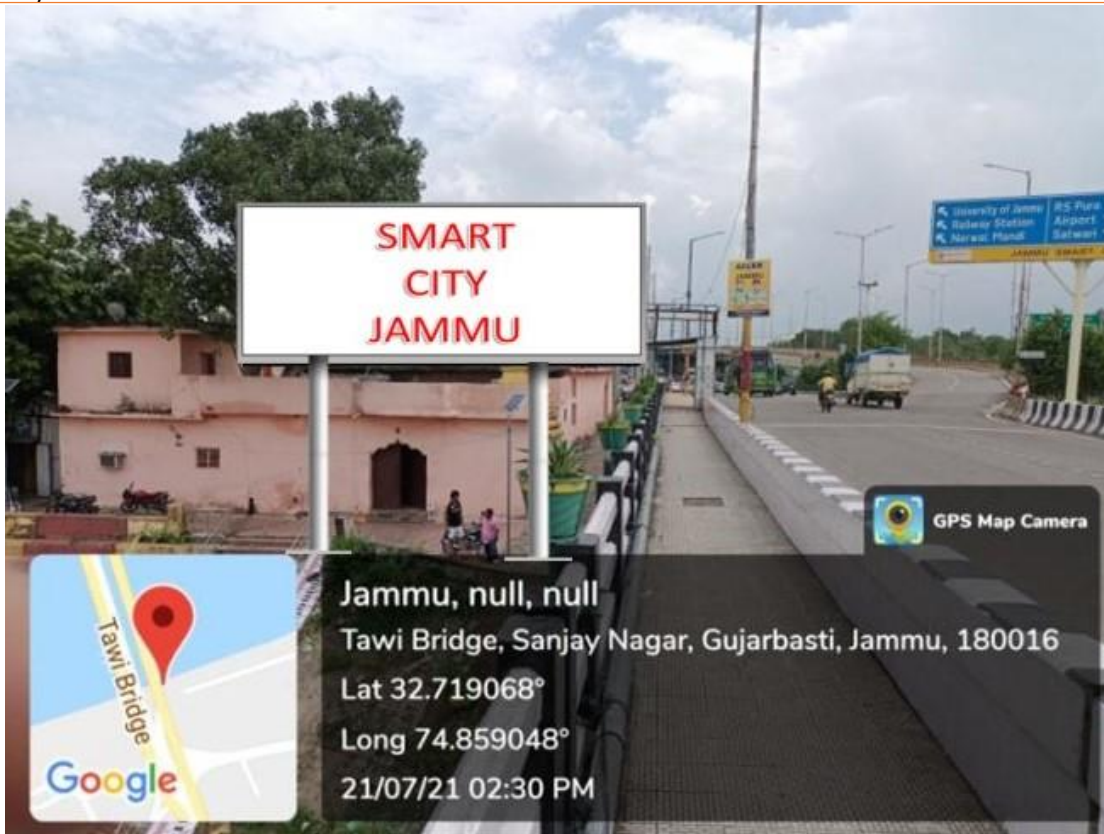




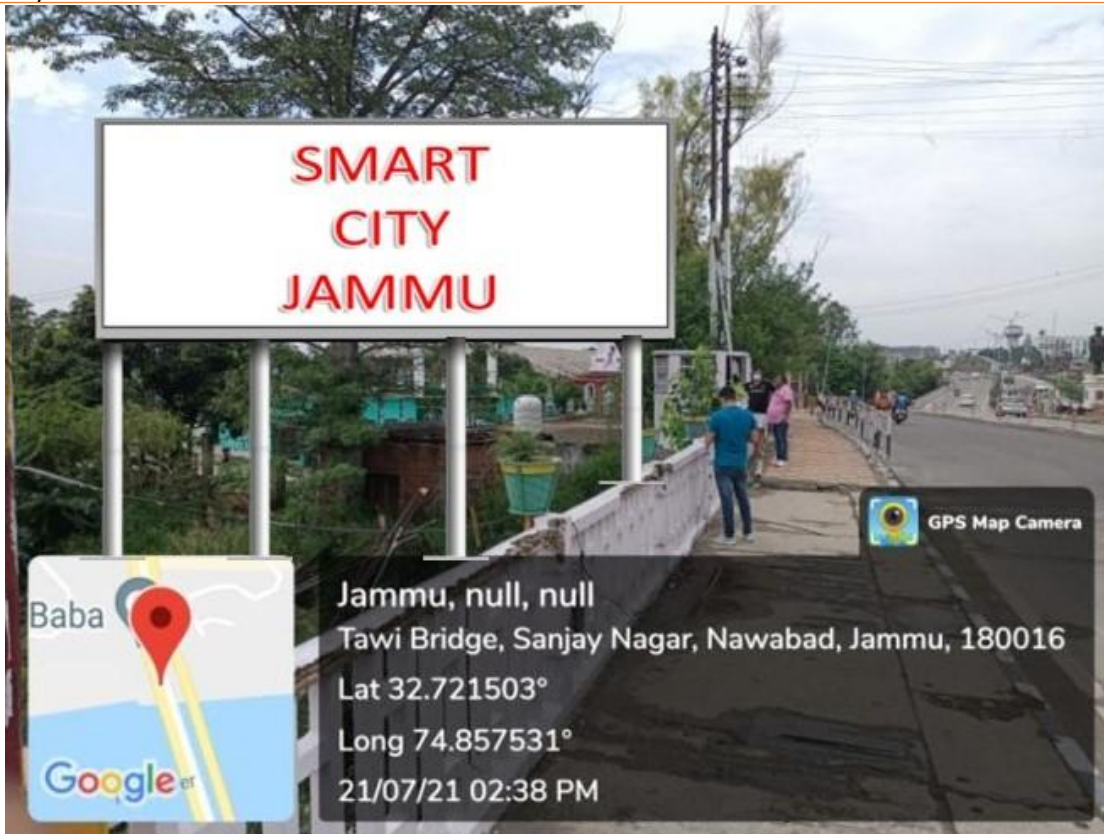




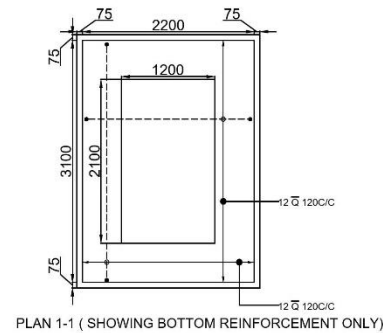
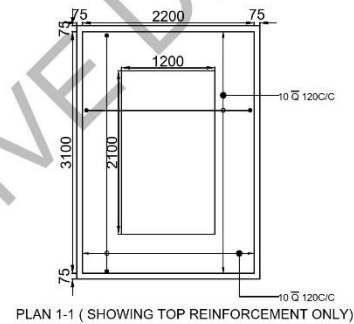
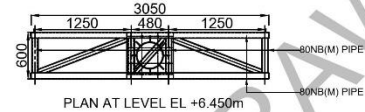
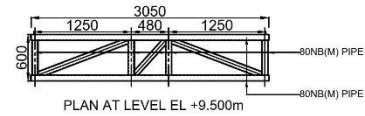
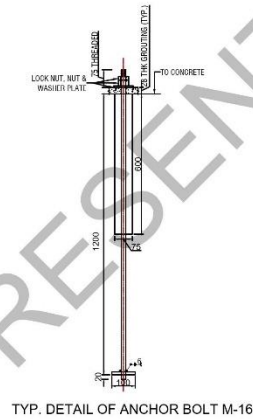
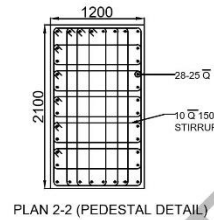
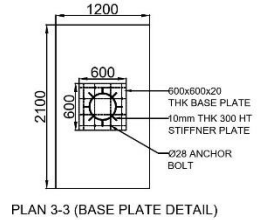
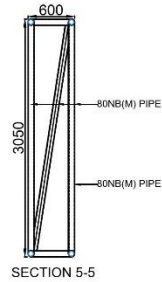
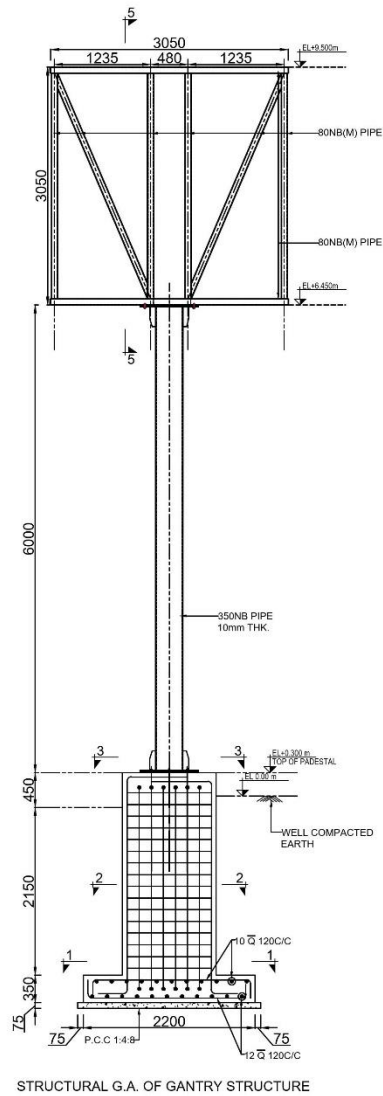








# ANNEXURE- 02



**NOTE:-**

**(A) :- FOR GENERAL**

1. ALL DIMENSION ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. THE DRAWING SHOULD BE READ IN CONJUNCTION RELEVANT ARCHITECTURAL DRAWING. ANY DISCREPANCY BETWEEN ARCH. DRAWING AND STRUCTURAL DRAWING SHALL BE RECONCILED BEFORE EXECUTION.
3. THE DIMENSION OF ROAD WIDTH & CENTRAL VERGE MAY VARY & SHALL HAVE TO BE ADJUSTED ACCORDING TO EXISTING SITUATION & FEATURES DURING PHYSICALLY LAYING OUT.

**(B) :- FOR R.C.C.**

1. DULY WRITTEN DIMENSION ARE TO BE FOLLOWED, NEITHER THE BARS SHALL BE COUNTED NOR THE DIMENSION SCALED FROM DRAWING.
2. WATER FOR CONSTRUCTION PURPOSE. SHALL CONFORM TO RELEVANT CLAUSES OF IS 456-200.
3. REINFORCED CEMENT CONCRETE SHALL BE MINIMUM GRADE OF MIX-25.
4. ALL STEEL REINFORCEMENT SHALL BE OF FE-500 N/MM<sup>2</sup>.
5. LAP LENGTH/DEVELOPMENT LENGTH FOR REINFORCEMENT BARS 41XDIA.
6. CLEAR COVER FOR-
  - 6.1. COLUMN/PEDESTAL ±40MM (FOR OUTER FACE OF LATERAL TILES)
  - 6.2. FOUNDATION -50MM
7. LAP SHOULD NOT BE PROVIDED-
  - 7.1. WITHIN A JOINT
  - 7.2. WITHIN A DISTANCE 2D FROM JOINT FACE.
  - 7.3. WITHIN A DISTANCE 1/4 LENGTH OF MEMBER FROM THE JOINT FACE.
8. NOT MORE THAN 50% OF BAR SHALL BE SPLICED AT ONE SECTION.
9. SAFE BEARING CAPACITY HAS BEEN TAKEN AS 10T/M<sup>2</sup>.
10. NOT ANY FOUNDATION SHALL BE REST ON FILLED UP SOIL.

**(A) :- FOR WELDING**

1. ALL FILLET & BUTT WELDING SHALL BE 6MM THK. U.N.O
2. DIA OF ELECTRODE ROD USED SHALL BE 5MM FROM UP TO 10MM THK. GUSSET PLATE AND 8MM FOR THICKNESS GREATER THAN 10MM AND SHALL BE AS PER IS: 814-1974.
3. LENGTH OF THE ELECTRODE SHOULD BE 450MM ±6MM.
4. THE CONTACT END OF THE ELECTRODE SHALL BE BARE END CLEAN TO A LENGTH 20 TO 30MM.
5. THE FLUX COVERING SHALL BE OF UNIFORM IN OUTSIDE DIAMETER AND THICKNESS.
6. THE COVERING SHALL BURN OR FUSE EVENLY.
7. A DEEP PENETRATION ELECTRODES SHALL PROVIDED A MINIMUM PENETRATION OF 4MM BEYOND THE ROOT WHERE THE ELECTRODE IS CONTINUOUSLY DEPOSITED IN A CLOSE SQUARE TEE JOINT BETWEEN TWO PLATES, EACH OF THICKNESS EQUAL TO TWICE THE CORE DIAMETER OF THE ELECTRODE.
8. ALL WELDING SHALL BE AS PER IS 820 CODE OF PRACTICE FOR THE USE OF WELDING IN TUBULAR CONSTRUCTION.
9. ALL PAINTING WORK SHALL CONFIRM TO IS 1479 PART - I & II AND IS 8629.

**ANCHOR BOLT SCHEDULE**

SYMBOL	QUANTITY	DIAMETER	H	h	B	T	R	TOTAL LENGTH
8		28	950	125	125	150	65	1200

**NOTE:-**

- (D) :- FOR STRUCTURAL STEEL AND BOLTS**
01. STRUCTURAL STEEL SHALL BE FE 250 FOR GUSSETS AND BASE PLATE.
  02. GRADE OF PIPE SHALL BE FE 250.
  03. GRADE OF BOLTS SHALL BE 8.8 GRADE.
- (E) :- IS-CODES**
01. IS-456 FOR RCC DESIGN.
  02. IS-800 FOR STEEL DESIGN.
  03. IS-875 PART 3 FOR WIND LOAD.
- \*ALL NUTS, BOLTS AND WASHERS MUST BE ZINC PLATED AS PER RELEVANT STANDARD TO AVOID RUSTING.**

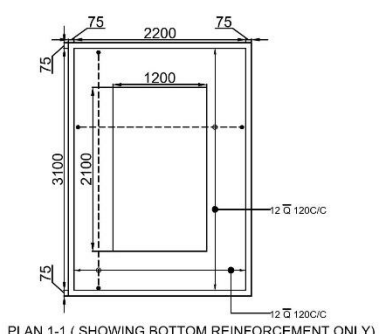
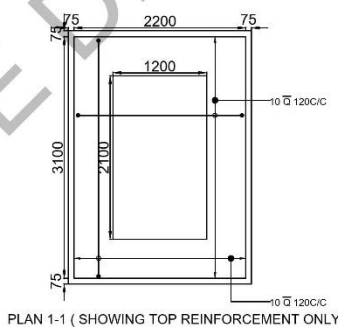
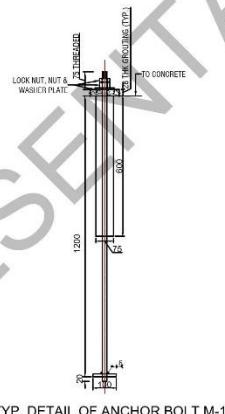
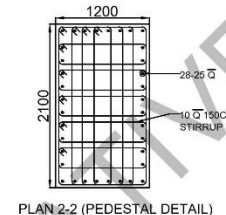
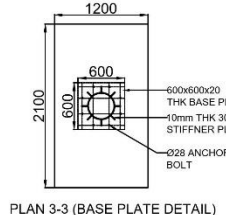
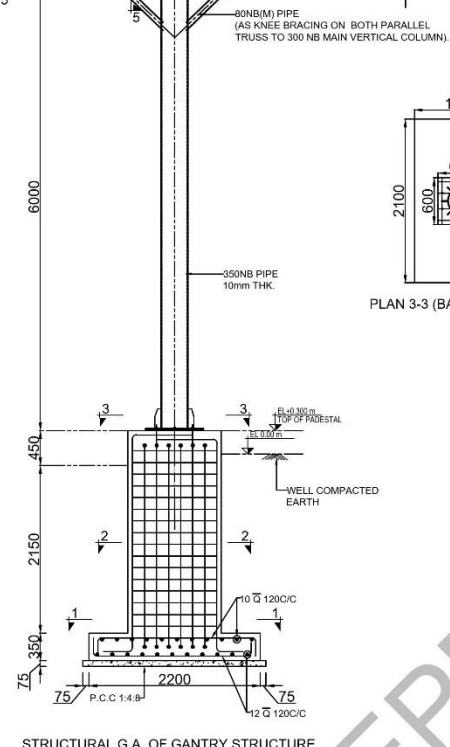
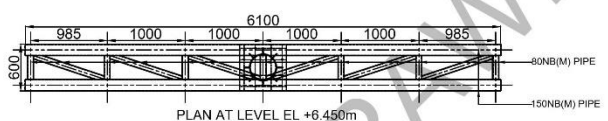
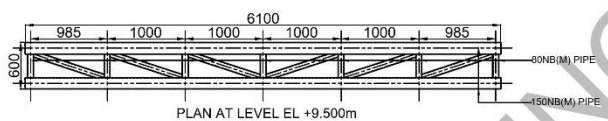
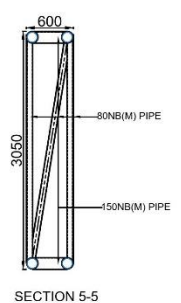
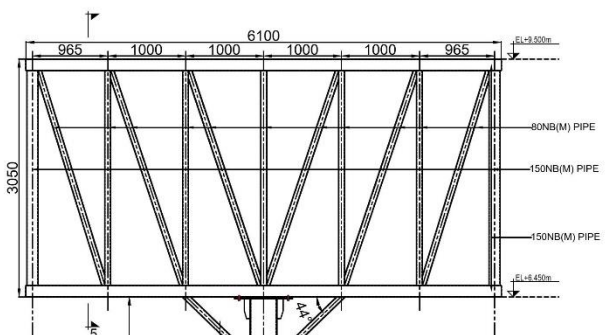
DRAWING TITLE:-  
TYPE 01: STATIC AD PANEL: 3.050m BUTTERFLY GANTRY STRUCTURE

CONSULTANT:  
TPF Getinsa Euroestudio-Rodic Consultants (Joint Venture)in Association with Fortress Infrastructure Advisory Services.

PROJECT: JAMMU SMART CITY PROJECT  
DATE: 13 OCT. 2021

DRAWING STATUS:	SCALE	
SHEET No. : 01/01	FTS	REVISION : R01
DRG. No. : JSCL/SAP/STR./01/01		





- NOTE:-**
- (A) :- FOR GENERAL**
- ALL DIMENSION ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
  - THE DRAWING SHOULD BE READ IN CONJUNCTION RELEVANT ARCHITECTURAL DRAWING. ANY DISCREPANCY BETWEEN ARCH. DRAWING AND STRUCTURAL DRAWING SHALL BE RECONCILED BEFORE EXECUTION.
  - THE DIMENSION OF ROAD WIDTH & CENTRAL VERGE MAY VARY & SHALL HAVE TO BE ADJUSTED ACCORDING TO EXISTING SITUATION & FEATURES DURING PHYSICALLY LAYING OUT.
- (B) :- FOR R.C.C.**
- DULY WRITTEN DIMENSION ARE TO BE FOLLOWED, NEITHER THE BARS SHALL BE COUNTED NOR THE DIMENSION SCALED FROM DRAWING.
  - WATER FOR CONSTRUCTION PURPOSE. SHALL CONFORM TO RELEVANT CLAUSES OF IS 456-200.
  - REINFORCED CEMENT CONCRETE SHALL BE MINIMUM GRADE OF MIX-25.
  - ALL STEEL REINFORCEMENT SHALL BE OF FE-500 N/MM<sup>2</sup>.
  - LAP LENGTH/DEVELOPMENT LENGTH FOR REINFORCEMENT BARS 41XDIA.
  - CLEAR COVER FOR-
    - COLUMN/PEDESTAL =40MM (FOR OUTER FACE OF LATERAL TILES)
    - FOUNDATION -50MM
  - LAP SHOULD NOT BE PROVIDED-
    - WITHIN A JOINT
    - WITHIN A DISTANCE 2D FROM JOINT FACE.
    - WITHIN A DISTANCE 1/4 LENGTH OF MEMBER FROM THE JOINT FACE.
  - NOT MORE THAN 50% OF BAR SHALL BE SPLICED AT ONE SECTION.
  - SAFE BEARING CAPACITY HAS BEEN TAKEN AS 10T/M<sup>2</sup>.
  - NOT ANY FOUNDATION SHALL BE REST ON FILLED UP SOIL.

- (A) :- FOR WELDING**
- ALL FILLET & BUTT WELDING SHALL BE 6MM THK. U.N.O
  - DIA OF ELECTRODE ROD USED SHALL BE 5MM FROM UP TO 10MM THK. GUSSET PLATE AND 8MM FOR THICKNESS GREATER THAN 10MM AND SHALL BE AS PER IS: 814-1974.
  - LENGTH OF THE ELECTRODE SHOULD BE 450MM ±6MM.
  - THE CONTACT END OF THE ELECTRODE SHALL BE BARE END CLEAN TO A LENGTH 20 TO 30MM.
  - THE FLUX COVERING SHALL BE OF UNIFORM IN OUTSIDE DIAMETER AND THICKNESS.
  - THE COVERING SHALL BURN OR FUSE EVENLY.
  - A DEEP PENETRATION ELECTRODES SHALL PROVIDED A MINIMUM PENETRATION OF 4MM BEYOND THE ROOT WHERE THE ELECTRODE IS CONTINUOUSLY DEPOSITED IN A CLOSE SQUARE TEE JOINT BETWEEN TWO PLATES, EACH OF THICKNESS EQUAL TO TWICE THE CORE DIAMETER OF THE ELECTRODE.
  - ALL WELDING SHALL BE AS PER IS 820 CODE OF PRACTICE FOR THE USE OF WELDING IN TUBULAR CONSTRUCTION.
  - ALL PAINTING WORK SHALL CONFIRM TO IS 1479 PART -I & II AND IS 8629.

**ANCHOR BOLT SCHEDULE**

SYMBOL	QUANTITY	DIAMETER	H	h	B	T	R	TOTAL LENGTH
8	28	950	125	125	150	65	1200	

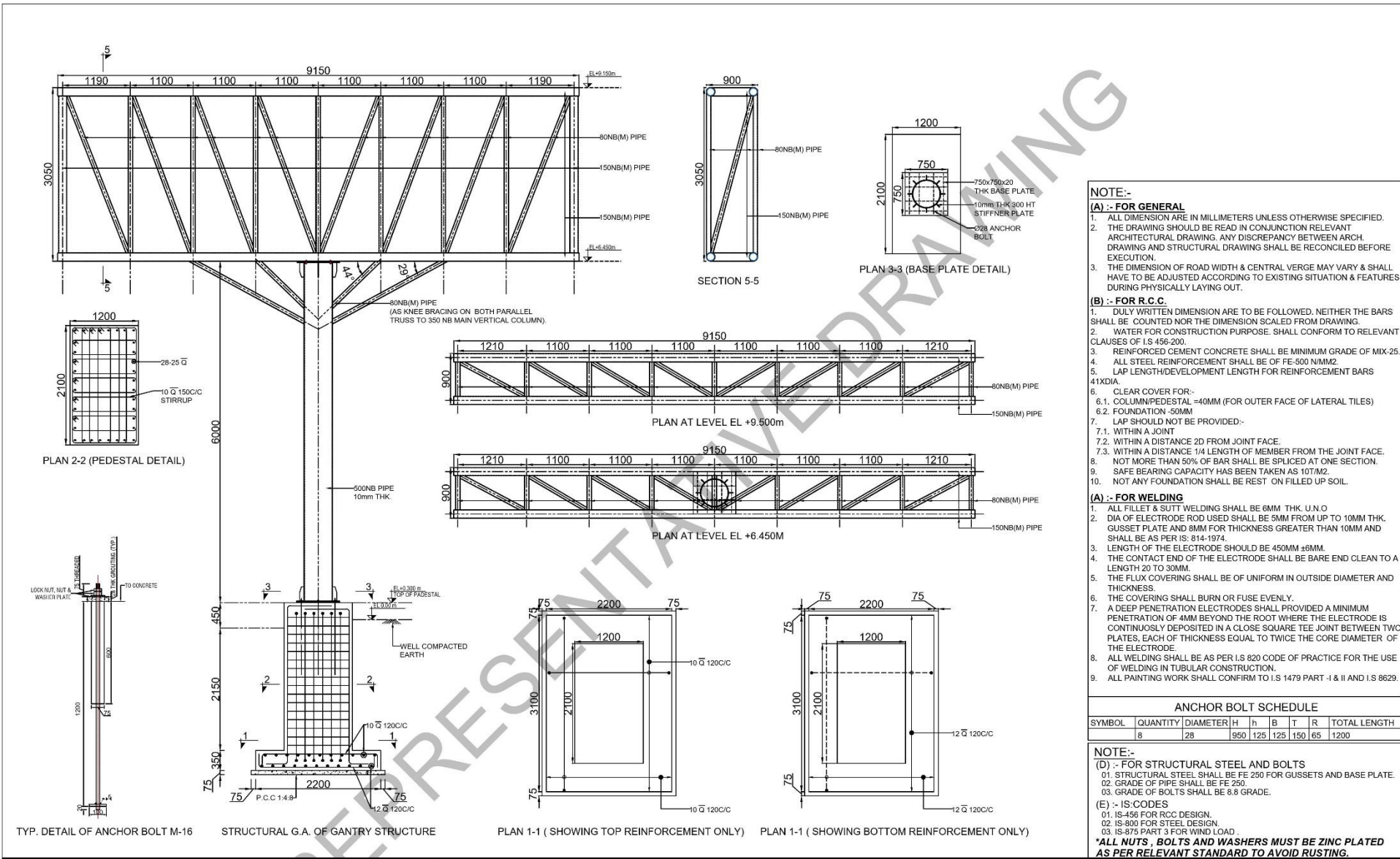
- NOTE:-**
- (D) :- FOR STRUCTURAL STEEL AND BOLTS**
- STRUCTURAL STEEL SHALL BE FE 250 FOR GUSSETS AND BASE PLATE.
  - GRADE OF PIPE SHALL BE FE 250.
  - GRADE OF BOLTS SHALL BE 8.8 GRADE.
- (E) :- IS-CODES**
- IS-456 FOR RCC DESIGN.
  - IS-800 FOR STEEL DESIGN.
  - IS-875 PART 3 FOR WIND LOAD.
- \*ALL NUTS , BOLTS AND WASHERS MUST BE ZINC PLATED AS PER RELEVANT STANDARD TO AVOID RUSTING.**

**DRAWING TITLE:-**  
 TYPE 02: STATIC AD PANEL: 6.100M BUTTERFLY GANTRY STRUCTURE

**CONSULTANT:**  
 TPF Getinsa Euroestudio-Rodic Consultants (Joint Venture)in Association with Fortress Infrastructure Advisory Services.

**PROJECT: JAMMU SMART CITY PROJECT**  
 DATE: 13 OCT. 2021

<b>DRAWING STATUS:</b>	SCALE	
SHEET No. : 01/01	FTS	REVISION : R01
DRG. No. : JSCL/SAP/STR./02/01		



- NOTE:-**
- (A) :- FOR GENERAL**
1. ALL DIMENSION ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
  2. THE DRAWING SHOULD BE READ IN CONJUNCTION RELEVANT ARCHITECTURAL DRAWING. ANY DISCREPANCY BETWEEN ARCH. DRAWING AND STRUCTURAL DRAWING SHALL BE RECONCILED BEFORE EXECUTION.
  3. THE DIMENSION OF ROAD WIDTH & CENTRAL VERGE MAY VARY & SHALL HAVE TO BE ADJUSTED ACCORDING TO EXISTING SITUATION & FEATURES DURING PHYSICALLY LAYING OUT.
- (B) :- FOR R.C.C.**
1. DULY WRITTEN DIMENSION ARE TO BE FOLLOWED. NEITHER THE BARS SHALL BE COUNTED NOR THE DIMENSION SCALED FROM DRAWING.
  2. WATER FOR CONSTRUCTION PURPOSE. SHALL CONFORM TO RELEVANT CLAUSES OF IS 456-200.
  3. REINFORCED CEMENT CONCRETE SHALL BE MINIMUM GRADE OF MIX-25.
  4. ALL STEEL REINFORCEMENT SHALL BE OF FE-500 NMM2.
  5. LAP LENGTH/DEVELOPMENT LENGTH FOR REINFORCEMENT BARS 41XDIA.
  6. CLEAR COVER FOR:-
    - 6.1. COLUMN/PEDESTAL =40MM (FOR OUTER FACE OF LATERAL TILES)
    - 6.2. FOUNDATION =50MM
  7. LAP SHOULD NOT BE PROVIDED:-
    - 7.1. WITHIN A JOINT
    - 7.2. WITHIN A DISTANCE 2D FROM JOINT FACE.
    - 7.3. WITHIN A DISTANCE 1/4 LENGTH OF MEMBER FROM THE JOINT FACE.
  8. NOT MORE THAN 50% OF BAR SHALL BE SPLICED AT ONE SECTION.
  9. SAFE BEARING CAPACITY HAS BEEN TAKEN AS 10T/M2.
  10. NOT ANY FOUNDATION SHALL BE REST ON FILLED UP SOIL.

- (A) :- FOR WELDING**
1. ALL FILLET & BUTT WELDING SHALL BE 6MM THK. U.N.O
  2. DIA OF ELECTRODE ROD USED SHALL BE 5MM FROM UP TO 10MM THK. GUSSET PLATE AND 8MM FOR THICKNESS GREATER THAN 10MM AND SHALL BE AS PER IS: 814-1974.
  3. LENGTH OF THE ELECTRODE SHOULD BE 450MM ±6MM.
  4. THE CONTACT END OF THE ELECTRODE SHALL BE BARE END CLEAN TO A LENGTH 20 TO 30MM.
  5. THE FLUX COVERING SHALL BE OF UNIFORM IN OUTSIDE DIAMETER AND THICKNESS.
  6. THE COVERING SHALL BURN OR FUSE EVENLY.
  7. A DEEP PENETRATION ELECTRODES SHALL PROVIDED A MINIMUM PENETRATION OF 4MM BEYOND THE ROOT WHERE THE ELECTRODE IS CONTINUOUSLY DEPOSITED IN A CLOSE SQUARE TEE JOINT BETWEEN TWO PLATES, EACH OF THICKNESS EQUAL TO TWICE THE CORE DIAMETER OF THE ELECTRODE.
  8. ALL WELDING SHALL BE AS PER I.S. 820 CODE OF PRACTICE FOR THE USE OF WELDING IN TUBULAR CONSTRUCTION.
  9. ALL PAINTING WORK SHALL CONFIRM TO IS 1479 PART - I & II AND I.S 8629.

**ANCHOR BOLT SCHEDULE**

SYMBOL	QUANTITY	DIAMETER	H	h	B	T	R	TOTAL LENGTH
B	28	950	125	125	150	65	1200	

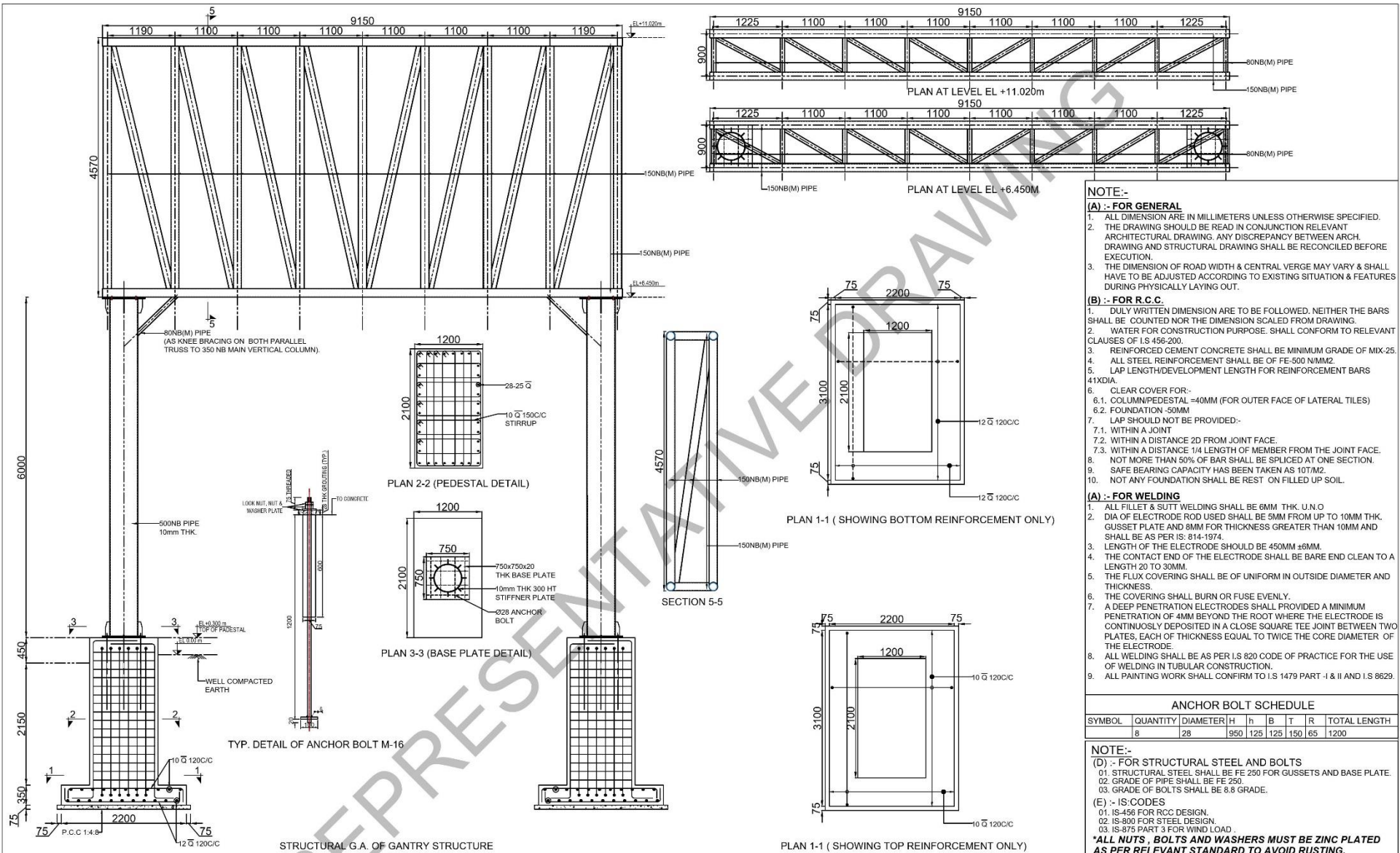
- NOTE:-**
- (D) :- FOR STRUCTURAL STEEL AND BOLTS**
01. STRUCTURAL STEEL SHALL BE FE 250 FOR GUSSETS AND BASE PLATE.
  02. GRADE OF PIPE SHALL BE FE 250.
  03. GRADE OF BOLTS SHALL BE 8.8 GRADE.
- (E) :- IS CODES**
01. IS-456 FOR RCC DESIGN.
  02. IS-800 FOR STEEL DESIGN.
  03. IS-875 PART 3 FOR WIND LOAD.
- \*ALL NUTS , BOLTS AND WASHERS MUST BE ZINC PLATED AS PER RELEVANT STANDARD TO AVOID RUSTING.**

**DRAWING TITLE:-**  
**TYPE 03: STATIC AD PANEL: 9.150M BUTTERFLY GANTRY STRUCTURE**

**CONSULTANT:**  
**TPF Getinsa Euroestudio-Rodic Consultants (Joint Venture)in Association with Fortress Infrastructure Advisory Services.**

**PROJECT: JAMMU SMART CITY PROJECT**  
 DATE: 13 OCT. 2021

<b>DRAWING STATUS:</b>	<b>SCALE</b>	
<b>SHEET No. : 01/01</b>	<b>FTS</b>	<b>REVISION : R01</b>
<b>DRG. No. : JSCL/SAP/STR./03/01</b>		



**ANCHOR BOLT SCHEDULE**

SYMBOL	QUANTITY	DIAMETER	H	h	B	T	R	TOTAL LENGTH
B	28	950	125	125	150	65	1200	

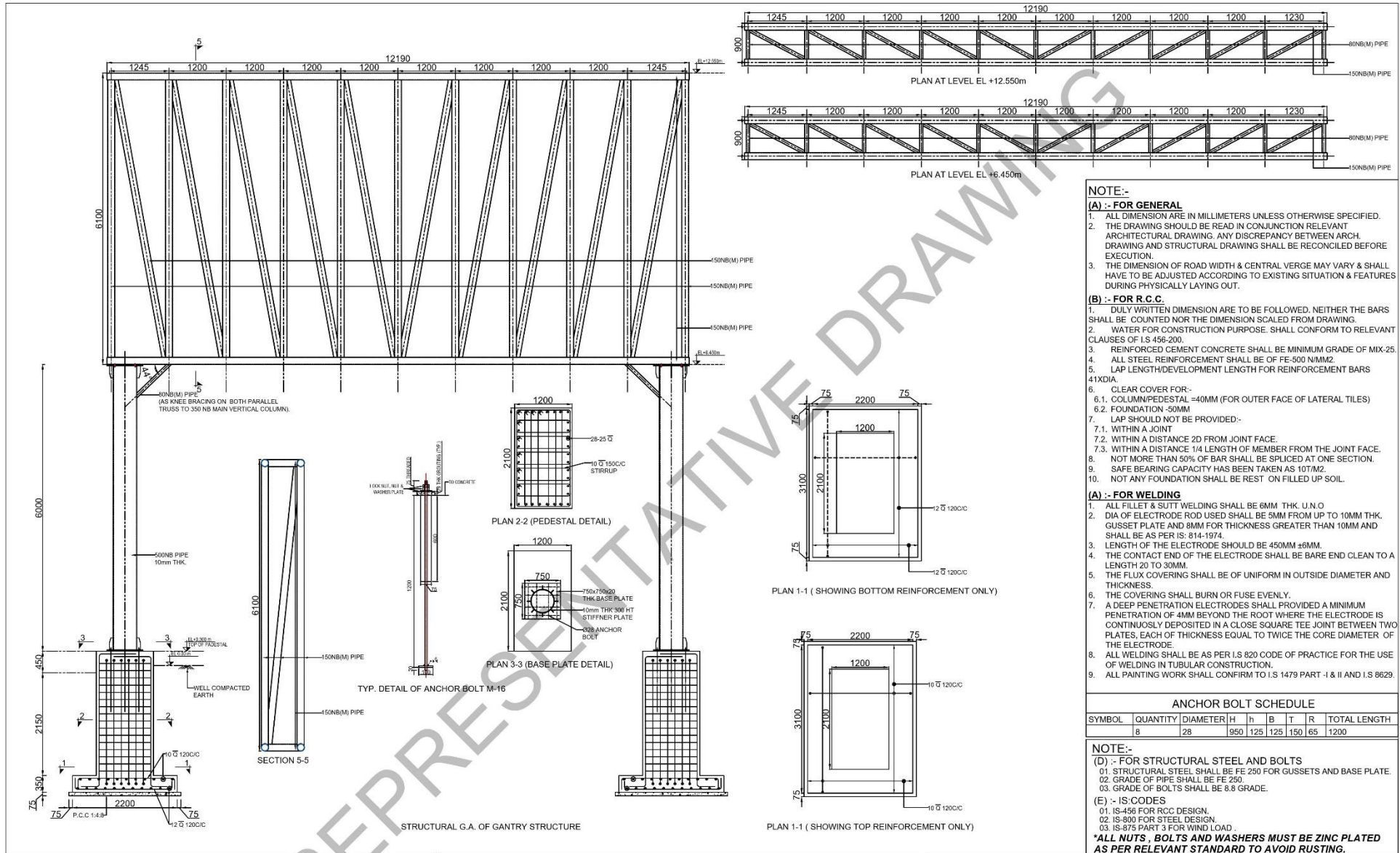
**NOTE:-**  
**(D) :- FOR STRUCTURAL STEEL AND BOLTS**  
 01. STRUCTURAL STEEL SHALL BE FE 250 FOR GUSSETS AND BASE PLATE.  
 02. GRADE OF PIPE SHALL BE FE 250.  
 03. GRADE OF BOLTS SHALL BE 8.8 GRADE.  
**(E) :- IS CODES**  
 01. IS-456 FOR RCC DESIGN.  
 02. IS-800 FOR STEEL DESIGN.  
 03. IS-875 PART 3 FOR WIND LOAD.  
**\*ALL NUTS , BOLTS AND WASHERS MUST BE ZINC PLATED AS PER RELEVANT STANDARD TO AVOID RUSTING.**

**DRAWING TITLE:-**  
**TYPE 04: STATIC AD PANEL: 9.150M OVERHEAD DOUBLE LEGGED GANTRY STRUCTURE**

**CONSULTANT:**  
**TPF Getinsa Euroestudio-Rodic Consultants (Joint Venture)in Association with Fortress Infrastructure Advisory Services.**

**PROJECT: JAMMU SMART CITY PROJECT**  
**DATE: 13 OCT. 2021**

<b>DRAWING STATUS:</b>	<b>SCALE</b>	
<b>SHEET No. : 01/01</b>	<b>FTS</b>	<b>REVISION : R01</b>
<b>DRG. No. : JSCL/SAP/STR./04/01</b>		



**NOTE:-**

**(A) :- FOR GENERAL**

1. ALL DIMENSION ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. THE DRAWING SHOULD BE READ IN CONJUNCTION RELEVANT ARCHITECTURAL DRAWING. ANY DISCREPANCY BETWEEN ARCH. DRAWING AND STRUCTURAL DRAWING SHALL BE RECONCILED BEFORE EXECUTION.
3. THE DIMENSION OF ROAD WIDTH & CENTRAL VERGE MAY VARY & SHALL HAVE TO BE ADJUSTED ACCORDING TO EXISTING SITUATION & FEATURES DURING PHYSICALLY LAYING OUT.

**(B) :- FOR R.C.C.**

1. DULY WRITTEN DIMENSION ARE TO BE FOLLOWED. NEITHER THE BARS SHALL BE COUNTED NOR THE DIMENSION SCALED FROM DRAWING.
2. WATER FOR CONSTRUCTION PURPOSE. SHALL CONFORM TO RELEVANT CLAUSES OF IS 456-200.
3. REINFORCED CEMENT CONCRETE SHALL BE MINIMUM GRADE OF MIX-25.
4. ALL STEEL REINFORCEMENT SHALL BE OF FE-500 N/MM<sup>2</sup>.
5. LAP LENGTH/DEVELOPMENT LENGTH FOR REINFORCEMENT BARS 41XDIA.
6. CLEAR COVER FOR-
  - 6.1. COLUMN/PEDESTAL =40MM (FOR OUTER FACE OF LATERAL TILES)
  - 6.2. FOUNDATION -50MM
7. LAP SHOULD NOT BE PROVIDED-
  - 7.1. WITHIN A JOINT
  - 7.2. WITHIN A DISTANCE 2D FROM JOINT FACE.
  - 7.3. WITHIN A DISTANCE 1/4 LENGTH OF MEMBER FROM THE JOINT FACE.
8. NOT MORE THAN 50% OF BAR SHALL BE SPLICED AT ONE SECTION.
9. SAFE BEARING CAPACITY HAS BEEN TAKEN AS 10T/M<sup>2</sup>.
10. NOT ANY FOUNDATION SHALL BE REST ON FILLED UP SOIL.

**(A) :- FOR WELDING**

1. ALL FILLET & BUTT WELDING SHALL BE 6MM THK. U.N.O
2. DIA OF ELECTRODE ROD USED SHALL BE 5MM FROM UP TO 10MM THK. GUSSET PLATE AND 8MM FOR THICKNESS GREATER THAN 10MM AND SHALL BE AS PER IS: 814-1974.
3. LENGTH OF THE ELECTRODE SHOULD BE 450MM ±6MM.
4. THE CONTACT END OF THE ELECTRODE SHALL BE BARE END CLEAN TO A LENGTH 20 TO 30MM.
5. THE FLUX COVERING SHALL BE OF UNIFORM IN OUTSIDE DIAMETER AND THICKNESS.
6. THE COVERING SHALL BURN OR FUSE EVENLY.
7. A DEEP PENETRATION ELECTRODES SHALL PROVIDED A MINIMUM PENETRATION OF 4MM BEYOND THE ROOT WHERE THE ELECTRODE IS CONTINUOUSLY DEPOSITED IN A CLOSE SQUARE TEE JOINT BETWEEN TWO PLATES, EACH OF THICKNESS EQUAL TO TWICE THE CORE DIAMETER OF THE ELECTRODE.
8. ALL WELDING SHALL BE AS PER IS 820 CODE OF PRACTICE FOR THE USE OF WELDING IN TUBULAR CONSTRUCTION.
9. ALL PAINTING WORK SHALL CONFIRM TO IS 1479 PART - I & II AND IS 8629.

**ANCHOR BOLT SCHEDULE**

SYMBOL	QUANTITY	DIAMETER	H	h	B	T	R	TOTAL LENGTH
8	28	950	125	125	150	65	1200	

**NOTE:-**

**(D) :- FOR STRUCTURAL STEEL AND BOLTS**

01. STRUCTURAL STEEL SHALL BE FE 250 FOR GUSSETS AND BASE PLATE.
02. GRADE OF PIPE SHALL BE FE 250.
03. GRADE OF BOLTS SHALL BE 8.8 GRADE.

**(E) :- IS-CODES**

01. IS-456 FOR RCC DESIGN.
02. IS-800 FOR STEEL DESIGN.
03. IS-875 PART 3 FOR WIND LOAD.

**\*ALL NUTS, BOLTS AND WASHERS MUST BE ZINC PLATED AS PER RELEVANT STANDARD TO AVOID RUSTING.**

DRAWING TITLE:- TYPE 05: STATIC AD PANEL: 12.190M OVERHEAD DOUBLE LEGGED GANTRY STRUCTURE	CONSULTANT:	PROJECT: JAMMU SMART CITY PROJECT	
	TPF Getinsa Euroestudio-Rodic Consultants (Joint Venture)in Association with Fortress Infrastructure Advisory Services.	DRAWING STATUS:	DATE: 13 OCT. 2021
		SHEET No. : 01/01	SCALE
		DRG. No. : JSCL/SAP/STR./05/01	FTS
			REVISION : R01