

# Kashmir Power Distribution Corporation Ltd.



## STANDARD BIDDING DOCUMENT

For

Name of Work

Reconstruction of damaged Electrical infrastructure of LT Lines of KPDCL ED Awantipora Sub Division Pampore for the Damages caused due to recent Floods in Kashmir during August - September 2025 under SASCI Part I (Diaster)

e-NIT NO: EDA/15 of 2026-27

Dated: 26-05-2026

Tender Floating Division: KPDCL Division Awantipora

Date of Issue: 26-05-2026

End Date of Tendering: 18-06-2026

Extended Date up-to:

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## **Note To The Prospective Bidders:-**

The prospective Bidders are expected to examine all instructions, forms, terms and specifications in this e-Bid document, carefully. Failure to furnish all/any information, required as per the e-Bid document or submission of e-Bid not responsive to this document, in every respect will entirely be at the Bidder's risk and may result in rejection of his e-Bid.

**The Bidders from States / UTs other than UT of J&K, shall have to pay the e-Bid Document fee in the shape of Demand Draft (Non-refundable) payable in favour of the Tender Floating Authority.**

1. The Bidder shall have to pay the e-Bid Document Fee in the shape of Treasury receipt (TR)/ Treasury Challan/ DD (Non-refundable) from any Nationalized / Scheduled Bank as Stipulated in the Clause-3 of Bid Data Sheet (BDS). Scanned Copy of the same shall be up-loaded with the Techno-Commercial bid (part-I of the Bid). Original Copy of the Tender Fee, in case of DD only, shall be submitted with Hard copy of the Bid in separate envelope in the office of Tender Floating Authority on or before opening of Techno-Commercial bids.
2. DD/CDR/FDR/BG duly pledged to the **Executive Engineer, KPDCL Division Awantipora** stipulated in clause 4 of BDS as Earnest Money (2% of the Estimated Cost) shall be uploaded by the Tenderer(s). The original DD/CDR/FDR/BG has to be submitted by the Successful bidder(s) before allotment of work.
3. Scanned copy of the Affidavit that the bidder has not been black listed by any of the States/UTs/ Power Utilities of the Country during last one year, from the date of issue of this e-NIT, shall be uploaded with the Part-I of the Bid and original Affidavit shall be submitted with hard copy of the bid in the office of Tender Floating Authority.
4. Submission of Hard copy of relevant documents wherever mentioned in the SBD shall be applicable for all the bidders and all the participating bidders shall submit / upload all the relevant documents electronically on the designated Web portal.
5. The Employer reserves the right to allot the Work to other technically qualified bidders on L1 rates as decided by the competent authority as and when required in the interest of the tendered work.

## **SECTION-I**

### **INVITATIONFORBIDS (IFB)**

**INVITATION FOR BIDS (IFB)**  
**(Under Two Envelope e-bidding)**

1.0	For and on behalf of the Managing Director, Kashmir Power Distribution Corporation Limited (KPDCL), the Tender Floating Authority, as specified in clause 1 of BDS, invites e-bids from reputed Contractors having Valid A-Class Electrical Contractor License or equivalent license issued by Chief Electrical Inspector of J&KPDD/Relevant issuing authority/registered Firms/Bidders enlisted with CPWD/MES/Railways/GEM, for the works as specified in clause 2 of BDS (Bid Data Sheet).
2.0	The scope of works specified in clause 8 of BDS and any other services specified in the Bidding Documents is indicative and the detailed scope of work is given in the Technical Specification of the Bidding Documents / BoQ Price sheet.
3.0	The time of completion of the works to be executed shall be the period as specified in clause 10 of BDS.
4.0	Bidding will be conducted through the Competitive Bidding procedures as per the provisions of instruction to bidders and the contract shall be executed as per the provisions of the Contract. The respective rights of the Employer and the Bidder shall be governed by the Bidding Documents/Contract signed between the Tender Inviting Authority/Employer and the Bidder. The Order of precedence as per GCC Clause 20 & 20.1 shall govern in case of conflicts.
5.0	The detailed qualifying requirements shall be in conformity to the Section for Qualification Requirement Criteria (QRC) of Standard Bidding Document.
6.0	The complete Bidding Documents is available at website <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> . Interested bidders can download the Bidding Documents and submit their bid online within the stipulated date and time mentioned in the clause 6 of BDS.
7.0	For proper uploading of the bids, it shall be the sole responsibility of the bidder to apprise themselves adequately regarding all the relevant procedures and provisions of uploading. Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of the Bidding Documents. Bid documents shall be deemed to have been submitted after careful study and examination of the provisions, terms and conditions of the Standard Bidding Document with full understanding of its implications.
8.0	The Bidder shall have to pay a non-refundable fee as specified in clause 3 of BDS towards the cost of Bidding Documents through e-Challan/Treasury challan/Receipt, pledged to Tender Floating Officer, as specified in clause 1 of BDS, from any nationalized or scheduled bank payable at Srinagar. The cost of bidding document is must for participating in the bidding process. The scanned copy of same shall be uploaded along with e-Bid.

9.0	A pre-bid meeting, if found compulsory, shall be held in the office of the Tender Floating officer on date and time mentioned in clause 6 of the BDS to clarify the various issues regarding the specification and bidding provisions if raised by The bidders.
10.0	Two Envelope Bidding Procedure will be adopted, the details of which are Specified in the Bidding Documents.
11.0	Bids must be uploaded/submitted under Two Envelope Bidding Procedure on scheduled date and time as mentioned in clause 6 of BDS. First Envelope i.e. Techno -Commercial Part shall be opened on scheduled date and time in presence of the bidder's representatives, who choose to attend in person or may be viewed by the bidders by logging in to the website. Second Envelope i.e. Price Part (of technically qualified bidders only) shall be opened in the presence of the bidder's representatives who choose to attend at the time, date and place of opening of Second Envelope in accordance with Clause 25 of ITB or may be viewed by the bidders by logging into the website.
12.0	Bids must be accompanied with EMD as specified in clause 4 of BDS in the form of CDR/FDR/BG from any nationalized or scheduled bank pledged to the Tender floating officer as specified in clause 1 of BDS payable at Srinagar. The scanned copy of EMD shall be uploaded along with the bid. No interest shall be Payable on EMD by the Department
13	The Employer reserves the right to cancel/withdraw this invitation without assigning any reason and shall bear no liability whatsoever consequent upon such a decision. The Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be kept unopened and shall not be considered at all any further.
14.0	All correspondence with regard to the bidding process shall be made to the Tender Floating Officer as specified in clause 1 of BDS.
15.0	Scheduled Date and Time of Bidding Process shall be as specified in clause 6 of BDS.

-----End of Section-I(IFB)-----

JE

AE

AEE

Executive Engineer

**SECTION II**  
**SCOPE OF WORK**  
**(SOW)**

## SCOPE OF WORK

<b>A.</b>	Name of the Work:	<b>Refer Clause-02, Of BDS</b>
<b>B.</b>	Purpose of the Project	<b>Refer Clause-11, Of BDS.</b>
<b>C.</b>	Scope of the work	<b>Refer Clause-8, Of BDS.</b>
<b>D.</b>	Delivery / Completion Period	<b>Refer Clause-10 Of BDS.</b>
<b>E.</b>	New Electricity connections.	The connections from the new system shall be released to only those consumers who executed agreement with the department for not below 1kW of load.
<b>F.</b>	Red materials, if any.	<p>a). Existing poles Wooden/ST/PCC, if any, shall be dismantled &amp; Stacked in Divisional Stores.</p> <p>b). Existing Conductor, Standard/sub-standard/split conductor, if any, shall be dismantled &amp; Stacked in Divisional Stores.</p> <p>c). The rubble of the PCC pole, if any, shall be dumped as it to be identified by the site Engineer of KPDCL</p>
<b>G.</b>	Technical Manpower for Supervision at site (Please read Clause-2.4 of GCC-B)	The contractor shall provide Technical Supervisory Staff as per Table-1 below to ensure quality works as per standards are executed. Please provide the details in the relevant Schedule/Annexure.
<b>H.</b>	Technical manpower for Permit to Work (PTW) Receivers. (Please refer Clause-19.3 of GCC)	The contractor shall provide Technical Staff as per Table-1 below to receive PTWs for executing the works as per Safety Manual issued by KPDCL vide No. MD/KPDCL/TS/Ist/809-15, Dated: 01-06-2022, and Standard Operating Procedure for safe working issued by KPDCL vide No. MD/KPDCL/TS/I/1040-48, Dated: 28-09-2020 Please provide the details in the relevant Schedule/Annexure.

### Table-1

Requirement of Technical Staff to ensure execution of works as per standards and as PTW Receivers to ensure safe working at site

S. No	Technical Staff	Qualification	Minimum Experience	No. Offered	Period of Engagement	Remarks
1.	Engineer	Degree/ Diploma	One years for Degree Holder/ three years for Diploma Holder		..... months	<b>For Supervision of Works</b>
2.	Engineer/ Technician	Degree/ Diploma/ITI Technician	Freshers can also be engaged.		..... months	<b>For PTW Receivers.</b>

**Note:1.** In case works are to be executed simultaneously at more than one location, the man power requirement may be increased accordingly.

**2.** All bills of the contractor shall be authenticated by the Supervisory Technical Staff of the Contractor besides the Contractor himself/herself.

**Signature of Engineer(s) with name:**

**Signature of Technician(s) with name:**

**Signature of Contractor with name:****Note:**

1. All bills of the contractor shall be authenticated by the Supervisory Technical Staff of the Contractor besides the Contractor himself/herself.
2. In case works are to be executed simultaneously at more than one location, the manpower requirement may be increased accordingly

**I. Indicative Bill of Quantities (BoQ)**

ANNEXURE ENIT III			
Reconstruction of damaged Electrical infrastructure of LT Lines of KPDCL ED Awantipora Sub Division Pampore for the Damages caused due to recent Floods in Kashmir during August -September 2025 under SASCI Part I (Diaster)			
S. No.	Item Description	Unit	Qty
1	Supply, Installation, testing & commissioning of ST poles 8m long ST-410 SP -15	No	54
2	Supply, Laying, testing, stringing, tensioning and binding of 35 mm <sup>2</sup> AB (LT) Cable ( 3 x 35 + 1 x 16 + 1 x 25 insulated) mm <sup>2</sup> XLPE (1.1kV, 3+1 C, Al)	Km	2
3	Providing and fixing of IPC	No	80
4	Providing and fixing of Suspension/Tension Clamp with eye hook	No	80
5	Supply and painting of each Pole 1 coat red oxide paint and 2 coats of aluminium paint (@ 1 ltr/pole red oxide paint and 1 ltr/pole aluminium paint)	No	54
6	Providing and fixing of Galvanized Nuts and Bolts.	Kg	25
7	Providing and fixing of LT Shackle insulators and Mukhi Clamps with GI back clamps to be fixed without drilling/punching of poles on ST poles.	No	80
8	Providing and fixing of Spike Earthing Rod 20mm 2.5 Mtr long with GI strip (25x3)mm	No	54
9	Providing, laying of Cement bottoming 1:2:4 mix as per Standards 0.40 cum / pole	No.s	54
10	Pre and Post Geo Tagged Photograph	Nos.	4
<b>Tender Cost</b>		<b>Lacs</b>	<b>15.62</b>

1. The tender drawings and material specifications are included in separate folders, however contractor shall submit his own design based on actual field requirement after award of contract (if asked). No work shall be allowed to start at site unless design is approved by the Tender Floating Authority / Employer.
2. The material shall conform to the relevant IS issued by Bureau of Indian Standards and the works shall conform to relevant IS/CEA Regulations/ RE Standards/Other national standards, whichever applicable.
3. The detail of work items to be executed is provided in BOQ and the bidders are required to submit item wise rate in BOQ template only. Any of the column of BoQ, filled with Zero/ left blank/ NA/--, shall be treated as inclusive in the other quoted items. Hard copy of BOQ /Price bid shall not be submitted under any circumstances.
4. **Inspection and Testing:** The works shall be got inspected by the Inspection Agency of JKPDD after execution & certificate regarding fitness issued by Inspection Agency of JKPDD shall be submitted to the Tender Floating Authority / Employer. The final retention money equal to **10% of the Contract Value, or BG for 10% of ordered value submitted in the matter**, shall not be released unless fitness certificate,

without any comments from the Inspection Agency or concerned sub-division, is received by the Tender Floating Authority / Employer.

5. **Employer reserves the right to allot works to successful /any bidder, on L1 rates as and when required in the interest of KPDCL / Public Work.**

**Sd/-**  
**Executive Engineer**  
ED Awantipora

## **SECTION-III**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **J.1 Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them.

- a) **‘Arbitrator’** means the person or persons appointed by MD KPDCL by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Corporation and the Contractor referred to him or her by any of the parties.
- b) **‘Collaborator’ or ‘Parent Company’** means the corporations/firms which has provided technological support to the manufacturer for establishing production line for the specific equipment.
- c) **‘Completion’** means the delivery of Goods/execution of work and fulfillment of the related services by the Contractor/successful bidder in accordance with the terms and conditions set forth in the Contract.
- d) **‘Contract’** means the Contract Agreement entered into between the Employer and the Successful Bidder together with the Contract Documents referred to therein.
- e) **‘Contract Documents’** means the documents listed in Contract Documents of the Form of Contract Agreement (including any amendments thereto).
- f) **‘Contract Price’** means the sum specified in relevant clause regarding Contract Price of the Contract Agreement, subject to such additions and deductions there from, as may be made pursuant to the Contract.
- g) **‘Contractor’** means the successful bidder appointed by the Employer for supply of the Goods/execution of works under the Contract.
- h) **‘Day’** means calendar day of the Gregorian Calendar.
- i) **‘Defect Liability Period’** means the period of validity of the warranties given by the Contractor during which the Contractor is responsible for defects with respect to the Goods/Works.
- j) **‘Delivery Schedule’** means the time within which the delivery of Goods at final destination site is to be supplied by the Supplier and Successful completion of the works as per contract.
- k) **‘Effective Date’** means the date of Notification of Award from which the Schedule of Delivery/ Completion of work shall be determined.
- l) **‘GCC’** means the General Conditions of Contract thereof.
- m) **‘Goods’** means all the material, machinery, equipment and/or other allied accessories that the Contractor is required to supply/execute under the Contract.
- n) **‘Licensee’** means the party to whom the Licensor transfers (in whole or in part) the property rights including the entire know-how to use that technology or produce product or system based on this technology for commercial purposes and has the rights to adopt and develop the technology and to spin off product for which he is having the ownership rights.
- o) **‘Licensor’** means the party who holds the licenses for a particular technology/ product and also he is the owner of the property rights for the lifetime and location.
- p) **‘Month’** means calendar month of the Gregorian Calendar.
- q) **‘Notification of Award’** means the official notice issued by the Employer notifying the Contractor that his bid has been accepted.

- r) **‘Employer/Owner’** means the **Kashmir Power Distribution Corporation Limited**.
- s) **‘Site’** means the place(s) as may be specified in the Contract upon which the Goods are to be supplied or stored/ where work is to be executed.
- t) **‘Work’** means the execution of the job complete in all respects as desired by the Employer under the Contract.
- u) **‘Related Services’** means the services incidental to the supply of the goods/Execution of work, such as transportation, packing, training and other such obligation of the Supplier/Contractor under the Contract.
- v) **‘Successful bidder’** means the firms whose bid to perform the Contract has been accepted by the Employer and is named in the Contract Agreement.
- w) **‘Bidder’s Representative’** means any person nominated and authorized by the Bidder to perform the duties delegated by the Employer.

## **2. Interpretation**

### **Contract**

The Contract to be entered into with the successful Bidder(s) shall be as defined in GCC.

### **Contract Documents**

All documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory subject to order of precedence of the Contract Agreement. The Contract shall be read as a whole.

### **Language**

The ruling language of the Contract and the language for communications shall be English.

### **Governing Law & its Jurisdiction**

The Contract shall be governed by and interpreted in accordance with laws of land and the Courts of J&K, located at Srinagar, shall have exclusive jurisdiction in all matters arising under this Contract.

### **Entire Agreement**

The Contract constitutes the entire agreement between the Employer and the successful bidder with respect to the Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect there to made prior to the date of Contract.

### **Amendment**

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

### **Independent Contractor**

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees and representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor.

## **Non-Waiver**

Subject to GCC Sub-Clause 2.8.2 below, no relaxation, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

## **Severability**

If any provision or condition of the Contract is prohibited or rendered in valid or unenforceable, such prohibition, in validity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **Place of Origin**

'Place of origin' means the place where the goods have been produced, manufactured or processed; or through manufacturing, processing or substantial assembling of components, a commercially recognized product result.

## **Notices**

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier to the address of the relevant party set out in the Contract Agreement, with the following provisions:

- a) Any notice sent by e-mail shall be confirmed within two (02) days after dispatch by notice sent by special courier, except as otherwise specified in the Contract.
- b) Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered five (05) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities for transmission by special courier. Provided further that whenever the postal authorities provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.
- c) Any notice delivered personally or sent through special post shall be deemed to have been delivered on date of its receipt.
- d) Either party may change its postal address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

## **B. Subject Matter of Contract:**

### **1. Workmanship:-**

The Contractor shall properly pack and crate all equipment in such a manner as to protect them from deterioration and damage during transportation to the Site and storage at the Site, till the time of erection. The Contractor shall be held responsible for all damages due to improper packing. He shall be solely responsible for proper storage and safe custody of all materials and equipment.

If the Contractor neglects to execute the works with diligence or refuses or neglects to comply with any reasonable orders given to him, in connection with the works or shall contravene the provisions of the Contract, the authority shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the authority shall think fit, to take the works wholly or in part, out of the Contractor's hands and re-contract with any other person or persons. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of Works is delayed. This shall be done at the cost, risk and responsibility of the contractor.

Sample of material shall be approved, if desired so by the Employer. The bidders are advised to visit the concerned divisional office of KPDCL for checking the sample of material required before quoting rates.

## **2. Bidder's Responsibilities**

The Bidder shall execute the job with due care and diligence in accordance with contract.

The Bidder confirms that it has entered in to this Contract on the basis of a proper examination of the specifications provided by Corporation. The Bidder acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the cost for performing the contract successfully.

The Bidder shall comply with all laws of the land. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Bidder. The Bidder shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Bidder or its personnel.

The contractor shall provide the list of qualified/experienced Technical Staff to be deployed for the project which shall include degree / diploma Electrical Engineers and Electrical Technicians for supervision of the work at site as per **Annexure-M**. The technical man power shall always remain present at the site of work so that there are no compromises on quality.

### **Note:**

- i)** All bills of the contractor shall be authenticated by the Supervisory Technical Staff of the Contractor besides the Contractor himself/herself.
- ii)** In case works are to be executed simultaneously at more than one location, the manpower requirement shall be increased accordingly.

All safety codes and procedures to be adhered to during execution of work and availability of first Aid kit at the work places to be ensured.

All works shall be carried out in accordance with the approved specifications. The works of defective quality shall be rejected and not payable.

The contractor shall not execute any item of work which is not provided in the tender until the rates payable thereof have not been approved by the competent authority.

Subletting the tendered job wholly or partly is strictly prohibited and will be treated as breach of contract.

Misbehavior from any person/labour engaged whether skilled or unskilled shall not be accepted and the Employer or its representative shall have right to order for stopping the work and disengagement of such labours from site of work.

If the Employer or its representative at any stage is not satisfied with the progress of the work, he may employ another contractor or agency for completing the same and the excess expenditure incurred shall be recoverable from the original contractor. In case the contractor does not attend the work ordered to him immediately the work will be got completed through the other agency at his risk and cost.

If after physical completion of work/delivery of goods in all respects, any defects in execution of work/goods becomes apparent on account of bad workmanship or use of substandard material or use of inadequate material than specified in the prescribed specifications or any other account within a period of Twelve months, the contractor shall make the same good at his own expense or in default, the Employer may execute the same to be made good through other agency and deduct the expenses for any sum that may be due at any time thereafter or may become due from contractor security deposits. The security deposit will be refunded only after satisfactory completion of contract period.

The contractor shall be responsible for returning the dismantled returnable materials (if any) to the divisional store, at his own cost before finalizing his claim. The details of red material (returnable material) should be maintained regularly duly signed by the concerned SDO and submitted to the divisional office for record and reference. The old poles which get spared due to installation of new poles shall be dismantled by the contractor and returned to the stores. This is however subject to the Item reflected in the BoQ price sheet. The contractor shall be responsible for proper dumping/disposal of the waste material as directed by in-charge engineer at site.

The contractor shall give the list of the labour force to be engaged by him duly registered with labour department.

Major labour laws (with latest amendments) applicable to establishment engaged in building and other contraction work

- a. Workmen compensation Act, 1923.
  - b. Payment of Gratuity Act, 1972.
  - c. Employees P.F. and Miscellaneous provision Act, 1952.
  - d. Maternity Benefits Act, 1961.
  - e. Contract Labour (Regulation and Abolition) Act, 1970.
  - f. Minimum Wages Act, 1948.
  - g. Payment of Wages Act, 1936.
  - h. Equal Remuneration Act, 1976.
  - i. Payment of Bonus Act, 1965.
  - j. Industrial Disputes Act, 1947.
  - k. Industrial Employment Standing Order Act, 1946.
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- l. Trade Union Act, 1926.
- m. Child Labour (Prohibition & Regulation) Act, 1986.
- n. Interstate Migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979.
- o. The Building and other Construction Workers (Regulation and Employment and Condition of Service) Act, 1996 and the Census Act, of 1996.
- p. Factories Act, 1948.
- q. Compliance with Labour Regulation Laws of J & K State.

<b>3</b>	<b>Terms of Payment</b>
3.1	90% of payment shall be made to the Contractor after receipt of bills subject to fulfillment of contractual obligations, & subject to the availability of funds under relevant head of account. Balance 10% of the payments shall be payable on submission of <b>BG for equal amount (10%)</b> . The validity of the BG shall be 03 months or as felt appropriate by the Paying Authority.
3.2	<b>BG submitted for 10% of the balance payment</b> as mentioned above at clause 3.1, shall be released on production of the Inspection Clearance Certificate of all works under the scope of the contract issued by Inspection Agency of JKPDD before final commissioning, and successful commissioning of Contract.
3.3	The bidder should raise bill(s) to the Tender Floating Authority as mentioned in clause-1 of BDS. All bills shall be submitted to the Tender Floating Authority after verification/ certification for work along with necessary statutory records; Challan slips etc. by the concerned SDO.
3.4	All payments shall be subject to the submission of <b>performance Security valid up-to 30 days beyond Defect Liability Period</b> , contract agreement and return of all serviceable & unserviceable materials, if any, to the Divisional Stores against proper indents. All bills, besides Contractor, shall also be signed by the Supervisory Engineer(s) deployed at the site(s), (refer Section-II Scope of Work & Clause GCC-B-2.4).
3.5	All payments under the Contract shall be made in Indian Rupees (INR).
3.6	Payments under MPLADS are to be demanded against work done claims from approving authorities, and shall be released to the concerned agency after receipt of payments.
<b>4.</b>	<b>Performance Security</b>
4.1	The successful Bidder shall, within ten (10) days of the notification of award, provide a performance security in the shape of DD/BG from any Nationalized/ Scheduled Bank for due performance of the Contract for an amount equivalent to the five percent (5%) of the Contract Price, having validity up to 30 days beyond the Defect Liability Period which shall be released after a Period of twelve (12) months from the date of successful commissioning of the works or issuance of inspection clearance by the Inspection agency of JKPDD whichever is later (to be verified by the concerned SDO). The same shall be extended by the Bidder time to time as may be required under the Contract.
4.2	Apart from the Bidder's performance security, the Bidder may have to arrange additional performance securities, if circumstances desire so, in favour of the Employer.

4.3	If the Bid of the successful Bidder is <b>10%-25%</b> below the advertised cost / estimated cost of the works, the Employer/Contract Awarding Authority shall ask the bidder to furnish additional Security of 5% of the contract value. This is to protect the Employer against financial loss, in the event of default of the
	successful bidder under the Contract. If the Bid of the successful Bidder is more than 25% below the advertised cost / estimated cost of the works, the Employer/Contract Awarding Authority reserves right to declare the Bid as non-response & as such is cancelled.
4.4	Bids, of the successful Bidder up-to five percent (5%) above the estimated cost shall be decided at the level of Tender floating Authority/Order placing Authority and Bids with offered prices above 5% of the estimated cost shall be decided by the next higher Level of the Tender floating Authority/Order placing Authority.
4.5	The performance security shall be in the Form of CDR/FDR/unconditional Bank Guarantee issued by either any nationalized or scheduled bank in the prescribed format attached herewith. No claim shall be laid against Employer either in respect of interest or depreciation in value for the amount of security deposits. In case of Bank Deposits, the Employer shall not be responsible for any loss on account of failure of the bank.
4.6	<b>Defect Liability Period (DLP) shall remain valid for a period of twelve (12) months from the date of successful commissioning of the works or issuance of inspection clearance by the Inspection agency of JKPDD, whichever is later (to be verified by the concerned SDO). For Power Transformers DLP shall however be three (03) years from the date of successful commissioning.</b>
<b>5</b>	<b>Price variation</b>
5.1	The prices quoted by the bidder shall be <b>FIRM</b> and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications. The quoted rates shall be inclusive of all taxes and duties, freight, Insurance, etc. The rates shall include costs attracted towards mandatory inspection/testing by designated agencies appointed by Tender Floating Officer.
5.2	<b>No price variation will be allowed. The Bid shall be valid for a period of 180 days from the actual date of opening of the price-bid.</b>
5.3	No alterations, amendment, omission or variations of the works shall be made by the contractor except with the written orders of the order placing authority. With the alteration, if any variation in the works results in reduction / increase in the contract price, final rates shall be evolved as mutually agreed to by both the parties. In the event of the disagreement, the decision of the arbitrator shall prevail.
<b>6</b>	<b>Taxes and Duties</b>
6.1	The rate quoted shall be inclusive of all Taxes, Duties & Levies including GST at prevalent rates. The Bidders shall be entirely responsible for payment of all taxes, duties, license fees and others such levies legally payable/incurred.

6.2	The Bidder shall be solely responsible for the taxes that maybe levied on the Bidder's persons or on earnings of any of his employees and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Bidder or his personnel.If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.
6.3	If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction there from, as the case may be.
<b>7.</b>	<b>Execution of the contract:</b>
7.1	<b>Period of Execution of Contract</b>
	The successful bidder shall submit its drawings for approval within 10 (ten) days from the date of issuance of Letter of award and the work should be completed as per the time specified in the Clause 10 of BDS.
<b>8.</b>	<b>Extension of Time</b>
8.1	If at any time during performance of the Contract, the Bidder encounters conditions impeding timely completion of the job, the Bidder shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Employer shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified, without financial remunerations, by the parties by amendment of the Contract.
8.2	Except in case of Force Majeure, as provided under GCC, a delay by the Contractor in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 9.
<b>9.</b>	<b>Liquidated damages/penalty and termination of contract:-</b>
9.1	In the event of contractor's failure to fulfill any of the terms and conditions of this contract, including failure to complete the contract within the stipulated period, the Employer shall, without prejudice to other remedies available to it, under the law enforced in the UT of J&K be competent to impose all or any of the following penalties on the contractor in addition to the forfeiture of the security deposit in full or in part as the department may deem fit.
9.2	<b>Terminate the contract after 20 days' clear notice to the contractor.</b>
9.3	Impose penalty @ ½% per week of delay subject to the maximum of 05% of the value of the undelivered work of the contract, to be decided by the representative of the Employer.
<b>10.</b>	<b>Design and Engineering</b>

10.1

**Specification and Drawings**

The successful bidder shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Successful bidder shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it

	has prepared, whether such specifications, drawings and other documents have been approved by the tender floating authority or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the bidder by or on behalf of the tender floating authority.
10.2	<p><b>Vendor approval:</b></p> <p>The successful bidder has to seek approval for the Vendors of the various equipment and material from the Tender Floating Authority beforehand and in such a planned manner that the completion period of the project is not affected, in any way. The application for seeking Vendor approval should be accompanied with all the requisite documents of the OEM clearly establishing his Commercial, Financial &amp; Technical credibility and competence, as per Checklist-II, attached with this SBD. The Vendor Approval for 33 kV level equipment Viz: Power Transformer, C&amp;R Panel, VCB, L.As etc., shall be granted by the Chief Engineer (Distribution), KPDCL, Kashmir, only. Copies of all the relevant Type Test Reports defined in IS, from CPRI/ERDA/Govt. Labs or any reputed NABL accredited laboratory shall be pre-requisite for vendor approval. Only the OEMs with credible performance records, eligibility and valid relevant Type Tests shall be approved as vendors.</p>
10.3	<p><b>Drawing approval:</b></p> <p>After Vendor Approval, the Contractor shall submit the Guaranteed Technical Particulars of the item(s) and Detailed Engineering Drawings to the Employer/Tender Inviting Authority for the review and approval under proper cover note. The Employer shall either accord formal approval or convey its reservation/observation in clear cut terms to the contractor within 07 days after receipt of Drawings and Technical Data Sheets. The disapproval of the Drawings/Documents shall be strictly with respect to the technical requirements stipulated in the G.T.P. and all relevant standards. The contractor shall resubmit all the drawings/documents after necessary modifications and may also depute its authorized Technical Representative to expedite the process. After approval of Drawings the contractor shall not depart from any approved documents unless authorized by the Employer in writing. The entire process should be so coordinated to ensure that the final approval is accorded within 25 days from the receipt of drawings and technical Data Sheets in Employers Office. The Employer shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice. The Supplier/Contractor shall not depart from any approved document unless the Supplier/Contractor has first submitted to the Employer an amended document and obtained a clear cut Employer's Approval thereof, pursuant to the provisions of this GCC Sub-Clause.</p> <p>All GTP &amp; Drawing approvals, except for 33 kV level Equipment, shall be granted by the Tender Inviting Authority. The GTP &amp; Drawing approval for 33 kV level Equipment shall be granted by the committee headed by the Chief Engineer (Distribution), KPDCL.</p>

## 11. Defect Liability

The Defect Liability Period shall remain valid for a period of twelve (12) months from the date of successful commissioning of works at the site or issuance of Inspection Clearance by the Inspection Agency of JKPDD whichever is later. In case of 33/11 kV power Transformers Defect Liability Period (DLP as per above) shall be 03 years.

The Employer shall give notice to the contractor stating the nature of any such defects together with all available evidence thereof.

Upon receipt of such notice, the contractor shall, within 20 days, expeditiously repair or replace the defective works or parts thereof, at his costs.

If having been notified, the contractor fails to remedy the defect within 20 days, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

## **12. Risk Distribution**

### **Loss of or Damage to Property**

The Bidder may indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature or loss of or damage to any property arising in connection with the execution of the contract.

## **Insurance**

It is the responsibility of the contractor to deliver the material in good conditions at the destination site. For this purpose, the contractor should insure

the material against all risks during transit for full delivered value of the material up to destination site and during execution period at site. The filing of claims, if any, and settlement thereof with insurance company/underwriters, shall be the responsibility of the contractor for which, no extra payment shall be made by the Employer. However, necessary information required in connection with making and settling of such claims, if any, shall be provided by the Employer. All damages and/or shortages during transit shall be made good immediately on receipt of such information from the Employer. A certificate shall be submitted by the contractor with each bill to the effect that the material has been duly insured.

The Employer shall report losses/damages to the contractor within 30 days of the arrival of the material at site. It will however be the contractor's responsibility to file claim on the insurance company/underwriter and to arrange replacements thereof to the Employer within reasonable period up to 60 days or as felt appropriate by the Tender Inviting/Order placing Authority, from the date of intimation without waiting for settlement of claim from underwriters etc.

Any untoward incidence during execution of the work shall be covered under insurance which will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, Comprehensive Automobile Insurance and Comprehensive General Liability Insurance. The above are only illustrative list of insurance covers normally required and it will

be the responsibility of the Contractors to maintain all necessary insurance coverage of men and material to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract. The Contracted works shall be insured up-to handing over of same to the Employer.

**Force Majeure**

“Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,
- b) rebellion, revolution, insurrection, mutiny, conspiracy, riot and civil commotion,
- c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, pandemic, nuclear and pressure waves or other natural or physical disaster,

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force Majeure, which arises after date of Notification of Award.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within (14) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

**13 Activity Schedule**

The contractor will have to intimate the Employer about the probable **Delivery Schedule/Activity Bar Chart** (Exact date of dispatch of the material to be intimated followed by emailed/faxed advance intimation regarding the actual dispatch to the destination site)

**14 Change in Contract Elements**

No variation or modification or waiver of any of the terms and provisions of these specifications shall be deemed valid unless mutually agreed upon in writing both by the Employer and the Contractor.

No deviation from the SBD shall be accepted. Any deviations from the conditions in the tender specification must be clearly and separately indicated in the relevant Schedule. Further all the conditions in e-NIT/SBD are firm and cannot be expunged from the tendering process after the publication of the e-NIT.

The Employer shall have the right to propose, and subsequently require, to make any change, modification, addition or deletion in the scope of contract during the performance of the Contract (hereinafter called "Change"), provided that such Change falls within the general scope of the Contract.

**Quantity Variation:** The Employer, in addition to situation described in GCC Sub-Clause 14.3, reserves the right to increase or decrease the quantity to the extent of twenty-five (25) percent of the Contract Price, without any change in unit price or other terms and conditions during the execution of the Contract.

## **15 Termination**

Termination for default

The Employer, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, may terminate the Contract in whole or in part:

- i) if the Contractor fails to execute the job within the period specified in the Contract, or within any extension thereof granted by the Employer; or
- ii) if the Contractor fails to perform any other obligation under the Contract; or

if the Employer at any stage is not satisfied with the progress of the work, he may employ another contractor or agency for completing the same and the excess expenditure incurred, if any, shall be recoverable from the original contractor; or

Any breach by the contractor of the provisions in respect of child labour or any legally mandated provisions relating to labour (particularly on "equal pay for men and women") shall be a ground for termination of the contract.

### **Termination for Insolvency**

The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor.

### **Termination for Convenience**

The Employer, by notice sent to the Contractor, reserves the right to terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

## **16 Arbitration/Settlement of Disputes**

If at any time doubt, question, dispute or difference whatsoever shall arise between the contractor and the Employer, upon or in relation to or in connection with this contract, either of the parties may give the notice in writing of existence of such doubt, question, dispute or difference and shall be resolved amicably and if not resolved, the same shall be referred to the arbitrator to be nominated by Managing Director of the Employer, by agreement between the Employer and the Contractor, under Arbitration and Conciliation Act 1996. The decision of the arbitrator shall be final, conclusive and binding upon the concerned parties

The contractor shall not delay the carrying out of the supplies/works by reasons of any reference to the arbitrator and shall proceed with the work with all due diligence and shall, until the decision of the arbitrator, abide by the decision of the order placing authority or his representatives in-charge of receiving the supplies/executing the works duly conveyed to the contractor

The work under this contract shall, if reasonably possible, continue during arbitration proceedings and no payment or payable by the Employer shall be withheld on account of such proceedings except to the extent which may be in dispute

## 17 **Tests and Inspection**

The contractor shall submit the original documents (un-priced, if contractor wishes so) related to the all bought out material needed for the works under the contract before execution.

The contractor shall use the material of the standard quality without any defect and submit the test certificates of the material as specified in the technical specifications of this bid document confirming to relevant IS standards amended up-to-date.

The Employer or its representative shall have a right to test any material or any part thereof before or during the execution of works as specified in the technical specifications at any reputed testing laboratory, the expenses of which shall be borne by the Employer. In case of the failure of the Test the Lot shall be rejected. Same shall be replaced by the Contractor without affecting the Delivery period.

The sub-standard material shall be rejected at the cost and responsibility of the Contractor.

In case the Employer exercises its option to reject the material, the contractor shall at its own cost and expenses replace such material in full or any part thereof immediately without affecting the time of completion of the contract.

The contractor shall get all the works inspected through the inspection agency of JKPDD before final commissioning of the works under the scope of this contract.

## 18. **Intellectual property rights of drawings and technical details:**

The copyright of all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor, herein, shall remain vested in the Contractor. The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the Contract including, if required, for operation and maintenance of the equipment.

## 19 **Responsibilities of contractor in respect of local labour laws, safety of men, equipment, material and environment:**

The Contractor shall be entirely responsible in respect of observance of local laws, Employment of personnel, payment of taxes etc. As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed. The contractor at all times during the continuance of this

contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs. The Contractor shall comply with all UT and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

All safety rules and codes regulations prescribed by Indian Electricity Rules, CEA and KPDCL shall be followed by the contractor and his workmen without exception. The procedures and instructions prescribed in the Safety Manual of KPDCL issued vide No MD/KPDCL/TS/1st/809-15 Dated: 01-06-2022, shall be strictly adhered to. For shut down activities the Standard Operating Procedure (SoP) for Safe Working issued vide No MD/KPDCL/TS/1/1040-48 Dated: 28/09/2020 shall also be followed strictly. The work on de-energized equipment or line and near energized equipment or line shall be carried out under approved Permit to Work (PTW) only. The contractor shall designate authorized PTW Receivers who shall be qualified Electrical Degree/ Diploma Engineers or Technicians. The Executive Engineer of the Electrical Division under whose jurisdiction the work is to be executed, shall issue a Photo Identity Card to each such qualified person with inscription "Authorized PTW Receiver".

The authorized PTW Receivers of the contractor shall be provided necessary training session of minimum one day by Inspection Agency of KPDCL or by the concerned Electrical Division during which trainees shall be made familiar with the distribution network on or near which the works are to be executed by the contractor.

All safety rules and codes applied by the KPDCL/J&K PDD at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment/material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Employer/Site Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized KPDCL officials.

- (a) Earth Rods conforming to drawing No. CE/P&P/Dwg/2022/FRPER-001, dated : 04-06-2022 of KPDCL

- (b) Safety Helmets conforming to IS-2925
- (c) Safety Belts conforming to IS-3521
- (d) Safety shoes conforming to IS-1989
- (e) Eye, Ear & Face Protection devices conforming to IS-8520 and IS-8940, IS-5983
- (f) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- (g) Rubber gloves for electrical purposes conforming to IS-4770
- (h) Industrial safety gloves (leather & cotton gloves) conforming to IS-994
- (i) Industrial and safety rubber knee boots conforming to IS-5557
- (j) Fire Fighting Equipment

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested for use/fitness before putting them to use and from time to time as instructed by authorized KPDCL Officers / Officials who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.

The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the

Chief Controller of Explosives, Government of India etc. Prior approval of the authorized KPDCL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. Employer shall in no way be responsible for such incidence.

In case of any damage to property due to lapses by the contractor, Employer shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, Penalty clause (9.3 of this section) shall be applicable.

If the contractor fails to improve the standards of safety in its operation to the

Satisfaction of KPDCL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized KPDCL official, KPDCL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by KPDCL.

The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized KPDCL official immediately after such occurrence, but in any case, not later than 12 hours of the occurrence.

During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible

scrap shall be kept cleared from working areas, passageways and stairs in and around site.

Cylinders shall be moved by tilting and rolling them on their bottom edges.

They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.

All the contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract. Necessary firefighting equipment shall also be provided by the contractor.

19.19	Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of falls safety measures and liaison with his counterpart in the concerned office of the Employer.
19.20	If safety record of the contractor in execution of the awarded job is not to the satisfaction of Employer Officers/Officials, notices shall be issued for effecting curative measures.
19.21	Necessary precautions and arrangements including sprinkling of water during work as acceptable to Employer for safety and reducing environmental pollution have to be made by the contractor. No claim on this account shall be entertained on this account and the contractor's rates shall be deemed to have taken this into account.
20.	<b>Contract Documents:</b> The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract: <b>i).</b> Invitation for bids (SBD). <b>ii).</b> Pre-bid clarification. <b>iii).</b> Letter of Intent. <b>iv).</b> Mutually agreed contract execution plan/PERT chart. <b>v).</b> Contract Performance Securities. <b>vi).</b> Letter of Award. <b>vii).</b> Contract Agreement and the Appendices thereto.
20.1	<b>Order of Precedence:</b> In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above at clause 20.

-----End of Section-III(GCC)-----

**JE**

**AE**

**AEE**

**Executive Engineer**

**SECTION - IV**

**QUALIFICATION REQUIREMENT CRITERIA  
(QRC)**

**QUALIFICATION REQUIREMENT CRITERIA (QRC)**

<b>A</b>	<b>General Requirements</b>
	<b>Mandatory Pre-Qualification Requirements (PQR), which will enable Participation of a Bidder in the competition shall include the following:</b>
1	Payment of the Cost of e-Bid Document as mentioned in clause 3 of BDS.
2	Submission of Earnest Money Deposit instrument as mentioned in Clause 4 of BDS.
3	Copy of Valid A-Class Electrical Contractor License or equivalent license issued by Chief Electrical Inspector of J&K/Relevant issuing authority.
3a	<p>The Joint Venture (JV) of not more than 3 firms as Partners, can participate as per below criteria, subject to submission of Power of Attorney &amp; Joint Venture agreement.</p> <p><b>i. For JV of two partners</b>, the lead partner shall meet not less than 70% of qualification criteria of this e-NIT and the other partner shall meet not less than 30% of the qualification criteria of this e-NIT.</p> <p><b>ii. For JV of three partners</b>, the lead partner shall meet not less than 50% of the qualification criteria and each of the remaining partners shall meet not less than 25% of the qualification criteria of this e-NIT.</p>
4	The bidder must have an Average Annual Financial Turn Over of not less than 30% of the estimated tender value during the last three (03) years. Documents certified by Chartered Accountant regarding the same, should be submitted.
5	<p>The bidder must have successfully completed similar / electrical works during the last seven (07) years (i.e., up-to ending previous Financial Year) any of the following manner:</p> <p><b>i.</b> Three similar Electric completed works costing not less than the amount equal to 40% of estimated cost in aggregate. OR</p> <p><b>ii.</b> Two similar Electric completed works costing not less than the amount equal to 50% of estimated cost in aggregate. OR</p> <p><b>iii.</b> One similar Electric completed work costing not less than the amount equal to 80% of the estimated cost.</p>
6	Document verification.
7	Details of work executed, works in hand, anticipated in future and the Capacity available for the present scope of work.
8	Details of plant and machinery, manpower and financial resources.
9	Performance and Past experience of similar type of work. Work Completion/Satisfactory Performance Certificates of similar/electrical works, defined above, issued by the officer-in-charge not below the rank of Executive Engineers should be submitted along with the bid
10	Banker's feedback etc.

11	The Tender Floating Officer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
<b>B.</b>	<b>Technical Experience</b>
1	The qualified Bidder should have executed same or similar works for different State Electricity Boards/PGCIL/State Power Development Departments/Govt. Owned Distribution and Transmission Utilities/PSUs etc.
2	The Bidder should have Satisfactory Performance Certificates within last (Time mentioned in clause 5 of BDS) years for same or similar works from StateElectricityBoards/Departments/Govt.OwnedDistributionand TransmissionUtilities/PGCIL/PSUsetc.

C. The Bidder shall submit the above details with documentary evidence to fulfill above eligibility requirements. The downloading of bidding documents will not entitle the bidder(s) to qualify the eligibility criteria set for the bidding. The details furnished by the bidder along with the bid will be examined in detail as per the requirement of bidding documents and accordingly his eligibility will be established.

D. Notwithstanding anything stated above, the Employer reserves the right to assess the Bidder's capability and capacity to perform the work, if circumstances warrant such assessment in the overall interest of the KPDCL. The Employer may depute its representative to the worksite of the Bidder(s) for on spot assessment.

**Note:**

- a) Failing in fulfillment of any of the above clauses will result in outright rejection of the Bid at techno-commercial evaluation stage of tender.
- b) In case the bid is submitted by a Joint Venture, the Bid Security/EMD shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
- c) **The Bank Guarantee should be in accordance with the Proforma as annexed to this SBD.**

-----End of Section-IV(QRC)-----

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Executive Engineer

**SECTION-V**

**INSTRUCTIONTOBIDDERS (ITB)**

## INSTRUCTION TO BIDDERS (ITB)

### **Preamble:**

This section of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, In accordance with the requirements of the Employer. It also provides information for bid submission and uploading the bid on portal, on line bid opening, evaluation and contract award. The interested bidder(s) can download the bidding document from the website <http://jktenders.gov.in>. Bidders are advised to download bid submission manual for the help of Bid Submission process from the “Downloads” option as well as from “Bidders Manual Kit” on web site <http://jktenders.gov.in>. This Section contains provisions that are to be used unchanged unless Section VI (i.e., BDS), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in other Sections. If there is a conflict between the provisions of this Section and Sections VI (BDS), the provisions of Section VI (BDS) shall prevail. Further in all matters arising out of the provisions of this Section and the Section-II, the law of the Land shall be the governing laws and courts of Srinagar shall have exclusive jurisdiction.

### **1 Eligible Bidders.**

This Invitation for Bids, issued by the Employer /Tender Floating Authority is open to all reputed Valid A-Class Electrical Contractor License or equivalent license issued by Chief Electrical Inspector of J&K/Relevant issuing authority/registered firms/suppliers enlisted with CPWD/MES/Railways/GEM/Inspection Agency of PDD, barring those bidders with whom business is banned by KPDCL or any Govt. agency of the country.

To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC) as per Information Technology Act-2000. The bidders have to submit their bids online in electronic format with digital Signature. This certificate will be required for digital signing the bid. Bidders can get above mentioned digital certificate from any approved vendors. The Bidders, who already possess valid Digital Certificates, need not to procure new Digital Certificate. The bids proposed without digital signature will not be accepted. No proposal will be accepted in physical form.

A Bidder shall not have a conflict of interest. All Bidders 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, if:

- a) They have a controlling/any partner in common; or
- b) They have the same legal representative for purposes of this bid; or
- c) If a Bidder submits more than one bid in this bidding process

### **2 Cost of Bidding**

The Bidders shall bear all costs associated with the preparation and submission of its bid including cost of bidding document, post-bid discussions etc. and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidders shall have to pay the non-refundable fee as specified in clause 3 of

BDS to ward the cost of Bidding Documents through Treasury Challan / Receipt or DD pledged to Tender Floating Officer as specified in clause 1 of BDS from any nationalized or scheduled bank.

### 3 **Content of Bidding Documents**

The Bidding Documents comprises of the following and shall include amendments, if any, thereto:

- Section I Invitation for Bids (IFB)
- Section II Scope of Work (SOW)
- Section III General Conditions of Contract (GCC)
- Section IV Qualification Requirement Criteria (QRC)
- Section V Instructions to Bidders (ITB)
- Section VI Bid Data Sheet (BDS)
- Section VII General Technical Specifications
- Section VIII Forms and Schedules

### 4 **Clarification of Bidding Documents and Pre-Bid Meeting**

A prospective Bidder may seek clarification in writing at the Tender Floating Officer's mailing address indicated in the bidding document. Similarly, if a Bidder feels that any provision in the documents shall be unacceptable to the bidder, such an issue should be raised. The Tender Floating Officer will respond any request for clarification or modification of the Bidding Documents that it receives within the clarification seek time as mentioned in the abbreviated tender Notice floated by the Tender Floating Authority. The Tender Floating Officer shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids.

The prospective bidder or his designated representative shall attend a pre-bid Meeting, **if convened**, that will take place at the venue and time stipulated in the bidding document. The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Tender Floating Officer not later than three days before the meeting.

### 5 **Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, the Tender Floating Officer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

The amendment will be notified only through website. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment shall be deemed to be construed that such amendment(s) to the Bidding Documents have been taken into account by the Bidder in its bid.

In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer / Tender Floating Authority may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer / Tender floating Authority will notify through website where all prospective bidders may see the extended deadline.

## 6 Language of Bid

The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Corporation related to the bid shall be written in the English language. Only English numerals shall be used in the bid.

## 7. Documents Comprising the Bid

The bid shall be submitted by the Bidder under "Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

### a) First Envelope:

Bid Form (First Envelope) duly completed, stamped and signed by the Bidder, together with all relevant documents as specified in TB clause 8.1 to be uploaded on the portal.

### b) Second Envelope

Bid Form (Second Envelope) together with Price Schedules, duly completed to be uploaded on the portal only. **Hard Copy of the Price Schedule shall not be submitted under any circumstances.**

## 8. Soft Copy:

All Bidders shall upload soft copy of following documents on the portal with its Techno - Commercial Part - (First Envelope)

- i) Scanned, stamped and signed copy of complete Standard Bidding Document and technical specifications
- ii) Cost of Bidding Document.
- iii) Earnest Money Deposit.
- iv) Proof of Permanent Registration with GEM, NSIC or **Department of Industries of Government of J&K/Other States/Central Govt.**
- v) G.S.T registration certificate.
- vi) Copy of PAN Card along with latest ITR-V.
- vii) Details of work executed, works in hand, anticipated in future and the capacity available for the present scope of work.
- viii) Copy of the work order from reputed power utilities for same or similar works executed in last three years along with completion report and performance certificate.
- ix) An affidavit duly attested by 1st Class Magistrate/Public Notary affirming that the firm has not been blacklisted by reputed power utilities of any of the States of the country, during last one years.
- x) Annual Turn Over of the last three years duly certified by the Chartered Accountant.
- xi) Bidder Address Format
- xii) Technical details (GTP etc.,)

The bids not containing valid copies of documents shall be considered substantially non-responsive bid and liable to be rejected at the discretion of the Tender Floating Officer keeping in view the interest of the Corporation.

**As part of Second Envelope**

i) BoQ Price Sheet only.

**9. Hardcopy**

All bidders shall submit the hardcopies of the instrument of EMD, Cost of Tender Document & Affidavit that the Firm is not Black listed and the same should reach in a sealed envelope addressed to the Tender Floating Authority as specified in clause 1 of BDS, well before opening of Price Bids.

9.2. The bidder declared L1 shall submit hardcopy of all the documents as specified in ITB clause 8.1 in a sealed envelope as and when notified by the Employer, addressed to the Tender Floating Officer as specified in clause 1 of BDS bearing name of contractor firm and name of the work. It may be noted that the hard copy should be an exact replica of the uploaded offer documents. For evaluation purposes the uploaded offer documents will be treated as authentic and final. The hardcopy shall be used only for reference purpose

**10 Bid Prices**

Unless otherwise specified in the Technical Specifications, bidders shall quote for the items on a "single responsibility" basis such that the total bid price covers all the obligations mentioned in or to be reasonably inferred from the Bidding Documents. Items against which no price is entered by the Bidder shall be deemed to have been covered by the prices for other items.

Bidders shall give a breakup of the prices in the manner and detail called for in the Price Schedule.

It shall be the responsibility of the bidder to pay all statutory taxes, duties and levies to the concerned authorities, if any. However, the breakup of all the taxes, duties & levies included in the price offers shall be indicated separately in prescribed format, as per relevant Schedule annexed, herewith.

Prices quoted by the bidders shall be **FIRM**.

**11 Bid Currencies**

Prices shall be quoted in Indian Rupees (INR) only

**12 Earnest Money Deposit**

e-Bids/Offer shall be accompanied with **earnest money Deposit** in the form of CDR/FDR/Bank Guarantee from any Nationalized/Scheduled Bank only pledged to the name as stipulated in clause 4 of BDS **payable at Srinagar** in the amount and currency as stipulated in clause 4 of BDS.

Earnest money deposit shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB.

No Bidder, unless or otherwise specified in the terms and conditions, shall be exempted from depositing of Earnest Money. **Tenders not accompanied with the requisite amount of earnest money shall be rejected.**

Earnest Money of the Bidders shall be forfeited, if they withdraw their bid/offer after opening of Techno-Commercial bid or hike the prices of their offer, within the validity period. The earnest money shall also be forfeited in case of Bidders that do not comply with the award/contract placed on them or violate any terms

and conditions contained herein. The contract shall be deemed to have been entered into from the date of issue of letter of Award.

No claim shall be laid against the Employer either in respect of interest or depreciation in value for the amount of earnest money. In case of bank deposits, the Employer shall not be responsible for any loss on account of failure of the bank. Earnest money deposit shall be released:

- a In favour of unsuccessful Bidders immediately after award of contract.
- b In favour of successful Bidders immediately after their furnishing of required amount of security deposit/Performance Security. Such security deposit/Performance Security shall be furnished by the Bidders within ten (10) days from the date of issue of award/contract. Failure to do so within the stipulated period will make the contract liable for cancellation together with forfeiture of E.M.D at the discretion of the Employer.

**13 Cost of Bidding Document**

The Bidder shall furnish, as part of its bid, cost of bidding document in the amount and currency as stipulated in clause 3 of BDS.

Cost of bidding document shall be in the form of e-Challan/Treasury Challan/Receipt or DD, from any nationalized / scheduled Bank pledged to the Tender Floating Officer as stipulated in Clause-1 of BDS and shall be payable at Srinagar.

Any bid not accompanied by cost of bidding document shall be rejected by the Employer/Tender floating Authority as being nonresponsive.

**14 Period of Validity of Bid**

e-Bids shall remain valid for the period of 180 days after the date of opening of Techno - Commercial Part. Employer reserves right to reject the e-Bids valid for shorter time. Employer reserves the rights to ask the bidder to extend the validity period beyond 180 days, if required.

In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and response thereto shall be made in writing. If a Bidder accepts to prolong the period of validity, the earnest money deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be required or permitted to modify its bid.

**15. Deadline for Submission of Bids**

Soft copy of the bid shall be uploaded through the portal at or before the deadline for submission time and date as stipulated in the bidding document.

The Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall not be considered at all any further.

The Employer may extend the deadline for submission of bids prior to opening of bids in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

**18. Late Bids**

The bidder shall not be permitted to submit the soft part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. In case the bidder fails, for reasons whatsoever, to upload the soft part of the bid on the portal within the specified deadline for bid submission, its bid shall be considered as late bid, and shall be rejected.

**19. Opening of First Envelope**

The Tender Floating Officer will open the First Envelope i.e. Techno- Commercial Part, including withdrawals and modifications made in the presence of bidder's designated representatives who choose to attend, at the time, date stipulated in the clause 6 of BDS. The bidder's representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bids may view on line tender opening on the portal from their end. In the event of the specified date for the bid opening being declared a holiday for the Tender Floating Officer, the bids will be opened on the next working day.

Bids withdrawn shall not be opened.

Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/send to archive unopened.

Employer reserves the right to cancel any or all e-Bids without assigning any reason.

**20. Clarification of Bids**

During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The Employer may give the Bidder not more than two (02) working days for clarification, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

**21. Preliminary Examination of First Envelope**

The Employer shall examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

The Employer, in the interest of Government, may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a substantial deviation.

Bids containing deviations from critical provisions relating to relevant GCC Clauses of Terms of Payment, Performance Security, Taxes and duties, Equipment Performance Guarantee, Defect Liability, Settlement of Disputes, Arbitration, will be considered as non-responsive.

**22. Qualification**

The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in QRC to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding.

**23. Evaluation of Techno-Commercial Part (First Envelope)**

The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents.

**24. Opening of Second Envelope**

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. Such Bidders shall be intimated about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. Non-responsive bids shall be identified and the Second Envelope submitted by them shall not be opened and the earnest money deposit shall be returned as per the prescribed norms.

The Employer shall open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders' designated representatives who choose to attend and witness opening of Second Envelope. Bidders who have submitted their bid and found qualified may view online tender opening on the portal from their end.

Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

**25. Evaluation of Second Envelope (Price Part)**

The Employer will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

In the case of there being a number of bidders quoting same rates, thereby, forming a cartel to jack up the prices, the e-Bids/ Offers of such bidders, shall be summarily rejected.

Arithmetical errors will be rectified on the following basis:

- a. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. However, in case of items quoted without indicating any quantity, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.
- b. The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s). In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical corrections shall be carried out by the

Employer. The rate and amount so ascertained by the Employer shall prevail, however payment shall be subject to the ceiling offered by the bidder/Employer's analysis, whichever is minimum.

- c. The total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amounts for the same indicated in words or figures shall be rectified in line with the procedure explained above.
- d. If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Earnest Money Deposit forfeited.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

**26 Accepting or Rejecting any or all Bids**

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

Any approach/canvassing etc. official or otherwise by the Bidders or his/their representative/agent to influence the consideration of their tender shall render the tender liable to summary rejection.

**27. Notification of Award**

Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

Upon the successful Bidder's furnishing of the performance security the Employer will promptly discharge the earnest money demand (EMD).

**28 Time of completion of works**

Time of completion of all work to be executed will be as specified in clause 10 of BDS.

**29 Signing the Contract Agreement**

At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will execute the Contract Agreement within seven (07) days, provided in the Bidding Documents, incorporating all agreements between the parties.

The Contract Agreement between successful bidder and the Employer shall be prepared within **five (07) days** of the Notification of Award.

In order to avoid delay caused by postal correspondence after submission of Bids and to expedite the process of technical/commercial clarifications, the Employer may require the bidders to depute his/their authorized representative along with necessary documents to the Office of the Tender Floating Authority for sorting out the connected matters thus enabling speedy issue of formal award of contract. The representative thus deputed shall have

to be competent enough to hold technical and commercial discussions/negotiations and convey the decision/acceptance on behalf of the bidders.

30 **Performance Security:**

Within ten(10) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security of 5% (Five percent) of the contract value in the form, provided in the section titled "Sample Forms and Procedures", of the Bidding Documents. The DD/BG furnished in this regard shall be valid up-to 30 days beyond the Defect Liability Period/ Guarantee period.

*-----End of Section-V(ITB)-----*

**JE**

**AE**

**AEE**

**Executive Engineer**

**SECTION-VI**  
**BID DATA SHEET**  
**(BDS)**

## Bid Data Sheet(BDS)

The following bid specific data for the works to be executed shall amend and/or supplement the provisions in the Bid Documents.

NIT: - EDA/e-tender/15 of 2026-27

Dated: - 26-05-2026.

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, Executive Engineer, Electric KPDCL Division-Awantipora invites online e-bids from registered A-Class **Contractors/Suppliers/Firms** registered with Inspection Agency of KPDCL or any other relevant Government agency enlisted with CPWD, MES, Railway, DGBRO of appropriate class for the works namely **Reconstruction of damaged Electrical infrastructure of LT Lines of KPDCL ED Awantipora SD-Pampore for the Damages caused due to recent Floods in Kashmir during August -September 2025 under SASCI Part I (Disaster)** as per terms, conditions, technical specifications and schedules forming part of this tender document.

S. No	Name of Work	Adv. Cost. ( Lacs)	Earnest Money.
1	Reconstruction of damaged Electrical infrastructure of LT Lines of KPDCL ED Awantipora SD-Pampore for the Damages caused due to recent Floods in Kashmir during August -September 2025 under SASCI Part I (Disaster)	15.62	2% of adv. Cost
<b>Total</b>		<b>15.62</b>	
1	Cost of e-Bid/ tender document	Rs. 1000.00 (Payable to Executive Engineer ED Awantipora vide Treasury Receipt or e-Challan Only) (DEMAND DRAFT SHALL NOT BE ACCEPTED)	
2	Amount of Earnest Money Deposit @ 2 % of Adv. Cost.	<b>Rs. 31240.00 in the Shape of CDR/FDR</b>	
3	Publishing Date & Time	The Standard tender Document can be downloaded Over <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> from 26-05-2026 (06:00 pm)	
4	Date & Time of downloading /Sale (Start) of Standard Bidding Document	26-05-2026 (07.00 Pm)	
5	Seek Queries Clarification Start Date & Time	30-05-2026 (10.00 Am)	
6	Seek Queries Clarification End Date & Time	30-05-2026 (04.00 Pm)	
7	Bid Submission Start Date & Time	30-05-2026 (05.00 Pm)	
8	Bid Submission End Date & Time	18-06-2026 (11.00 Am)	
10	Technical Bid Opening date & Time	18-06-2026 (02.00 Pm)	
11.	Submission of Hard Copy (end) Date& Time	Shall be declared later on for the technically qualified bidders	
Please Read Date & Time Carefully			

-----End of Section-V (BDS)-----

**Executive Engineer**

## **SECTION-VII**

### **CLIMATIC AND ISOCERAUNIC CONDITIONS (CIC)**

## CLIMATIC AND ISOCLIMATIC CONDITIONS (CIC)

1. The climatic and isoclimatic conditions at the site of work are approximately given as under:

S.No.	Description	Values
i.	Max.temp of air in shade	30.6 <sup>0</sup> C
ii.	Min.temp of air in shade	-20 <sup>0</sup> C
iii.	Max.temp of air in sun	45 <sup>0</sup> C
iv.	Height above sea level (Approx.)	1600 m
v.	Max.relative humidity	90%
vi.	Min.relative humidity	15%
vii.	Average no. of thunder storm days per year	54
viii.	Average rainfall	80 cm
ix.	Wind Zone	WZ- 3
x.	Average number of rainy days per year	106
xi.	Seismic Zone	SZ- 5
xii.	Area of installation	HSZ

HSZ=Heavy Snow Zone, LSZ=Light Snow Zone

## 2. Communication and Transport

The nearest railway station is Jammu/Udhampur on the broad gauge line and is connected to the Divisional Stores by a metal road. The equipment is required to pass en-route through various Tunnels on NH-44. The weights and maximum dimension of the packages suitable for transportation through tunnel route are as follows:

i.	Length	7.0m
ii.	Width	3.0m
iii.	Height	4.55m
iv.	Weight	40Ton (Metric)

The supplier shall get the permissible weight and dimensions confirmed from the Highway Authorities before proceeding with the manufacture of the equipment. It will be the responsibility of the supplier to ensure timely and proper delivery of the equipment on door delivery at Srinagar, through road transport. The supplier shall also ensure that the weights and dimensions of the packages which are suitable to be carried by road transport up to Srinagar.

-----End of Section-VII(CIC)-----

JE                      AEE                      Executive Engineer

**SECTION**  
**VIII: SCHEDULES & FORMS**

TENDERFORM

From: ..... To,
The Executive Engineer,
....., KPDCL,
..... Kashmir,J&K.

Sub:-OurOfferNo... Dated:-

Ref:-ExecutiveEngineer ..... ,KPDCL,Kashmir,J&K.

NITNo:-.....Dated:-..... Dear

Sir,

Thishasreferencetoabovementioned e-NITandoursubjectoffer againstthe same.

- 1. I/We do hereby affirm that I/We have read and have, fully understood all terms, conditions, technical specifications of biddingdocument received vide your e-NIT No: - .....Dated:-.....
2. I/We hereby offer to supply genuine goods and material at the rates and quantities as described in our subject offer and shall execute the work(s) truly and faithfully within the time specified and set forth in the aforesaid offer. The goods and material to be supplied will be of the quality answerable in every respect with our offer/tender quoted above.
3. I/We shall be responsible for all complaints as regard the quality of material and all material and equipment shall comply in all respects with the requirement of quoted standard specifications.
4. I/We do hereby certify that the material and equipment offered are free from legal encumbrances and any claim regarding infringement and any patent of country of origin or India and shall be defended by us at our own cost and damages/cost, if forwarded against Employer in such as suits shall be borne by us.
5. I/We shall be hereby responsible for all complaints as regard the quality of material and all material / bad workmanship and for all such complaints the decision of the department will be final and binding on us.
6. I/We enclose a CDR/FDR/Bank Guarantee No.....for the prescribed amount.....of(Rupees... ..) drawnin favour ofthe ExecutiveEngineer,.....,KPDCL.
I/We fully understand that in the event of my/our SBD being accepted, this earnest money shall be retained by you as security deposit payable by me/us for the faithful and satisfactory execution of the contract.
7. I/We undertake to furnish securitydeposit equivalent to of the value of contract, as in the form of CDR/FDR/Bank Guarantee from a Nationalized/Scheduled Bank only pledged to the Chief Accounts Officer, Distribution Wing, Kashmir valid for one year from the date of award of contract.
8. I/We shall have no claims to the refund of the earnest money prescribed against this tender in the event of my/our noncompliance of the purchase order, provided such order

is placed within the period of validity of my/our tender as indicated in paragraph 10 below.

9. I/We further understand that my earnest money will stand forfeited even if I withdraw my tender at any stage after opening of techno-commercial bid.
10. My/Our tenders shall remain valid for a period of ..... **days** from the date of opening of Price Bid against the NIT No: ..... Dated: .....
11. My/our tender along with the terms and conditions with relevant columns and annexures duly filled in under my/our attestation and with each page of the tender papers including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general of special/attorney, in proof of which power of attorney is attached) is submitted for your favorable consideration.
12. I/We have read the enclosed terms and conditions carefully and have signed the same in token of their absolute and unqualified acceptance. My/our SBD constitute a 'firm' offer under the J&K contract Act, and is open to an acceptance, in whole or in part. My/our offer, if accepted on the attached terms and conditions will constitute a legal binding contract and shall operate as a contract as defined in the J&K Contract Act and the sale of Goods Act.

Thanking You

Yours faithfully,

Name and full address of the Bidders.

Place.....

Date.....

**SCHEDULE 'B'**

**Schedule of Deviation:**

NIT No.....

I/We have carefully gone through the technical specification and the general conditions of contract and I/We have satisfied myself/ourselves and hereby confirm that my/our offer strictly conforms to the requirements of the technical specifications and general conditions of contract, except for the deviations which are given below:

**Deviations from Commercial terms/General conditions of contract:**

S.No:	Clause No.	Description of deviation
1.		
2.		
3.		
4.		
5.		
6.		

**Deviations from Technical Specification:**

S.No:	Clause No.	Description of deviation
1.		
2.		
3.		
4.		
5.		
6.		

**Certificate:-** The Bidders hereby certify that the above mentioned are the only deviations from the tender specifications.

Signature:

Name:

(In block letters) Stamp

**SCHEDULE 'C'**

**IMPORTANT CHECKLIST**

(To be filled in by the Bidders and enclosed with Commercial bid of the offer digital signed)

<b>I</b>	<b>COMMERCIAL Documents Check List</b>	
<b>S.No</b>	<b>Description</b>	<b>Bidders Response</b>
<b>1</b>	Cost of Bid Document (DD No/Date/Validity/Amount)	
<b>2</b>	EMD (Instrument type/No/Date/Validity/Amount)	
<b>3</b>	Validity of Offer	
<b>4</b>	Registration certificate from Chief Electrical Inspector/relevant issuing authority enclosed (Yes/No)	
<b>5</b>	Previous Executed Orders of work of similar nature along with satisfactory performance certificates enclosed (Yes/No)	
<b>6</b>	Annual Turnover in the form of Balance Sheet/P&L Statement audited by CA enclosed (Yes/No)	
<b>7</b>	PAN copy enclosed (Yes/No)	
<b>8</b>	Valid Tax Clearance certificate of last quarter enclosed (Yes/No)	
<b>9</b>	Details about financial resources enclosed (Yes/No)	
<b>10</b>	Affidavit for firm not blacklisted as per relevant format enclosed (Yes/No)	
<b>11</b>	Indemnity Bond as per relevant format of SBD enclosed (Yes/No)	

<b>II</b>	<b>TECHNICAL Documents Check List</b>	
<b>S. No</b>	<b>Description</b>	<b>Bidders Response</b>
<b>1</b>	Whether the material quoted by the Bidders correspond to the relevant I.S./IEC	
<b>2</b>	Whether the material fully correspond to e-NIT specifications (Yes/No)	
<b>3</b>	Whether Type test reports enclosed (Yes/No)	
<b>4</b>	If not, have the deviations been pointed out in relevant Schedule (Yes/No)	
<b>5</b>	Duly filled and signed GTP enclosed (Yes/No)	
<b>6</b>	Relevant Drawings enclosed (Yes/No)	

Signature:

Name:

Stamp

**SCHEDULE 'D'**

**SCHEDULE OF RATE OF TAXES:-  
To be filled in and signed by the Bidders**

**Fill in the Rate of Taxes and Duties under all circumstances.**

<b>S.No.</b>	<b>Nature of Tax</b>	<b>Rate of Tax</b>
1		
2		
3		
4		
5		
6		
7		

**Signature:**

**Name:**

**(In block letters) Stamp**

**SCHEDULE 'E'**

**AFFIDAVIT**

**(To be furnished on non-judicial stamp paper and to be attested by 1<sup>st</sup> Class  
Magistrate/ Public Notary)**

I, \_\_\_\_\_ Director/Proprietor/Partner of M/s \_\_\_\_\_

With Headquarter at \_\_\_\_\_ being their authorized signatory, do hereby solemnly affirm and declare that M/s \_\_\_\_\_ has not been blacklisted in the past by any Govt. /Private institution of the country and there is no vigilance/ any other investigation/case pending against the firm/ contractor. I understand that if, upon acceptance of our offer dated \_\_\_\_\_ against e-NIT No. \_\_\_\_\_, any P.O. is placed upon us, the same is liable to be cancelled if this declaration is found wrong/incorrect at any subsequent time and further I understand to compensate Employer, for the consequences arising out of wrong/false declaration.

Attested by Oath Commissioner

**SCHEDULE 'F'**

**INDEMNITY BOND**

**(To be furnished by Successful Bidder, at the time of Award of the contract on the desired format as is in vogue in KPDCL)**

**SCHEDULE 'G'**

**SCHEDULE OF MANUFACTURED/BOUGHT OUT ITEMS:-**

**To be filled in and signed by the Bidders**

<b>S.No.</b>	<b>Material Description</b>	<b>Make</b>
1		
2		
3		
4		
5		
5		

**Signature:**

**Name:**

**(In block letters)**

**Stamp**

**PROFORMA OF EARNEST MONEY DEPOSIT**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee No.: Date:

To

The Executive Engineer, ....., KPDCL,  
Kashmir, J&K.

WHEREAS M/s.....(insert name of Bidder).....having its Registered Head Office at.....

(Insert address of the Bidder).....(Hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for (insert name of the Package) .....

Under.....(insert Specification No)..... (hereinafter called "the Bid")

KNOW ALL PERSONS by these presents that WE.....(insert name & address of the issuing bank).....having its Registered Head Office at.....(insert address of registered office

of the bank).....(hereinafter called "the Bank"), are bound unto

.....(insert name of Employer).....(hereinafter called "the Employer") in the sum of .....(insert amount of Bid Security in figures & words).....for which

Payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of..... 20...

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
2. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the

declaration/ confirmation made by him in Attachment - Declaration of the Bid; or

- 3. If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
- 4. in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Contract Agreement, in accordance with relevant SBD Clause, or
  - b) To furnish the required security deposit/performance guarantee, in accordance with relevant SBD Clause.
- 5. In any other cases specifically provided for in SBD

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ..... (insert date, which shall be the date 30 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

"Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed (value in figures) [(value in words) \_\_\_\_\_].

This Bank Guarantee shall be valid up to \_\_\_\_\_ (validity date) \_\_\_\_\_.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) .....

For and on behalf of the Bank

Witness

Signature & Name:  
 Designation:  
 Contact Number(s)/Fax:  
 Address:  
 Bank Seal:

Signature & Name:  
 Designation:  
 Contact Number(s)/Fax:

## Checklist-II for:

### EVALUATION FOR ACCORDING VENDOR APPROVAL

Name of the Contractor:

Name of the Vendor:

ITEM:

Request Letter No.:

Dated

1.	Basic Company profile and Production Certificates.	
2.	SSI/MSME/NSIC Registration Certificates with Factory License.	
3.	Incorporation certificate if applicable with Article of Association.	
4.	Balancesheets/Turnover for last three years certified by CA.	
5.	ISO Certifications.	
6.	Quality Assurance Programme / Process Flow Chart/Organizational Chart.	
7.	GST Registration with latest Clearance certificate.	
8.	PAN Card.	
9.	List of Tools and Machinery.	
10.	In-house Testing Laboratory Status, With NABL certificate, if any.	
11.	Past purchase orders not older than 5 years from Govt./Semi Govt./Corporations.	

12.	<b>Completion Certificates of past PO's with Performance Certificates.</b>	
13.	<b>Type Test reports from CPRI/ ERDA/ERTL/NTH/NABL Laboratories, As per CEAG Guide Lines</b>	
14.	<b>Valid BIS License, if applicable.</b>	
15.	<b>Previous vendor approval, if any.</b>	

**BIDDER ADDRESS FORMAT**

e-NIT No.

- 1. Name of Firm: M/s.....
- 2. Name of Proprietor:.....
- 3. Full Address with Pincode:.....  
.....
- 4. Registration/Contractor License No.:.....
- 5. GST Registration No: .....
- 6. Income Tax PAN:.....
- 7. Phone No. prefixing STD Code:.....
- 8. Mobile Nos.:.....
- 9. Email Ids:.....
- 10. Aadhaar No.:.....
- 11. Bank Account No.:.....
- 12. IFSC:.....

**SignatureoftheBidder**

ANNEXURE-J

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Accounts Officer,  
Chief Engineer, Distribution Wing,  
KPDCL, Srinagar.

WHEREAS (Name and Address of Supplier)..... (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No..... dated;..... to execute (Name of Contract and Brief Description of Works)..... (hereinafter called the "Contract").

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

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of Guarantee) in words and figure ..... to be inserted by the Guarantor, representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reason for your demand for the sums specified therein.

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

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

This guarantee is valid until the date 30 days after issue of the last Defects Liability Certificate

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:

Address:

Date:

Note: The Bidders are not required to fill this Proforma.

ANNEXURE-K

**PROFORMA FOR POWER OF ATTORNEY**  
(To be issued by Bidder to its Authorized Representative)

KNOW ALL MEN BY THESE PRESENTS THAT WE ..... Company incorporated under the law of ..... and having its Registered Office/Head Office at ..... (hereinafter called the 'Manufacturer' which expressions shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) through Mr ..... its ..... (Designation) do hereby constitute, nominate and appoint ..... a company incorporated under the laws of ..... and having its Registered Office/Head Office at ..... as its duly constituted lawful Attorney (hereinafter called the 'Attorney' or 'Authorized Representative') to exercise all or any powers for and on behalf of the manufacturer in regard to Specification No ..... Package ..... the bids for which have been invited by ..... (insert names of the Purchaser) ..... a Company incorporated under the Companies Act of 1956 having its registered office at ..... (insert registered address of the Purchaser) ..... (hereinafter called the "Purchaser" which expression shall include its successors, executors and permitted assigns) to undertake the following acts:

- i). To submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the Manufacturer.
- ii). To negotiate with the Purchaser the terms and conditions including prices for award of the Contract pursuant to the aforesaid Bid and sign the Contract with the Purchaser for and behalf of the Manufacturer.
- iii). To do any other acts or submit any document related to the above.
- iv). To receive, accept and execute the Contract for and on behalf of the Manufacturer. It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till Completion of Warranty Period in terms of the Contract.

The Manufacturer hereby agrees and undertakes to ratify and confirm all whatsoever the said Attorney/Authorized Representative quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Manufacturer by virtue of this Power of Attorney and the same shall bind the Manufacturer as if done by itself.

IN WITNESS WHEREOF THE Manufacturer has executed these presents ..... on this ..... day of ..... under the Common Seal of the Manufacturer (Company).

The Common Seal has been affixed there unto in the presence of

:WITNESS

1. Signature.....  
Name.....Designation.....  
. Occupation.....

2. Signature.....  
Name.....Designation.....  
. Occupation.....

Note:

1. For the purpose of issuing Power of Attorney, the non-judicial stamp papers of appropriate value shall be purchased in the name of Manufacturer.
2. The Power of Attorney filled up by the manufacturers shall be enclosed along with the bid in case of bid is submitted by authorized representative.

**ANNEXURE-KI**

**FORM FOR OF EXTENSION OF BANK GUARANTEE**

To

**Name and Address of the Purchaser**

Subject: Extension of Bank Guarantee No .....dated..... for  
.....,issued to you on behalf of M/s.....**(insert name of the  
Supplier)**.....in respect of Contract No. .... dated  
.....for.....**(insert name of the Package along with the Project  
name)** ..... (hereinafter called original Bank Guarantee).

Dear Sir,

At the request of M/s.....**(insert name of the Supplier)**....., We  
.....**(insert name & address of the issuing bank)**....., a Bank organized under  
the law of.....and having its Registered/Head Office at  
.....**(insert address of registered office of the bank)**..... do  
hereby extend our liability under the above-mentioned Guarantee No.  
..... Dated ..... for a further period of.....  
Years/Months from.....to expire on..... Except as provided above, all  
other terms and conditions of the original Bank Guarantee No..... Dated  
..... Shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

Thanking you,

**For and on behalf of Bank**

Name & Sig. of the Authorized Signatory

Name & Residence and Sig. of the  
Witness

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of the Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities and should invariably be witnessed.

ANNEXURE-L

FORM FOR NOTIFICATION BY THE PURCHASER TO THE BANK  
(Applicable for Forfeiture of Bank Guarantee)

To

Name and Address of the issuing Bank

Ref: Forfeiture of Bid Security Amount against Bank Guarantee No.....

dated.....for....., issued by you on behalf of M/s. .... (insert name of the Bidder).....

Dear Sir,

Please refer to the subject Bank Guarantee executed by you in our favour for ..... as Earnest Money Deposit for the bids submitted by M/s. .... (insert name of the Bidder) ..... against ..... (insert name of the Contract) .....; Specification No.....

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately on demand by the Purchaser the amount of..... without any reservation, protest, demur and recourse. Further, any demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to .... (insert name of the Purchaser) ..... owing to the occurrence of the condition referred to at Sl.No. .... The Bank is requested to remit the full guaranteed sum ..... towards proceeds of the bid security in the form of Demand Draft in favour of '.... (insert name of the Purchaser) .....', payable at .... (insert place of the Purchaser) .....

Thanking you,

**For and on behalf of Purchaser**

Name & Sig. of the Purchaser  
Authorized Signatory

Copy to the Registered Office of the Bank

**Table-1**

Requirement of Technical Staff to ensure execution of works as per standards and as PTW  
 Receivers to ensure safe working at site

<b>S. No</b>	<b>Technical Staff</b>	<b>Qualification</b>	<b>Minimum Experience</b>	<b>No. Offered</b>	<b>Period of Engagement</b>	<b>Remarks</b>
1.	Engineer	Degree/ Diploma	One years for Degree Holder/ three years for Diploma Holder		..... months	<b>For Supervision of Works</b>
2.	Engineer/ Technician	Degree/ Diploma/ITI Technician	Freshers can also be engaged.		..... months	<b>For PTW Receivers.</b>

Signature of Technician with name:

Signature of Engineer with name:

Signature of Contractor with name:

**Cost of Tender documents shall be at following rates:**

<b>S.No.</b>	<b>Estimated Value of contract/Tendered Work</b>	<b>Price of Tender Document</b>
1.	Up-to Rs.5.00Lacs	Rs.200/-
2.	From Rs.5.00Lacs to Rs.10.00lacs.....	Rs.500/-
3.	From Rs.10.00Lacs to Rs.50.00Lacs	Rs.1000/-
4.	From Rs.50.00Lacs to Rs.1.00Crore	Rs.2000/-
5.	From Rs.1.00Crore to Rs.2.50 Crores	Rs.3000/-
6.	From Rs.2.50Crore to Rs.5.00Crores	Rs.4000/-
7.	From Rs.5.00Crore to Rs.10.00 Crores	Rs.5000/-
8.	From Rs.10.00Crore to Rs.20.00Crores	Rs.10000/-
9.	From Rs.20.00Crores & above	Rs.20,000/-

## **Volume-II**

**Field Divisions / Tender floating Authorities requested to upload Technical Specifications of the requisite Equipment/Material including GTP in separate Folder.**

**Note:- Technical Specifications of the requisite Equipment/Material may be downloaded from the KPDCL website or obtained from the Planning & Procurement Wing of KPDCL**

## **Volume-III**

**.Field Divisions/Tender floating Authorities requested to upload Tender Drawings in separate Folder.**