

Union Territory of Jammu & Kashmir



सत्यमेव जयते

JAMMU POWER DISTRIBUTION CORPORATION LIMITED

Standard Bidding Document

For

"Survey, Supply, Erection, Testing and Commissioning of "Permanent Restoration of damaged Infrastructure due to heavy rainfall/Flash Flood which includes Shifting/Creation of HT/LT Lines, 11 KV Isolation Points, Shifting/Creation of Distribution Substations under SASCI in the jurisdiction of Executive Engineer ED-Reasi JPDCL" on Turnkey Basis

E-NIT NO: 10 of 2026-27, DATED:-25-05-2026.

Tender Floated By:

*The Executive Engineer JPDCL,
Electric Division-Reasi*

Important Note To The Prospective Bidders: -

As per the Guidelines issued by the Principal Secretary to Government, Finance Department vide letter No.: - A/24(2017)-651 dated 07-06-2018.

1. Furnishing of hard copies of bids immediately after submission of e-tenders is dispensed with. The submission of hard copy of bid Document by L1 shall be after opening of financial bid.
2. The bidders shall have to pay the e-Bid document fee in the shape of e-Challan, treasury Challan/receipt/DD, in favour of Executive Engineer Electric Division-Reasi JPDCL (Cost of Tender to be credited to Head: 0801) (Non-refundable) on or **at least one day before** opening of commercial and technical e-Bid.
3. DD/CDR/FDR/BG duly pledged to the Executive Engineer Electric Division-Reasi JPDCL as Earnest money should be uploaded by the tenderers. The original DD/CDR/FDR/BG has to be submitted by the bidder before allotment of work.
4. The original demand draft or e-Challan, treasury Challan/receipt account of e-Bid document cost should be submitted in a separate sealed envelope in the Office of the Executive Engineer Electric Division-Reasi JPDCL and should reach **at least one day before** opening of commercial and technical e-Bid. If not submitted then the said bidder is rejected without any written assurance. The scanned copy of the e-Challan, treasury Challan/receipt must be uploaded along with the e-Bids.
5. No MSME/Udhyam is valid for the work contracts as per the procurement policy for MSEs order 2012 as well as order of High Court Judgment.
6. The valid work completion certificates shall be entertained from Govt. departments only. No work experience as subcontractor shall be considered and hence straight way rejected for participating in the said E-Nit.
7. The work shall be completed on or before 31.08.2026, and no extension of time shall be granted under any circumstances. The bidder acknowledges that the scheme will close on 31.08.2026 and will not be extended thereafter. Accordingly, failure to submit bills by the said date shall result in forfeiture of any right to claim payment from this division thereafter.
8. The Executive Engineer ED-Reasi has reserve the right to reject the bid as whole if price of any of the item has been found reasonably low than the prevailing cost data/LMR of specific item.
9. If any of the bidders has quoted zero prices of any of the item in the BOQ, then his/her bid shall be straightway rejected without any notice.
10. Any item not included in the scope of work but found necessary for successful completion of Job shall be deemed to have been included in the scope of work and offered price.
11. **Since it is voluminous work and has to be completed by 31st of August 2026 both physically and financially, if necessary and suitable then this office has reserve the right to get the execution of work done by L2 and L3 qualified bidders on the rates quoted by L1 bidder for 30% and 20% of the total works respectively.**

Therefore, Submission of Hard copy of relevant documents where ever mentioned in the e-NIT shall be applicable for L1 Bidder only, as and when decided by the

competent authority. However, all the participating bidders shall submit / upload all the relevant documents electronically on the designated Web portal.

Contents of Standard Bidding Document

The SBD or the e-Bid document includes:

- (a) Invitation for e-Bid
- (b) Section I: Scope of Work
- (c) Section II: Instruction to Bidders (ITB)
- (d) Section III: Pre-Qualification Requirements (PQR of Bidders/Tenderers)
- (e) Section IV: Commercial e-Bid
- (f) Section V: Technical e-Bid
- (g) Section VI: Financial e-Bid
- (h) Section VII: General Conditions of Contract (GCC)
- (i) Section VIII: Schedules
- (j) Section IX: Guaranteed Technical Particulars (GTP)
- (k) Section X: Bill of Materials (*Annexed as a separate document and shall form an integral part of this SBD*).

Note: 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.

(a) INVITATION FOR e-BID

JAMMU POWER DISTRIBUTION CORPORATION LIMITED
Office of the Executive Engineer, Electric Division, JPDCL, Reasi

E-Mail: jpdclxenreasi@gmail.com

Short Term Notice

E-NIT No: 10 of 2026-27

Dated: 25-05-2026

For and on behalf of the Lieutenant Governor of the UT of Jammu and Kashmir, the Executive Engineer Electric Division, JPDCL, Reasi, here in after referred as 'Employer', invites online e-bids from Reputed Companies or registered Electrical contractors having valid A-Class Electrical Contractors License for **"Permanent Restoration of damaged Infrastructure due to heavy rainfall/Flash Flood which includes Shifting/Creation of HT/LT Lines, 11 KV Isolation Points, Shifting/Creation of Distribution Substations under SASCI in the jurisdiction of Executive Engineer ED-Reasi JPDCL"**. Specific locations will be provided at the time of Letter of Award. Bidders are advised to study the Bidding Document carefully. Submission of e-Bid against this SBD shall be deemed to have been done after careful/conscious study and examination of the procedures, terms and conditions of the Standard Bidding Document with full understanding of its implications.

1. The tender document is available at website <http://jktenders.gov.in>. Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

a)	Tender Document Sale/Download Start Date	26.05.2026; 09:00 Hrs.
b)	Tender Document Sale/Download End Date	04.06.2026; 14:00 Hrs.
c)	e-Bid submission (start) date & time	26.05.2026; 12:00 Hrs.
d)	e-Bid submission (end) date & time	04.06.2026; 16:00 Hrs.
e)	Submission of Hard Copy of Tender Fee	26.05.2026; 14:00 Hrs. to 04-06.2026 14:00 Hrs.
f)	Seek clarification start time and date	29.05.2026; 12:00 Hrs.
g)	Seek clarification end time and date	01.06.2026; 14:00 Hrs.
h)	Pre Bid Meeting	02.06.2026; 12:00 Hrs
i)	Commercial and Technical Bid opening date & time	05.06.2026; 14:00 Hrs.
j)	Online financial e-Bid opening date & time (Only of the technically qualified Bidders)	Will be communicated to the Technically Qualifying Bidders.
k)	Venue of opening of techno-commercial Bids	Soft Copy Electronically & Hard copy in the Office of the Executive Engineer Electric Division-Reasi JPDCL
l)	Position of Funds	Awaited under SASCI
m)	Tender Value	Rs. 395.96 Lacs
n)	Cost of e-Bid document	Rs. 3000.00 (Non-Refundable) in shape of e-Challan/ Treasury Challan/DD pledged to Executive Engineer Electric Division-Reasi JPDCL.
o)	Amount of Earnest Money Deposit (EMD)	Rs. 7,91,920.00 in shape of CDR/FDR only from any Nationalized/Scheduled bank only pledged to Executive Engineer Electric Division-Reasi JPDCL.

2. **Completion Period:-The work shall be completed on or before 31.08.2026, and no extension of time shall be granted under any circumstances. The bidder acknowledges that the scheme will close on 31.08.2026 and will not be extended thereafter. Accordingly, failure to submit bills by the said date shall result in forfeiture of any right to claim payment from this division thereafter.**
3. **Bids must be accompanied with cost of tender document in shape of "e-Challan through Treasury Indicating Treasury Voucher no. & date/DD, e-Nit No. and name of the work duly crediting to 0801 (Revenue) favouring**

Executive Engineer Electric Division-Reasi JPDCL and upload the same. Earnest money /Bid security in shape of CDR/FDR/BG Pledged to Executive Engineer Electric Division-Reasi JPDCL. The CDR/FDR/BG shall be valid for minimum of 45days beyond bid validity period. The original instruments in respect of EMD and relevant documents of successful bidders will be submitted to Executive Engineer Electric Division-Reasi JPDCL at the time of allotment.

4. Bidders must quote for all the particulars of the item in the Technical Bid and in the price schedule/BOQ of financial bid. The bids of Bidders who will not quote for all the particulars for any item in technical and financial bids shall be liable to be rejected at the discretion of the Employer keeping in view the interest of the JPDCL.
5. All the e-Bids must be accompanied by the scanned copy of EMD in the form of CDR/FDR/Bank Guarantee only from any Nationalized/Scheduled bank only pledged to **Executive Engineer Electric Division-Reasi JPDCL**. No Interest shall be payable on Earnest Money deposited with the Department.
 - a) Hard Copy of original instrument of EMD shall be demanded from the successful bidder(s) after the opening of the financial e-Bids.
 - b) The date and time of opening of Financial-Bids shall be notified on Web Site **<http://jktenders.gov.in>**. This is conveyed to the technically qualified Bidders automatically through an e-mail message on their e-mail address. The Financial-bids shall be opened accordingly online on the same Web Site.
6. The e-Bids will be electronically opened in the presence of Bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of Bidder's/OEM representative will be required to be produced.
7. The JPDCL reserves the right to cancel any or all the e-Bids/ the e-Bid process without assigning any reason thereof if any major lapse/deviation is found. The decision of the JPDCL will be final and binding.
8. In the event of date specified for e-Bids opening being declared a holiday for JPDCL office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
9. All the required documents excluding Price Schedule/BOQ should be uploaded by the e-Bidders electronically in the PDF format, whereas Price Schedule/BOQ should be uploaded electronically in the same BOQ sheet provided with the SBD.
10. To participate in e-bidding process, Bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000, to participate in online bidding.

Hard Copy of Cost of Tender Document must be delivered to the Office of the Executive Engineer Electric Division-Reasi JPDCL in sealed cover at least one day before the scheduled date of opening of the commercial and technical e-Bids. The sealed cover shall be super scribed as "**Cost of Tender Documents against E-Nit No:-10 of 2026-27, Dated:-25-05-2026.**"

**Sd/-
Executive Engineer
JPDCL Electric Division
Reasi**

No: EDR/TS/148-51

Dated: 25-05-2026

Copy to the: -

1. Chief Engineer, (Distribution) JPDCL, Jammu for information.
2. Superintending Engineer, O&M Circle-III, JPDCL Batote for information.
3. Joint Director Information, J&K Government, Jammu with the request to publish the NIT in the leading newspapers for wide publicity. The payment on account of publication of this advertisement shall be made by this Office.
4. Concerned File.

SECTION I
SCOPE OF WORK

SCOPE OF WORK

1. Survey,Supply,Erection,Testing and Commissioning of “Permanent Restoration of damaged Infrastructure due to heavy rainfall/Flash Flood which includes Shifting/Creation of HT/LT Lines,11 KV Isolation Points, Shifting/Creation of Distribution Substations under SASCI in the jurisdiction of Executive Engineer ED-Reasi JPDCL”on Turnkey Basis in the jurisdiction of Executive Engineer ED-Reasi JPDCL”.
2. Shall include packing and forwarding, insurance, transportation to project site, handling, and storage at site erection, testing & commissioning all major and minor electrical equipments and accessories.
3. The details of work items to be executed are also provided in BOQ and the bidders are required to submit item wise rate in BOQ template only. Hard copy of BOQ /Price bid shall not be submitted under any circumstances.
4. Any item not included in the scope of work but found necessary for successful completion of Job shall be deemed to have been included in the scope of work and offered price.
5. The Employer’s evaluation of a financial bid shall be based on total lowest rate quoted by the bidder, including all the taxes, duties and levies, etc.
6. Rate quoted by L1 bidder shall be evaluated by reasonability committee and if found that rates quoted are not feasible and reasonable, the e-Nit will be cancelled.
7. The work has to be completed within the time period as per delivery schedule.
8. All the Material required for execution of work shall be arranged by the turnkey contractor and should conform to relevant IS amended up to date.
9. The work shall be executed as per REC/RAPDRP/DDUGJY standards or as per the system requirements mentioned in SBD, BOQ.
10. Vendor approval along with approval of GTPs and drawings is mandatory before dispatch of material and inspection call.
11. The bidder shall have to submit the dispatch instructions along with RFI after material reached at site for which the intimation through the letter shall have to be submitted by the contractor.
12. The Key material to be used by the contractor shall be got inspected by experienced departmental representatives nominated by Executive Engineer before execution and certificate to this effect should be submitted to this office before start of work.
13. Dispatch instructions and RFI after receiving of material at site,
14. Any item not included in the scope of work but found necessary for successful completion of Job shall be deemed to have been included in the scope of work and offered price
15. Geo-tagged Photography: The contractor shall do Geotagged Photography of the sites firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

Isolation Points Erection of 11 KV Tapping Point			
S.No	Description of Material	Unit	Qty
1	ST Pole 9 mtr (ST 410 SP-33)	No	24
2	GI V cross-arm with top Bracket including clamp and GI Channel X-arm including clamps and braces	Kg	960
3	11KV GO, AB Switch 3-Phase, 3-Pole, 200 Amp, vertical type	Set	12
4	ACSR Weasel Conductor (30 Sq.mm)	Km	0.345
5	11kV Polymeric composite Pin Insulator 12kV, 5kN,Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm	No	72
6	11kV Polymeric composite Disc Insulator with GI fitting 12kV,minfailing load 45kN, Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm.	No	72
7	Galvanized Nuts and Bolts	KG	24
8	Danger Plates with Clamps	No	24
9	Anti-Climbing Device with Clamps	No	24
10	Earthing Complete by GI Pipe 40 mm or GI Rod 20mm 2.5 mtr long through GI Strip (25X3) mm.	No	24
11	Aluminium Paint	Ltr	24

12	Cement bottoming 1:2:4 mix as per REC standards .5cum /pole	No	24
13	Galvanised Stay Set with 50x8mm stay clamp, guy insulator(2Nos.), anchor plate (200x 200 x 6 mm), nut-bolts, 2 Nos turn-buckles, 1.8m long, 16 mm diameter solid GS stay rod & 7/3.15 mm dia GI stranded wire complete.	No	24
Erection of 11 KV (HT) Line			
S.No	Description of Material	Unit	Qty
1	9 mtr long Pole ST-410SP-33	Nos	574
2	GI V cross-arm with top Bracket including clamp	Kg	8262
3	Two No. GI Channels and GI 04 No. Angle Cross Braces for support of DP structure including clamps and braces	Kg	3520
4	11KV GO, AB Switch 3-Phase, 3-Pole, 200 Amp, vertical type	Set	23
5	ACSR Weasel Conductor (30 Sq.mm)	Km	88.7
6	PG Clamps for ACSR Conductor	Nos	12.0
7	11KV Polymeric composite Pin Insulator 12kV, 5kN,Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm	No	1590
8	11kV Polymeric composite Disc Insulator with GI fittings 12kV,minfailing load 45kN, Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm	No	264
9	Galvanized Nuts and Bolts	KG	574
10	Danger Plates with Clamps	No	574
11	Anti-Climbing Device with Clamps	No	574
12	Earthing Complete by GI Pipe 40 mm or GI Rod 20mm 2.5 mtr long through GI Strip (25x3) mm.	No	574
13	Red Oxide	Ltr	574
14	Aluminium Paint	Ltr	574
15	Cement bottoming 1:2:4 mix as per REC standards .5cum /pole	No	574
17	Galvanised Stay Set with 50x8mm stay clamp, guy insulator(2Nos.), anchor plate (200x 200 x 6 mm), nut-bolts, 2Nos turn-buckles, 1.8m long, 16 mm diameter solid GS stay rod & 7/3.15 mm dia GI stranded wire complete	No	120
Laying of LT Line			
S.No	Description of Material	Unit	Qty
1	8 mtr long Pole ST-410, SP15	Nos	315
2	GI M Clamp for shackle Insulator	Nos	945
3	ACSR Squirrel Conductor	Km	15.45
4	16 KN Polymer Shackle Insulators	Nos	945
5	Galvanised Nuts & Bolts	Kg	315
6	Danger Plates with clamps	Nos	315
7	Aluminium Paint	Ltr	315
8	Earthing Complete by GI Pipe 40mm or GI Rod 20 mm 2.5 Meter long through GI Strip	Nos	315
9	Anti-Climbing Device with Clamps	No	315
10	LT line Spacer	No	314
11	Cement bottoming 1:2:4 mix as per REC standards .5cum /pole	No	315
12	Galvanised Stay Set with 50x8mm stay clamp, guy insulator(2Nos.), anchor plate (200x 200 x 6 mm), nut-bolts, 2 Nos turn-buckles, 1.8m long, 16 mm diameter solid GS stay rod & 7/3.15 mm dia GI stranded wire complete.	No	60
Typical estimate for creation of 25 KVA Sub Station			
S.No	Description of Material	Unit	Qty

1	11/0.433KV, 3-phase 25 KVA Distribution Transformer with Bimetallic Terminal Connectors Energy Level-2, (Aluminium wound) and with LV cable box having detachable Aluminium Gland plate	No	5
2	9 mtr long Pole ST-410, SP33	Nos	10
3	Gapless Surge Arrestor, 9kV, 10kA, LA with polymer housing, Station type	Set	5
4	11KV GO, AB Switch 3-Phase, 3-Pole, 200 Amp, vertical type	Set	5
5	11kV Horn Gap Fuse set 3-phase, 200 Amp	Set	5
6	70 sqmm cable 1.1kv grade, PVC insulated stranded conductor FRLS type	Mtr	200
7	11kV Polymeric composite Disc Insulator 12kV,minfailing load 45kN, Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm	No	15
8	11kV Polymeric composite Pin Insulator 12kV, 5kN,Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm	No	15
9	GI Channel/Angle/Flat of different sizes including clamps	Kg	1500
10	Galvanised Nuts & Bolts	Kg	40
11	Earthing of substation - Excavation of earthing pit of dia 650mm & depth 3000mm, installation of Earthing pipe of 40mm nominal bore & 4mm wall thickness & length 2.5 mtr long as per IS 1239. GI strip for neutral earthing of size 25mm x 3mm for connection of transformer body, GO set & lightning arrester as per IS 2629/85, GI nuts & bolts, refilled with earth enhancement materials and earth chamber made of brick masonry with RCC slab cover.	No	15
12	32/63 Amp TPN Switch disconnecter fuse unit	No	5
13	LT Distribution Box for 25 KVA DTR with MCCB for Incomer & SFUs for outgoing Circuits including 32/63 Amp TPN Switch disconnecter fuse unit and separate earthing of LT Box. LT box shall be properly sealed with gaskets and cable entry shall be through double compression glands.	No	5
14	Cement bottoming 1:2:4 mix as per REC standards .5cum/Pole	Nos	10
15	Galvanised Stay Set with 50x8mm stay clamp, guy insulator(2Nos.), anchor plate (200x 200 x 6 mm), nut-bolts, 2Nos turn-buckles, 1.8m long, 16 mm diameter solid GS stay rod & 7/3.15 mm dia GI stranded wire complete	Set	10

Typical estimate for creation of 63 KVA Sub Station

S.No	Description of Material	Unit	Qty
1	11/0.433KV, 3-phase 63 KVA Distribution Transformer with Bimetallic Terminal Connectors Energy Level-2, (Aluminium wound) and with LV cable box having detachable Aluminium Gland plate	No	2
2	9 mtr long Pole ST-410, SP33	Nos	4
3	Gapless Surge Arrestor, 9kV, 10kA, LA with polymer housing, Station type	Set	2
4	11KV GO, AB Switch 3-Phase, 3-Pole, 200 Amp, vertical type	Set	2
5	11kV Horn Gap Fuse set 3-phase, 200 Amp	Set	2
6	70 sqmm cable 1.1kv grade, PVC insulated stranded conductor FRLS type	Mtr	80
7	11kV Polymeric composite Disc Insulator 12kV,minfailing load 45kN, Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm	No	6
8	11kV Polymeric composite Pin Insulator 12kV, 5kN,Lighting Impulse 75kV Positive and 80kV Negative, creepage distance 320mm	No	6
9	GI Channel/Angle/Flat of different sizes including clamps	Kg	600

10	Galvanised Nuts & Bolts	Kg	16
11	Earthing of substation - Excavation of earthing pit of dia 650mm & depth 3000mm, installation of Earthing pipe of 40mm nominal bore & 4mm wall thickness & length 2.5 mtr long as per IS 1239. GI strip for neutral earthing of size 25mm x 3mm for connection of transformer body, GO set & lightening arrester as per IS 2629/85, GI nuts & bolts, refilled with earth enhancement materials and earth chamber made of brick masonry with RCC slab cover.	No	6
12	Wedge Connectors / PG Clamps	Nos	12
13	Danger Plates with Clamps	No	2
14	GI Barbed Wire for Anti Climbing	Kg	30
15	3Phase 4 wire Trivector Meter with CT (Prodigy Meter)	No	2
16	Painting of Poles with Aluminium Paint	Ltr	4
17	Cement bottoming 1:2:4 mix as per REC standards .5cum/Pole	Nos	4
18	LT Distribution Box for 63 KVA DTR with MCCB for Incomer & SFUs for outgoing Circuits including 32/63 Amp TPN Switch disconnecter fuse unit and separate earthing of LT Box. LT box shall be properly sealed with gaskets and cable entry shall be through double compression glands.	No	2
19	Galvanised Stay Set with 50x8mm stay clamp, guy insulator(2Nos.), anchor plate (200x 200 x 6 mm), nut-bolts, 2Nos turn-buckles, 1.8m long, 16 mm diameter solid GS stay rod & 7/3.15 mm dia GI stranded wire complete	Set	4
"Note: Old dismantled material will be written back to the Divisional Store at no cost."			

**Sd/-
Executive Engineer,
JPDCLElectric Division
Reasi**

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL INSTRUCTIONS

- a) The interested Bidders 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 website <http://jktenders.gov.in>.
- b) To participate in bidding process, Bidders have to get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000, to participate in online bidding. 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.
- c) Bids will be opened online as per time schedule mentioned in table above.
- d) Before submission of online bids, Bidders must ensure that scanned copy of all the necessary documents have been attached with bid. **The Bidders shall upload good quality (at least 200dpi) scanned copies which are clearly legible failing which the bid is liable to be rejected at the discretion of the Employer keeping in view the interest of the JPDCL.**
- e) The JPDCL will not be responsible for delay in online submission due to any reasons.
- f) All the required information for bid must be filled and submitted online.
- g) Bidders are advised to use “My Documents” area in their user on <http://jktenders.gov.in> e-Tendering portal to store important documents which are used in all SBD’s like Registration Certificates, Tax Clearance Certificates, PAN Card, etc. and attach these certificates as Non-Statutory documents while submitting their bids.
- h) The guidelines regarding submission of bid online can be downloaded from website [“http://jktenders.gov.in”](http://jktenders.gov.in).

B. BID DOCUMENT

1. Cost of Bidding Document: -

- 1.1 The Bidders shall bear all costs associated with the preparation and submission of its e-Bid and Reasi Power Distribution Company Limited (JPDCL), hereinafter referred to as “the Employer”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- 1.2 This SBD is available on the web site <http://jktenders.gov.in> to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The Bidders shall have to pay the e-Bid document fee of **Rs 3000/-** through e-Challan/Treasury Receipt (credited to Head: 0801) payable in favour of Executive Engineer Electric Division-Reasi JPDCL. The original e-Challan/Treasury Receipt should be submitted in a separate envelope to the office of Executive Engineer Electric Division-Reasi JPDCL and should reach at least one day before opening of commercial and technical e-Bid. The scanned copy of the e-Challan/Treasury Receipt must be enclosed along with the e-Bids. This e-tender document fee will be Non-Refundable.

2. Amendment of e-Bid Document

- 2.1 At any time prior to the deadline for submission of e-Bid, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the e-Bid document by amendments/corrigendum. Such amendments shall be uploaded on the website <http://jktenders.gov.in> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e- Bid document shall be treated as amended accordingly.
- 2.2 It shall be the sole responsibility of the prospective Bidders to check the web site <http://jktenders.gov.in> from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Employer shall not be responsible for it.
- 2.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Employer, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://jktenders.gov.in>.

C. PREPARATION OF e-BID

3. Language of e-Bid

The e-Bid prepared by the Bidders, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidders and the Employer shall be written in English language. Only English numerals shall be used in the e-Bid.

4. Documents Constituting the e-Bid

4.1 The e-Bid prepared by the Bidders shall comprise the following components:

(a) Commercial and Technical e-bid :

- i) **Documents:** The Bidders has to submit all the documents and to fulfill all the requirements as defined in Section–III, IV & V in PDF format.
- ii) **Fee Details:** Includes scanned copies of Cost of e-tender document and e-Bid Earnest Money Deposit (EMD), to be furnished in PDF format.
- iii) **Schedules:** All relevant Schedules have to be furnished along with e-bid in PDF format.
- iv) **GTP/Technical Specifications-** The Bidder has to submit duly signed Guaranteed Technical Particulars/Specifications, document of the SBD in PDF format, as a token of acceptance of the same.
- v) **SBD-** The complete SBD document should be duly signed by the Bidders, giving his acceptance to the terms and conditions as specified in the SBD in PDF format.

(b) Financial e-bid –

- i) **Price Schedule/BOQ:** The Bidders has to submit BOQ sheet in the same xls sheet and to fulfill all the requirements as defined in Section–VI of financial e-bid. In no case, the Bidders shall submit the hard copy of Price Schedule/BOQ, the same have to be uploaded, only electronically.

5. e-Bid Price

5.1 In the BOQ, bidders shall quote the rates inclusive of all Taxes and Duties, Freight, Transit Insurance, etc. However, the breakup of all the taxes, duties & levies included in the price offer shall be indicated separately in prescribed format, as per relevant Schedule annexed, herewith.

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

6. e-Bid Currencies

The rate price must be quoted in Indian currency alone and any mistakes in converting foreign exchange component into Indian currency will not justify the claim whatsoever of the contractor for increase in prices. Foreign exchange component if any shall have to be arranged by the Bidders.

7. Earnest Money Deposit (EMD)

7.1. SBD (Standard Bidding Document) shall be accompanied with earnest money to the tune of **Rs. 7,91,920/-** in form of CDR/FDR/Bank Guarantee from any Nationalized/Scheduled Bank only pledged to the Executive Engineer Electric Division JPDCL Reasi , payable at Reasi. The Bank Details are as under:

Name of the Bank: Reasi and Kashmir Bank.

Branch: Main Bazaar Reasi.

Account No.: 0029 0102 0000 2075

IFSC: JAKA0REASSI

- 7.2 e-Bids of Tenderers/Bidders, including those registered with DGS&D/NSIC should be accompanied with Earnest Money Deposit Instrument, as mentioned above and shall be valid for one year from the date of scheduled opening of the e-Tender.
- 7.4 No Bidder, unless or otherwise specified in the terms and conditions, shall be exempted from depositing Earnest Money. Tenders not accompanied with the requisite amount of earnest money shall be rejected.
- 7.5 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 Intent.
- 7.6 No claim shall be laid against the JPDCL either in respect of interest or depreciation in value for the amount of earnest money. In case of bank deposits, the JPDCL shall not be responsible for any loss on account of failure of the bank.
- 7.7 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. Such security deposit shall be furnished by the Bidders within ten (10) days from the date of issue of award/contract but not later than the expiry of Earnest Money Deposit period. 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 Chief Engineer, (Distribution), JPDCL, Reasi, J&K.

8. Format and signing of e-Bid

- 8.1 The Bidders shall prepare one electronic copy each of the Commercial e-Bid & Technical e-Bid and Financial e-Bid separately.
- 8.2 The e-Bid document shall be digitally signed, at the time of uploading, by the Bidders or a person or persons duly authorized to bind the Bidders to the Contract. The authorization shall be indicated by a scanned copy of written Power-of-Authority accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the same person authorized to sign the e-Bid. Same person shall also sign the hard copy of the bid document. Any deviation in this regard shall render the bid liable for rejection.

9. Submission of e-Bid

- 9.1 The Bid Submission module of website <http://jktenders.gov.in> the Bidders to submit the e-Bid online in response to this e-tender published by the Employer. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process, well in advance, so that they can submit their e-Bid in time. The Bidders should submit their e-Bid considering the server time displayed in the website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only

be held responsible. The Bidders have to follow the following instructions for submission of their e-Bid.

- 9.2 To participate in bidding process, Bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000.
- 9.3 After login to their account, the bidders have to fill up the e-bid document fee detail and the EMD details. Next the Bidders should upload the documents as prescribed in this Tender. The components of e-tender fee and EMD should be same as filled by the Bidders previously and any deviation from those result in right rejection of the tender. During the above process, the e-Bid documents are digitally signed using the DSC of the Bidders.
- 9.4 Employer reserves the right to cancel any or all e-Bids without assigning any reason.
- 9.5 The SBD (Standard Bidding document) must be complete in all respects. All the terms and conditions of SBD including technical specifications should be carefully studied for the sake of submitting complete and comprehensive SBD. Failure to comply with any of the SBD conditions may lead to rejection even if otherwise it is competitive offer.

10. Deadline for Submission of e-Bid

- 10.1 e-Bid (Commercial, Technical and financial) must be submitted by the Bidders at website <http://jktenders.gov.in> not later than the time as prescribed in the table above (as per the server time displayed on the website).
- 10.2 The Employer may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11. Late e-Bid

- 11.1 The server time indicated in the window on the website <http://jktenders.gov.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the Bidders cannot submit his/her e-Bid. Bidders have to start the Bid Submission well in advance so that the submission process passes off smoothly. The Bidders will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- 11.2 The prospective bidders may visit the site(s) at Reasi, J&K for getting a first-hand Assessment/Information and full understanding of the site conditions, as per scope of the work. This shall enable the bidders to submit their quotes/bids in a more practical manner. But all this has to be done/planned well within the cutoff date for e-bid submission.

(D) e-BID OPENING AND EVALUATION OF e-BID

12 Opening of Commercial & Technical e-Bid by the Employer

- 12.1 The Employer will open all Commercial & Technical e-Bids online in presence of Bidders who choose to remain present online at time specified in the table above, however the hard copies will be opened at the Office of The Executive Engineer Electric Division-Reasi JPDCL. In the event of the specified date of e-Bid opening being declared a holiday for the Employer, the e-Bids shall be opened at the appointed time and place on the next working day.

12.2 The Bidder's names and any other details as the Employer at its discretion may consider appropriate, will be uploaded on the jktenders.gov.in portal, as Bid-Opening Summary. The name of such Bidders not meeting the Commercial and Technical Specifications and Qualification Requirements shall be notified subsequently.

13. Opening of Financial e-Bid

13.1 After evaluation of Commercial and Technical e-Bid, the Employer shall notify electronically to those Bidders whose Commercial & Technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Employer will simultaneously electronically notify the Bidders, whose technical e-Bids were considered acceptable to the Employer. The notification will be auto-generated by the jktenders.gov.in portal and the Bidders will receive the communication on their email id's/mobile no's registered with jktenders.gov.in portal.

13.2 The financial e-Bids of technically qualified Bidders shall be opened online in presence of Bidders who choose to remain present online at the time specified for opening of financial bids which will be communicated to the Commercial & Technically Qualified Bidders subsequently after completion of technical bids evaluation through auto-notification generated by jktenders.gov.in portal on their registered emails. The name of Bidders and any other details as the Employer at its discretion may consider appropriate, will be uploaded as Financial Bid Opening summary.

14. Clarification of e-Bid

14.1 During evaluation of the e-Bids, the Employer may, at its discretion, ask the bidders for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing/email. The Bidders shall explicitly specify the phone no. and email of the person which shall be contacted in case of any clarification regarding the e-Bid.

15. Evaluation of Commercial & Technical e-Bid and Evaluation Criteria

15.1 The Employer will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The Bidders shall submit the scanned copies of documents as prescribed in Section III, IV and V in good quality (200dpi or better), which shall be clearly legible.

15.2 Bidders must quote for all the particulars of the item in the Technical Bid and in the price schedule/BOQ of financial bid. The bids of Bidders who will not quote for all the particulars for the item in technical and financial bids shall be rejected. The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Employer shall be rejected and may not subsequently be made responsive by the Bidders by correction of the non-conformity. The e-Bids of the Bidders mentioning any of their conditions, which are not mentioned in the SBD and are not in conformity with the Conditions of the Contract/Technical Specifications,

shall be liable to be rejected at the discretion of the Employer, keeping in view the interest of the JPDCL.

15.3 It shall be the discretion of the Employer to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

15.4 The Bidders are advised not to mix financial bid documents with the PDF documents submitted for commercial and technical bid. The e-Bids of the Bidders having financial bid document in the technical bid will out rightly be rejected.

16. Financial Evaluation and Comparison of e-Bid

16.1 The Employer will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those Bidders whose commercial and technical e-Bids are found responsive as per the conditions of the e-tender.

16.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the contractor does not accept the correction of errors, if any, its e-Bid shall be rejected and its e-Bid Earnest Money Deposit may be forfeited.

16.3 No weightage/preference shall be given to the bidders quoting any higher technical specifications against the technical specifications of the items asked in the e-bid.

16.4 **The Employer's evaluation of a financial bid shall be based on total lowest rate quoted by the bidder, including all the taxes, duties and levies, etc.**

Rate quoted by L1 bidder shall be evaluated by reasonability committee and if found that rates quoted are not feasible and reasonable, the e-Nit will be cancelled.

16.5 The Financial comparative shall be prepared after downloading of all the individual Price bids/BOQ. In case of discrepancy due to technical reasons between electronically generated financial comparative from jktenders.gov.in portal and the manually prepared financial comparative, the manually prepared financial comparative from the individually downloaded BOQ's of Technically qualified Bidder's, shall prevail.

17. Contacting the Employer

17.1 No Bidders shall contact the Employer on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded and deviation in this regard shall be dealt strictly warranted under rules. If the Bidders wish to bring additional information to the notice of the Employer, he/she can do so in writing.

17.2 Any effort by a Bidder to influence the Employer in its decisions on e-Bid evaluation, e-Bid comparison, or Contract award may result in rejection of the Bidder's e-Bids.

E: AWARD OF CONTRACT: -

18. The Executive Engineer Electric Division-Reasi JPDCL shall not be bound to accept the lowest quoted price tender or any tender and reserves to itself the right of accepting the whole or a portion of any of the tender as it may deem fit, without assigning any reason thereof.

19. The Executive Engineer Electric Division-Reasi JPDCL reserves the right to itself for placing the contract, in full.

20. 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.

21 The Executive Engineer Electric Division-Reasi JPDCL reserves the right to reject all or any of the tenders without assigning any reason.

- 22 In the case of there being a number of bidders quoting same rates, thereby, forming a cartel to jack up the prices, the e-Bid Offers/SBD's of such bidders, shall be summarily rejected.
23. In order to avoid delay caused by postal correspondence after submission of e-Bid/SBD and to expedite the process of technical/commercial clarifications, the JPDCL may require the bidders to depute his/their authorized representative along with necessary documents to the **Office of the Executive Engineer Electric Division-Reasi JPDCL** 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.
24. **Since it is voluminous work and has to be completed by 31st of August 2026 both physically and financially, if necessary and suitable then this office has reserve the right to get the execution of work done by L2 and L3 qualified bidders on the rates quoted by L1 bidder for 30% and 20% of the total works respectively.**

SECTION III:
PRE-QUALIFICATION REQUIREMENTS (PQR)
FOR
BIDDERS/TENDERERS

- 1. Mandatory Pre-Qualification Requirements(PQR), which will enable participation of a Bidder in the competition shall include the following:**
- 1.1** Payment of the Cost of e-Bid Document as mentioned in Table on Page-5 of this document or in clause 1.2 of B of section II (ITB) of this SBD.
- 1.2** Submission of Earnest Money Deposit instrument as mentioned in Table on Page-5 of this document or in clause 7.1 of C of section II (ITB) of this SBD.
- 1.3** Copy of Valid A-Class Electrical Contractor License or equivalent license issued by Chief Electrical Inspector of J&K/Relevant issuing authority.
- 1.3a** 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 & Joint Venture agreement
 - i. For JV of two partners, 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.
 - ii. For JV of three partners 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.
- 1.4** 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 ending 31st-March-2026. Documents certified by Chartered Accountant regarding the same, should be submitted.
- 1.5** The bidder must have successfully completed similar / electrical works during the last seven (05) years ending 31stMarch,2026 in any of the following manner:

Points to be noted:

 - i. **Three similar Electric completed work costing not less than the amount equal to 40% of estimated cost (Means three Single works having amount equal to 40% of the estimated cost separately and no aggregate). OR Each work has awarded amount of Rs 158.384 Lacs.**
 - ii. **Two similar Electric completed work costing not less than the amount equal to 50% of estimated cost (Means two Single works having amount equal to 50% of the estimated cost separately and no aggregate). OR Each work has awarded amount of Rs 197.98 Lacs.**
 - iii. **One similar Electric completed work costing not less than the amount equal to 80% of the estimated cost. Single work has awarded amount of Rs 316.77 Lacs.**
- 1.6** Similar/Electrical works are defined as under: Technical Experience for the said ENIT
 - i. Erection of HT line on ST/PCC poles with ACSR Conductor/AB Cable/XLPE
 - OR**
 - ii. Erection of LT line on ST/PCC poles with ACSR Conductor/AB Cable/XLPE
 - OR**
 - iii. Supply, Erection, Commissioning and Testing of substation from 25KVA and above Capacities.
 - OR**
 - iv. Supply, Erection, Commissioning and testing of 25 KV, 33KV, 66KV, 132KV and above EHV Line and Substation works.
- 1.7** Work Completion/Satisfactory Performance Certificates of similar/electrical works, defined above, issued by the officer-in-charge not below the rank of Executive Engineer should be submitted along with the bid. Also if necessary copy of LOA of work shall be submitted as proof.
- 1.** 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.
- 2.** No sub-contractor work completion certificates will be considered and hence rejected.
- 2.** Notwithstanding anything stated above, the department 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 department. The department may depute its representative to the worksite of the Bidders for on spot assessment.

3. **Available Bid Capacity**

The bidder should possess the bidding capacity as calculated by the specified formula. The formula generally used is: 74 Manual for Procurement of Works, Second Edition, 2025 Available bid capacity = $A \times M \times N - B$, where A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), considering the completed as well as works in progress. M = Multiplier Factor (usually 1.5) N = Number of years prescribed for completion of the work in question. B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.

Note:

- a) **Failing in fulfillment of any of the above clauses will result in outright rejection of the Bidder 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.**

SECTION IV: **COMMERCIAL e-BID**

Commercial Documents: Commercial e-Bid for this NIT shall contain the following documents digital signed by the Bidders in addition to the documents mentioned in Section-III (Qualification of Tenders) in the scanned form and PDF format only:

- a. Annual Turnover Certificate Certified by Chartered Accountant.
- b. Valid A-Class Electrical Contractor License valid up-to-date.
- c. PAN Card.
- d. Tax clearance (GSTR) certificate of the last quarter or ending 03/2026 or latest.
- e. Income Tax clearance (ITR) for FY 2025-26.
- f. Information regarding any current litigation in which the Bidder is involved, the parties' concerned and disputed amount.
- g. Technical Deviation Certificate /Commercial Deviation Certificate as per relevant Schedule annexed herewith.
- h. Existing works in hand and completed works for the last 01 Year.
- i. Work Completion /Performance certificates for last five years.
- j. Affidavit as per relevant Schedule annexed, herewith.
- k. Partnership deed **(if any)**.
- l. Certificate of incorporation **in case of Company** along with copies of Articles of Association (AOA) and Memorandum of Association (MOA).

The e-Bids of the Bidders not submitting certified copies of documents in scanned form mentioned above shall be liable to be rejected at the discretion of the Employer keeping in view the interest of the JPDCL.

SECTION V:
TECHNICAL e-BID

- 1. Technical Documents:** Technical e-Bid for this NIT shall contain the following documents digitally signed by the Bidders in addition to the documents mentioned in Section-III (PQR) in the scanned form and PDF format only:
- a) Duly Signed Technical Specification Document.
 - b) Duly furnished and signed Guaranteed Technical Particulars of Technical Specification Document.
 - c) Any deviation in technical particulars should be clearly mentioned in the relevant Schedule.
 - d) Relevant drawings, catalogues, etc.
 - e) BIS or Technical Licenses, if any applicable.

The e-Bids of the Bidders not submitting certified copies of documents in scanned form mentioned above shall be liable to be rejected at the discretion of the Employer keeping in view the interest of the JPDCL.

SECTION VI:
FINANCIAL e-BID

1. **Financial e-bid:** Price Schedule/BOQ (Bill of Quantities) should be uploaded electronically in the same template of BOQ sheet uploaded against this NIT.

In no case, the hard copy of the Price Schedule/BOQ shall be submitted. The same shall be uploaded electronically, only.

2. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case, attempts to create similar BOQ manually should not be done; otherwise, the bid will be rejected automatically. The Bidders shall, in no case, protect the workbook as the same will not be reflected in the electronically generated comparative because of workbook password protection.
3. In the BOQ, Bidders shall quote the rate inclusive of all Taxes and Duties, Freight, Transit Insurance, etc.
4. The Bidders shall necessarily fill in the Rate of Taxes Schedule as per the relevant schedule annexed, herewith, in the Techno-Commercial bid.
5. **If any of the bidder has quoted zero price or reasonably low price than the prevailing Cost Data/LMR then Executive Engineer Reasi has reserve the right to reject the bid as whole without further notice.**

SECTION VII:
GENERAL CONDITIONS OF CONTRACT (GCC)

1. **WORKMANSHIP: -**

- 1.1 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.
- 1.2 If the Contractor shall neglect to execute the works with diligence or shall refuse or neglect 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. 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.

2 **SECURITY DEPOSIT: -**

- 2.1 *The Contractor shall be required to furnish security deposit within ten (10) days from the date of issue of award/contract equivalent to 5% or as per latest amendment if any of the value of LOA value in the form of CDR/FDR/Bank Guarantee from a Nationalized/Scheduled Bank only valid for one year from the date of placement of order/contract pledged to Executive Engineer Electric Division-Reasi JPDCL for successful execution of the contract.*
- 2.2 Security Deposit shall be released after obtaining satisfactory completion report with regard to supply, installation, testing and commissioning of complete job from the concerned electric division.
- 2.3 No claim shall be laid against the JPDCL, either in respect of interest or depreciation in value for the amount of security deposit. In case of bank deposits, the JPDCL shall not be responsible for any loss on account of failure of the bank.

3 **PERFORMANCE SECURITY: -**

- 3.1 The contractor shall be responsible to replace free of cost including transportation and insurance expenses, to the employer up to destination, if supplies as a whole or part of supplies which under normal and proper use and maintenance prove defective in design, material or workmanship or goes out of order or gets damaged or is rendered inoperative within 12 (twelve) months from the date of official commissioning, provided the employer gives prompt notice of such defects to the contractor. Such replacement shall be effected by the contractor within time period of two weeks from the date of issuance of notice. The contractor's responsibility arising out of its use whether on warranty or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective supplies and upon expiry of period mentioned above all such liabilities shall terminate. *The Contractor shall have to furnish performance security equal to 5% or as per latest amendment of LOA value in the form CDR/FDR/Bank Guarantee from a Nationalized/Scheduled Bank only, valid up to 13 (Thirteen) months from the date of official commissioning in favour of Executive Engineer Electric Division-Reasi JPDCL.*
- 3.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the estimated tender value/estimated cost of the works to be performed under the Contract (i.e., 10% below than

tentative/advertised cost), the Employer/Contract awarding authority may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, Employer may require that the amount of the Performance Security set forth in clause 3.1 above, be increased at the expense of the successful bidder to a level sufficient enough to protect the Employer against financial loss, in the event of default of the successful bidder under the Contract. The quantum of increase shall be decided by the Employer as under.

3.3

Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/ security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee/ security percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

- 3.3 The above provision shall also apply to the material replaced / repaired by the firm under this clause in case the same is found to be defective within 12 (twelve) months of its replacement / repairs.
- 3.4 Performance security and Additional Performance security shall be released after the successful performance of the complete Job during the prescribed guarantee period. In case no adverse report is received from the concerned Electric Sub-Division within 12 (twelve) months from the date of official commissioning of job, the performance shall be deemed satisfactory.

4 **TERMS OF PAYMENT: -**

- 4.1 **90%** Payment shall be released after official commissioning of works, production of satisfactory Performance Certificate, Issuance of Fitness certificates by designated testing/Inspection Agency of PDD & verification of bills by the concerned Assistant Executive Engineer and balance **10%** shall be released after defect liability period of **12 Months** after completion of work and can be released if bidder submits a security deposit in the shape of BG/FDR/CDR equivalent to the amount of 110% of the money to be released.

5 **PRICE VARIATION: -**

- 5.1 The prices quoted by the bidder shall be **Firm 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 Executive Engineer Electric Division-Reasi JPDCL.
- 5.2 No price variation will be allowed. The quoted rates shall be valid for **365 days** from the actual date of opening of the price-bid.
- 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.

6 **VALIDITY: -**

- 6.1 The bids should be unconditionally valid for **150 days** from the actual date of opening of Price bid. Any Bidders revising the offer within the validity period without prejudice to other remedies available with the JPDCL, is likely to be blacklisted. However, the JPDCL retains the right of asking for extension of the validity period, if necessary.

7 **LIQUIDATED DAMAGES/PENALTY AND TERMINATION OF CONTRACT: -**

- 7.1 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 JPDCL 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.
- 7.2 Terminate the contract after 20 days clear notice to the contractor.
- 7.3 Impose penalty **@1%** per week of delay subject to the maximum of **10%** of the value of the contract, to be decided by the Executive Engineer Electric Division-Reasi JPDCL.

8 **INSURANCE: -**

- 8.1 It is the responsibility of the contractor to deliver the material in good condition 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 JPDCL. 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.
- 8.2 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 from the date of intimation without waiting for settlement of claim from underwriters etc.
- 8.3 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 to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

9 **INTIMATION TO EXECUTIVE ENGINEER, JPDCL ELECTRIC DIVISION-II GANDHI NAGAR, REASI:**

- 9.1 The contractor will have to intimate the Employer about the probable date of dispatch of the material followed by emailed/faxed advance intimation regarding the actual dispatch to the destination site.

10 **TAXES & DUTIES: -**

- 10.1 The rate quoted shall be inclusive of all Taxes, Duties & Levies including WCT/GST at prevalent rates. As this is work contract, work contract tax as per the statutory rate prescribed by the Govt. of J&K shall be applicable and shall be deducted at source, as per the prevailing Govt. rules by payment making authority from each bill. The Income Tax, surcharge on Income Tax and other corporate taxes shall be deducted at source, as per the prevailing Govt. rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority. All Custom Duties, GST and any other levies payable by the bidder, sub-assemblies and raw-materials should be included in the bid price and no claim on this behalf will be entertained by the Employer at any later stage.
- 10.2 Any statutory variations in existing rates of Taxes and Duties post opening of techno-commercial bid shall be to the account of the Employer.
- 10.3 The bidder shall provide a breakup of Taxes considered in the price bid, separately in the relevant Schedule annexed, herewith.

11 CHANGES: -

- 11.1 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 JPDCL and the Contractor.

12 SPECIAL INSTRUCTIONS: -

- 12.1 SBDs not submitted on the lines indicated above are liable to be rejected without correspondence.
- 12.2 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.

13 WORK EXECUTION AREA: -

- 13.1 The complete job has to be executed under the jurisdiction of JPDCL, Reasi and shall be completely done under the direct supervision of concerned Assistant Executive Engineer.

14 COMPLETION PERIOD: -

- 14.1 The time of completion of the job shall be **90 days** from the award of contract. The completion period of the job is the essence of the contract and therefore, the agencies will keep the time scale in mind while offering for the job.

15 CANCELLATION / TERMINATION FOR DEFAULT: -

- 15.1 The Executive Engineer Electric Division-Reasi JPDCL reserves the right to cancel the purchase order / contract in case of default on the part of the contractor.
1. If the contractor fails to execute the contract in full or part thereof as per prescribed schedule or does not deliver/complete the job specified in the contract within the time period specified in the contract on order.
 2. If the contractor fails to perform any other obligation(s) under the contract.

16 ADDITION OR REDUCTION OF BOQ QUANTITIES/QUANTUM OF WORK: -

- 16.1 The quantities of various items/quantum of work in BOQ may be increased or decreased at the time of placement of Contract/Work order. After placement of Contract/Work order the quantity/quantum of work may be increased or decreased by **20%** of contract value during the execution of the contract.

17 CIVIL SUIT / LEGAL REMEDY: -

17.1 All legal proceedings in connection with the order/tender will be subject to the jurisdiction of local courts of UT of Reasi and Kashmir located at Reasi, alone.

18. ARBITRATION: -

18.1 If at any time doubt, question, dispute or difference whatsoever shall arise between the contractor and the department, 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 if not resolved, the same shall be referred the arbitrator to be nominated by Managing Director, JPDCL, Reasi, under J&K Arbitration Act. The decision of the arbitrator shall be final, conclusive, and binding upon the concerned parties.

18.2 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 duly conveyed to the contractor.

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

19 VARIATION: -

The Bidders offer should clearly specify the limits of variations that are likely to occur in various parameters of the equipment/material at the stage of quotation vis-à-vis the various parameters stipulated in this SBD. In other words, **the indication of variations at tendering stage be clearly brought out.** Any variation beyond the tolerance permitted by relevant Indian/International Standards shall not be accepted. Where such parameters are not covered by any available national or international standard, the variations shall be restricted to that mutually agreed upon between the Employer and the Contractor. The variations, if any, should be indicated in the relevant schedule annexed to this SBD.

20 SUPPLEMENTARY CONDITIONS OF TENDER: -

20.1 SCOPE: -The conditions, hereinafter, deal with system, details and supplementary conditions of the contract in addition to those stipulated in foregoing clauses which along with schedules and annexure, hereto, shall be deemed to form part of the detailed specifications for the equipments in the contract. The Bidders are advised to study and familiarize themselves with the terms and conditions of the Tender/SBD.

20.2 LOCATION: - The equipment is to be used in Reasi District/Province in the UT of Reasi and Kashmir.

20.3 CONTRACTUAL AGREEMENT: -On behalf of the Lieutenant Governor of the UT of J&K, the Executive Engineer Electric Division-Reasi JPDCL shall execute the contractual agreement with the successful contractor, to whom the Letter of Award is issued. It will be obligatory on part of the successful bidder to execute a legal contract /agreement with JPDCL on non-judicial stamp paper valuing **Rs.100/- within ten (10)** days of issue of Contract/Work order. Sufficient number of extra copies of the contract/agreement and specifications shall be supplied, the cost of which shall be deemed to have been included in the tendered prices.

20.4 CONFIRMATION OF COMPLETENESS OF TENDER: -The e-Bids/SBD's shall be complete in all respects and shall include all minor accessories not specifically mentioned in the specifications and in the schedules but which are essential/included for the completeness of work. The Bidders shall not be eligible for any extra cost in respect of such minor accessories which are not specifically included in the Bidder's contract schedules.

20.5 EXTRAS: -The Bidders shall when asked for in writing by the JPDCL to perform extra work and furnish extra material not covered in the specifications or included in the schedule, but

which may form inseparable part of the contract. For such material supplied or items for which rates are not available in the contract schedules payment shall be made at the rates, as mutually agreed upon in writing between the Employer and the Bidders, after threadbare deliberations in the competent forum. This shall however not apply to the minor accessories specified in clause 20.4 above.

20.6 STANDARDS: -Unless otherwise specified, all material and equipment shall comply in all respects with the requirements of Indian Standard Specifications (ISS) or International Electro Technical Commission (IEC) and as per the detailed Guaranteed Technical Particulars(GTP) enclosed with the SBD. In case of any conflict in the specifications the following priority shall prevail: 1) GTP of this SBD 2) Relevant ISS 3) Relevant IEC 4) Relevant and equivalent International Standard, if any. The tenderers must clearly indicate the name of the manufacturer, the type and model of each principal item of equipment proposed to be furnished and installed. The bid should also contain drawings and descriptive materials, if applicable, indicating general dimensions, material from which the parts are manufactured, principles of operation, major construction equipment proposed to be deployed, method of initial and the proposed organizational structure. The above information shall be provided by the contractor in the form of separate sheets, drawings, catalogues, etc. in five (5) copies. Standard catalogue pages and other documents may be used in the bid to provide necessary information and data. If during the progress of the works the authority observes that the Contractor has supplied any unsound or imperfect part or has furnished any part inferior than the quality specified, it shall inform the Contractor. The Contractor on receiving details of such defects or deficiencies shall immediately proceed to alter, re-construct or remove such part and furnish fresh equipment conforming to the standards of the specifications within the scheduled date of completion as per agreement.

21 MAKERS STANDARDS AND DEPARTURE FROM SPECIFICATION: -

21.1 The general principal on which these specifications are drawn is to permit adoption of modern manufacturing standards and the Bidders is required to tender as far as possible for their own standard equipment provided the same complies in all respects with condition of these specifications.

21.2 Should the Bidders wish to depart from the provision of these specification either on account of manufacturing practices or for any other reasons, he shall specifically draw attention to the proposed points of departure in the schedule of deviation and submit to the JPDCL full information in respect of his proposals to be fully appreciated. **Except for the deviations, which are specifically brought out in schedule, it should be taken that the tender fully conforms to the requirements of the specifications.**

22 MATERIAL & TOOLS/PLANTS: -

22.1 All materials deployed in the contract shall be of the best class and quality available in the market and be capable of satisfactory operation when exposed to the tropical and other specified atmospheric conditions. All works shall be performed and completed in thorough good workmanship like manner and shall follow the best modern practice in the manufacturing of equipment notwithstanding any omission in these specifications.

22.2 The tools and plants, special tools and tackle required for the successful installation & commissioning of job and associated accessories shall be the responsibility and liability of the contractor.

23 FAILURE TO MEET THE GUARANTEED REQUIREMENTS OF THE SPECIFICATIONS: -

Should the Tests during Stage Inspection or Factory Acceptance Tests during final inspection before dispatch, show that the material/equipment connected with the contract does not comply with the Guaranteed Technical Particular and or the requirements of the specifications, the Executive Engineer Electric Division-Reasi JPDCL shall reject the equipment and order the contractor to proceed at once to furnish such new parts as may be necessary so as to make it to meet with above said requirements and offer the material/equipment for re-inspection.

24 DESIGN, ENGINEERING & DRAWINGS AND PHOTOGRAPHS OF THE WORK: -

24.1 The Bidders shall submit along with his SBD all the basic drawings, if any, as called for in the technical specifications. However, the letter of award the Contractor 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 contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawing and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Employer or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

24.2 GEOTAGGED PHOTOGRAPHY: The contractor shall do Geotagged Photography or uploading of Photographs on PROOF App (or as directed) of the sites firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

24.3 VENDOR APPROVAL: The successful bidder has to seek approval for the Vendors of the various equipments and material from the Executive Engineer ED-II JPDCL, Reasi 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 & Technical credibility and competence, as per Checklist-II, attached with this SBD. **The Vendor Approval for Power Transformers shall be granted by the Chief Engineer (Distribution), JPDCL, Jammu, only. Copies of all the relevant Type Test Reports from CPRI/ERDA/Govt. Labs or any reputed NABL accredited laboratory, Not Older than Five Years on the date of submission of such application, should be submitted for vendor approval.** In case the requisite Type Tests, less than five years old, are not available for the tendered item and rating, the OEM can submit an undertaking to conduct fresh Type Tests from CPRI/ERDA/Govt. Labs or any reputed NABL accredited laboratory, before final inspections and without any additional cost to JPDCL. Only the OEMs with credible performance records, eligibility and valid relevant Type Tests shall be approved as vendors.

24.4 DRAWING APPROVAL: 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. 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 Employer's office. The Purchaser shall not disapprove any document, except on the ground 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 Purchaser/Employer an amended document and obtained a clear-cut Purchaser's/Employer's Approval thereof, pursuant to the provisions of this GCC Sub-Clause.

All GTP & Drawing approvals, except for Power Transformers, shall be granted by the Tender Inviting/Floating authority. The GTP & Drawing approval for Power Transformers shall be granted by the Chief Engineer (Distribution), JPDCL, Jammu.

25. INTELLECTUAL PROPERTY RIGHTS OF DRAWINGS AND TECHNICAL DETAILS:

The copyright of all drawings, documents and other materials containing data and information furnished to the Purchaser/Employer by the Supplier/Contractor, herein, shall remain vested in the Supplier/Contractor. The Purchaser/Employer shall however be free to reproduce all drawings, documents and other material furnished to the Purchaser/Employer for the purpose of the Contract including, if required, for operation and maintenance of the equipment. All the design parameters/engineering data shared between supplier/contractor and the purchaser/employer shall be totally confidential and both parties shall maintain the secrecy for the successful performance of the contract.

26. INSPECTION AND TESTING:

- 26.1 The Bidders shall state in his bid the place of contractor's/manufacturers works, testing and inspection of various items of equipment included in these specifications.
- 26.2 All materials shall comply with the requirements of tests specified in the governing standards and additional such other tests as are stipulated in the contract.
- 26.3 Duplicate copies of manufacturer's tests certificates shall be submitted to the Executive Engineer ED-II JPDCL Reasi as soon as the tests are complete.
- 26.4 **In addition to the aforesaid tests and those included in the contract, the JPDCL reserves the right of having an inspection or tests of reasonable nature carried out on raw materials to ascertain if the same comply with the conditions of the specifications/contract.**
- 26.5 All materials and equipment covered under these specifications shall be offered for inspections to the JPDCL or his authorized agency/office before supply/execution:
 - a) Timely notice for inspection shall be given by the contractor so that inspection can be carried out in accordance with stipulated schedule. No portion of the work shall be considered complete and in accordance with the terms of the contract unless the JPDCL and its authorized representative/agency have certified in writing that the same has been Inspected and duly approved.
 - d) The equipment/material shall be tested according to the detailed specifications provided in this SBD. ***Before dispatch the material/equipment shall be inspected by JPDCL nominee or a third-party inspecting agency like CPRI/NTH/PDIL/ERDA/RITES/EIL/QACAPL or both, which shall be decided and nominated by the Executive Engineer, JPDCL, JPDCL Reasi for all equipment and materials, except for Power Transformers, which shall be done by the Chief Engineer (Distribution), JPDCL, Jammu.*** The expenditure on account of travelling, boarding, and lodging of the inspector shall be borne by the contractor. **Sufficient advance notice should be given for conducting the inspection.**
- 26.6 The contractor shall provide the JPDCL and / or authorized agents of the JPDCL, full and free access at any reasonable time during the execution of the contract to make arrangements for inspection of items. The contractor shall provide without any extra charges all materials, tools, labour and assistance of any kind which the authorized agents of the JPDCL may demand for carrying out inspection and testing.

27. TRANSPORTATION & PACKAGING OF INSPECTED EQUIPMENT AND MATERIAL:

After successful Testing & Inspection at the OEM Works and furnishing of the detailed Inspection Reports, the dispatch instructions shall be issued by Executive Engineer, JPDCL Reasi. Thereafter, the contractor shall transport all the Goods in an expeditious and orderly manner to the site at its own risk and expense, by the mode of transport that the contractor judges most suitable under all the circumstances. The Packaging should be adequate enough to ensure the safe transit of the goods to site. The dispatch instructions of power transformers shall be issued by the Chief Engineer (Distribution), JPDCL, Reasi, only.

28. NOTICE TO CONTRACTOR: -

Any notice to be given to the contractor may be sent by mail or fax to his address given in the SBD or delivered by hand post to his duly authorized local representative. Such delivery /posting shall be deemed as good as service for such notice.

29. FINANCIAL RESOURCES AND EXPERIENCE: -

29.1 The Bidders is requested to submit a statement of facts in detail as to their previous experience in performing a similar or comparable work and business and technical organization, financial resources and manufacturing facilities available and to be used to performing the contract.

29.2 The Bidders is requested to furnish the information especially on the following points:

- (a) Standing of the firm as designer and manufacturer of equipment covered by the laid down specifications.
- (b) Particulars of equipment/materials etc. produced so far at his works.
- (c) List of important works where such materials have been supplied and or erected in India or abroad.
- (d) Bankers report.

30. PATENT RIGHTS: -

The contractor shall at his cost defend any claim which infringes any patent of the country of origin or India. The contractor shall pay all damages and costs if any awarded against the JPDCL in such suit of proceedings for patent infringement. In case the equipment in such suit of proceedings is held to constitute infringement and the use of equipment or part is prohibited, the contractor shall at his own expenses either procure for the JPDCL, the right to continue using equipment or replacement of same with non-infringing one, or remove the equipment and refund the JPDCL the price plus the incidental charges and installations cost thereof.

31. RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME: -

32.1 Whenever any information or clarification in respect of design or construction of material have to be obtained from the JPDCL and various other connected authorities or contractors etc., the contractor shall be responsible for taking action well in time so that there are no delays on this account. The contractor shall also take prompt action in all other matter such as indenting necessary railway wagons etc. The completion period offered in the tender shall be deemed to include the time taken for such incidental jobs. The request for extension of delivery or completion date on such grounds shall not be entertained.

32. WARRANTY PERIOD: -

All the deliverables, given to Executive Engineer JPDCL Reasi within the scope of this work shall have a comprehensive, onsite warrantee for a period of one **(01) year**. The warrantee period shall commence from the date of certification of successful installation and commissioning of the allotted Job by the Asstt. Executive Engineer, concerned. The warranty

of the equipment includes replacement of the defective/damaged material at site without any financial implications to the JPDCL, in general.

33. Force Majeure:

- 33.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- 33.2 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.
- 33.3 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.
- 33.4 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. The Delivery Schedule shall be extended at the discretion of the Executive Engineer ED-II JPDCL, Reasi.

34.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LABOUR LAWS, SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

- 34.1 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.
- 34.2 All safety rules and codes applied by the JPDCL/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.

- 34.3 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized JPDCL officials.
- (a) Safety Helmets conforming to IS-2925
 - (b) Safety Belts conforming to IS-3521
 - (c) Safety shoes conforming to IS-1989
 - (d) Eye, Ear & Face Protection devices conforming to IS-8520 and IS-8940, IS-5983
 - (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807&IS-8519.
 - (e) Rubber gloves for electrical purposes conforming to IS-4770
 - (f) Industrial safety gloves (leather & cotton gloves) conforming to IS-6994
 - (g) Industrial and safety rubber knee boots conforming to IS- 5557
- 34.4 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 JPDCL Officers/Officials who shall have the right to ban the use of any item.
- 34.5 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.
- 34.6 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.
- 34.7 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 JPDCL official at the site shall also be taken by the contractor in all such matters.
- 34.7 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.
- 34.8 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. However, if considered necessary, JPDCL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by JPDCL giving opportunity to the contractor to present his case.

- 34.9 In case of any damage to property due to lapses by the contractor, JPDCL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 34.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, JPDCL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him Opportunity to present his case.
- 34.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of JPDCL 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 JPDCL official, JPDCL 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 JPDCL.
- 34.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized JPDCL official immediately after such occurrence, but in any case, not later than 12 hours of the occurrence.
- 34.13 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.
- 34.14 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.
- 34.15 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.
- 34.16 Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart in the office of the Executive Engineer Ed-II Reasi.**
- 34.17 If safety record of the contractor in execution of the awarded job is not to the satisfaction Of JPDCL Officers/Officials, notices shall be issued for effecting curative measures.
- 34.18 Necessary precautions and arrangements including sprinkling of water during work as acceptable to JPDCL 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.

SECTION VIII:
SCHEDULES

SCHEDULE 'A'

TENDER FORM

From:
.....
.....
.....

To,
The Executive Engineer,
ED-II, JPDCL, Reasi,
J&K.

Sub: - Our Offer No... ..

Dated:-.....

Ref: - Executive Engineer JPDCL ED-II Reasi

NIT No:-.....Dated:-.....

Dear Sir,

This has reference to above mentioned e-NIT and our subject offer against the same.

1. I/We do hereby affirm that I/We have read and have, fully understood all terms, conditions, technical specifications of bidding document 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.....) drawn in favour of the Executive Engineer JPDCL ED-II, Reasi,

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 security deposit 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, EM&RE Wing, Reasi 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 non compliance 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 tender 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 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 certifies that the above mentioned are the only deviations from the tender specifications.

Signature:
Name:
(In block letters)

Stamp

SCHEDULE 'C'**IMPORTANT CHECK LIST**

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

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

x

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TECHNICAL Documents Check List

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

S.No.	Nature of Tax	Rate of Tax
1		
2		
3		
4		
5		
6		
7		

Signature:
Name:
(In block letters)
Stamp

AFFIDAVIT

**(To be furnished on non-judicial stamp paper and to be attested by 1st
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

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 _____ JPDCL**

SCHEDULE 'G'

**SCHEDULE OF MANUFACTURED/BOUGHT OUT ITEMS: -
To be filled in and signed by the Bidders**

S.No.	Material Description	Make
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 , JPDCL ED-II ,
Reasi, J&K.

WHEREAS M/s..... (insert name of Bidder)..... having its Registered Head Office at.....
(Insert address of the Bidder) (Herein after 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 present
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 a) 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 case 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 upto _____ (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:

Signature & Name:

Designation:

Designation:

Contact Number (s)/Fax:

Address:

Bank Seal:

Contact Number (s)/Fax:

BIDDER ADDRESS FORMAT

E-NIT No.....

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

**Signature of the Bidder
With date and Stamp**

Section IX:

Guaranteed Technical Particulars (GTP)

All materials required to complete the work as per given specifications & drawings etc. must be manufactured and supplied using fresh raw material. Re-moulded, re-circulated materials are not acceptable. The procurement of materials must be made by the contractor directly from manufacturer or through authorized dealer/distributors. Documentary evidences to this effect are to be made available to Employer for necessary checks/verification of source of supply of materials. Second hand materials/ partial used materials/ used materials would not acceptable. Climatic condition details are given with various materials specifications however, bidder shall note that materials are based on the same technical specifications along with approved drawings and GTPS same as REC standards or DDUGY Project.

[www. \(recindia.nic.in\)](http://www.recindia.nic.in)