



**Online Request for Tender (e-NIT)
For**

Construction of underground water tank, applying fire retardant paint, installation of wooden Jeffery and construction of shed with structural steel at zonal office Pulwama premises by way of civil works.

Tender is open only for J&K Bank's empanelled Civil Structure Contractors.

**e-NIT Ref. No.: JKB/E&ED/Zonal-Office-Pulwama(Civil)/2024-1193
Dated :05-09-2024**

Issued by: J&K Bank Ltd.
Estates & Engineering Department,
Corporate Headquarters, Srinagar,
M. A. Road Srinagar, 190 001 J&K Tele: 0194- 2402665
Email: engineering.chq@jkbmail.com

DISCLAIMER

The information contained in this Tender document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided. This tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this tender is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this tender does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this tender and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e-NIT. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend, supplement or annul the information in this e-NIT.

OBJECTIVE OF PROPOSAL

The Tender Details are as under:

e-NIT Reference Number	JKB/E&ED/Zonal-Office-Pulwama(Civil)/2024-1193 Dated :05-09-2024
Issuing Department Name	Estates & Engineering Department, Corporate Headquarters, M. A. Road, Srinagar 190001 J&K
Scope of Work	Excavation, construction of underground water tank, shed and installation of wooden jaffery.
e-Tender Details	Construction of underground water tank, applying fire retardant paint, installation of wooden Jeffery and construction of shed with structural steel at zonal office Pulwama premises by way of civil works.
BIDs Submission Mode	On-Line through Bank's e-Tendering Service Provider's Portal https://jkbank.abcprocure.com
Tender Type	Limited between Empanelled Contractors
Category	Category D and above of empanelled agencies of civil structure Trade
Type of Contract	Works
Bidding Type	Indigenous
Base Currency	INR (₹)
Consortium	Consortium Bids are not allowed.
Contact details of concerned Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this NIT)	1.Mr. Inam ul Haq Keen (I/C Engineering Dept) CHQ Cell no. 9797795973 2.Mr.Atinder pal singh (Assistant manager) Cell no. 9149605285 3.Mr. Nisar-ul-Nabi (Draftsman) Cell no. 9419027096 Dept. e-mail id:- engineering.chq@jkbmail.com
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal http://jkbank.abcprocure.com from September 07, 2024, 16.00 Hrs. to September 17, 2024 15.00 Hrs.

Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcpocure.com by or before September 11, 2024 17.00 Hrs.																				
Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on September 13, 2024.																				
Last date and time for Bid submission	September 17, 2024 15.00 Hrs.																				
Date and Time for Eligibility/ Technical Bid Opening	To be notified separately																				
Submission of online Technical Bid	As prescribed in Bank’s online e-Tender Portal https://jkbank.abcpocure.com																				
Tender Processing Fee (Non-Refundable)	Not Applicable																				
Earnest Money Deposit (EMD) [Refundable]	No EMD is to be Deposited. However, a security deposit of Rs. /- (2 % of lowest bid amount) is to be submitted by the successful bidder in the shape of CDR before a formal allotment is issued in his favour.																				
Eligibility & Technical Criteria	Category D and above of empanelled agencies of civil structure Trade																				
CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcpocure.com only																				
For e-Tender related Queries	<div>Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</div> <div>Help Desk:</div> <table><tr><th>Sr. No</th><th>Name</th><th>Mobile No.</th><th>Email ID</th></tr><tr><td>1</td><td>Utkarsh Pal</td><td>6352632098</td><td>utkarsh@eptl.in</td></tr><tr><td>2</td><td>Mubassera Mansuri</td><td>7859800621</td><td>mubassera@eptl.in</td></tr><tr><td>3</td><td>Sandhya Vekariya</td><td>6352631968</td><td>sandhya@eptl.in</td></tr><tr><td>4</td><td>Trupti Patel</td><td>6352631766</td><td>trupti.p@eptl.in</td></tr></table>	Sr. No	Name	Mobile No.	Email ID	1	Utkarsh Pal	6352632098	utkarsh@eptl.in	2	Mubassera Mansuri	7859800621	mubassera@eptl.in	3	Sandhya Vekariya	6352631968	sandhya@eptl.in	4	Trupti Patel	6352631766	trupti.p@eptl.in
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(I) NOTICE INVITING TENDER

Tenders are hereby invited by AGM (BSD) on behalf of Jammu & Kashmir Bank LTD. Srinagar, J&K for the project:

Construction of underground water tank, applying fire retardant paint, installation of wooden Jeffery and construction of shed with structural steel at zonal office Pulwama premises by way of civil works.

The Bidder should be an Empaneled Contractor with the J & K Bank in the relevant trade and category as prescribed for the work.

1. Estimated Cost of Work: Approximately ₹ 6.06 Lakhs
2. Detailed tender document consisting of Terms and Conditions, BOQ, Technical Specification, General Terms and Conditions etc. will be available through a link from the Banks website www.jkbank.com and will be forwarded to <https://jkbank.abcpocure.com>
3. The site for the work is available and should be inspected before quoting for this tender.

The time allowed for the carrying out of the work will be 45 Calendar days from the date of issue of written orders/ email to commence the work, in a phased manner as decided by the Engineer In charge, J&K Bank Ltd., Srinagar.
4. The Bidders should digitally sign the tender in places indicated and the total amount tendered should also be written in the prescribed form.
5. The bid document is available online on the website <https://jkbank.abcpocure.com> The bid document can be downloaded free of cost, however, the successful bidder is required to submit a security deposit of specified amount in the shape of CDR at the time of formal allotment which will be valid till the validity of current empanelment or end of defect liability period whichever is later. The bidder would be required to register in the web site, which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Before the deadline for submission of bids, the J&K Bank may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website <https://jkbank.abcpocure.com> under the "Latest Corrigendum".
6. Documents Comprising the Bid.
Only the price bid is to be uploaded online. No other document is to be submitted at the time of Online bid.

A) Deadline for Submission of Bids

- Only Price Bid is to be uploaded by the Bidder online not later than the date and time indicated in the Appendix.
- To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the J&K Bank shall extend, as necessary, the deadline for submission of bids. The J&K Bank may extend the deadline for submission of bids by issuing an amendment. In

such case all rights and obligations of the J&K Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.

B) Bid Opening & Evaluation

Bid Opening

- The J&K Bank inviting the bids or its authorized representative will open the bids online and this could be viewed by the bidders online.

C) Award of Contract

Award Criteria

The Bank (J&K Bank) will award the Contract to the Bidder whose Bid has been determined:

(i) To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be :-

- a) Eligible in accordance with the provisions, and
- b) Qualified in accordance with the provisions; and

(ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest.

J & K Bank reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

7. The Bidder whose tender is accepted shall execute an Agreement on Rs. 100/- stamp paper reiterating the acceptance of his Execution of work on these item rates and conditions as set forth in the contract.
8. J&K Bank Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof.
9. Taxes which are admissible for deduction shall be deducted at source at the rates admissible at the time of payment of the bill of contractors.
10. The right of acceptance of a tender will rest with the **AGM BSD, J&K Bank Ltd., CHQ, Srinagar** who does not bind himself to accept the lowest tender and reserves with himself the authority to reject any or all the tenders received, without assigning any reason. Any tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
11. Canvassing in connection with tender is strictly prohibited and the tender submitted by a Bidder, who resorts to canvassing, is liable to be rejected.
13. On acceptance of the tender, the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions from the Engineer In Charge shall be communicated to the **Engineer In charge, J&K Bank Ltd., Srinagar**.
14. Special care should be taken to write the rates in figures.
15. The bidder has to bid for all works contained item wise in the BOQ. The Bank has reserved right to accept the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
16. The Bidder at the end shall add Goods & Service Tax separately which as per the government

notification shall be payable at the time of payment with respect to the prevailing government rates at that time. The individual rates filled in the Tender shall be exclusive of GST but inclusive of all material plus labour, delivery, transportation, handling, wastage, levies and the such and include ALL costs/overheads to be incurred by the Bidder for executing these works as per the drawings, details, specifications, with the care, expertise and post execution responsibilities outlined in this Tender. No additional claim over the rates shall be entertained later.

- 17 The Tender for the work includes the civil works as per BOQs and directions of the Engineer In charge.
- 18 The Bidder shall inspect the site before submitting the tender.
- 19 The intending Bidder should not in any way quote more than one rate per item of work. In case the Bidder splits the quantity of any item of work and quotes more than one rate for the same, his tender will be rejected. The Bidders shall quote in figures as well as in words, the rates, & the amount tendered by them. The amount for each item should be worked out and the requisite totals be given.

Sd/-

AGM BSD

ELIGIBILITY CRITERIA AND CREDENTIALS

- The Bidder should be an empanelled Contractor of J & K Bank of **Category D** and above of civil structure Trade
- Capacity/Financial Capability as required for the said work.

Should this tender be accepted in whole or in part, I/We hereby agree:

1. To abide by all terms and provisions of the said conditions annexed here to and all the terms and provisions contained in the Notice Inviting Tenders, so far as applicable and / or in default thereof to forfeit & pay to the Bank, by their successors the sum of money mentioned in the said conditions.
2. To execute all the works referred to in the tender documents upon the terms & conditions contained or referred to therein & to carry out such deviations as may be ordered up to a maximum of **50% (fifty percent)** of the tendered value at the rates quoted in the tender documents.

Digital Signature of Contractor before Submission of Tender

Witness

1. _____

2. _____

Sd/-

AGM BSD

(II) INSTRUCTIONS FOR BIDDERS

1. Before e-BID, the Bidders, in their interest are advised to inspect and examine the site & its surroundings and satisfy themselves in respect of the site conditions as the Bank shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost.
2. Before tendering, the Bidders shall carefully examine the tender documents, general conditions of contract, special conditions of contract, specifications, drawings & other matters referred to therein, the schedules and Bill of quantities and if there should be or appear to be any ambiguity in or discrepancy between any of these documents or between figured and measured dimensions and other aspects upon the Drawings, he should immediately refer the matter in writing to the Engineer In charge for clarification.
3. Selection of the items according to specifications and approved makes will be as per the conditions of the contract and as per the drawing attached. All the items before installing should be approved from Engineer.
4. The Bank will not be responsible and will not pay for expenses which may be incurred or losses to person or property suffered by the Bidder in connection with visits to an examination of the site and in the preparation of his tender for submission.
5. The Bidder (whether or not he submits a tender) shall treat the details of the documents as secret and confidential.
6. The Bank reserves the right to adjust arithmetical or other errors in any tender in the way, which it considers suitable. Any adjustments so made by the Bank shall be stated to the Bidder if the Bank shall make an offer to accept the tender.
7. The Bank does not bind itself to accept the lowest or any tender and has the right to refuse or accept any tender without assigning any reason (s) thereof. The Bank shall also have right either to invite more Bidders for submitting tenders or re-issue the Tenders afresh at their own discretion for which the original Bidders shall have no right of objecting any action taken in this behalf by neither the Bank nor the Bank shall be bound to any explanation in this behalf.
8. All documents of the tender are to be read in conjunction with each other and Bidder shall take this aspect into consideration while quoting the rates.
9. It will be the responsibility of the successful Bidder to keep liaison with the Bank till finalization of Letter of Acceptance or within validity period. No excuse whatsoever will be entertained for not having received the allotment letter/Letter of Acceptance through post or otherwise.

(III) APPENDIX TO FORM OF TENDER

S.No	Particulars	Description
1	Earnest Money / Security Deposit:	No EMD for the Work. However, the successful bidder is required to submit a security deposit @ 2% of lowest bid amount. /- in the shape of CDR at the time of formal allotment which will be valid till the validity of current empanelment or end of defect liability period whichever is later
2	Period of commencement:	Date of issue of letter of acceptance or the date of handing over of site whichever is later.
3	Time of Completion	45 calendar days
4	Reverse Auction	The Tender shall be put to reverse auction after the last date of the submission of bids to get a final successful bidder and work shall be allotted to the lowest bidder after the reverse auction.
5	Liquidated damages for delay:	0.5% (Zero decimal five percent) of Gross Contract value per week or part thereof subject to a maximum 10% of contract value
6	Limit of liquidated damages	Up to a maximum of 10% (Ten percent) of Contract Value.
7	Defects Liability /Maintenance period	12 months from the date of issue of virtual completion certificate as issued by Engineer
8	Retention Money	An amount equal to 10 % of all running and final bill payments shall be deducted which shall be released after the successful completion of defect liability period
9	Quantities	Quantities as per BOQ liable to change as per work done at site.
10	Running Payments	Payments should be done on running bills as per detailed measurements.
11	Final Payment	Final payment shall be done after completion certificate by the engineer and joint measurements with the contractor, subject to deduction of 10% retention money which will be released after successful completion of defect liability period.

FORM OF AGREEMENT

(On Stamp Paper 100/=)

ARTICLE OF AGREEMENT made at Srinagar this _____ day of Two Thousand Twenty Four between J.K. BANK, having its Head office at Maulana Azad Road, Srinagar (J&K), through the **AGM** (BSD) hereinafter called "Bank" (which expression shall include its successors and assigns wherever the contract meaning shall so require or include its successors & assigns wherever the contract meaning shall so require or permit of the one part and M/s. _____) hereinafter called the "Contractor" of the other part.

WHEREAS the Bank is desirous of having provided and getting executed, completed and maintain certain works for **Construction of underground water tank, applying fire retardant paint, installation of wooden Jeffery and construction of shed with structural steel at zonal office Pulwama premises by way of civil works**, enumerated or referred to the Documents forming part of the "TENDER" and acceptance, copies of all of which hereto annexed are designed to form part of this contract and are included in term "CONTRACT" wherever herein used.

AND WHEREAS the Bank accepted the tender of the contractor for the provisions of execution, completion & maintenance of work under defect liability period of the above said work.

AND WHEREAS the individual rates filled in by the CONTRACTOR are exclusive of GST but inclusive of all material plus labour, delivery, transportation, handling, wastage, levies and the such and include ALL costs/overheads to be incurred by the CONTRACTOR for executing these works as per the drawings, details, specifications, of the Engineer with the care, expertise and post execution responsibilities outlined in this Tender. THE CONTRACTOR confirms that no additional claim over the rates shall be entertained later by THE BANK.

AND WHEREAS the contractor has agreed with the Bank to execute complete and maintain during the defect liability period subject to the conditions and instructions set forth herein (hereinafter referred to as "the said conditions") the works, shown upon the documents forming part of the contract as stated hereinafter, on the item rate basis & as set forth, amounting to the contract sum of Rs. (IN WORDS) (hereinafter referred to as "the said contract amount /Price/Sum").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The terms and conditions laid down in the documents stated herein in the Clause shall be read and construed as forming part of this Agreement and the contractor shall abide by, terms and conditions, specifications and rates specified therein and perform agreement in accordance with such conditions".

2. The following documents shall be deemed to form and be ready and construed as part of this agreement:

- a. The said tender and Appendix
- b. Form of Tender
- c. General conditions of Contract
- d. The Special Conditions of Contract.
- e. Specifications
- f. Preamble to bill of quantities and priced bill of quantities as accepted.
- g. The letter of Acceptance
- h. Other additional documents as required

3. In consideration of the payment to be made by the Bank to the contractor for the work to be executed by him, the contractor does hereby agree with the Bank to provide, execute & complete the said work on or before the date mentioned in the time schedule of completion of work attached to the tender documents strictly as per the contract agreement and shall maintain the same at his own cost during the defects liability period , thereafter perform all such aspects and things in the contract mentioned or described or which are to be implied thereafter or may be reasonable necessary for the completion of the said works and at the time and the manner subject to the terms and conditions or stipulations mentioned in the contract.

4, In consideration of the due provisions, execution and completion of the said works the Bank does hereby agree with the contractor that the Bank will pay to the contractor the respective amount for the work actually done by him and such other sums as may become payable to the contractor under the contract. Such payment to be made at any such time & in such manner as provided for in the agreement.

5 All disputes arising out of or any way connected with this agreement shall be deemed to have arisen in J & K and only the courts at Srinagar shall have jurisdiction to determine the same.

6. The several parts of this contract have been ready by/to us and fully understood by us.

7. This Agreement shall come into effect on _____ (the effective date). The agreement shall remain in force for a period of _____ days from the said effective date till the envisaged timeframe for completion or actual date of completion whichever is later

8. Bank shall be entitled to terminate this agreement in case of breach of any of the terms and conditions of this agreement and related tender documents after serving a notice ofdays on the contractor.

9. That upon expiration or termination of this agreement for any reason whatsoever, the contractor shall; i) Immediately refrain from any action that would cause or may indicate any relationship between it and the bank . ii) Forthwith hand over to the bank, the possession of all the documents, material or any other property belonging to the bank that may be in its possession.

10. The bank reserve the right to terminate this agreement without assigning any reason thereof.

11. The contractor hereby agrees and undertakes to indemnify the bank and keep it indemnified against any loss or damage suffered by the bank on account of any act or omission on part of the contractor.

12 The provision of this agreement, which are intended to survive the term of this agreement by their very nature, shall survive the termination of this agreement. Notwithstanding, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this agreement.

13 The Security deposit will be forfeited by the bank in case of breach of any of the terms and conditions of this agreement.

14. IN WITNESS WHEREOF, the parties have caused their respective common seals to be here unto affixed (or have here unto set their respective hands and seals) the day and the first above written:

NAME_____

NAME_____

ON BEHALF OF THE BANK

ON BEHALF OF THE CONTRACTOR

1. SEAL

SEAL

2

ADDRESS

ADDRESS

In Presence of:

(v) GENERAL CONDITIONS OF CONTRACT

1. Extent of Contract

The contract comprises the construction, completion & maintenance of the works & except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works & everything whether of a temporary or permanent nature required in and for such construction, completion & maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

2. Letter of Intent / Acceptance / Award

Before signing of the contract, the Bank may issue by registered post or by otherwise, depositing at the registered office of the contractor, letter of Intent / Acceptance to enter into a contract with the contract for the execution of the works in accordance with the contract. Upon issue of such Letter of Acceptance / Intent by the Bank, the Bank shall be deemed to have signified his intention to award the contract, however, the process shall be deemed to be complete only when the contract has been entered into by the Bank & the contractor. However, until a formal contract agreement is prepared & executed, the tender together with the Bank's letter of intent shall constitute a binding contract between the parties, provided the Security Deposit as required under the contract shall have been furnished by the contractor

3. Contract Agreement

Within 10 days after the issue of letter of acceptance, the contractor shall have to enter into a written deed of agreement incorporating all the terms & conditions as embodied in the Tender Documents or modified subsequently in writing and those contained in the letter of acceptance, with the Bank. The contractor shall not sub-contract the work without written permission of the Bank.

The following documents shall be deemed to form and be ready and construed as part of the contract agreement.

- a) The said Tender & Appendix
- b) Form of Tender
- c) General Conditions of Contract
- d) Special conditions of Contract
- e) Letter of Acceptance
- f) Contract Price
- g) Priced bill of quantities as accepted.
- h) Specifications
- i) Drawings
- j) Other additional documents as required.

4. Language (s)

The language in which the contract documents shall be drawn up shall be English.

5. Documents Mutually Explanatory

Except if & to the extent otherwise provided by the contract, the provisions of the conditions of contract shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained & adjusted by the Site Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.

6. Contractor's General Responsibilities

The contractor shall, subject to the provisions of the contract, and with due care & diligence, execute, complete & maintain the works & provide all labour including Supervision, materials, constructional plant & all other things, whether of a temporary or permanent nature, required in and for such execution, completion & maintenance so far as the necessity for providing the same, excluding those to be provided by the Bank is specified in, or is reasonably to be inferred from the contractor. Temporary electric, water charges & any other extra charges shall be paid by the contractor & nothing shall be paid by the Bank.

The contractor shall carry out and complete and maintain the works in accordance with accepted good engineering practices and using materials and workmanship of the quality and standards therein specified provided that where and to the extent that approval of the quality of materials or of the standards of workmanship is a matter of option, such quality & standards shall be to the satisfaction of the Bank or Engineer in Charge or his Representative.

7. Safety of Site Operations

The contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works.

8. Absence of Specification

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the contractor without extra charge. If the contractor requires additional information, he shall, so request in writing, well in advance to commencement of the particular work, to the Engineer Incharge who will issue such detailed information as necessary within a reasonable time.

If, however, during the execution of the works, the contractor shall encounter physical conditions or obstructions constituting Force Majeure and which could not have been reasonably foreseen by an experienced contractor, the contractor shall forthwith give written notice thereof to the Engineer In Charge / Engineer's representative within two weeks after its occurrence and if in the opinion of the Engineer In Charge, such conditions or obstructions until so instructed by the Engineer In Charge except in the event of there being an urgent need to undertake remedial or other works or repairs to reduce risks of injuries or damages to persons or property.

9. Obtaining Information related to execution of work

No claim by the contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

10. Work to be to the satisfaction of Bank

The contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Bank & shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the contract or not) touching or

concerning the works. The contractor shall take instructions and directions only from the Engineer. All execution of works & materials should be as per tender specifications. Materials for which specification is not given in tender in that case prior approval from the bank. Contractor is strictly advised not to use sub standard materials. And if any sub standard material is used or found then a penalty of two times the difference in cost of standard material less sub standard material must be collected from the vendor/ sub contractor. i.e.; $\text{Penalty} = 2 \times (\text{Cost of Standard Material} - \text{Cost of Sub Standard Material})$ or bank have the right to hold the cost of that particular item and entire amount of the project will not be paid.

11. Night or Sunday Work

As the site is in a crowded market, keeping in view the sensitivity of the site, the contractor can be asked to do the work at night, by special order, the contractor would be required to carry out the work at night, without conferring any right on the contractor to claim extra payment for night working. The decision of the Engineer in charge in this regard will be final and binding on the contractor.

12. Corrupt and Fraudulent practice.

- It is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

13. Liquidated Damages:

Should the work not be completed to the satisfaction of the Site Engineer within the stipulated period due to Contractors default, the contractor shall be bound to pay to the Bank, a sum calculated as below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at rate of 0.5 % of the contract value for each week of delay subject to maximum of 10 % of the contract value.

14. Force Majeure:

- i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- ii. For purposes of this Clause, "**Force Majeure**" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- iii. Unless otherwise directed by the Bank in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavor to find a solution to the problem.
- v. Notwithstanding above, the decision of the Bank shall be final and binding on the contractor regarding termination of contract or otherwise."

15. Available Bid Capacity/Financial Capability:

The bidder should possess the bidding capacity as calculated by the specified formula. The formula generally used is:

Available bid capacity = (A x M x 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), taking into account 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.

All costs and expenses incurred by interested bidders in any way associated with the development, preparation and submission of responses, including but not limited to the attendance at meetings, discussions etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

16. Electronic Reverse Auction.

The said work shall be put to electronic reverse auction before opening of the financial bids. Electronic Reverse Auction is a type of auction where the starting price, bid decrement, duration of auction, maximum number of automatic extensions are announced before start of online reverse auction. The shortlisted bidders shall after the start of RA start bidding online in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing

bidder, within the duration of the RA. If a new lower bid is received within last few minutes (say two minutes) of closing time, the closing time may get automatically extended by few minutes (at least five minutes) for others to respond. Maximum number of such extensions may be stipulated (at least five). The most favorable bid at the end of stipulated/extended time will be declared as successful. The Reverse Auction shall be scheduled for a fixed time period. Auctions may be arranged in any combination of time periods for e.g. (a) 1-1/2 hour viz. 1 hour with 6 extensions of 5 minutes each or (b) 1 hour viz. 1/ 2 hours with 6 extensions of 5 minutes each or (c) Unlimited extensions viz. 1/2 hour with unlimited extensions of 5 minutes each.

All the price bids (Indicative bids) submitted by the vendors shall be kept sealed to the event of e-reverse auction. At the end of reverse auction process the lowest Bidder (L1) will be selected on the basis of Total Price, including taxes.

In case the Prices arrived after Reverse Auction are more than the Indicative prices of any of the vendors , The Lowest Indicative prices of the vendor shall be considered and that vendor shall be declared the Lowest Bidder.

Bidding Example:

The final rates of the items shall be calculated in ratio of total amount quoted by the lowest bidder through reverse auction process and the amount quoted in indicative price bid, wherever specified in tender.

Example:

Indicative Price Bid submitted by vendor:

Item	Rate ®	Qty	Amount
A	100	2	200
B	200	3	600
C	300	4	1200
Total amount in Indicative price Bid			2000/-

The total amount mentioned in indicative price bid is Rs 2,000.00, but the final L-1 amount quoted by the vendor through E-reverse auction is Rs.1,600.00, then the K factor for L-1 vendor will be calculated as under

Ratio K= (Total amount quoted by the lowest bidder through reverse auction process) / (The amount quoted in indicative price bid)

$K = 1600 / 2000 = 0.8$.

The item wise final price to be confirmed by the vendor shall be as under:

Item	Final Rate= K*R	Qty	Amount
A	100×0.8	2	160
B	200×0.8	3	480
C	300×0.8	4	960
Total amount worked out after e- reverse auction			1600/-

17. After execution of the agreement with the successful bidder the relation of parties will be on principal to principal basis.

18. The Bidder shall not assign or outsource the works awarded by the Bank without the written consent of the Bank.

19. The successful bidder shall indemnify and keep J & K Bank, its Officers, Directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the firm or its staff, agents in relation to the performance or otherwise of the services to be provided under the contract.

20. **Dispute resolution/arbitration:** In the case of any dispute arising upon or in relation to or in connection with this agreement between parties, the disputes shall at the first instance be resolved

through negotiations. If the dispute cannot be settled amicable within fourteen (14) days from the date on which either party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under arbitration and conciliation Act, 1996. The sole Arbitrator shall be chosen by the bank.

The Place of Arbitrations shall be Jammu, India and the language of the arbitration proceedings and that of the documents and communication between the parties shall be English.

The Decision of the Arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally.

The parties shall continue to be performing their respective obligation under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.

21. Each Bidder having responded to this NIT acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this NIT documents. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this NIT.

22. All Notices or Communications under this software maintenance Agreement shall be first sent to E-mail to such e - mail addresses designated by each party, followed by registered post with acknowledged, where appropriate and required, to the address of each party first written above. A successful e mail delivery shall be treated as sufficient and complete delivery of the notice or communication. A notice by post will be sent by registered post acknowledge to the address set forth below, or such other address as it shall hereafter designate for this purpose:

In the case of a notice to the bank to:engineering.chq@jkbmail.com

In the case of a notice to contractor: email address registered with the bank.

Such notices shall be deemed to be received within four working days of the same being sent.

23. Bank reserves the right to select the next ranked bidder, if after selection the selected bidder withdraws his offer or bank detects wrong or misleading information in the proposal, In case the selected bidder withdraws his offer or if it is found that the information furnished by the bidder is wrong and misleading. Bank reserves right to take action as it deems fit, including forfeiture of EMD, claim for damages against the bidder.

(VI) SPECIAL CONDITIONS OF CONTRACT

1. If the Bank feels necessity of amending the specifications and or installing of any equipment / material which have not been quoted for by the contractor, the same shall have to be installed by the contractor which shall be paid as per actuals based on LMR and analyzed as per CPWD Schedule of Rates and analysis.
2. The commercial Bids of only those contractors / firms who qualify the prequalification laid by the Bank shall be considered.
3. The work shall be carried out strictly according to the terms & conditions, specification, design, drawing and plans. Where specifications do not cover any item, the specifications, terms and conditions of **UT** PWD / CPWD/ PDD in force shall be made applicable. All other terms and conditions not covered but in vogue in the CPWD shall hold good and form a part of the e-NIT.
4. No advance payment in the form of site mobilization advance, material advance etc. will be paid to Contractor. Running payments will be released after satisfactory completion of the portion of the works and measurement.
5. All other terms and conditions not covered but in vogue in the CPWD shall hold good and form a part of the e-NIT.
6. In the event of contract failure Bank reserves the right to terminate the contract after giving 20 days clear notice to the contractor and recover the amount of the loss caused by the damage, failure, default (including the consequently damage) as may be determined by The Vice President J&K Bank or his authorized representative.

(VII) ANNEXURES

- a) SPECIFICATION AND BOQ FOR CIVIL WORKS
- b) DRAWINGS
- c) LIST OF APPROVED MAKES
- d) PRICE / COMMERCIAL BID FORMAT FOR CIVIL WORKS

Annexure A

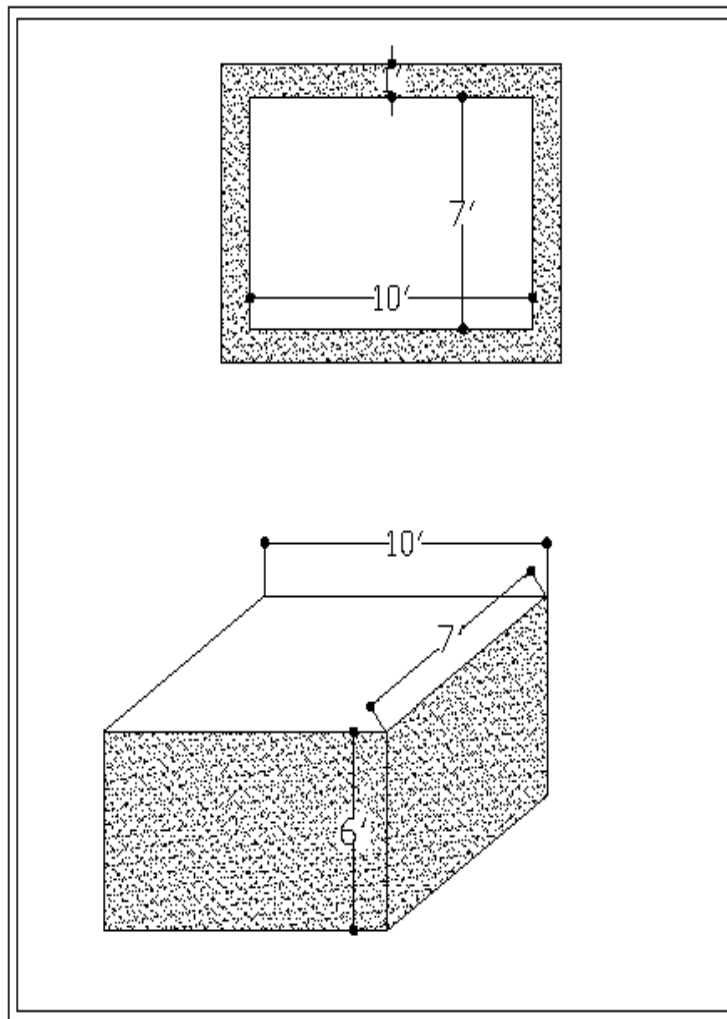
SPECIFICATIONS, BOQ FOR CIVIL WORKS

BOQ for Construction of underground water tank, applying fire retardant paint, installation of wooden Jeffery and construction of shed with structural steel at zonal office Pulwama premises by way of civil works.			
S. No.	PARTICULARS OF ITEMS	Unit	Quantity
1	Earthwork		
	Earth work in excavation over areas (exceeding 30cm in depth, 1.5 m in width as well as 10 sqm in plan) including disposal of excavated earth, lead up to 50 m and lift up to 1.5m, disposed earth to be levelled and neatly dressed All kinds of soil	cum	35
2	CARRIAGE OF MATERIALS(EARTH) By Mechanical Transport including loading, unloading and stacking up to a distance of 5 km.	cum	35
3	soling		
	Providing and laying of stone soling/boulders tightly hand packed under foundations, footings etc. including carriages of materials from source to site of work- complete in all respects-- --Including Compaction	cum	4
4	Cement Concrete		
	Providing and laying of cement concrete with crushed stone aggregates (quarry) 20mm nominal size including curing but excluding form work. All works Up to plinth lvl		
	A) 1:4:8 (Crushed stone 40mm nominal size)	CUM	4
	B) 1:2:4 (Crushed stone 20mm nominal size)	CUM	1.5
	C) 1:1.5:3 (Crushed stone 20mm nominal size)	CUM	17.5
6	Form work		
	Providing form work including Centering ,shuttering , strutting, propping etc. using ply wood sheeting with water proofing ply board (12 mm min. thickness) and removal of the same for:- Foundations, footings, bases of columns etc	SQM	55
7	Steel work		
	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level (Cold twisted bars)	KG	1200
8	Plaster Works		
	20mm Cement plaster of mix: 1 : 6 (1 cement : 6 fine sand)	SQM	25
9	waterproofing		

	Providing, making, supplying, mixing and applying two coats of ready-to-use two-component acrylic polymer, modified cement base, flexible Water-proofing slurry or approved make, including preparation of surface, finishing, curing etc. all complete at all levels as per India Waterproofing Co and as directed.	sqm	50
10	Structural steel work		
	Structural steel work in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.(WELDED)	KG	400
11	plumbing		
1	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer) pipes conforming to IS: 15801, UV stabilized and anti-microbial fusion welded, having thermal stability for hot and cold water supply including all PP-R plain and brass threaded Polypropylene random fittings. This includes		
	External work including trenching, refilling etc.		
	PN-16 pipe, 40mm OD (SDR-7.4)	mtr	50
2	Providing and fixing PPR Unions		
	PPR Union 40mm	no.	15
3	40 mm dia G.I. elbows	no.	5
4	PTMT Ball Cock 40 mm complete with Epoxy Coated Aluminium Rod & H.D. Ball	no.	1
12	applying 6mm wood putty on wooden surfaces/ windows.	sft	500
13	Fire retardant Paint.		
	Providing and applying two coats of fire retardant paint on cleaned wood/ply surface @ 3.5sqm per litre per coat including preparation of base surface as per recommendations of manufacturer to make the surface fire retardant	sqm	100
14	Providing and fixing of color coated corrugated iron sheets (Tata Shakti, Bhushan or Eq) with the help of nails and G I Limpet washers excluding the cost of purlins, rafters and trusses.	sqm	15
15	wooden jaffry		
	providing doing woodwork for jaffry designer panels of section 75mm x 12mm made of 1st class kail wood of required section including top coping of section 75mm x 40mm all inclusive. design as per instructions of site engineer.	sft	200
16	paint		
	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work	sqm	40

Annexure B

DRAWINGS



Annexure C

COMMERCIAL / PRICE BID FORMAT FOR CIVIL WORKS

S. No.	PARTICULARS OF ITEMS SPECIFICATIONS AS PER ANNEXURE -A	Unit	Quantity	Rate	AMOUNT
1	Earthwork				
	Earth work in excavation over areas (exceeding 30cm in depth, 1.5 m in width as well as 10 sqm in plan)	cum	35		
2	CARRIAGE OF MATERIALS(EARTH) By Mechanical Transport including loading, unloading and stacking up to a distance of 5 km.	cum	35		
3	solling				
	Providing and laying of stone soling/boulders tightly handpacked under foundations, footings etc	cum	4		
4	Cement Concrete				
	Providing and laying of cement concrete with crushed stone aggregates (quarry) 20mm nominal size				
	A) 1:4:8 (Crushed stone 40mm nominal size)	CUM	4		
	B) 1:2:4 (Crushed stone 20mm nominal size)	CUM	1.5		
	C) 1:1.5:3 (Crushed stone 20mm nominal size)	CUM	17.5		
6	Form work				
	Providing form work including Centering ,shuttering , strutting, propping etc.using ply wood sheeting with water proofing ply board (12 mm min.thickness) and removal of the same for:- Foundations, footings, bases of columns etc	SQM	55		
7	Steel work				
	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position	KG	1200		
8	Plaster Works				
	20mm Cement plaster of mix: 1 : 6 (1 cement : 6 fine sand)	SQM	25		
9	waterproofing				
	Providing, making, supplying, mixing and applying two coats of ready-to-use two-component acrylic polymer, modified cement base, flexible Water-proofing slurry	sqm	50		
10	Structural steel work				
	Structural steel work in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.(WELDED)	KG	400		
11	plumbing				

1	Providing and fixing 3 layer PP-R (Poly propylene Random copolymer) pipes conforming to IS: 15801, UV stabilized				
	External work including trenching, refilling etc.				
	PN-16 pipe, 40mm OD (SDR-7.4)	mtr	50		
2	Providing and fixing PPR Unions				
	PPR Union 40mm	no.	15		
3	40 mm dia G.I. elbows	no.	5		
4	PTMT Ball Cock 40 mm complete with Epoxy Coated Aluminium Rod & H.D. Ball	no.	1		
12	Applying 6mm wood putty on wooden surfaces/ windows.	sft	500		
13	Fire retardant Paint.				
	Providing and applying two coats of fire retardant paint on cleaned wood/ply surface @ 3.5sqm per liter	sqm	100		
14	Providing and fixing of color coated corrugated iron sheets (Tata Shakti, Bhushan or Eq) with the help of nails and G I Limpet washers excluding the cost of purlins, rafters and trusses.	sqm	15		
15	wooden jaffry				
	providing doing woodwork for jaffry designer panels of section 75mm x 12mm made of 1st class kail wood of required section including top coping of section 75mm x 40mm all inclusive. design as per instructions of site engineer	sft	200		
16	paint				
	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work	sqm	40		
		Total of the items above			
		Add GST@18%) Rs.			
		Grand total including GST Rs.			