

STANDARD BIDDING DOCUMENT

FOR

ROUTINE MAINTENANCE CONTRACT (RMC)

OF

ELECTRO MECHANICAL & HYDROMECHANICAL EQUIPMENTS INSTALLED

AT

105 MW (3x35 MW) UPPER SINDH HYDRO ELECTRIC PROJECT

(FOR A PERIOD OF TWO YEARS)

E-NIT NO.: USHP-II/GD/26 OF 2020-21

Contents of **Standard Bidding Document**

The SBD includes:

- A. Invitation for eBid**
- B. Instruction to the Bidders**
- C. Technical Bid**
- D. Financial Bid**
- E. General conditions of the contract**
- F. Special conditions of the contract**
- G. Scope of work**
- H. Bid Forms and Annexures.**

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



**OFFICE OF THE EXECUTIVE ENGINEER
GENERATION DIVISION USHP II KANGAN**

Email: xenekangan@gmail.com

E-NIT No: USHP II/GD/ 26 of 2020-21
Dated:- 10-11-2020

For and on behalf of the Managing Director, J&K State Power Development Corporation, sealed bids (Part-A: Prequalification & Techno Commercial Bid) & Part- B:(Price Bid to be submitted online only) accompanied with earnest money in the shape of DD/ CDR/FDR/BG from any Nationalized/Scheduled Bank @ 2% of the estimated cost pledged to the Chief Engineer, Generation Wing Kashmir are invited from OEMS (original equipment manufacturers) / Registered firms/joint ventures having experience of the relevant job as laid down in bid document for undertaking:

S No	Description of work	Period of Contract	Estimated Cost of work Rs.	EMD	Cost of Tender document	Period of completion
1	Routine Maintenance for Electromechanical & Hydromechanical Components of 105 (3x35) MW USHP-II Kangan for two years as per scope of work envisaged in bid document.	Two consecutive years from the date of issuance of LOA	130.00 Lacs (Inclusive of all taxes & duties including GST)	Rs. 2,60,000/-	Rs. 5000/-	Two Years

CRITICAL DATES

1.	Date of Issue of tender notice	10-11-2020
2.	Period of downloading of bidding documents.	11-11-2020 to 03-11-2020
3.	Bid submission start date	11-11-2020
4.	Bid submission end date	03-12-2020
5.	Deadline for receiving the hard copies (CDR & EMD). The date should be one day after bid submission end date.	04-12-2020
6.	Date & time of opening of prequalification & Techno commercial bid (Online).	05-12-2020

The tender can be downloaded from jktenders.gov.in or jkspdc.nic.in (official website of JKPDC). The tenders should be addressed to the Chief Engineer, Generation Wing Kashmir Bemina (JKPDD complex) Srinagar. However, the cost of tender document in the shape of Demand Draft pledged to Executive Engineer Generation Division USHP- II, Kangan.

Note: Bid documents of firms who have not performed work assigned to them earlier in JKPDC as per the set norms of corporation shall not be entertained.

Sd/

Executive Engineer
Generation Division
USHP II Kangan

No : GD/USHP-II/871-81

Dated: 10-11-2020

Copy to:-

1. Managing Director J&KSPDC, Srinagar or information.
2. Director Finance, J&KSPDC, Srinagar for information .
3. Executive Director (Electric), JKSPDC, Srinagar for information.
4. Chief Engineer, Generation Wing Kashmir, J&K SPDC, Sgr. for inf.
5. Superintending Engineer, Generation Circle-II, J&K SPDC, Sgr for inf.
6. Director, J&K Information Department Srinagar with the request that the NIT may kindly be got published in two National leading dailies as well as two local leading dailies of valley at an earliest, under an intimation to this division.
7. Chief Pay &Accounts Officer, PDC unit-Kangan for information.
8. Assistant Executive Engineer Gen . Sub Div/I/II/III & Mechanical for information.
9. AGM IT cell corporate office for uploading on official website of JKPDC.
10. Notice Board.

A. GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO THE TENDERERS

1. Invitation, receipt & opening of bid with instructions to bidders regarding e-tendering

- 1.1 For and on behalf of M.D, JKPCDC , Jammu & Kashmir State, e-tenders are hereby invited from registered contractors / firms for works detailed under “Scope of work ”, as per terms and conditions, technical specifications and schedule thereof of this Tender document.
- 1.2 Bidders are advised to download bid submission manual from “downloads” option as well as from “bidder manual kit” on website www.jktenders.gov.in to familiarize with bid submission process.
- 1.3 To participate in bidding process, bidders have to get “Digital signature Certificate” (DSC) as per information Technology Act 2000. Bidders can get digital signature certificate from any approved vendors.
- 1.4 Bidders have to submit their bid ONLINE in electronic format with digital signature.
- 1.5 **No Price bid will be accepted in physical form.**
- 1.6 **Pre-bid meeting** open to all prospective bidders will be held in the office of Chief Engineer Generation Wing PDC Bemina Srinagar on scheduled date.
- 1.7 Bids will be opened as per time schedule in NIT.
- 1.8 Bidders must ensure to upload scanned copy of all necessary technical and commercial documents including scanned copies of Earnest Money , cost of tender document etc.,
(*scan all documents on 100 dpi with black & white option*)
- 1.9 Tender fee should be in the form of DD and pledged to Executive Engineer Generation Division USHP-II kangan

2. The e-tender be submitted in two covers as under:-

2.1 Cover-I:

Scanned Copy of the following:

- a) Earnest Money Deposit
- b) Cost of tender document.
- c) **Following documents to be attached alongwith the bid. FAILURE TO ATTACH THESE DOCUMENTS ONLINE WILL RESULT IN OUTRIGHT REJECTION OF THE BID.**

Prequalification / Eligibility Documents:

S. No.	Particulars
1	Copies of necessary experience certificate of having successfully completed at least 03 similar works (i.e. Capital/Annual/ of Electro Mechanical Equipment, AS PER SPECIFIC ELEGIBLE CRITERIA / PRE-QUALIFICATION REQUIREMENT OF THE TENDER . Completion certificate of works should be attached along with the bid. The performance certificate of these similar works shall be attached along with the bid.
2	Acceptance of Commercial Terms & conditions as per tender document.

3	Acceptance of detailed Technical specifications and scope of work
4	Acceptance of un-priced, price schedules as per scope of work as mentioned in the tender specification confirming that prices quoted are strictly as per the terms & conditions of the tender document.
5	Valid EPF Code issued from regional Provident Fund Commissioner.
6	List of skilled personnel along with their qualification and experience which should be according to Annexure II & III. Necessary proof of equipment/machinery and experienced manpower available with the bidder should be submitted along with the techno commercial bids. Failure in providing the details of manpower along with valid experience certificate will result in outright rejection of bid
7	No Deviation Certificate in respect of Tender Document.
8	Proof for Annual turnover for the last three years duly certified by chartered accountant: Audited Balance sheets for the last three years.
9	Copy of valid registration issued by the competent authority
10	Copy of Income Tax Clearance Certificate
11	Copy of PAN No.
12	Copy of GSTIN No alongwith latest monthly filed return.
13	Labour License
14	Copy of letter of authorization for signing of bid
15	Present Commitments excluding work under this specification.
16	The bidder must furnish its full Arbitration & Litigation history with all supporting documents along with present status thereof.

2.2 Cover -II: PRICE BID (Financial Cover)

Price bid as per Bill of Quantity (Online submission only). Final rates quoted by the bidder should include all types of taxes and duties. BIDDER SHOULD CAREFULLY EXAMINE THE BOQ BEFORE QUOTING THE PRICE. The BOQ contains scope of work and spares/consumables to be provided by the contractor. The bidders should go through the items mentioned in Consumables/Spares sub-heading of scope of work in standard bidding document and quote a lump sum amount (online only).

3. On the date of opening of tenders, only the technical and pre-qualification part (Part-I) of the tender shall be opened first. The Price Bid (Part-II) shall be opened only in case of such of tenderers who on scrutiny of Part –I viz Technical Bid of the offer are found to have qualified for opening of Price Bid.
4. The tender should be complete in all the respects. All the terms and conditions of the tender document including technical specifications should be carefully studied for the sake of submitting complete and comprehensive tender. Failure to comply with any of the terms and conditions or instructions which are likely to render fair comparison of tenders, as a whole, impossible may lead to rejection even if otherwise it is competitive offer/ tender. Conditional tender will not be considered and will be rejected out-rightly.

5. The tenderers are advised to visit and inspect the site i.e., 3x35 MW USHP-II Kangan.
6. Any request by post, by hand, by fax or telegraphically for any modification, addition, deletion etc. in the tender after last date of receipt of tenders shall not be considered.

7. **ELIGIBILITY OF BIDDERS**

SPECIFIC ELIGIBILITY CRITERIA

- i. Average Annual financial turnover during the last 3 years, ending March-2019 should be at least 80% of the estimated cost.
- ii. Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which tenders are invited should be either of the following:
 - Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
 - Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
 - One similar completed works costing not less than the amount equal to 80% of the estimated cost.
- iii. Similar nature of works means capital overhauling/Annual Maintenance/Routine Maintenance/RMU or SITC of Hydro stations with Francis Turbine of 35 MW (each unit) or above.

Joint Venture Criteria

- a) Bids may be submitted by individual firms or joint ventures as one of the following:
 - I. A single firm that meets all qualification requirements set forth.
 - II. **Joint venture Companies** meeting all qualification requirements set forth in relevant clauses & fulfilling the following criteria as J.V Company duly vetted by first class magistrate .
 - i. Joint venture of only two firms shall be permitted.
 - ii. One of the partners shall be nominated as a lead partner. The authorization shall be submitted by way of power of attorney. The power of attorney in this regard shall be signed by legally authorized signatory of both the firms.
 - iii. Whereas the partners of the joint venture have to collectively satisfy 100% of the criteria. The lead partner of the joint venture must individually satisfy criteria of at least 50% and the other partner must satisfy the minimum criteria of 25% of above relating to experience of similar works and turn over.
 - iv. Both partners should be authorized to incur liabilities and receive instructions for and on behalf of both partners of the joint venture and execution of contract. However, the payments shall be made in the name of the lead partner instead of the joint venture account.
 - v. Both partners shall be liable jointly and severally for the execution of the contract in accordance with the contract terms , and a statement to this effect shall be included in the power of attorney mentioned above, as well as in the joint venture agreement.
 - vi. A copy of joint venture agreement entered into by both the partners shall be submitted with the tender. The joint venture agreement should indicate precisely the responsibility of both the members of joint venture in respect of planning, construction equipment, key personnel, work execution and financing of the project.

This should not be varied/ modified subsequently without prior approval of the employer/engineer in charge. **The joint venture should confirm that both the members shall have active participation in the execution work during the full currency of contract.**

vii. In case of successful bidder as a joint venture, the joint venture agreement shall be registered

8. Earnest Money

- 8.1 Earnest Money of Rs 1.10 lac in the shape of Bank Guarantee/ CDR/FDR/BG pledged to the Chief Engineer Generation Wing Kashmir, Bemina Srinagar must be furnished along with the offer in the Cover-I of the tender. Tenders not accompanied by the EMD shall be outrightly rejected.
- 8.2 No tenderer, unless or otherwise specified in the specifications, terms & conditions shall be exempted from depositing earnest money.
- 8.3 Tenders not accompanied with required amount of earnest money will be rejected and their price bid shall not be opened.
- 8.4 The earnest money of the tenderer(s) shall be forfeited if they withdraw their tender or revise the prices of their offer within the validity period or violate any terms & conditions contained therein.
- 8.5 Earnest money deposit shall be released in favour of unsuccessful tenderer (s) immediately after finalization of the contract order, whereas earnest money deposit of successful tenderer shall be released after the submission of performance security Deposit
9. The tenure of the contract being short the cost quoted shall be inclusive of variation of taxes on account of taxes and duties etc., and shall not be subject to any escalation due to price variation.
10. The tendering authority reserves the right to accept or reject any or all bids and to cancel the bidding process at any time prior to the award of the contract.
11. The tenders shall be valid for a period of 180 days from the date of opening of the price Bids.
12. The bidder must furnish its full Arbitration & Litigation history with all supporting documents along with present status thereof. The intending bidders who have been blacklisted/ debarred by Government of India or any State Department /Public Sector Undertaking thereof, or any national/ international multilateral infra structure financing/ funding institutions like ADB, WORLD BANK etc are not eligible to participate in bidding in case the debarment is in force and effective on the date of submission of the bid. In case the bidder has been debarred after the bid submission date and if the debarment is in force and effective on the date of award of the contract, the bidder shall be deemed to be disqualified for award of the contract.

Sd/-

Executive Engineer
Generation Division USHP-II
Kangan

B. GENERAL CONDITIONS OF CONTRACT

CLAUSE 1 Definitions:-

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assign to them:

- i) Contract means the document forming the tender, acceptance thereof & the formal agreement executed between JKPDC Ltd. and the Contractor, together with the documents referred to therein. Otherwise, it shall mean the Notice Inviting Tender, information and instructions for bidder, tender (including the warranty "Schedule of quantities and prices" and other Schedule attached thereto). General conditions of the contract special conditions, if any, specifications designs, drawing and letter of award thereof.
- ii) Contract sum: Means the overall allotted cost of the work which would include all taxes, duties and levies and shall absorb all escalations.
- iii) Contractor : means the successful bidder who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns approved by the chief Engineer.
- iv) Corporation: means JKPDC Ltd. having its registered office at Ashok Nagar, Satwari, Jammu and PDD Complex Jehangir Chowk includes therein legal representatives, successor and assigns.
- v) Day: mean a calendar day beginning and ending at mid night
- vi) Drawings: means the drawings referred to in the specification and / or appended with the tender document, any modifications of such drawing approved in writing by the Chief Engineer and shall also include drawings issued for actual construction of the works from time to time by the chief Engineer.
- vii) Engineer-In-Charge means: Executive Engineer, Gen. Div. USHP-II
- viii) Chief Engineer: means the Chief Engineer Generation Wing of the Project
- ix) Letter of award: means letter from the Chief Engineer (E) conveying acceptance of the tender/ offer subject to such reservations as may have been stated therein.
- x) Month: means the calendar month.
- xi) Site: means the land and / or other places, on, under in or through which the works are to be executed including any other lands or places which may be allotted for the purpose of the contract.
- xii) Urgent works: means any urgent measures, which in the opinion of the Engineer –In-Charge, become necessary at the time of execution and / or during the progress of the work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of the work or which become necessary for security or for any other reason the Engineer-In-Charge may deem expedient.
- xiii) Week: means seven consecutive calendar days.
- xiv) Work or works: means work/ works to be executed in accordance with the contract.

CLAUSE 2 Interpretations:

- 2.1 Words imparting the singular only shall also include the plural; He includes she and vice versa unless this is repugnant to the context.
- 2.2 Heading and marginal notes in these general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof, of the contract.

CLAUSE 3 Security deposit for performance:

- 3.2 To safeguard against any loss arising out of the contractor leaving the work any time and against default on the part of the contractor, bank guarantee to the extent of 10% of the contract value and valid for the 03 years from the handing over of first machine, shall be submitted by the contractor before the start of the work. The same shall become refundable to the contractor after completion of defect liability period subject to "no demand certificate" being given by the Engineer-In-Charge. If the tenderer submits the bid with quoted value less than 80% of the estimated cost ,then the tenderer has to submit the additional security deposit amounting to 5% of the contract value.
- 3.3 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or any other account what so ever, may be obtained by liquidating bank guarantee to that extent. The deficit in the Bank Guarantee so created shall be replenished by the contractor within fourteen days of receipt of notice of demand from the Engineer –In-Charge.
(b) In case of failure of the contractor to strictly comply with the aforesaid provisions on any account for what so ever reasons, the Engineer-In-Charge shall be at liberty, notwithstanding anything contained contrary to this in the contract to take such measures and actions, including but not restricting to the

followings, as may be considered necessary by him under the circumstances to satisfy the provision of contract for having the required amount of securities at the relevant time.

- 3.4 To invoke the existing bank guarantee or to with hold the payment of the bills or other dues of the contractor arising out of the contract in such time the aggregate of the amount of such bills reach of the level of the amount of the expired bank guarantee is made good or the contractor furnishes fresh bank guarantee, fixed deposit receipt, Government security.
- 3.5 Bank Guarantee bank drafts, Government securities, fixed deposit receipts as aforesaid shall be valid till the date of expiry of defects liability period.

CLAUSE 4: MSME

All the MSME registered firms can participate in the bidding. The MSMEs are exempted from submitting cost of Tender document upon production of relevant documents duly notarized. However MSME firms shall fulfill all laid down Techno- Commercial criteria before submitting the bid.

CLAUSE 5: Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of quantities and process which shall (except as otherwise provided in the contract), cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the work in accordance with the provisions of the contract and its maintenance during construction.

CLAUSE 6: Contract documents.

- 6.1 The language or languages in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be construed and interpreted shall be English and designated as the "ruling language".

CLAUSE 7 Discrepancies and adjustments of errors:

- 7.1 Detailed drawing shall be followed in proforma to small scale drawing and figured dimensions in preference to scaled dimensions, In the case of discrepancy between the schedule of quantities and prices, the specifications and/ or the drawings, the following order of precedence shall be observed,
 - a) Description in the schedule of quantities and prices,
 - b) Relevant specifications and special conditions, if any.
 - c) Drawings.
 - d) General specifications.
- 7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-In-Charge and shall report in writing to the Engineer- in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer- in-Charge regarding the true intent and meaning of the drawings specification shall be final and binding upon the contractor
- 7.3 Any error in description, quantity or price in schedule of quantities and prices or any commission there from, shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligation under the contract.
- 7.4 If on check there are found to be difference between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and prices and general summary, the same shall be adjusted in accordance with the following rules:
 - a) In the event of discrepancy between description in words and figures quoted by bidder, the description in words shall prevail.
 - b) In the event of an error occurring in the amount column of schedule of quantities and prices as a result or wrong multiplication of unit price and quantity, the unit price shall be regarded as firm. Multiplication shall be amended on the basis of price.
 - c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
 - d) The totals of various sections of schedule of quantities and prices amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum to altered shall for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer.
 - e) Any rounding off of quantities or in section of schedule of quantities and prices or in general summery by the bidder shall be ignored.

CLAUSE 8: Agreement

After the issue of award the Chief engineer shall prepare the agreement on stamped paper worth Rs 1,000/- on the form annexed herewith within 15 days. The contractor shall be furnished with a copy of executed

agreement duly signed by the Chief Engineer and contractor in presence of at least two witnesses from both sides. The cost incurred on preparation of the agreement shall be borne by the contractor.

CLAUSE 9: Duties and powers of Engineer-In-Charge and his representative

- 9.1 The duties of the representative of the Engineer-In-Charge are to watch and supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the corporation and not to make any variation in the works.
- 9.2 The Engineer-In-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-In-Charge and shall furnish to the contractor a copy of all such written delegations of powers and authorities. Any written instructions or written approval given by the representative of the Engineer-In-Charge to the contractor with in the terms of such delegation shall bind the contractor and Corporation as though it has been by the Engineer-In-Charge.
- 9.3 Failure of the representative of the Engineer-In-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-In-Charge thereafter to disapprove such work or materials and to order the pulling down removal or breaking up thereof. The contractor shall, at his own expense again carry works as directed by the Engineer-In-Charge.
- 9.4 If the contractor is dissatisfied with any decision of the representative of the Engineer-In-Charge, he will be entitled to refer the matter to the Engineer-In-Charge who shall there upon confirm, reverse or vary such decision and the decision of the Engineer-In-Charge in this regard shall be final and binding on the contractor.

CLAUSE 10: ASSIGNMENT AND SUB-LETTING

The contractor shall not sublet, transfer or assign the whole or any part of the work under the contract in case of Electro-mechanical works.

CLAUSE 11: FACILITIES TO OTHER CONTRACTORS.

The contractor shall, in accordance with the requirement of the work as decided by the Engineer-In-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contract and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site for execution of any work not included in the contract or of any contract which the Corporation may enter in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-In-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

CLAUSE 12: CHANGES IN CONSTITUTION

Change in constitution of the firm will not be allowed during the currency of the contract except due to death of an individual or a partner in case of a partnership firm in which case the assigns/legal heirs /administrators shall be responsible for the execution of the contract

CLAUSE 13: SAFETY

The work shall strictly be carried out strictly in accordance with safety norms and for any lapses the firm shall be solely responsible. The firm shall arrange the necessary PPEs/ Safety equipments for workers engaged. The JKPC shall not be responsible for any accident (Minor/Major) arising during the pendency of contract.

CLAUSE 14 : COMMENCEMENT OF WORK

- 14.1 The contractor shall commence the work(s) within 15(fifteen) days after the issues of letter of intent (LOI)/ Letter of Award (LOA) and shall proceed with the same with due expedition and without delay. If the contractor commits default in the commencement of the work as aforesaid, the Chief Engineer shall without prejudice to any other right or remedy is at liberty to cancel the contract and forfeit the earnest money. The contractor shall strictly adhere to the Maintenance schedule (Daily, Weekly, Monthly, Half Yearly) as provided by the OEM /SOP& accepted by the owner
- 14.2 The contractor shall submit along with his tender, the Maintt planning phasing and sequence of Maintt time and progress chart within the frame work of Maintt schedule for achieving the completion targets of work(s) as whole and also of each group/sub-group of work(s) stipulated in schedule showing the order or procedure and statement showing the method and techniques of Maintt by which the contractor proposes to carryout the work. Such charts or program me shall be prepared in direct relation to the Maintt schedule as well as the time stated the contract document for completion of items of works stipulated in schedule it

shall indicate the commencement and completion of various trades of the work, distribution and balancing of work load pertaining to Maintenance activities in various structures/component part of work into working season duly taking into account working months, available in each working seasons and number or working days available for working months, to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods. Such planning will be discussed and finally agreed with successful bidder before award of work and same shall form an integral part of agreement. Contractor shall have to strictly adhere to such an agreed planning and scheduling. However, it shall not relieve the contractor of any of his duties, obligations or responsibilities under the contract.

CLAUSE 15: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS ETC.

- 15.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict conformity with the specification laid down or as may be laid down by the Engineer-In-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, specifications and instructions in writing in respect of the work, dully signed by the Engineer-In-Charge as may be issued from time to time.
- 15.2 All instructions and orders in respect of the work shall be given by the Engineer-In-Charge as soon as practicable without loss of time. Only such written instructions shall be deemed to be valid.

CLAUSE 16: URGENT WORKS

If any urgent work (in respect whereof the decision of the Engineer-In-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed.

CLAUSE 17 :CONTRACTOR'S SUPERVISION

- 17.1 The contractor shall either himself supervise the execution of the work or shall appoint at his own expense, an Engineer as his accredited agent approved by the Engineer-In-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instructions or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall superintend the execution of the work with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-In-Charge or authorized representative directions/instructions given by the Engineer-In-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.
- 17.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-In-Charge the Engineer-In-Charge shall have full powers to suspend the execution of the work until such dates as a suitable agent is appointed by the contractor and takes over the supervision of the work. For and such suspension, the contractor shall be held responsible for delay so caused to the works.

CLAUSE 18: INSTRUCTIONS AND NOTICES

- 18.1 Except as otherwise provided in this contract all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any office being entrusted with the functions, duties and powers of the Engineer-in-charge.
- 18.2 All instructions, notices and communication etc. under the contract shall be given to in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorised agent, or left at, or posted to the address given by the contractor or his authorised agent or the last known place of above or business of the contractor or his agent in case of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 18.4 The Engineer-in-charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a "work site order Book" maintained in the office of the Site Engineer and the contractor or his authorized representative shall confirm receipt of such instructions by assigning the relevant entries in his book. If required by the contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE 19: PATENTS RIGHTS

The contractor shall indemnify the Corporation, its representatives or its employees against any action claim or proceeding relating to infringement or use of any patent or design or any alleged patent or

design rights & shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or the employee of the Corporation in respect of any such matter as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific action issued by the Corporation, but the contractor shall pay any royalties or other charges payable in respect of any such use, amount so paid being reversed to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.

CLAUSE 20: MATERIALS

- 20.1 The contractor shall at his own expense provide/arrange all materials required for the bonafide use on work under the contract and also for initial mobilization, preliminary enabling and ancillary works,
- 20.2 All material to be provided by the contractor shall in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples , at his cost, of the material as may be specified by the Engineer-in-charge for approval before use in the works. The Engineer-in-charge shall also have powers to have such tests in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of material consumed in such tests and also expenses incurred thereon shall be borne by the contractor in all the cases except for the material agreed to be supplied by the corporation under contract, and also where such tests are in addition to those provided in the contract disclosed that the materials are in conformity with the provision of the contract.
- 20.3 The Engineer-in-charge or his representative shall be entitled at any time to inspect and examine any material intended to be used in the works; either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated ,manufactured or at any place where those are laying or from where these are being obtained. For this purpose, the contractor shall afford such facilities as may be required for such inspections and examination.
- 20.4 The Engineer-in-charge shall have full powers to require removal of any or all materials brought to site by the contractor which are not in accordance with the contract specifications, or samples approved by him. Should the contractor fail to remove the rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the contractor's cost. The Engineer-in-charge shall have full powers to procure proper materials at contractor's cost.
- 20.5 It is a prime responsibility of the contractor to arrange all the materials. The Engineer-in-charge may, however, assist the contractor, on request procurement of HSD, petrol, lubricants for bonafide use on works from recognized suppliers.

CLAUSE 21: SUPPLY OF POWER & WATER FOR MAINTENANCE PURPOSE.

JKPDC shall make arrangements of power and water required in connection with the Maintenance work at site.

CLAUSE 22: WATCHING AND LIGHTING

The contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

CLAUSE 23: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 23.1 Subject to any provisions to the contrary contained in the contract, none of the work shall be carried out during Sundays or holidays without the permission in writing of the Engineer-in-charge. However, when work is un-avoidable or necessary for safety of life, property or Maintt works, the contractor shall take necessary action immediately with the permission of Engineer-in-charge accordingly.
- 23.2 The Engineer -in-charge may, however direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts to ensure completion of works under the contract as scheduled.

CLAUSE 24: SITE DRAINAGE, PROTECTION OF TREES & PREVENTION OF NUISANCE:

- 24.1 Unless otherwise provided in the contract, water which may accumulate on the site during the progress of work or in trenches and excavations from any cause or source what so ever shall be removed from the site by the contractor to the satisfaction of the Engineer-in-charge and at the contractor's expense.

24.2 The contractor shall at no time, cause or permit any nuisance on the site or cause any thing which shall cause un-necessary disturbance or inconvenience to the public in general & owners /tenants /occupants of adjacent properties.

CLAUSE 25: LABOUR:

25.1 The Contractor shall employ labour in sufficient numbers to maintain the required rates of progress and of quantity to ensure workmanship of the degree specified in contract & to the satisfaction of the Engineer-in-charge. The contractors shall not employ in connection with the works any person who has not completed 18 years of age.

25.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-charge distribution return of the number & description by trades of the work of people employed on the works. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage & injury caused by them and the number of female workers who have been allowed maternity benefit as provided in the maternity benefit act 1961 or rules made there under and the amount paid to them.

25.3 The contractor shall pay to labour employed by him either directly or through sub contractor comply with or cause to be complied with the contract labour (Regulations and Abolition) Act 1970 with general rule format there under and amendments made from time to time.

25.4 The contractor shall in respect of labour employed by him directly or through sub. Contractors comply with or cause to be complied with the contract labor (Regulations and Abolition) Act 1970 & Rules format thereunder in regards to all matters provided therein.

25.5 The contractor shall comply with the provisions of all the Acts, Laws, Regulations or Bye Laws of any local or other statutory authority applicable in relation to the execution of the works such as :-

- i). Payment of wages act 1936 (amended)
- ii). Minimum wages act 1948 (amended)
- iii). The contract labour (regulations and abolition) act 1970 with rules framed there under as amended.
- iv). Workmen compensation act 1923 as amended by amendment act No. 65 of 1976.
- v). Employer's liability act 1938 (Amended)
- vi). Maternity benefit act 1961 (amended)
- vii). The Industrial (standing orders) act 1946 (amended)
- viii). The Industrial dispute act 1947 (amended)
- ix). Payment of bonus act 1965 & amendment act no.43 of 1977 & no. 48 of 1978 & any amendments thereof.
- x). The personal injuries (compensation Insurance) act 1963 & any modification thereof, and rules made there under from time to time.

The contractor shall take into account all the above said financial liabilities in his quoted rates & nothing extra, whatsoever, shall be payable to him on this account.

25.6 The contractor shall be liable to pay contribution to the govt. insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provisions of the employees states insurance act 1948 as amended from time to time , in case the contractor fails to submit full detail of his account of labour employed and the contribution, payable, the Engineer-in-charge shall recover from the running bills of the contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for employees state insurance.

25.7 The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the contract labour (regulation & abolition) act & rules or own in his capacity as principal employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason on non-fulfillment of the conditions of the contract for the benefits of workers. Non-payment of wages or of deductions made from him for wages which are not justified by the terms of the contract or non-observance of the said act and rules framed thereunder with amendments made from time to time.

25.8 The contractor shall indemnify the Corporation against any payment to be made under and for observance of the regulations, law, rules as stipulated in **CLAUSE 25.5** above without prejudice to his right to claim indemnify from his sub contractors. In the event of the contractors failure to comply with the provisions of all the acts/laws stipulated in the **CLAUSE 25.5** or in event of decree or award of order against the contractor having been received from the competent authority on account of default or breach or in connection with any of the provisions of the act/law/rules amended in sub **CLAUSE 25.5** above, the Engineer-in-charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sums from the bills of the

contractor or from his security deposit or other payment due under this contract or any other contract to satisfy within reasonable time the provisions of the various act/law/codes as mentioned under sub **CLAUSE 25.5** above, on the part of the contractor under the contract on behalf of and at the expense of the contractor and make payment and/or provide amenities facilities/services accordingly. In this regard the decision of the Engineer-in-charge shall be conclusive & binding on the contractors.

- 25.9 In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour (Regulation and Abolition) Act and Rules as amended from time to time, Furnishing and information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the relevant Acts and Rules as referred in **CLAUSE 25.5** above, the contractor shall without prejudice to any other liability pay to Corporation a sum not exceeding Rs.500/- (Rupees five hundred only) as liquidated damages for every default, breach or furnishing. Making submitting filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractors default in continuing in this respect liquidation damages may be enhanced to RS 500/=(Rupees five hundred only) per day for each day of default. The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under the regulations, the decision of Engineer-in-charge in this respect shall be final and binding.
- 25.10 The contractor shall at his own expense with or cause to be complied with the provisions/rules provided for welfare and health of contract labour in the contract labour (regulations and abolition's) act and other relevant acts and rules framed thereunder or any other instruction issued by Corporation in this regard for the protection of health for making sanitary arrangements for workers employed directly or indirectly on the works, In case the contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.
- 25.11 The contractor shall at his own expense arrange for the safety provisions as laid down in safety manual of corporation as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor. But this will not absolve the contractor of his responsibility or other wise thereof.
- 25.12 failure to comply with provisions/rules made for welfare and health of contract labour" safety manual, or the provisions relating to report on accidents and grant of maternity benefit to female workers all the relevant acts/rules referred in **CLAUSE 25.5** above shall make contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs.500/-for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the inspecting officers as defined in the relevant acts and rules as referred in **CLAUSE 25.5** above shall be final and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury disability or death of any workmen in or about the work employed by the contractor either directly or through his sub- contractor, contractor shall at all times indemnify and save harmless the corporation against all claims, damages and compensations under the workmen compensation act.1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard, decree or order is passed against the contractor for recovery of any compensation under the workmen compensation act 1923 for any injury, disability or death of workmen by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the corporation towards fulfillment of the said decree, award or orders.
- 25.13 Provided always that the contractor shall have no right to demand payments/ claims whatsoever on account of the compliance with his obligations under this **CLAUSE** and labour regulations

CLAUSE 28: REMOVAL OF CONTRACTOR'S MEN.

The contractor shall employ on the execution of the work only such person as or skilled and experienced in their respective trades and the Engineer-In-Charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor on the execution of the work who, in the opinion of the Engineer-In-Charge mis- conducts himself or is in- competent or negligent in the proper performance of his duties . The contractor shall forth- with comply with such instructions and such person shall not be again employed upon the works with- out permission of the Engineer-In-Charge. Any dispute between the contractor and its employeed labour/workers/employees shall be the prerogative of the contractor only. JKPDC has no liability in this regard.

CLAUSE 29: FORCE MAJEURE.

- 29.1 The term “ force majeure shall herein mean riots (other than by the contractors employees), civil commotion (to the extent not insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war rebellion, revolution, insurrection military or usurped power, damage from aircrafts, nuclear fission, acts of God, such as earth- quake (above seven magnitude on Richter scale, lightning, unprecedented floods, fire not caused by the contractor negligence and other such causes over which the contractor has no control and are expected as such by the Engineer-In-Charge who’s decision shall be final and binding. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which such force majeure causes last, provided the party alleging that it has been rendered unable aforesaid there by shall notify within ten days alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cases.
- 29.2 On the occurrence of force majeure the liability of either party shall be dealt with in accordance with the provisions of the **sub CLAUSE 31.2**.
- 29.3 Should there be request for extension of time arising out of force majeure the same shall be considered in accordance with **CLAUSE 37**.

CLAUSE 30: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTION AND RECTIFICATION THERE OF.

- 30.1 If the contractor or his labour or sub contractor injure destroy or damage fence enclosures, water pipe, cables ,Equipments and structures , building, drain, electricity or telephone wires, in the area in which they may be working or in the areas continues to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work the contractor shall on receipt of notice in writing in that behalf from the Engineer-In-Charge, make the same good at his costs.
- 30.2 If it appears to the Engineer-In-Charge or his representative at any time, during Maintenance or prior to the expiry of the defects liability period as specified in schedule that any work has been executed with un- sound, imperfect or unskilled workmanship or that any material or article provided by the contractor for execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, or that any defect shrinkage or other defaulters found in the work arising out of defective or improper materials or workmanship, the contractor shall upon receipt of notice in writing in that behalf from the Engineer-In-Charge or representative, forthwith rectify or remove and re-do the work so specified in whole or in part, as the case may be, and /or remove the materials / articles so specified and provide other proper and suitable materials at his expense.

CLAUSE 31: CONTRACTORS LIABILITY AND INSURANCE

- 31.1 From commencement to completion of the works as a whole the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Corporation plant equipment and material (hired or issued to the contractor) shall be in good order and condition and in conformity in every respect with the requirements of the contract and instruction of the Engineer-In-Charge/ representative.
- 31.2 Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of force majeure to the works or any part thereof or to any material or article at site but not incorporated in the works or to any persons or any- thing or material what so ever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims or compensations of the third party also. ii) Provided, however in an eventuality as mentioned in sub CLAUSE 31.2 (I) above , the following provision shall also have effect.
- a) The contractor shall as may be directed in writing by the Engineer-In-Charge with the erection & completion of the work under and in accordance with the provision and condition of the contract. And
- b) The contractor shall, as may be directed in writing by the Engineer-in-charge re executes the work lost or damaged, remove from the site any debris and so much of the work as shall have been damaged and carry the corporation’s store. The cost of such re-execution of the works, removal of damaged works and carrying of corporation’s store shall be ascertained in the same manner, as for deviations and this shall be added to the contract sum.
- Provided always that the contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on this art to perform obligation under the contract or not taking precaution to prevent loss or damage or minimize the amount of such loss or damage. Final assessment of loss or damage shall be decided by the Engineer-In-Charge and decision shall be final and binding.
- 32.1 The contractor shall indemnify the Corporation against all losses and claims for death, injuries or damages to any person or any property what so ever which may arise out of or in consequence of the construction

maintenance of work during the contract period and also against all claims, demands proceedings damages and expenses what so ever in respect of or interrelation thereto, and such liabilities shall include claims /compensations of the third party.

- 32.2a) before commencing execution of the work the contractor shall without in any way limiting his obligations and responsibilities under this concision any damage loss or injury which may occur to any property (excluding that of the Corporation but including the corporation building rented by the contractor wholly or in part and any part of which is used by him for storing (combustible materials) public liability arising out of carrying out of the contract. For this purpose, the contractor shall take out pay all costs and maintain through out the period of his contract, public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less then Rs. 2,00,000 for one person and Rs. 5,00,000 for each accident
 - ii) Property liability limits for each accident not less then RS. 5,00,000.
 - b) The contractor shall prove to the Engineer-In-Charge from time to time that he has taken out all the insurance polices referred to above and has paid the necessary premiums for keeping the polices alive till expiry of defects liability period.
 - c) The contractor shall ensure that similar insurance policies are taken out by sub contractor (if any and shall be responsible for any claims or losses to the corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub contractor (if any) as the case may be, the relevant policy or policies and premium receipt as and when required by the Engineer-In-Charge.
- 32.3 If the contractor and / or his sub contractor(if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he / they may be required to effect under the terms of the contract then and in any such case the Corporation may, without being bound to effect to keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.
- 32.4 The contractor shall at his own expenses arrange for the safety provisions laid down in safety manual of the Corporation in respect of the work covered under this contract. In case, the contractor fails to comply with the provision of the safety manual the Engineer-In-Charge shall be entitled to and make the necessary arrangements at the risk and the cost of the contractor. This, will, however not absolve the contractor of his overall responsibility to execute the work under the contract.

CLAUSE 33 SUSPENSION OF WORK

- 33.1 The contractor shall on the order of the Engineer-In-Charge suspend the progress of the works or any part thereof for such time to time and in such manner as the Engineer-In-Charge may consider necessary and shall during such suspension properly protect and insure the works so for as is necessary in the opinion of the Engineer-In-Charge if such suspension is.
- a) Provided for in the contract, or
 - b) Necessary for the proper execution of the work or by reason of work or by reason what so ever condition or by some default on the part of the contractor, or
 - c) Necessary for safety of the works or any part thereof. The contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of work, but in the event of any suspension ordered by the Engineer-In-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days the contractor shall be entitled to such extension of time for completion of the work as the Engineer-In-Charge may consider proper having regard to the period or periods of such suspensions and of such compensation as the Engineer-In-Charge may consider reasonable in respect of salaries of wages paid by the contractor to his employee during the period or such suspension.
- 33.2 If the progress of the work or any part thereof is suspended on the order of Engineer-In-Charge for more than 3 months at a time the contractor may serve a written notice on the Engineer-In-Charge requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard of which progress is suspended and if such permission is not granted within that time the contractor by a further notice so served may (but it is not bound to) elect to treat the suspension where it affects part only of the works and as commission of such part or where it effects the whole of the work as an abandonment of the contract by the corporation.

CLAUSE 34: FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION SCOPE OF WORK.

If at any time after acceptance of the tender the corporation decides to abandon or reduce the scope of the works for reason what so ever and hence does not require the whole or any part of the works to be carried out, the chief engineer/Engineer-In-Charge shall give notice in writing to that effect to the contractor and the contractor

shall have no claim to any payment of compensation or other wise what so ever , on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the force closures of the whole or part of the works.

34.1 The contractor shall, if required by the Engineer-In Charge furnish to him books of accounts, wage books ,time sheets, monthly consumption statement of consumables and spares etc. duly certified by the representative/site in-charge and other relevant as may be necessary to enable him to certify the reasonable amount payable under this condition.

CLAUSE 35: TERMINATION OF CONTRACT ON DEATH.

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the contractor is a partnership concern and one of the partner dies then unless the Engineer-In Charge is satisfied that the legal representative of the individual contractor or of the proprietary concern and I n the case of partnership, the surviving partner is capable of carrying out and completing the contract, the Chief Engineer shall be entitled to terminate the contract as to its incomplete part without the calculation being in any way liable to payment any compensation what so ever or any account to the estate of the deceased contractor and / or to the surviving partners of the contractors firm on account of termination of the contract. The decision of Chief Engineer that the representative of the deceased contractor the surviving partners of the contractors firm cannot carry out and complete the work under the contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased contractor and / or the surviving partners of the contractors firm liable for damage for not completing the contract. Provided that the powers of the Engineer-In Charge of such termination of the contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

CLAUSE 36: DEFAULT BY THE CONTRACTOR AND TERMINATION CONTRACT IN FULL OR IN PART.

36.1 If the contractor:

- i) Commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him on that behalf by the Engineer-In Charge ; or
- ii) Fails to complete the works or any items of works within the time specified in schedule or any extended time under the contract and does not complete the works or any item of works within the period specified in a notice given in the writing in that behalf by the Engineer-In Charge; or
- iii) Shall offer or give or agree to give to any person in corporation service or to any other person on his behalf any gift or consideration of kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation.; or
- iv) Shall obtain a contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- v) Being an individual, or if a firm any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefits of his creditors or purport as to do or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- vi) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs for a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall arise which entitled the court or debenture holders to appoint a receiver on manager; or
- vii) Shall suffer an execution in an execution being levied on his goods.
- viii) Assigns, transfers, sublets (in engagement of labour on a piece -work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Engineer-In Charge, the Chief Engineer shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy it shall have accrued or shall accrue of which cancellation notice in writing to the contractor under the hand of the Chief Engineer shall be conclusive evidence.

- 36.2 The Engineer-In Charge shall on such termination of the contract have powers (i) to take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, enabling and ancillary works and also to take materials, constructional plant equipment, implements, stores, structures etc. thereon. The Engineer-In Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor.
- 36.3 on termination of the contract in full or in part, the Engineer-In Charge may direct that a part of whole of such plant equipment and materials, structures be removed from the site of the work as well as from the land / premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period. If the contractor shall fail to do so within the period specified in a notice in writing by the Engineer-In Charge, the Engineer-In Charge may cause them to be sold holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amount under the contract.
- 36.4 If the expenses incurred or to be incurred by the corporation for carrying out and completing the incomplete work or part of the same as certified by the Engineer-In Charge are in excess of the value of the work credit / to the contractor the difference be paid by the contractor to the corporation. If the contractor fails to pay such amount as aforesaid within 30 days of receipt of notice in writing from the Engineer-In Charge, the Engineer in Charge shall be empowered to recover such amount from any sum due to the contractor or any account under this or any other contract or from his security deposit or otherwise.
- 36.5 Also the Engineer-In Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, equipment, implements temporary buildings / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter there may remain any balance out standing from the contractor, the Engineer-In Charge shall have powers to recover the same in accordance with the provisions of the contract.
- 36.6 All decisions / actions of the Engineer-In Charge under this CLAUSE, as aforesaid shall be conclusive and binding on the contractor.

CLAUSE 37 COMPLETION TIME AND EXTENSION

- 37.1 Time allowed for execution of the work as specified in schedule or the extended time, if any, in accordance with these conditions shall be essence of the contract.
- 37.2 However, if the work is delayed on account of
- (i) Suspension of work per CLAUSE 33 or
 - (ii) Rebuilding of work or
 - (iii) Force majeure or
 - (iv) Any other cause which is, in absolute discretion of the Engineer-In Charge is beyond the contractors control.
- Then immediately upon the happening of any such event as aforesaid the contractor shall inform the Engineer-In Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The contractor shall also request, in writing, for extension of time to which he may consider himself eligible under the contract, within 14 days of the date of happening of any such events as indicated above without reflecting any additional financial component.
- 37.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-In Charge may give a fair and reasonable extension of time without any financial implication, after taking into consideration the nature of the work delayed and practicability of its executions during the period of extension. Provided in the event of non receipt of a request for such extensions from the contractor for reason what so ever the Engineer-In Charge may at his sole discretion and with due regard to the event grant, fair and reasonable extension of time suo-moto. Such extension, if admissible shall be communicated to the contractor by the engineer-in-charge in writing within one month of the date of receipt of such request within one month of the occurrence of the event, but in any case before expiry of the contract period.

CLAUSE 38: COMPENSATION FOR DELAY.

38.1 If the contractor fails to complete all items of work and fails to comply with the clause completion time, the contractor shall pay delay damages to the owner for this default, the delay damages shall be at the rate of 1% per week subject to maximum of 10% of the per year contract value of that particular work. These damages shall not relieve the contractor from his obligations to complete the assignment or from other responsibilities, which he may have under the contract.

CLAUSE 39: INSPECTION AND APPROVAL.

39.1 All works in embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-In Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-In Charge shall be entitled to appraise the quality extent thereof and the decision of the Engineer-In Charge in this regard shall be final and binding.

39.2 No work shall be covered or put out of view without the approval of the Engineer-In Charge or his authorized representative and the contractor shall afford full opportunity for examination before maintenance work is placed thereon. The contractor shall have due notice to the Engineer-In Charge or his authorized representative whenever any such work is ready for examination and the Engineer-In Charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advise the contractor accordingly, examine and measure such work. In the event of the failure of the contractor to give such notice, he shall, if required by the Engineer-In Charge uncover such work at the contractors expenses.

39.3 The Engineer-In Charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall have such facilities as may be required for such inspection examination.

39.4 The contractor shall uncover any part of works and/or mark opening in or through the same as the Engineer-In-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-In Charge. If any such part has been covered up out of view after being approved by the site engineer and is subsequently found, on uncovering to be executed in accordance with the contract, the expense of uncovering and / or making openings in or through, reinstating and making good the same, shall be borne by the contractor.

CLAUSE 40: COMPLETION CERTIFICATE.

40.1 The work shall be completed to the entire satisfaction of the Engineer-In Charge or authorized representatives and in accordance with the time mentioned in schedule and terms and conditions mentioned in CLAUSE 37. As soon as the work under the contract is completed as a whole the contractor shall give notice of such completion to the Engineer-In Charge, the Engineer-In Charge within 30 days of receipt of such notice, shall inspect the work and shall satisfy himself that the works have been completed in accordance with the provisions of the contract and then issue to the contractor a certificate of completion indicating the date of completion; should the Engineer-In Charge noticed that there are defects in works or the works are not considered to be complete, he shall issue a notice in writing to the contractor to certify / replace such defective work or any part thereof or complete the work as the case may be with in such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-In Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

40.2 No certificate of completion shall be issued as stipulated under 40.1 above or work shall be considered to be completed unless the contractor shall have removed from the work site and / or premises all his belongings / temporary arrangements brought/ made by him for the purpose of the work and clean the site and / or premises in all respects and made the whole of the site and / or premises fit for immediate occupation/ use to the satisfaction of the Engineer-In Charge. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the works the Engineer-In Charge, may, as he thinks fit and at the risk and cost of the contractor, fulfill such requirements and remove / dispose of the contractor's belongings / temporary arrangements as aforesaid, and the contractor shall have no claim in this respect except for any sum realized by the sale of the contractors belongings / temporary arrangements less the cost of fulfilling the said requirement and any other amount realized by sale of such belongings /temporary arrangements than the contractor shall on demand, pay the amount of such access expenditure.

CLAUSE 41: DEFECTS LIABILITY PERIOD.

The Defect Liability Period for Annual Maintenance of any unit shall be 12 months from the date of handing over the unit back after the Annual maintenance is carried out successfully. If any defect appears or damage occurs during the defect liability period, the Engineer-in-Charge shall forthwith notify the Contractor thereof. However, delay or failure of the Engineer-in-Charge in notifying shall not relieve the Contractor from his liability for

remedying the defects at his own cost. Upon the receipt of such notice the Contractor shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects liability Period and which arises from either;

(a) any defective materials, workmanship or design, or (b) any act or omission of the Contractor during the Defects Liability Period.

The Contractor shall make good the defect or damage as soon as practicable but not later than 20 days and at his own cost.

CLAUSE 42: MEASUREMENTS.

Payments shall be made against BOQ on pro rata basis and as per actual measurements, spares/consumables supplied as may be certified by Engineer Incharge or his representative at site.

CLAUSE 43: PAYMENTS ON ACCOUNT.

- a) Monthly progressive payment equally distributed for 24 months as admissible against progress of work shall be released after ascertaining the monthly progress of work including supply/consumption of material.
- b) Payment on account of manpower, consumables & T&P shall be made as per the actual consumption at the site of work duly verified by the site engineer. However Engineer-in-charge shall have the full powers to get the same re verified to his satisfaction and the decision of engineer-in-charge will be final and binding on the contractor. Moreover the deductions for not supplying the particular spare/consumable will be as per prevalent market rate of that particular item which shall be binding on the contractor.

The payment terms shall remain in vogue for a period of 2 years of contract.

CLAUSE 44: TAXES DUTIES AND LEVIES ETC.

44.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes (GST etc.), duties, levies etc. along with any increase thereon.

CLAUSE 45: LAWS GOVERNING THE CONTRACT

The contract shall be construed and interoperated in accordance with and governed by laws as are in force for the time being and applicable in the union Territory of J&K including rules & regulations made there under.

CLAUSE 46: DOCUMENTATION

A proper work register is to be maintained by the contractor properly checked and signed by concerned officers of JKPDC wherein all the works executed and utilization of consumables/spares shall be recorded for official purpose.

CLAUSE 47: EMERGENCY

Engineer-in-charge shall reserve the right to utilize the complete or partial manpower (alongwith tools and tackles) of firm for tackling any emergency situations or any eventuality/faults that needs immediate attention in Power House, Yard, Gate sites etc. for which no extra payment shall be charged by the firm.

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Executive Engineer
Generation Division USHP-II
Kangan

C. SPECIAL CONDITION OF CONTRACT

These special conditions of contract shall be read and construed along with the general conditions of contract. In case of any conflict or inconsistency between these Special Conditions and annexed General Condition of Contract, provisions of special Conditions herein shall prevail.

1. Rates and Taxes

Rates quoted should be firm and final inclusive of all charges, duties, taxes(GST), etc. to be paid by the firm on the material, being brought to site and cost of all labours, supervisors, experts, labour license, EPF, insurance or any other statutory charges required to be paid for the purpose of job. Any variations in these rates during the tenure of the contract shall be absorbed by the contractor.

2. Deductions

Income tax, Service tax and works contract tax or any other statutory deductions as per Govt. of India and as per orders of J&K Govt., as applicable, will be made.

3. Security Deposit for Performance:

10% of work Contract valid for three years from the date of handing over of first machine to be decided by Engineer-In-charge after proper letter of award.

4. Minimum Wages

The contractor shall not pay less than minimum wages to the employees engaged on the work in accordance with the notified minimum wages. In case the statutory minimum wages are modified by the Government Notification, the contractor will pay modified wages to the employees.

5. EPF and Statutory Regulations

The contractor shall observe all labour laws and shall abide by all the statutory rules and regulation of Govt. of India and Govt. of J&K. All such expenses / payments required to be made to follow such statutory regulations shall be made by the contractor only. The contractor shall be responsible for the EPF and other statutory liabilities towards his employees as per laws. The Contractor shall also comply with the rules and regulations provided in the J&K EPF Act. Before release of payment to the contractor by the corporation for the work done under the contract, the contractor shall be required to furnish requisite evidence towards remittance of the EPF towards employee's as well as employer's contribution with RPF, Jammu for the manpower engaged by him under the contract. The final bill of the contractor shall be paid only on submission of receipt / proof of such remittance of EPF.

6. Penalty:

a. If the contractor fails to comply with the clause of completion time of annual maintenance, the contractor shall pay delay damages to the owner for this default, the delay damages shall be at the rate of 1% per week subject to maximum of 10% of the total value of annual maintenance of that particular machine. These damages shall not relieve the contractor from his obligations to complete the assignment or from other responsibilities, which he may have under the contract.

7. Accommodation for Manpower

No accommodation for the manpower deployed by the Contractor on the said work shall be provided by the JKPDC. The Contractor shall have to arrange for the same at its own cost.

8. Engineer I/C: Executive Engineer, Gen. Div. USHP-II Kangan.

9. Paying Authority: Chief pay & Accounts officer PDC Kangan.

10. Inspection / Testing:

Any discrepancy if pointed out by inspector or Engineer I/C should be rectified immediately before going ahead. Complete work shall otherwise be open for inspection by any technical officer of JKPDC round the clock. However, instructions shall be given only through Engineer I/C of the work. Quantity & Quality of various items to be arranged by the contractor are given in separate annexure. However inspection & acceptance of the work will not absolve the contractor's responsibility for quality work and satisfactory operation of the units.

11. Insurance:

All Insurance Risks which may occur during the currency of the Contract in respect of the Work Undertaken including complete Insurance of all men and material covering Comprehensive Workmen Compensation Policy and as per GCC Clause No. 32 shall be the total responsibility of the contractor. JKPDC will not be liable for any such expenditure.

12. Expert / Skilled man power

Being a specialized job, which requires proper experience & Technical skills, the contractor, should be equipped with sufficient skilled man power. The contractor shall arrange requisite manpower having sufficient knowledge / skills required for the execution of specified work to the entire satisfaction of Engineer in charge. Any dispute between the contractor/Firm and its employees/ workers shall be taken up by the contractor/ firm only, JKPDC shall not be held responsible in this dispute.

A list of such skilled personnel along with their qualification and experience should be attached with 'Technical Bid'.

17. Site stores, accommodation and security etc:

The contractor shall have to make his own arrangement for site store, accommodation of its employees or any other space required by him for implementing this contract. Facility of free electricity and water will also be extended in case of Annual Maintenance works. However, any infrastructure required to be raised for electricity and water shall be borne by the contractor/firm. Safety and security of men and material belonging to the contractor shall be his own responsibility.

18. Transportation:

Transportation of men and material of the contractor shall be arranged by the contractor himself at his own cost. Nothing extra will be paid by JKPDC on this account.

19. Mobilization/ Demobilization:

Mobilization time of 15 days only is allowed from the date letter of intent (LOI) is issued in favour of the contractor. The contractor shall have to mobilize the workforce along with required material so as to ensure starting of the work as per the schedule. Demobilization of the men & material of the contractor should be carried out immediately after completion of work.

20. Period for execution of work.

(a) Annual Maintenance of Electro Mechanical Equipment --- 90 days (Average 30 days for each unit during lean discharge period).

21. Subletting: The bidder should be capable of carrying out the complete composite package independently.

22. Variation/deviation in quantities:

The Quantities in the BOQs are tentative and are subject to change and the rates shall be applicable for the changed BOQ as well.

23. Arbitration:

The arbitration shall be as per J&K arbitration and cancellation act. The courts of J&K shall have exclusive jurisdiction in respect of all matters arising out of contract and which may arise at any time.

24. Disclosure regarding blacklisting / debarment and status of litigation:

The bidder must furnish its full Arbitration & Litigation history with all supporting documents along with present status thereof. The intending bidders who have been blacklisted/ debarred by Government of India or any Department / Undertaking thereof, any State Government or any Department/ Undertaking thereof or any national/ international multilateral infra structure financing/ funding institutions like ADB, WORLD BANK etc are not eligible to participate in bidding in case the debarment is in force and effective on the date of submission of the bid. In case the bidder has been debarred after the bid submission date and if the debarment is in force and effective on the date of award of the contract, the bidder shall be deemed to be disqualified for award of the contract.

25. Disputes:

JKPDC shall not be responsible in any dispute that shall arise between the contractor/Firm and its employees/workers.

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SCOPE OF WORK

ROUTINE MAINTENANCE OF ELECTRO MECHANICAL/ HYDROMECHANICAL EQUIPMENT

DETAILED SCOPE OF WORK: The work to be executed in professional manner, strictly in accordance to the standard specification, manual prescribed by the OEM / standard procedure to the satisfaction of Engineer- In-Charge. The scope of work includes (but not limited to):-

S.No.	Description	Quantity
ELECTROMECHANICAL COMPONENT (Turbine, MIV, Governor System, Dewatering system and allied equipment.)		
1.	<p>Replacement of worn out cup seals of servomotors of governing system including re-adjustment of various settings.</p> <p>Replacement of worn out seals of servomotors of MIV system including re-adjustment of various settings .</p> <p>Dismantling of 100 h.p pump assembly of dewatering motor including repairing of vertical turbine, reassembling of all dismantled parts and testing there of. Including replacement of bearings and lubrication.</p> <p>Dismantling of 40 h.p pump assembly of dewatering motor for complete inspection, repair, checking, reassembling of all dismantled parts and testing there of. Including replacement of bearings.</p> <p>Rewinding of 100 h.p, 3-phase, 415V induction motor including dismantling, carriage, reinstallation and testing.</p> <p>Rewinding of 40 h.p, 3-phase, 415V induction motor including dismantling, carriage, reinstallation and testing.</p> <p>Rewinding of 20 h.p, 3-phase, 415V induction motor including dismantling, carriage, reinstallation and testing.</p> <p>Rewinding of 02 h.p, 3-phase, 415V induction motor including dismantling, carriage, reinstallation and testing.</p> <p>Repairing/overhauling of pump assembly of 02 h.p, 3-phase, 415V induction motor meant for oil leakage units including dismantling, carriage, reinstallation and testing.</p> <p>Overhauling/repairing of 1 no. non-return valve of pressurizing units including replacement of worn-out seals.</p> <p>Re-conditioning of 1 no. idler valve including replacement of springs and worn-out parts.</p> <p>Replacement of coupling along with coupling bushes/bolts of 1 no. 210 LPM, 20 h.p screw type oil pump assembly of oil pressurizing UNIT</p> <p>Repairing/overhauling of 210 LPM screw type oil pump assembly of 20 h.p, 3-phase induction motor.</p> <p>Replacement of fan belts of ELGI air compressor including bearings.</p> <p>Overhauling of high pressure ELGI Air compressor with replacement of piston with rings/crank assembly including dismantling, reassembling and testing which also include the material.</p> <p>Replacement of bearing of 100/40 h.p VT motor-pump set of dewatering system including reinstallation, testing and commissioning</p> <p>Replacement of bearing of oil pressurizing motor-pump set</p> <p>Replacement of 1 no. share pin of turbine guide vane</p> <p>Replacement of feedback mechanism rope including various settings of governing system.</p> <p>Replacement of oil piston ring set of PRV including settings and adjustments.</p> <p>Cleaning/removing of accumulated dirt and dust from all installations associated with Turbine and governing system of power house all floors</p> <p>Rewinding of single phase 0.5 h.p induction motor including dismantling, testing and commissioning.</p> <p>Lubrication of Dewatering motors ,Air compressor and other allied equipment's</p> <p>Addressing any leaks, faults etc.</p>	01 job

Water Cooling System		
02.	<p>Checking and inspection of condition of gland packing of pumps for any air leakage with rectification if needed.</p> <p>Checking and inspection of water cooling pipelines and cleaning them</p> <p>Checking for proper lubrication of all rotating parts of pump-motor assembly</p> <p>Flushing out duplex strainer baskets</p> <p>Proper lubrication the handle condition of gland packing of valves</p> <p>Checking and cleaning of foot valves</p> <p>Checking for any leakage in pipe lines .suction and delivery safety valves .</p> <p>Tightening of mounting bolts and other fasteners ,operational noise and vibration.</p>	01 job
External Oil Cooling system.		
03.	<p>Checking and inspection of condition of gland packing of pumps for any oil leakage with corrective measures if needed .</p> <p>Checking and inspection of oil cooling pipelines and cleaning them</p> <p>Checking for proper lubrication of all rotating parts of pump-motor assembly</p> <p>Flushing out coolers</p> <p>Proper lubrication the handle condition of gland packing of valves</p> <p>Checking and cleaning of oil filters</p> <p>Checking for any leakage in pipe lines .suction and delivery safety valves .</p> <p>Checking the bearing temperature of pump-motor set and condition of glands</p> <p>Checking condition of D.C. Motor set including healthiness of DC system</p> <p>Cleaning of EOC floor from Oil seepage,dirtetc</p>	01 job
Generator Section		
04.	<p>Checking the lighting condition inside generator barrel and rectifying if faulty</p> <p>Checking the Ta welding of balancing weights on rotor fan assembly ,slip rings and brush rocker assembly and correct if needed</p> <p>Checking and measuring of IR values of Rotor through slip rings before and after cleaning of slip rings.</p> <p>External inspection of Current Carrying Lead,Busbars,Bar terminals Block panels etc.</p> <p>Checking brush wear and spring tension .</p> <p>Cleaning / Grinding the brush rockers brushes.slip rings and surroundings areas.</p> <p>Checking and maintaining of distance of brush holders from slip ring and brush holder spitting</p> <p>Checking of generator air coolers ,tubes and valves for any malfunctioning with remedial measures if needed.</p> <p>Cleaning the H.S. Lubrication and cleaning in kerosene gasoline , non -return valves and making necessary setting for any air flow .</p> <p>Checking of condition of baffle plates.</p>	01 job
250 KVA D.G set / 125 KVA D.G.set		
05.	<p>Routine checking of DG set, M-oil level, Battery connections, application of jelly etc.</p> <p>Cleaning and overhauling of Duplex strainers and foot valves of 60 HP irrigation pump-motor assembly.</p>	01 job
GENERATOR TRANSFORMER		

06.	<p>Verification of Oil Level at tank, conservator, bushings and thermometer pockets, verification of venting device, checking of earthing connections, checking of breathing devices(silica gel status), verification of HV star point neutral grounding connection, Verification of IR and PI.</p> <p>Checking and cleaning of dust and grease from X-mer body, accessible bushing and accessories</p> <p>Checking of all nuts & bolts. Replace all gaskets with the new ones, if required. Cleaning of transformer coolers and water pipes of the coolers. Checking of oil and cooling water flow indicators and its alarm/trip setting. cleaning/tightening of conductor clamps of LV & neutral bushing. Taking of IR between LV&HV winding and between LV,HV and ground & neutral earthing. Checking of electric connection fuses links. Checking and repairing if any leaks on the transformer, cooling pipes and heat exchanger. Checking of oil circulating pumps for proper operation and their cleaning. Checking of Buchholz relay for mechanical inspection. Inspection and calibration of oil & winding temperature indicator alongwith replacement of TSDs and RTDs if faulty. General inspection and cleaning of the system. Topping up and dehydration of all the power transformer banks</p>	01 job
EXCITATION SYSTEM		
07.	<p>Remove dust and dirt from cabinets and electrical components. Inspect excitation transformer thoroughly. Repair foundation bolts of exciter fan if found loose or broken. Check cooling fan motor lubrication. Tight all connections in field breaker cubicles. Inspect field circuit breaker contacts, arc chutes etc. Inspect wiring for wear and burns or melted wire insulation. Inspect contacts on open contactors and relays. Discoloration and rough contact surfaces are normal</p> <p>Check operation of all relays, contactors, breakers inspect contacts, check operation of all firing alarm and protection circuits. Clean thyristor bridges. Replace inlet air filters and if found dirty clean it. Tightness of all connections and bolted joints. Tightening cables connecting slip rings and field winding. General inspection and cleaning of the system and replacement of excitation filters. Repairs/ Replacements of defective items, if required.</p>	01 job
EXCITATION TRANSFORMER		
08.	<p>Remove dirt/dust especially accumulation on insulating surfaces/cabin or those which tend to restrict air flow. Clean up of winding, lead supports tap changing connections etc. Perform a visual inspection of coils, wiring and monitoring equipment. Check all temperature supervision equipment, if present. Check all temperature supervision equipment circuits</p> <p>Measure IR between HV, LV coils & core and between HV & LV coils. Check the tightness of power circuit connections. Visual inspection inside the terminal box to find out any abnormality like rust, corrosion, condensation, sparking. Tightness of the connections, vacuum & CRC cleaning. General inspection and cleaning of the system</p>	01 job
CURRENT COLLECTION SYSTEM		
09.	<p>Replace brushes and brush gear fixing bolts if needed. Cleaning of the collector system. Check the slip rings for excessive run-out, wear, scratches or other abnormal conditions. Clean for excessive amounts of carbon debris or other contaminants. Check brush force and freedom of brush movement in the brush holder. Measure brush length, replace if required.</p> <p>Measure the clearances between the carbon brush and the slip rings. General inspection and cleaning of the system. Replacement of Slip rings, holders, brushes if found required. Specific pressure of the brushes on slip rings should be 150-200 gm/cm². Checking for polarity contacts for both of the rings.</p>	01 job
BATTERY BANK & CHARGER		

10.	<p>Measurement of cells voltage and specific gravity of each battery cell and top up of battery cells with distilled water /electrolyte if required. Checking of battery fuse box, tightening of connections and cleaning with CRC. Cleaning of Battery Charger with insulating brush and vacuum cleaner. Testing of float and boost chargers. Tightening of all the inter cell connectors. Application of petroleum jelly /Vaseline grease at battery bank.</p> <p>Tightening of all internal control wiring joints, power circuit joints and jumper connections. Tightening of earthing connections. Repair/replace of door locks, hinges if needed etc. Inspection and testing for zero grounding of batteries/ DC system</p>	01 job
PROTECTION PANEL		
11.	<p>Checking of all indications on the panel. Cleaning of all dirt & dust, general cleaning of panel. Tightening of all electrical connections for looseness or chopped wiring & tighten all connection and Terminal Boxes. Inspecting all mounted components for signs of overheating & if found then rectify or replaces the same. Inspect & clean relays, contactors, switches, CB'S, etc for proper operations for any physical damage, replace if required.</p> <p>Testing of all Electromechanical relays. Clean & inspect every component electronic cards, relays etc. Testing all alarm / trip circuits by simulating the fault conditions. Checking of DC supply to the panels. General inspection, checking and keeping the protection system healthy. Repair/Replace the defective items for keeping the system intact.</p>	01 job
BUS DUCT:		
12.	<p>Complete cleaning and removal of dust from bus duct and associated panels. Checking of Surge arrestor and surge diverter within the panels. Checking IR values for the same. Checking & cleaning of earth & other contacts. Changing/Removal of surge protectors, if found necessary</p>	01 job
Switchyard and 3.15 MVA 33/11 KV Receiving Station		
13.	<p>Checking and inspection of 11 KV and 33 KV switchgear and control and relay panels for any abnormal sound and remedial measures if needed.</p> <p>Cleaning and greasing of all rotating parts of switch gear.</p> <p>Tightening of any loose clamp and bus bar in the 33 KV outdoor yard and checking of any oil leakages in Power transformer ,MOCB, C.T. and P.T. and their earthing connections.</p> <p>Carrying out topping of C.Ts and P.T s along with improvement of 132KV isolator.</p> <p>Checking of earth resistivity of outdoor yard and resistance of earthing mat .</p> <p>Survey and necessary repairs of 11 KV lines for any damage of poles, insulators, discs, cross-arm, Jumpers etc.</p> <p>Survey and necessary repairs of gate operating substations for any damage to distribution transforme,11 KV lin set, L.A. set, drop out /fuse set /wooden bed/cable</p> <p>Minor branch and bushing cutting all along 37 kms of 11 KV feeders.</p> <p>Providing and refilling of SF6 gas for 132KVswitchgear in the outdoor yard</p> <p>Maintainance of security/street lights of yard along with power house.</p>	01 job
AC & DC BOARD (LT Panels):		
14.	<p>Cleaning of panels inside & outside, removal of dust after drawing out all breakers (Main & aux.) and contactor operation. Applying Vaseline grease on all isolating, fixed and moving contacts. Tightening of all internal control wiring joints, power circuit joints and jumper connections.</p> <p>Checking of earthing connections, door locks and hinges. Checking of inter locking circuits & relays. General inspection and cleaning of the system/ Replacing of the items for smooth operation of LT panels</p>	01 job
PENSTOCK		

15	Prevention of leakage. Maintenance and tightening of bolts at Expansion joints. Greasing of expansion joint and rockers for free movement of rollicking parts and transmission of stresses. Check the actual condition of each joint concerning leakage, tightening conditions etc so that steel penstock can smoothly expanded and contracted. Maintenance of supporting part Prevention of vibration, if found any then rectification may be ascertained. Checking the interior of penstock. Measurement of shell thickness. Cleaning of penstock saddle and upper tubes with vim and cotton. Replacement of asbestos packing in the expansion joint, if required.	01 job
FIRE-FIGHTING SYSTEM		
16	Thorough inspection and necessary maintenance of complete fire fighting system as per OEM guidelines with refilling of CO2 gas.	01 job
AVR & UAT		
17.	Inspection of stabilizers for oil condition, oil level, cooling system, necessary protection and hence undertake necessary maintenance as per operational manual, Remove dirt/dust especially accumulation on insulating surfaces or those which tend to restrict air flow. Clean up of winding, lead supports tap changing connections etc. Perform a visual inspection of coils, wiring and monitoring equipment. Check all temperature supervision equipment. Check all temperature supervision equipment circuits. Measure IR between HV, LV windings & core and between HV & LV windings. Check the tightness of power circuit connections. Visual inspection inside the terminal box to find out any abnormality like rust, corrosion, condensation, sparking. Tightness of the connections, vacuum & CRC cleaning. General inspection and cleaning of the system. Repair/replace the defective items wherever required for the hassle free operation.	01 job
Gates & Gearings (Hydromechanical)		
18.	Lubrication as per guidelines for all gates. Weekly visits to gate sites for inspection of all components thoroughly and rectifying the issues timely. Replacement /Repair of damaged pulleys and rollers of gates Replacement of electrical items in the control panels like switches, starters, MCBs, cables etc if damaged Replacement of wire ropes for the gates where there is more wear & Tear in order to avoid breakdown. Maintenance of lighting system of gate sites. Painting of guage plates. Removing trash, debris from Forebay Trash racks during shutdown of canals. Rewinding/Repairs to 5 HP motors in case of any damage along with couplings. Addressing any fault for CCTV camera meant to show Forebay water level with Power House. Arrangement of vehicle for executing RMC at various sites. Addressing any faults on emergency basis of gates during routine operation	01 job
Miscllaneous		
19	General cleaning of Power House on daily basis. Collection of garbage, waste and disposing off far way from power house. Cleaning/dusting of panels inside control room. maintaining proper cleanliness in and around power house with housekeeping. Maintenance and cleaning of AEE offices.	01 job

Note: **Any missing or leftout work found necessary for execution of Routine Maintenance is deemed to be incorporated in the scope of work.**

Spares and consumables

The contractor is required to provide the following materials for routine maintenance over the period of two years.

S.No.	Particulars	Quantity (in Nos)	Unit
1.	White cotton cloth	100	Meter
2.	Old Sarees	400	Kg
3.	Cork sheet 6mm	4	sheet 6'x3'
4.	Cork sheet 3mm	4	sheet 6'x3'
5.	Cork sheet 1.5 mm	4	sheet 6'x3'
6.	Champion Gasket 4mm	20	Kg
7.	Champion gasket 2mm	20	Kg
8.	Champion gasket 1mm	20	Kg
9.	Aluminium Lugs 25,35,50,75,95,120,150 sq mm	20	No. each
10.	PVC tape	100	No.
11.	BGM Tape	50	No.
12.	Teflon tape	50	No.
13.	Hydrometer	2	No.
14.	SF6 Closing coil	10	No.
15.	SF6 Tripping coil	10	No.
16.	SF6 Gas for Circuit breaker	10	Kg
17.	Back up fuse 120A	2	No.
18.	PVC wire 1.0 sq mm	4	Roll
19.	PVC wire 1.5 sq mm	10	Roll
20.	PVC wire 2.5 sq mm	6	Roll
21.	PVC wire 4.0 sq mm	4	Roll
22.	PVC wire 6.0 sq mm	2	Roll
23.	LED 5 watt Bulb	10	No.
24.	LED 10 watt Bulb	10	No.
25.	LED 15 watt Bulb	10	No.
26.	LED 25 watt Bulb	10	No.
27.	LED 50 watt Bulb	10	No.
28.	Pendant Holder (Heavy)	10	No.
29.	4' LED Tube Rod (complete set)	3	No.
30.	HRC Fuses 2A,6A,10A,16A,20A,32A, 65A,80A,100A	05	No. each
31.	Power HexaBlade 24",18",12"	05	No. each
32.	Hexa Blade 12"	10	No.
33.	Welding electrode 3.5 mm Sundeeep	10	pkt.
34.	Welding electrode 4.0 mm Sundeeep	10	pkt.
35.	Holdite 500 gm	4	No.
36.	Lamp 100 watt	40	No.
37.	LPG Gas	10	cylinder
38.	White lead	4	Kg
39.	Oxygen gas	10	cylinder
40.	Neoprene Rubber Gasket 1.5,2,3,4,5,6mm	20	Kg each
41.	Emery Paper Smooth & Rough	100	sheet (10"x12")
42.	Cutting Blades 4", 14"	25	No. each
43.	Grinder Wheel 4", 6"	20	No. each
44.	Carbon Brushes	150	No.
45.	Carbon Brushes Holder	50	No.
46.	PP Rope	50	Kg
47.	Tripping Coil/ closing coil for 33KV CB with plungers	05	No. each
48.	Turbine Oil Servo 57	10	barrel (210 ltr)

49.	Grease MP	200	Kg
50.	MT Oil	200	Litre
51.	Brake Oil	50	Litre
52.	M Oil	200	Litre
53.	Antifreeze Coolant	100	Litre
54.	Diesel	200	Litre
55.	Petrol	200	Litre
56.	CRC 2-26 (400ml Bottle)	100	Bottle
57.	PVC Cable kit 1000 sq mm	05	No.
58.	Aluminium thimble 1000 sq mm	05	No.
59.	Wire Brush	10	No.
60.	Cardium Compound	01	barrel
61.	Pure Tin (Nausadan)	05	No.
62.	White metal	05	No.
63.	Nuts & Bolt with washer (off sizes)	50	No. each
64.	Asbestos cloth	20	kg
65.	Varnish	30	Litre
66.	Thinner	50	Litre
67.	Spirit	50	Litre
68.	Rustolene	12	Litre
69.	Socket 6A	20	No.
70.	Switch 6A	20	No.
71.	Socket 16A	20	No.
72.	Switches 16A	20	No.
73.	Break Coils for head works	10	No.
74.	Red Oxide Paint	10	Litre
75.	Heater Rods	10	boxes
76.	Cup seal for servomotors	20	No.
77.	Asbestos powder	20	Kg
78.	Araldite	10	Kg
79.	Mica Tape	10	roll
80.	Glass Tape	10	roll
81.	Cotton Tape	10	roll
82.	Petroleum jelly	10	Kg
83.	MS Stud with Nut 10mm	20	Kg
84.	MS Stud with Nut 8mm	20	Kg
85.	Brazing Rod (Cu)	2	Kg
86.	Disc Insulators 33KV	10	No.
87.	Push Type starter switches (63A) reputed make	05	No.
88.	MCCBs 63 A /16 A/ 20 A	04	No. each
89.	Reverse/ Forward switches for 5 HP motors	05	No.
90.	Side seal (32mm X 54 mm X 11mm thick)	20	mtr
91.	Top Seal (32mm X 54 mm X 11 mm thick)	20	mtr
92.	Stainless steel nuts & Bolts (allen key type) 12mm dia X 60mm long 12mm dia X 65mm long 12mm dia X 80 mm long	20	No. each
93.	Steel wire rope dia 22mm and 18mm, right hand wound galvanized fibre core strength 200Kg/sq.m USHA Martin Make	120	mtr each
94.	V- groove sheev pulleys 506mm dia & 460mm	03	No. each
95.	Woolen felt	50	mtr

96.	100 Amps MCCB	05	No.
97.	11 KV L.A.	2	sets
98.	M-Oil for DG set	100	ltr
99.	Oil filters for DG set	12	No.
100.	Red gel bactrol paint	5	ltr
101.	33 KV C.T. 200/100/50-5A	01	No.
102.	3.15 MVA transformers bushes with rods	06	No.
103.	11 KV Link sets 400 Amps	02	No.
104.	S.T. poles 9mt	3	No.
105.	0.5 /0.1 ACSR conductor	200	mtr
106.	11 Pin insulators with pins	05	No.
107.	RTD's / TSD's	15	No.
108.	Glandoori dry type 8mm/10 mm	20	kg
109.	Glandoori wet type 8mm / 10 mm	20	kg
110.	Coupling for 4.6hp circulation motors	2	set
111.	Shaft seal set	4	set
112.	Bearing of 100 hp dewatering motors(29324E,6311,6316,73228,7316,6316)	3	No.
113.	Cup seal of PRV	03	set
114.	PRV oil piston rings	03	set
115.	EOC coupling	3	no
116.	Cooling motor coupling	3	no
117.	EOC inlet / outlet Valves	4	no
118.	NRV for EOC pipe line	4	no
119.	Sleeves for EOC / Cooling motors	4	no.
120.	T clamp,P.Gclamp,pad clamp ,bush clamp,C.Tclamp,P.T clamp	10	no.
121.	P.T 415V/110	03	no.
122.	Stationary items (paper reams, file covers, pens, pencils etc.)	as required	no.

Note: Any material not listed above but required for successful completion of the Routine Maintenance is deemed to be included in the spares and consumables

Accepted all the scope of work

Tenderer's Stamp and seal

Executive Engineer
Generation Division USHP-II
Kangan

List of T&P to be arranged by the firm for carrying out the routine maintenance work.

S.No.	Item Description	Quantity	Remarks
1	Welding machine 60A & 40A	2 no. each	
2	3 phase shaft grinder	2 no.	
3	machine head cover	1 no.	****
4	machine top cover	1 no.	****
5	Magnetic base drill machine of size	1 no.	
6	Bend cutter	1 no.	****
7	Hand Drill machine	1 no.	
8	Hydraulic jack 50 ton	2 no.	
9	Mechanical jack	4 no.	
10	Vernier caliper 6"	2 no.	
11	Depth gauge Digital	2 no.	
12	Outside micrometer 0-30mm	2 no.	
13	Inside micrometer 1000-3000mm	2 no.	
14	Dial gauge with stand	6 no.	
15	Grinder 4", 5", 7"	2 no. each	
16	Sling of Sizes	2 no.	
17	Polyster/Nylon Sling 1 ton- 2 ton of different lengths	8 no. each	*****
18	Eye bolts of different sizes		
19	D- Shackels of different sizes.	8 no. each	
20	Ring and I spanner of different sizes.	8 no. each	
21	Allen key of different sizes.	8 no. each	
22	Cutting wheel, Grinding wheel, Buffering Wheel, -----	8 no. each	*****
23	Threaded rod and copper rod as per requirement		*****
24	Slugging wrench	8 no.	
25	Chain Pulley ½ ton	8 no.	
26	Torque wrench 1500 N-m	8 no.	
27	Torque wrench 750 N-m	8 no.	
28	Acetone -----		*****
29	Hexagonal socket set with ratchet	4 sets	

Note: Any tool or equipment used to carry out the routine Maintenance successfully other than mentioned above has to be arranged by the contractor with asking for any extra charges from JKPDC.

ANNEXURE - I

MANPOWER TO BE DEPLOYED FOR CARRYING OUT THE WORK OF ANNUAL MAINTENANCE.

S. No	Designation Of Manpower	Min. Nos. Reqd.	REQUIRED Qualification & Years of experience of the personnel.
1	Site Incharge	1	B.E./Diploma (Electrical) with Minimum 3 or 5 years of working experience in hydro power plants
4	Highly Skilled Electrician	3	ITI in electrical discipline with Minimum 7 years of working experience in hydro power plants
5	Highly Skilled Fitter	1	ITI in fitting discipline with Minimum 7 years of working experience in hydro power plants
6	Skilled Welder	1	ITI in welding technology with Minimum 7 years of working experience in hydro power plants
7	Expert for Gates	1	ITI in Mechanical discipline Minimum 7 years of working experience in hydro power plants with specialization in gates
8	Machinist /Drill Operator	1	ITI & valid Machinist/Drilling certificate with Minimum 7 years of working experience in hydro power plants
10	Helper	5	Relevant working experience in hydro power plants
	Total Power	13	

(SIGNATURE OF THE CONTRACTOR)

NOTE:- Augmentation of the above workforce, if required during currency of the contract shall be the responsibility of the contractor and nothing extra payment shall be paid by JKPDC in this regard. Any change in the staff by the contractor during currency of the contract shall require approval of Engineer In-charge/owner. The staff of the contractor shall be allowed access by the designated authority of the owner. Any other specialist/ expert other than mentioned in above table required for successful execution of Routine Maintenance has to be called in/arranged by the contractor without any extra charge demanded from JKPDC.

(Proforma of Bank Guarantee by State Bank of India or any other Schedule Bank-(To be on non-judicial stamp paper of requisite value).

ANNEXURE-II
TENDER SPECIFICATION No GD/USHP-II
DECLARATION FORM

To,
Executive Engineer
Generation Division-USHP-II
Kangan.

Sir,

Having examined the above specification together with terms and conditions referred to therein, I/We the undersigned hereby agree to undertake the work if allotted to us in all respects as per the specification and general conditions, at the rates offered by us. Our offer is valid upto 180 days from the date of tender opening.

1. I/ We hereby undertake the materials delivered and work to be executed in complete shape within the time specified in this tender.

2. I / We hereby guarantee the technical particulars given in the tender will be executed skillfully for which guarantee for successful operation for a period of 12 (Twelve) months.

3. I / We hereby certify that the amount have been deposited towards the cost of the specification by remitting Cash / Bank Draft No. -----

4. In the event of work order is being decided in my/our favour, I / We agree to furnish the Composite Bank Guarantee in the manner acceptable to JKPDC for a sum as applicable, within 15 (Fifteen) days of issue of letter of award/ detail purchase order failing which I / We clearly understand that the said Letter of award/ the work order will be liable to be withdrawn by J & K State Power Development Corporation Ltd.

Signed this day of 2020

Your`s faithfully

Signature with Seal

(This Form should be duly filled up by the bidder and submitted along with the original copy of the offer)

ANNEXURE-III
TENDER SPECIFICATION No GD/USHP-II
ACCEPTANCE OF TERMS & CONDITIONS

(This Proforma should be duly filled in with all the information and should be furnished with tender)

1	i) Name and address of the firm	
	ii) EMD Details (except the amount) like Bank Draft No & Date, Address of the bank issuing the draft.	
2	Proof of Purchase of tender specifications	
3	Validity	
4	Price Basis- FIRM F.O.R Destination	
5	Terms of payment : Whether agreeable to JKPDC terms	Yes / No
6	Completion period	Withindays from the date of issuance of
7	Whether agreed to furnish 10 % Composite Bank Guarantee	Yes / No
8	Whether agreed to JKPDC Liquidated damage terms	Yes / No
9	Whether material to be used bear ISI mark	Yes / No
10	Whetherguaranteed technical particulars submitted	Yes / No
11	Whether agreed to all the terms & conditions of the specification.	Yes / No

Place :
Date :

Signature of Bidder
Name :
Designation (Seal) :

ANNEXURE-IV
TENDER SPECIFICATION No GD/USHP-II
LIST OF ORDERS EXECUTED FOR SIMILAR WORK
DURING LAST THREE YEARS

Sr No	Quantity	Place of Installation and complete postal address with LOA No/Date/Amount	Year of completion

Place :

Signature of Bidder

Date :

Name :

Designation (Seal) :

ANNEXURE-V
TENDER SPECIFICATION No GD/USHP-II
DATA ON EXPERIENCE

a)	Name of the Firm	
b)	Standing of Firm as manufacturer of Equipment quoted.	
c)	Description of equipment similar to that quoted supplied and installed with name to the party to whom supply was made as per annexure-V	
d)	Detail of where installed etc	
e)	Testing facilities at manufacturers work.	
f)	If the firm is having collaboration with another firm / manufacturer, details regarding the same.	
g)	A list of similar material store equipment of design, manufacturer tested and supply which are in successful operation in last three year with user certificate.	

Place :

Signature of Bidder

Date :

Name :
Designation (Seal) :

GUARANTEE BOND

1. In consideration of JKPDC – USHP-II Power Station (hereinafter called the Corporation) having agreed to exempt _____ (hereinafter called “ the said contractor(s)” from the demand under the terms and conditions of an agreement dated _____ made between JKPDC Ltd, USHP-II Power Station and _____ for _____ (hereinafter called” the said agreement”) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____) only, we _____ Bank _____ do hereby undertake to indemnify and keep indemnified and to pay to the Corporation to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Corporation by reasons of any breach by the said contractor(s) of any of the terms and conditions contained in the agreement.
2. We _____ Bank _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the corporation stating that the amount claimed is due by way of loss or damage caused or would be caused or suffered by the corporation by reason of breach by the said Contractor(s) of any of the terms and condition contained in the said agreement, or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____) only.
3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute raised by the contractor(s) in any suit or proceeding pending before any court or tribunal or arbitration relating thereto. Our liability under this guarantee being absolute and unequivocal. The payment so made by us under this guarantee bond shall be a valid discharge of our liability of payment thereunder and the contractor(s) shall have no claim against us for making such payment.
4. We _____ Bank _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the due4s of the corporation under or by virtue of said agreement have been fully paid and its claims satisfied or discharge or till JKPDC Ltd. certified that the terms and conditions of the said contractor(s) and accordingly discharge this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before _____ , we shall be discharge from all liability under this guarantee thereafter.
5. We _____ Bank _____ further agree with the corporation shall have the fullest liberty without our consent and without effecting in any manner out obligation hereunder to vary any of the terms and conditions of the said agreement or extend time of performance by the corporation against the said contractor(s) and to force bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Cooperation or any indulgence by the corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due o the charge in the constitution of Bank of the contractor(s)
7. We _____ Bank _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

Dated _____ day of _____ For _____ Bank _____

Branch Manager

In the presence of

Signed _____

For & on behalf of the Bank

Witness _____

Bank common seal

Dated this _____ day _____

Witness,

For & on behalf of the Bank
Common seal of the Bank

The above guarantee is accepted by the

Corporation _____
(LJHP Power Station)

For & on behalf of the Corporation

(_____
(Name of Project/Unit

Dated _____

(Name & Designation)

FOR PROPRIETARY CONCERNS

Shri _____ son of _____ resident of _____
_____ carrying on business under the name and style of _____
_____ (hereinafter called " the said contractor" which expression shall unless the context requires
otherwise include their respective heirs executors, administrators and legal representatives).

FOR PARTNERSHIP CONCERNS

M/s _____ a partnership firm with its office at _____
_____ (hereinafter called " the said contractor" which expression shall unless the context requires
otherwise include their respective heirs executors, administrators and legal representatives) the name of partners
being.

- (i) Shri _____ S/o _____
- (ii) Shri _____ S/o _____

For Companies

M/s _____ a company registered under the companies Act 1956 and having its
registered office at _____ in the state of _____
(hereinafter called "the said contractor" which expression shall unless the context requires otherwise include its
administrators, successors and assigns.)

Form of Bank Guarantee for the conversion of cash amount of security deposit aggregating to Rs. One Lakh
(On Bank's letter head with adhesive stamp)

To

We, the _____ Bank (hereinafter referred to as ' the said Bank' and having
our registered office at _____ do hereby undertake and agree to indemnity and
indemnified the _____ (hereinafter referred to as the said corporation which expression shall

unless repugnant to the subject or context include its administrators, successors and assigns, to the extent of Rs. 1,00,000/- (Rupees One Lakh only) on behalf of M/s _____ hereinafter referred to as ('the said contractor') in lieu of an equal cash amount of security deposit/deposited by the said contractor and /or deducted by the said corporation from the bills of the said contractor and which they said contractor and /or deducted by the said corporation has agreed to convert contractor and which the corporation has agreed to convert against bank guarantee as hereunder the provision of contract No. _____ dated _____ which the said contractor has entered into with the said corporation in connection with the construction of _____ at a total cost of Rs. _____ (Rupees _____ only)

8. We the said Bank also do hereby agree to pay irrevocably and unconditionally within 38 hours on demand in writing from the said corporation, of any amount upto and not exceeding (Rs.1,00,000/- Rs. One Lakh only) to the said corporation for any purpose or cause or on any amount whatsoever under the provision of the said contract in which respect the decision of the said corporation shall be final and binding on us.
9. Provided that it shall not be necessary for the said corporation to proceed against the said contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, not withstanding any security the said contractor shall at the time when proceedings are taking against us as hereunder, be outstanding or unrealised.
10. We, the said Bank, further agree that this guarantee shall be valid and binding on us up to and including _____ and shall not be terminable by notice or any change in the constitutions of the said Bank of the said contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given concerned or agreed with or without our knowledge or consent by or between the parties to the said contract.
11. We also undertake not to revoke this guarantee during its currency except with the previous consent in writing of the said corporation.
12. Our liability under this guarantee is restricted to (Rs. _____) (Rupees _____) 13. our guarantee shall remain in force under the guarantee is filed against us within six months from that dates, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

(On Non-Judicial Stamp Paper)

A G R E E M E N T

This Agreement made the _____ day of _____ between Chief Engineer Generation Wing PDC Srinagar DISTT. SRINAGAR (J&K), hereinafter called "the employer" of the one part and

.....
..... of
..... (herein after called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz. The Permanent and Temporary works in connection with
..... and has accepted a Tender by the Contractor for the completion of such works and the maintenance of the Permanent Works.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the condition of contract hereinafter referred to
 2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement viz.
 - a) The said Tender
 - b) The Drawings
 - c) The Specifications.
 - d) The Priced Bill of quantities.
 - e) General conditions of Contract and conditions contained in Contract form
 - f) Special conditions as incorporated in tender documents.
 3. The consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the contractor hereby covenants with the employer to complete the works and maintain the permanent works in conformity in all respects with the provisions of the Contract.
 4. The employer hereby covenants to the contractor in consideration of the construction and completion of the works and maintenance of the Permanent Works the contract Price at the times and in the manner prescribed by the Contract.
- In witness where of the parties hereto have caused their respective signatures to be hereunto affixed the date and the year above written.

Signed By

Signed By

For and on behalf of the Contractor

For and on behalf of the Employer