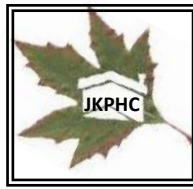


Instructions to the Bidder:

- (i) Prospective bidders can download the NIT/bidding documents from the website jktenders.gov.in – Department DGP J&K.
- (ii) To participate in bidding process, the bidder has to get Digital Signature Certificate (DSC) as per provisions of Information Technology Act-2000. This certificate will be required for signing the bid documents. Bidder can get DSC from any approved vendor for the purpose. The bid cannot be uploaded without digital signature.
- (iii) The bidder has to submit bids online in electronic form with digital signature.
- (iv) No bid will be accepted in physical form.
- (v) Prospective bidders are advised to visit and inspect the site of work and acquaint themselves with actual conditions before submission of bid documents.
- (vi) All unit rates and prices quoted by the bidder shall be in Indian rupees only.
- (vii) All payments shall be made in Indian rupees only.
- (viii) Copies of the documents shall be uploaded in 100dpi, black and white.
- (ix) All conditional bids shall be summarily rejected.
- (x) Bidders are advised not to make any change in Bill of Quantities (BOQ). In no case any attempt should be made to create similar BOQ by the bidder. Downloaded BOQ should only be used for filling of overall Percentage Rate : Above/Below /At par of the schedule of rates applicable/as mentioned in the advertised BOQ which shall be inclusive of all taxes, levies, duties, toll, surcharges etc. and it should be submitted with the same bidding document.
- (xi) For any expert technical advice the Contractor shall arrange the same on his/her own cost and PHC shall not be liable for any extra payment to the Contractor on this account.



**UNION TERRITORY OF JAMMU & KASHMIR
OFFICE OF THE EXECUTIVE ENGINEER, J&K POLICE HOUSING
CORPORATION, DIVISION KASHMIR.**

e-mail: JKPOLICEHOUSING@GMAIL.COM
JKPHCBEMINA18@GMAIL.COM

☎ : 0194-2493349.

1ST FRESH SHORT TERM NOTICE INVITING TENDER

E-NIT No: 65 of PHC KASHMIR DIV. /2021-22 Date: - 08-11-2021.

1. For and on behalf of Lieutenant Governor, Union Territory of Jammu & Kashmir, e-tender(s) through the online mode are invited on **Percentage basis** from approved and eligible contractors as per eligibility criteria indicated in this bid document for the following work(s):-

Sl. No.	Name of work	Estimated cost (₹ In lacs)	Cost of tender document (in ₹)	Time allowed for completion of work	Date and Time of opening of e-tender	Class of contractor
1	Supply, Installation, testing & Commissioning of Solar Plant 5 KW Solar Combo for Indoor Volley Ball Court at Govt. College of Education at M.A Road Srinagar with 5 years SITC	4.90	1,000/=	30 working days.	17-11-2021	Authorized vendor of approved solar company by MNRE.

Position of AA = Accorded.

Position of Funds = As per Budgetary Provisions.

2. Bidding documents consisting of eligibility criteria, specifications of the work, Bill of Quantities, set of terms and conditions of contract and other relevant details can be seen/downloaded from the website www.jktenders.gov.in, department DGP J&K.

3. Schedule of tender :

a	Date of Issue of Tender Notice	08-11-2021.
b	Period of downloading of bidding documents	09-11-2021 from 1000 Hrs. to 15-11-2021 upto 1800 Hrs.
c	Bid submission Start Date and time	09-11-2021 from 1000 Hrs.
d	Bid submission End Date and time	15-11-2021 upto 1800 Hrs.
e	Date and Time of opening of Technical Bids (online)	17-11-2021 1200 Hrs. in the office of the Executive Engineer J&K Police Housing Corporation, Division, Kashmir

4. Tender Fee (Cost of tender documents) :

Cost of tender fee indicated at Para No. 1 above has to be deposited by the bidder in the following bank account:

Name of the account holder: Executive Engineer, Police Housing Corporation, Division Kashmir

Account Number: 0148040100013588.

Name of the Bank: J&K Bank.

Branch: Gole Market Karannagar.

IFSC : JAKA0KARRAN.

Scanned copy of the receipt towards deposit of amount of tender fee has to be necessarily uploaded along with the bid documents.

5. Earnest Money Deposit (EMD) :

In pursuance to Circular No. A/Misc(2018)-III-895/J dated 22-12-2020 issued by Finance Department of J&K, there is no requirement of submission of bid security/ Earnest Money Deposit (EMD).

However, every bidder has to furnish an undertaking/ declaration as per **Annexure-“A”** accepting that if the bidder withdraws or modifies his/her bid during the period of bid validity or if he/she fails to sign the contract or fails to submit performance security within 07 days of opening of price bid (in case bidder is eligible for award of the contract), he/she (bidder) will be suspended from participating in any tender process of this Corporation in future till 31st March, 2023.

6. Pre-bid Clarification/meeting :

- (i) Prospective bidder(s) may seek clarification with respect to eligibility criteria or any other clause of bid document through email on **e-mail:-jkphcbeminal8@gmail.com** by **10-11 -2021 upto 1400 hours.**
- (ii) Department will make reasonable efforts to attend to queries / observations raised by prospective bidder(s); if any. In case any corrigendum in the bid document becomes a necessity, the same would be notified on website **www.jktenders.gov.in.**
- (iii) In case prospective bidder notices any problem including any technical problem in online submission of bid documents/uploading bid documents, he/she may contact **Er. Saleem Sahib, Executive Engineer** on phone No. **9419195312** - or **Sh. Tasaduq Hussain, Designation Draftsman** on Phone No. **9797787876**. Also, an email to this effect may be sent on email address **arifshah422@gmail.com**
- (iv) A pre-bid meeting will be held in the office of Executive Engineer, PHC Division Srinagar as per following schedule :

Date: 11-11-2021

Time : 1300 Hrs

Interested prospective bidders may attend the pre-bid meeting. Non-attendance in the pre-bid meeting will not be a cause for disqualification of any bidder.

7. SUBMISSION OF BIDS: The bid to be uploaded by the bidder shall be in two separate parts.

A. Part I shall be named -Technical Bid(ELIGIBILITYCRITERIA)

The Technical Bid shall comprise of the following :

S. No.	Particulars	Eligibility Criteria	Scanned copies of supporting documents required to be uploaded (Mandatory)
(a)	Tender Fee	Cost of tender documents/ tender fee has to be deposited in J&K Bank account indicated at Para 4 of this bid document.	Receipt of deposit in bank account of Executive Engineer, PHC, Kashmir Division
(b)	Bid Security	No bid security/ Earnest Money Deposit (EMD) is required. However, a declaration/ undertaking is required.	Undertaking as per format provided in Annexure- "A".
(c)	Permanent Account No.	Permanent Account Number of the bidder	PAN Card
(d)	Goods and Services Tax	(i) Bidder firm should be registered with GST authorities. (ii) Should have filed at least one GST return in last 3 months (excluding the months in which this tender has been published).	(i) Valid Registration Certificate containing GST No. issued by the competent authority. (ii) Any one GST return out of the GST returns filed in last 3 months (excluding the months in which this tender has been published).
(e)	Registration of Contractor	Authorized vendor of approved Solar company by MNRE.	Authorization letter from the company.
(f)	Work experience certificate :		
	(i) Completed works	Required only when advertised cost is more than Rs.250.00lacs. <ul style="list-style-type: none"> The Bidder should have successfully completed or substantially completed work(s) of similar nature as per following detail 	(i) As per format provided in Annexure "B". (ii) Also, work completion certificate (s) should be enclosed in respect of each work issued by an officer not below the

		<p>during last seven years ending last day of the month previous to the one in which this tender has been published :</p> <p>(i) Three similar completed works valuing not less than the amount equal to 40 (forty) percent of the advertised cost:</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar completed works valuing not less than the amount equal to 50 (fifty) percent of the advertised cost:</p> <p style="text-align: center;">OR</p> <p>(iii) One similar completed work valuing not less than the amount equal to 80 (eighty) percent of the advertised cost;</p> <p>Notes :</p> <p>(I) Substantial completion / substantially completed works are those works which are completed upto minimum 80% (value wise) of the allotted value of that work .</p> <p>(II) No escalation factor is allowed for similar nature of work for arriving at the current costing level of that work.</p>	<p>rank of Executive Engineer or equivalent rank containing following relevant details like:</p> <p>(a) Name of work;</p> <p>(b) Allotment No. and date;</p> <p>(c) Allotted Value of contract (₹ in lacs);</p> <p>(d) Value of completed work;</p> <p>(e) Actual date of completion;</p> <p>Notes:</p> <p>(I) Certificates relating to completed work(s) should necessarily contain the information as per (a) to (e) above.</p> <p>(II) Certificates relating to substantially completed work(s) should necessarily contain the information as per (a) to (d) above.</p>
	(ii) Works progress in	<p>Required only when advertised cost is more than Rs.250 lacs</p> <p>Bidder should furnish details of works in progress of any nature which the bidder has to complete in next 3 years from the last date of submission of this bid in respect of work orders received from any State Govt. or Central Govt./UT or Public Sector Undertaking or Corporation of Central or State Govts. or Union Territory.</p>	As per format provided in Annexure-“C” .
(g)	Financial Turnover	<p>Required only when advertised cost is more than Rs.250 lacs.</p> <p>Bidder should have achieved Annual financial turnover of at least 33% of the value of tender</p>	A certificate from Chartered Accountant as per format provided in Annexure-“D” .

		amount in any one financial year in the last 5 years (FY 2015-16 to FY 2019-20) and at least 50% (fifty percent) of this should be from Civil Engineering works. In case of Electrical/Mechanical works, this 50% (Fifty Percent) should be from Electrical/Mechanical works, as the case may be.	
(h)	Undertaking regarding acceptance of all terms and conditions of the tender and full particulars of the bidder.	Bidder has to furnish an undertaking regarding acceptance of all terms and conditions of the tender and also has to provide full particulars of the bidder	As per format provided in Annexure-“E” .
i)	Undertaking regarding Correctness of the documents etc.	Bidder shall submit an Undertaking on affidavit duly attested by Notary mentioning therein that the Firm has not been blacklisted in past by any department of State Govt./UT/PSU in the last five years, all the documents uploaded / submitted in this tender by the bidder are correct and genuine etc.	As per format provided in Annexure “F”

NOTE: The bidder shall have to upload all the Annexures from ‘A’ to ‘F’ in the prescribed format and all Annexure(s) are mandatory, **as applicable**.

(j) Bid Capacity

In case advertised cost is more than Rs 250.00 lacs, bid capacity of the bidder will also be assessed during technical evaluation of bids and bidder whose bid capacity is more than the advertised cost will only be considered as technically qualified for opening of price bid

For assessing bid capacity of the bidder, following method will be considered:-

Bid Capacity = (A x N x M - B)

A = Maximum value of engineering works (civil/electrical/mechanical as relevant to work being tendered) executed in any one year during the last five years as per **Annexure- “D”** (updated to the current price level of the year indicated in below appendix) taking into account the completed as well as works in the progress.

N = Number of years prescribed for completion of the work of this bid.

For computing the value of N : Period upto 6 months to be taken as half-year and multiple factor is 0.5 and more than 6 months upto 12 months multiple factor is 1, more than 12 months to 18 months multiple factor is 1.5 and so on.

B= Value (updated to the current price level of the year indicated in below appendix) of existing commitments/ongoing works to be completed during the next N years (completion period of the subject work) from the last date of submission of this bid.

M= This factor is **2.5**

Appendix

<u>Year before</u>	<u>Multiplying factor</u>
One	1.08
Two	1.17
Three	1.26
Four	1.36
Five	1.47

Technically qualified bidders shall only be declared as Responsive Bidders.

Information with respect to the bidders who are declared as Responsive/Non-Responsive in technical evaluation of bids will be uploaded on the website www.jktenders.gov.in.

The date and time of opening of financial bids of technically qualified bidder(s) will be uploaded on the website www.jktenders.gov.in.

B. Part II shall be named **-Financial Bid**. The Financial Bids of Technically Qualified bidders only (as per Part-I above) shall be opened.

- a. Financial bids in respect of all technically qualified bidder(s) shall be opened in online mode in the office of Executive Engineer J&K PHC Division Kashmir.
- b. The successful bidder will be required to submit all original documents in the office of Executive Engineer PHC, Division Kashmir within 7 days of opening of the financial bids.

8. Bid Validity :

The Bid would remain valid for a period of 120 days from the date of opening of Price Bids. In exceptional circumstances, the Corporation may request the bidder(s) to extend the period of bid validity for a specified additional period. The request of the Corporation and the bidders' response shall be made in writing or by e-mail. A bidder agreeing to the request of the Corporation for extension of period of Bid validity will not be permitted to modify his

Bid but will be required to extend the validity of his Bid for a period of the extension as sought by the Corporation.

9. Performance Security:

Successful bidder shall have to deposit performance security of an amount equivalent to **3% of the Allotted cost** in the shape of CDR/TDR/FDR/ Bank guarantee issued by a Scheduled Indian Nationalize bank within 07 days of opening of price bids pledged in favour of the Executive, PHC Division Kashmir and shall be valid upto 28 days after the expiry of Defect Liability Period of 3 years after scheduled date of completion.

The Performance security shall be released only after satisfactory completion of works and after expiry of Defect Liability Period.

10. Security Deposit:

The security deposit (Retention Money) @ 5% shall be deducted from each running bill of the contractor which shall be released after successful completion of the work.

11. No price escalation:

The rates and price quoted by the bidder shall be deemed to include any price escalation upto completion of the work unless otherwise specified separately.

12. Taxes:

The rates and price quoted by the bidder should be in Indian rupees only and the quoted rates shall be deemed to include all taxes, royalties, levies, surcharge etc. Upto completion of the work unless otherwise separately and exclusively specified. The deduction of amount of applicable taxes from the bills of the Contractor shall be same as per prevailing rates at the time of effecting recovery.

Department shall also deduct 1% labour cess towards cost of construction for depositing the same with J&K Building and Other Construction Workers Welfare Board as per existing provisions on the subject.

13. Visit to Site:

The bidder, at his own cost and responsibility, may visit the site to acquaint himself/herself with various aspects of the site and work before submission of bid.

14. Force Majure:

In circumstances beyond the control of the Contractor, time extension for completion of the contracted work may be given by the Corporation at the request of the contractor keeping in view the time elapsed due to circumstances beyond the control of the contractor.

15. Employer's and Contractor's Risk:

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

(a). Employer's Risks:

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employee's), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause solely due to the design of the works, other than the Contractor's design.

(b). Contractor's Risks:

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the Contractor.

16. Advance payment/Mobilization advance

No mobilization advance or advance payment in any manner shall be made to the Contractor unless otherwise specifically provided in the bid document or the work contract.

17. Penalty for delay in completion of work:

- a. In case of delay in completion of the work beyond scheduled period of completion (as per allotment), a penalty at the rate of 1% per month (on pro-rata basis) on the amount of allotted work shall be imposed on the Contractor subject to a maximum of 10% of the contract value.
- b. Non-cooperation of the Contractor or his representative with PHC officers and any act of misbehaviour or disrespectful conduct by the Contractors or his representative with PHC Staff shall invite penalty as decided by the Managing Director, J&K PHC which shall be binding on the Contractor.

18. Arbitration:

No arbitration is allowed.

19. Dispute Resolution Mechanism:

If any dispute or difference of any kind what-so-ever arise between the PHC, its authorized representatives and the Contractor in connection with or arising out of the contract or the execution of work, it will be first attempted to be resolved amicably at the Division Level.

However, if the dispute still remains unresolved, then the parties shall proceed in accordance with the conciliation procedure set forth below: -

- a) Whether before its commencement or during the progress of Project/ works or after the termination, abandonment or breach of the Contract, the dispute shall in the first instance supported with complete documents and further documents, if any required by the other party, be referred for settlement to the Superintending Engineer, J&K Police Housing Corporation (SE, PHC) who shall, within a period of thirty (30) days after being requested in writing by either party, mediate and convey his decision.
- b) If the SE, PHC has conveyed his decision and no party has contested within a period of thirty (30) days from the receipt of the letter of communication of the decision, the said decision shall be final and binding upon both the parties and will not be a subject matter of arbitration at all.
- c) In case of disagreement with the decision of SE, PHC either party may refer such Dispute to the Managing Director, J&K Police Housing Corporation for amicable settlement whose decision shall be final and binding to both the parties.

The Jurisdiction of the court in any case shall be within Union Territory of J&K.

20. Documents comprising the bid:

Following documents which are not submitted with the bid shall be deemed to be part of the bid :

- a) Notice Inviting Tender
- b) Tender Document.
- c) Drawings

21. Integrity of the bid process:

Information relating to clarification, examination, evaluation, comparison of bids, recommendations for award of contract, approval thereof etc. during the bid process are confidential. All bidders are advised not to make any attempt to influence any officer/official of the department or any person related to them. Any such attempt may result in disqualification of the bidder at any stage of the bid process including appropriate action under existing provisions of law.

22. Production of original documents on demand:

All bidders including the successful bidder will have to produce original documents before the Corporation at any stage of the bid process or even during execution of the work contract, on demand, for verification or for any other purpose.

23. Termination of Contract by Engineer-in-charge:-

- (i) If the Contractor fails to carry out any obligation under the Contract, the Engineer in charge may, by notice, require the Contractor to make good the failure and to correct it within a specified reasonable time.
- (ii) The engineer in charge shall be entitled to terminate the contract if:
 - a. The Contractor abandons the works or otherwise plainly demonstrates the intention not to continue with performance of his obligations under the contract;
 - b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. The Contractor without reasonable excuse fails to comply with the notice or fails to comply to the instructions of PHC officers within a reasonable period of time even after 03 notices.
 - d. The Contractor does not maintain a valid instrument of financial Security, as prescribed;
 - e. The Contractor has delayed the completion of the Works by such duration beyond the maximum amount recoverable through Penalty.
 - f. The Contractor , in the judgment of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 Corrupt practice means: offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice amongst Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
 - g. Any other fundamental breach of the contract condition. The fundamental breach of contract includes but shall not be limited to the following: -
 - (i) The Contractor stops work for 28 days when no stoppage of work has been shown on the current programme and the stoppage has not been authorized by the Engineer-in-charge.
 - (ii) If the Contractor fails to deploy machinery/ equipment or personnel as required to maintain the progress of work to complete within the stipulated date of completion.
 - (iii) The Engineer gives Notice for failure to correct a particular defect and the Contractor fails to correct it within a reasonable period of time determined by the engineer-in-charge.

(iv) If the Contractor does not comply to the terms and conditions of the contract.

In any of the above events or circumstances, the Engineer in Charge may, upon giving 14 days notice to the Contractor, terminate the contract.

Notwithstanding the above, the Corporation may terminate the Contract for convenience.

If the contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and level the site without shifting any equipment as soon as possible.

24. Payment upon Termination:

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less penalty, advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the value of work not completed representing the Employers additional cost for completing the Works which shall be 20 percent. If the amount due to the Employer exceeded any payment due to the Contractor, the difference shall be recovered from any other security of the Contractor available with PHC either of the contract in question or of any other contract.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's cost of protecting and securing the work less other recoveries due in terms of the contract and less taxes due to be deducted at sources as per applicable law

25. Property :

All materials at the Site, Plants, Equipment set care deemed to be the property of the Corporation, if the Contract is terminated because of default of the Contractor.

26. Release from Performance:

If the Contract is frustrated by outbreak of a war or by any other event entirely beyond the control of either the Corporation or the Contractor, the concerned Executive Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for executed items of work.

27. Extension of time for Completion of Work:

The Corporation may extend the Intended Completion Date if delay is on part of Corporation or Employer's Risk or due to Force Majure or a variation is issued or due to any other reason not attributable to the contractor.

The Corporation shall decide whether and by how much to extend the intended Completion Date. If the Contractor fails to give early warning of a delay or has failed to cooperate in

dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Discoveries:

Anything of historical or other interest or of significant value discovered at the site is the property of the Corporation. The contractor has to notify the Executive Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

29. Insurance:

The Contractor shall provide, in the joint names of the Corporation and the Contractor insurance cover from the start date to the end of the Defect Liability Period to cover the following risks:

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to Equipment; loss of or damage of property (except the works, Plant, Materials and Equipment) in connection with the Contract; and personal injury of death to work force.

30. General and Special conditions:

- (i) TIME IS THE ESSENCE OF THE CONTRACT. Contractor should complete the work within the scheduled date of completion failing which the Penalty shall be imposed upon the contractor as provided in the relevant clause.
- (ii) The J&K Police Housing Corporation shall be referred herein, in the tender document as Corporation or J&K, PHC or PHC or Employer or department.
- (iii) Date of start of work shall be reckoned after 7 days from the date of issuance of letter of Intent/allotment of work as the case may be. The agreement shall have to be signed within 28 days of issuance of Letter of allotment /Letter of intent.
- (iv) All Documents related to the bid shall be in English language only. Any document in other than English language should be translated in English language by the bidder.
- (v) Sub-letting of the contract or any part thereof is not allowed.
- (vi) The Corporation reserves the right to accept or reject any or all the bids before or after opening of bids or at any stage of the bid process without assigning any reason thereof.
- (vii) The Corporation reserves the right to award the contract to any of the bidder in the interest of the work without assigning any reason thereof.
- (viii) The Contractor shall, within ten days after the allotment of contract, submit to the concerned Executive Engineer, a Bar-chart of the proposed work activities to be executed at site so as to complete the work within the stipulated time period.

- (ix) In case any error is found in quantity, rates, units etc. in the bid document/allotment letter/contract agreement, the same shall be corrected and paid as per rates mentioned in PWD SOR-2020 of Union Territory of J&K or price quoted by the successful bidder, whichever is lower.

In respect of electrical items, rates will be paid as per CPWD SOR-2018 or rates quoted by the successful bidder or analysis of rates approved by the competent authority in such cases.

- (x) The Contractor shall be liable for any deviation in specification of work or materials used therein, in contravention to the specifications prescribed for execution of the work at any stage of execution of work or even after completion of the work.
- (xi) The Contractor will abide by all Laws/Guidelines/Acts in respect of Labour deployed for execution of work.
- (xii) The quantities advertised in the bill of quantities may increase or decrease at the time of execution of work as per actual requirement of the work.
- (xiii) No order from any person in the corporation which is at variance with allotment letter/ work contract will be entertained by the corporation except when such order is issued by the concerned Executive Engineer in writing.
- (xiv) Any item or items of work not advertised in the bill of quantities will have to be executed by the contractor, if found necessary during execution of work and will be paid to the Contractor as per rate in PWD SOR-2020 with overall tender appreciation/depreciation applied on the rate. If the executed item (s) is/are not in PWD SOR 2020, then rate (s) shall be paid as per analysis of rates approved by the competent authority.
- (xv) Watch and ward of all material, machinery etc. at the site and/ or nearby areas shall be the sole responsibility of the contractor.
- (xvi) No payment whatsoever will be made by the Corporation on account of carriage of material and manpower.
- (xvii) Electrical work, wherever required, shall be got done through an ITI qualified electrician having a valid license from the competent authority.
- (xviii) The Corporation shall not be responsible for any delay in submission of online bids on account of any reason.
- (xix) On completion of the work contract, the Contractor shall be responsible for removal of all unused material from the site and restore the site in ready to use condition at his own cost.
- (xx) The Contractor shall take all steps for safety, stability and quality of the work and shall deploy required technical staff including qualified and experienced engineers to ensure the same to the satisfaction of the Corporation.
- (xxi) All Tests required before start of construction work and during construction stages will be the responsibility of the successful bidder at his/her own cost at

Government laboratories/laboratories approved by the Govt. for the concerned tests.

- (xxii) The construction material shall be used strictly as per prescribed specifications and after approval of the engineer-in-charge.
- (xxiii) The construction material like cement, Tor Steel, sand, aggregate etc. shall be arranged by the Contractor at his own cost for the work and quality of these construction material arranged by the Contractor shall be verified and cleared by the departmental engineer before start of the work and during the construction stages as well. In case the material is supplied by the Corporation, cost thereof shall be recovered on the approved rate of the Corporation from the bill of the contractor.
- (xxiv) The approved brands of cement and Tor Steel are :
(a) Cement—Ambuja, ACC, Birla Plus, Ultratech, or equivalent brand specifically approved by the Corporation.

Tor Steel – SAIL, TATA Tiscon, Rashtriya ISPAT, Jindal Panther or equivalent brand specifically approved by the Corporation.

- (xxv) Work should be executed in accordance with the Drawings, Design and conform to the IRC/MOST/BIS/PWD/NBO specifications, Engineering Codes & standard practices.
- (xxvi) The Contractor shall keep at site at least one set of the following equipments:
 - (a) Survey Level Instrument
 - b) Sieve Set
 - (b) Cube Testing Machine(For works of value more than Rs. 250.00 Lacs)

Sd/-
Executive Engineer,
 Police Housing Corporation,
 Division, Kashmir.

No: PHC/NIT-65/1ST FRESH /2021-22/EE/K-506-510.

Dated- 08-11-2021.

Copy to the: -

1. Chairman/DGP, J&K PHC for favour of information.
2. Managing Director, J&K PHC, Jammu, for favour of information.
3. Superintending Engineer, J&K PHC, Jammu for information and necessary action.
4. Joint Director Information department for publication of tender notice in two leading Daily Newspaper
5. Notice Board.
6. Record file.

Annexure 'A'

(Declaration regarding Bid Security/ Earnest Money Deposit).

I/ We hereby undertake that in case I/ We withdraw the bid or modify the same at any stage of the bid process during the period of bid validity, Jammu and Kashmir Police Housing Corporation will be at liberty to suspend me/us from submitting bid in any tender in future till 31st March, 2023.

I/ We also undertake that in case I/We, am/are awarded the work in NIT No. _____ dated _____ of J&K PHC Division Kashmir and in case I/We fail to sign the Contract and/or submit the required performance security within a period of 07 days from the date of opening of financial bid, Jammu and Kashmir Police Housing Corporation will be at liberty to suspend me/us from submitting bid in any tender till 31st March, 2023.

Signature of the Bidder/Signature of the Authorized representative of the Bidder :

Name of the Bidder/Name of the Authorised representative of the bidder: _____

Annexure-‘B’**Work Experience Certificate (Completed works/ substantially completed works*)**

S.No	Name of the department	Name of work	Allotment No.& date	Allotted Value of contract (₹In lacs)	Value of Completed/ substantially completed works	Actual date of completion

Signature of the Bidder/Signature of the Authorized representative of the Bidder

Name of the Bidder/ Name of the Authorized representative of the bidder:_____

* Note: Substantial completion / substantially completed works are those works which are completed minimum upto 80% (value wise) of the allotted value of that work.

Annexure-‘C’
Work Experience Certificate (Works in progress)

Name of work	Contract No. & date	Name & address of department	Value of contract (Rs. In lacs)	Value of work executed (Rs. In lacs)	Value of works remaining to be completed (Rs. In lacs)	Stipulated period of completion	Anticipated date of completion

Signature of the Bidder/Signature of the Authorized representative of the Bidder

Name of the Bidder/ Name of the Authorized representative of the bidder:_____

Annexure-‘D’
Certificate from the Chartered Accountant

This is to certify that Annual Financial Turnover of (name of the bidder) for below mentioned 5 financial years are as under, as per books and accounts of the bidder.

I/We have fully examined the related records of the bidder and have satisfied myself/ourselves about the correctness of the details indicated below.

Financial Year	Total Financial turn over (₹ In lacs)	Total Financial turn over from Engineering Works* (₹ In lacs)
FY 2019-20		
FY 2018-19		
FY 2017-18		
FY 2016-17		
FY 2015-16		

Signature : _____

Name of the audit firm/Chartered Accountant: _____

Seal of the audit firm/Chartered Accountant : _____

Date: _____

Signature of the Bidder/Signature of Authorized representative of the Bidder

Name of the Bidder/ Name of the Authorized representative of the bidder:_____

(*civil/electrical/mechanical as relevant to the work being tendered).

Annexure-‘E’

To
Executive Engineer,
J&K Police Housing Corporation,
Division Jammu/Kashmir.

Reference: e-Tender No. dated

Sir,

I/We have carefully examined the tender document including all terms and conditions of the tender and have fully understood all the terms and conditions of the tender document. I/We hereby undertake to abide by all the terms and conditions of the tender during bid process and/or during execution of the work contract.

Signature of the Bidder/Signature of the Authorized representative of the Bidder

My/Our full particulars are as under:-

Full Name : _____

Address (Office): _____

Address(Residential): _____

Tele Nos. (O) _____ (Mobile No.) _____

E-mail : _____ Fax No.: _____

Signature of the Bidder/ Signature of the authorized representative of the bidder.

Annexure-‘F’
Affidavit
(Duly attested by a Notary)

E-NIT No.:

I/We solemnly affirm on oath;

- i) That the bidder has not been convicted by any court of law in last 5 years (ending last day of the month previous to the one in which this tender has been published) and no Criminal Proceeding is pending with any authority as on date.
- ii) That this bid is an independent bid and bidder is not part of any cartel in this bid process. In case any cartelization in this bid process involving the bidder is detected at any stage of the bid process/execution of contract work, the same is liable for cancellation at risk and cost of the bidder and department shall not be liable to pay for any damage/loss suffered by the bidder whatsoever.
- iii) That all information provided in the bid document and all documents attached with this bid are correct and genuine to the best of knowledge and belief of the bidder and no material information has been concealed which would render the bidder ineligible in this bid process.
- iv) That if at any stage of the bid process and/or at any stage of execution of work contract, any information provided in the bid document or any document furnished by the bidder along with the bid document is found to be incorrect/misleading and/or distorted, fake and fabricated, allotment of work contract would be liable for cancellation at any stage of the bid process or at any stage of execution of work contract and department would not be liable to pay for any damage/loss suffered by the bidder whatsoever.
- v) That the bidder has not been black listed by any Government or Semi-Government department in last 5 years (ending last day of the month previous to the one in which this tender has been published).

Signature of the Bidder/Signature of the Authorized representative of the Bidder

Page (6) (f) Column 4

Note:

- (I) Certificates relating to completion of work and/ or substantially completion works should necessarily contain the aforementioned information (a to f) --- in case of completed work.
- (II) Certificates relating to completion of work and/ or substantially completion works should necessarily contain the aforementioned information (a to e) ---- in case of substantially work.

P.6 (f) Column 3 :

Note:

- (I) Substantial completion shall be based on 80% (value wise or more) works completed under the contract.
- (II) No escalation factor is allowed for similar nature of work for arriving at the cost of works of similar nature.

Annexure-‘B’**Work Experience Certificate (Completed works/ substantially completed works)**

S.No	Name of the department	Name of work	Allotment No.& date	Allotted Value of contract (Rs. In lacs)	Value of Completed/ work	Scheduled period of completion	Actual date of completion

Signature of the Bidder/Signature of the Authorized representative of the Bidder

Name of the Bidder/ Name of the Authorized representative of the bidder:_____

Note: Substantial completion shall be based on 80% (value wise or more) works completed under the contract.

	Work experience certificate :		
	(f) (iii) Completed works	<p><u>Required only when advertised cost is more than Rs.250.00lacs.</u></p> <ul style="list-style-type: none"> The Bidder should have successfully completed or substantially completed work(s) of similar nature as per following detail during last seven years ending last day of the month previous to the one in which this tender has been published : <p>(v) Three similar completed works valuing not less than the amount equal to 40 (forty) percent of the advertised cost:</p> <p style="text-align: center;">OR</p> <p>(vi) Two similar completed works valuing not less than the amount equal to 50 (fifty) percent of the advertised cost:</p> <p style="text-align: center;">OR</p> <p>(vii) One similar completed work valuing not less than the amount equal to 80 (eighty) percent of the advertised cost;</p> <p>Notes :</p> <p>(II) Substantial completion / substantially completed works are those works which are completed upto minimum 80% (value wise) of the allotted value of that work .</p> <p>(II) No escalation factor is allowed for similar nature of work for arriving at the current costing level of that work.</p>	<p>(i) As per format provided in Annexure "B".</p> <p>(iv) Also, work completion certificate (s) should be enclosed in respect of each work issued by an officer not below the rank of Executive Engineer or equivalent rank containing following relevant details like:</p> <p>(a) Name of work;</p> <p>(b) Allotment No. and date;</p> <p>(c) Allotted Value of contract (₹ in lacs);</p> <p>(d) Value of completed work;</p> <p>(e) Actual date of completion;</p> <p>Notes:</p> <p>(I)) Certificates relating to completed work(s) should necessarily contain the information as per (a) to (e) above.</p> <p>(II) Certificates relating to substantially completed work(s) should necessarily contain the information as per (a) to (d) above.</p>