REQUEST FOR PROPOSAL FOR
ENGINEERING, PROCUREMENT AND
CONSTRUCTION OF WAYFINDING SIGNAGES IN
JAMMU CITY (PHASE-1)

BID INVITING OFFICER: - CHIEF EXECUTIVE OFFICER,
JAMMU SMART CITY LIMITED

Address:  Chief Executive Officer, Jammu Smart City
C/o Office of the Deputy commissioner, Jammu.
Wazarat Road, Jammu, Jammu & Kashmir-180001
Ph. No: 0191- 2544366
E-mail: info@jammusmartcity.org
Web Site: www.jammusmartcity.org
Jammu Smart City Limited

Bid Reference No:

Bidding/Tender Document for Engineering, Procurement and Construction (EPC) of Wayfinding Signages in Jammu City (Phase-1)

October 2019

Estimated Project Cost ₹ 1074 Lakh

Chief Executive Officer

Jammu Smart City Limited,

Jammu, J&K

Tel: 01912544366

E-mail: info@jammusmartcity.org
DISCLAIMER

Jammu Smart City Proposal (SCP) was selected to implement the Area Based Development (ABD) and pan-city proposals by Government of India under Smart City Mission. Jammu SCP proposes smart solutions in ABD and pan-city, providing various smart features/infrastructure.

Jammu Smart City Limited (JSCL) has prepared this Request for Proposal (RFP) for Fabrication and Installation of Road Signages at Different Locations in Jammu city. This RFP is a detailed document which specifies terms and conditions based on which the Bidder is expected to work. JSCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither JSCL or any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the Bidder(s) preparing their proposals. However, this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on JSCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each Bidder is advised to consider the RFP as per its understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/sectors appearing in the document or specified work. The Bidders should go through the RFP in detail and bring to notice of JSCL any kind of error, misprint, inaccuracy or omission.

JSCL reserves the right not to proceed with the Project, to alter the timeline mentioned in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a proposal pursuant to this RFP.
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SECTION 1:-INTRODUCTION

1. Smart City Mission in Jammu City:

Jammu city has been selected by the Government of India under Smart City Mission (SCM). Different works are being taken up for implementation of Jammu smart City proposals. Erection of Wayfinding Signages at all important roads of the city is one of such projects to be taken up in the city. The proposed Road Signages are to be designed, fabricated and erected as per norms of MORTH, NHAI, State PWD and Display panel colour scheme, Text size, Font type as per Indian Road Congress Code (IRC 67-2012) guidelines.

2. Importance of Road Signages in Jammu City:

The work of erection of Road Signages in Jammu city is intended to provide the relevant information with adequate clarity and prominence making it convenient for citizens and tourists to reach their intended destinations. The works will also add aesthetic value to the public information system in the city. The following are the main objectives of the Road Signages Works:

- To provide Road Signages on different localities of the city, public places, important messages to public, places of tourist attractions within the boundaries of the city in such a way that Signages guide the citizens, tourists and visitors to their destinations.
- Ensure that the establishment and existence of Road Signages of in the city roads are consistent with road safety and other road and traffic objectives,
- Enhance quality of natural and cultural tourist attractions.

The main benefits from the proposed Road Signages works are:

- The Road Signages will reassure visitors that they are travelling in the right direction, give advance notice of locations and services, direct visitors to tourist locations.
- The Road Signages will be the directional link in the communication process between the municipal corporation of Jammu and the visitors to the city.
- It will save the time of the road users to reach their destination.

3. This Request for Proposal

At present, main facility available for guiding citizens and visitors to the city are some road signages erected by Municipal Corporation, State PWD & National Highway Authority of India as routine works. The basic information to guide, in the form of Road Signages are inadequate and ad-hoc in manner. It is envisaged that the installation of proposed Road Signages works would open up a new avenue for tourist guidance as well as it will add aesthetic value. In view of this, JSCL invites eligible agencies for Design, Fabrication & Installation of Road Signages (some of them Smart) on various roads of Jammu.
SECTION 2:- NOTICE INVITING TENDERS (NIT)

NIT No. – CEO/Smart City/2019-20/37

Dated:- 29-10-2019

1. The Chief Executive Officer, Jammu Smart City Limited, on behalf of Governor of Jammu & Kashmir invites bids from eligible bidders registered with the State Governments and bidders of equivalent Grade/Class registered with Central Government / MES / Railways for the execution of the work mentioned in the table below on Engineering, Procurement and Construction (EPC) based contract.

| Name & Address of JSCL | Chief Executive Officer  
Jammu Smart City Limited, Jammu, INDIA  
C/O The Deputy Commissioner Jammu, Wazarat road, Jammu-180001 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject Matter of Procurement</td>
<td>Notice inviting Online Bids for Engineering, Procurement and construction of Wayfinding Signages in Jammu city.</td>
</tr>
<tr>
<td>Approx. value of the Project</td>
<td>Rs.1074 Lakhs (one Thousand and seventy four Lakh)</td>
</tr>
<tr>
<td>Period of Completion</td>
<td>08 months</td>
</tr>
<tr>
<td>Bid Document Fee</td>
<td>Rs.10000/- (Rupees Ten Thousand only)</td>
</tr>
</tbody>
</table>
| Period of on-line availability of Bid Documents (Start Date/ End Date) | From: 30-10-2019 11.00AM  
To: 26-11-2019 11.00AM |
| Date and time for Pre-bid Meeting | Date / Time: 07-11-2019 11.00 AM  
Place: Office of the CEO, Jammu Smart City Limited, Jammu (Deputy Commissioner’s Office, Wazarat Road, Jammu) |
| Manner, Start Date for submission of Bids | Manner:  Online on e-Procurement website  
http://jktenders.gov.in  
Start Date & Time: 30-10-2019, 11.00AM |
| End Date for submission of Bids | End Date & Time: 28-10-2019, 11.00AM |
| Date and Time of submission of Hard copies of Bids | Start Date & Time: 30-10-2019 11: AM  
End Date & Time: 28-11-2019 AM |
| Amount of Bid Security/ Earnest Money Deposit | Rs. 20 Lakh (Rupees Twenty Lakh only) |
| Date and Time of opening of Technical Bid | Date & Time: 28-11-2019, 3.00PM |
| Date and Time of opening of Financial Bid | Will be intimated later to the Technically qualified bidders |
| Language | • This Bid Document has been issued in English language  
• Bids shall be submitted in English  
• All correspondence exchange shall be in English language |
2. The Bid documents consisting of instructions to Bidders (ITB), Bid Data Sheet (BDS), Qualification Criteria and Documents to be furnished with the Bid, General & Special Conditions of Contract, Contract Data, Drawings, Specifications, the schedule of quantities and set of terms and conditions of contract and other forms will be uploaded on the website:www.jktenders.gov.in on [30-10-2019; 11.00AM] The Bidders can see & download the bid documents from the specified date and time for sale.

3. Bids must be uploaded along with proof of having deposited cost of Bid Document and Scanned copy of the Earnest Money Deposit/Bid Security in the shape of Irrevocable Unconditional Bank Guarantee on or before [28-11-2019,11.00AM]. The bidder must possess Compatible Digital Signature Certificate (DSC) and proper user ID .The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc.

4. Hard Copies of Bids shall be received in the office of the Chief Executive Officer, Jammu Smart City Limited, at the address given in the IFB on or before 28-11-2019, 11.00AM

5. A Bidder requiring any clarification of the bidding documents may ask questions on line in the e-procurement portal using his / her DSC, provided the questions are raised prior to the deadline for on-line submission of bids. Clarification issued regarding the pre-bid meeting queries will be uploaded on official website.

6. Bids received on line as well as in hard copies shall be opened at [28-11-2019, 3.00PM] in the office of Chief Executive Officer, Jammu Smart City Limited at the following address C/O Deputy Commissioner’s Office, Wazarat Road, Jammu 180001 J&K,India in the presence of the bidders or their authorized representatives, who wish to be present. Bidders can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on account of public holiday on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

7. Bids must be accompanied by bid securing declaration form duly completed, Bid security and cost of bid documents of the amount as specified in the table above.

8. The payment for cost of bid document should be made through demand draft payable to Chief Executive Officer, Jammu Smart City Limited, payable at Jammu


10. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall not be opened and shall be rejected.

11. Uploaded scanned documents of successful bidders will be verified with the original documents at the time of opening of bids. In the eventuality of failure on the part of the bidders to produce the original documents, his/her bid shall not be evaluated

12. The Employer reserves the right to cancel any or all bids without assigning any reason.

Chief Executive Officer
Jammu Smart City Limited
SECTION 3:- INSTRUCTIONS TO BIDDERS (ITB) & BID DATASHEET (BDS)
Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of works as specified in the BDS. The successful bidder shall have to complete the works by the date specified in the Contract Data (Section 6 of this document).

1.2 Throughout this bidding document:
   a. The terms ‘in writing’ means communicated in written form and delivered against receipt;
   b. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
   c. “day” means calendar day.

4. Source of Funds

4.1 The expenditure on this project will be met from the funds as indicated in BDS.

5. Eligible Bidders

5.1 A Bidder may be a natural person, private entity or legally and financially autonomous Government owned enterprises.

5.2 This Invitation for Bid is open to all bidders registered with the Government of Jammu & Kashmir or other State Governments/Government of India for execution of Civil works in general.

5.3 All participating Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bidding is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She must submit the relevant information as asked for, about the firm/contractor.

5.4 Joint Ventures are eligible for the work (if the estimated cost of Works is more than 5(FIVE) Cr with a formal intent to enter into an agreement in the form of a joint venture (JV). In such a case:
   a) All partners shall be jointly and severally liable, and
   b) The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of JV during the bidding process and, in the event the JV is awarded the contract, during contract execution.

5.5 A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process in the following conditions:-
   a. they have controlling partner in common; or
   b. they receive or have received any direct or indirect subsidy from any of them; or
   c. they have the same legal representative for purposes of this bid; or
   d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or
influence on the bid of another Bidder, or influence the decisions of the Employers regarding this bidding process; or

e. Bidder participates in more than one bid in the bidding process, then it will result in the disqualification of all the bids in which the bidder is involved or

f. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

g. Bidder, or any of its affiliates has been hired (or its proposed to be hired) by the Employer as Engineer for the contract.

6. Qualification of the Bidder

6.1 All bidders shall provide in Section 4, Qualification and other Information in the forms (Refer Section 10) provided for this purpose.

6.2 There is no prequalification requirement for participation in the bidding. However, the bidder shall have to fulfil all the requirements mentioned in this document under this section 4.

6.3 Evaluation Requirements: All bidders shall include the following information and submit documents with their bids as specified in Section 3.

a. Copies of documents defining the constitution or legal status, place of registration, and principal place of business, original written power of attorney of the signatory of the Bid to commit the Bidder;

b. Reports on the financial standing of the Bidder, such as turnover statements as per balance sheets IT return and profit and loss statements duly audited and certified by the Chartered Accountant. for the last three years;

c. Total monetary value of Civil construction works performed for each of the last three years, duly certified by Chartered Accountants;

d. General Experience in Civil construction works for last three years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts;

e. Experience in works of a similar nature and size for each of the last three years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts;

f. Evidence of adequacy of working capital for this contract: Liquid assets and/or availability of credit facilities, Credit lines/letter of Credit/Certificate from banks for meeting the fund requirements of not less than the amount indicated in the BDS.);

g. Authority letter to seek references from the Bidder's bankers;

h. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last three years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;

i. Proposals for subcontracting components of the Works if any, amounting
to not more than the percent of the Bid Price specified in the BDS (for each work, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed);  
j. The methodology of construction, Environmental Management Plan, proposed Work Program, and Planned Value\(^1\) statement for the contract period supported with equipment planning and deployment, justifying their capability of execution and completion of the work within the stipulated period of completion as per milestones, if any, as mentioned in the Contract data (Section 6 of this document).

6.4 Bids from Joint ventures\(^2\) are not acceptable up to the limit as specified in Clause 3.4 above.

6.5 **A. To qualify for award of the contract, the bidder must have in its name:**  
a. achieved, in any one financial year, a minimum annual turnover\(^3\) of amount indicated in the BDS, in the last three years as mentioned in the BDS,  
b. participated and satisfactorily completed, as a prime contractor or as a nominated sub contractor, at least one similar work of value not less than the amount indicated in BDS,  
c. valid license for executing the proprietary works/specialized job works and should have executed similar works for a minimum amount as indicated in BDS in any one year (or his identified sub-contractor should have the license).

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1 *Planned value is the planned future expenditure for the total contract period.*

2 *For works costing more than the value specified in the BDS, Joint ventures may be allowed. In such case, the qualification criteria by each of the JV partner, lead partner are to be accordingly modified.*

3 *Financial turnover and cost of completed works of previous years shall be given weightage of 6% (six percent) per year to bring them to the price level up to the year of bid invitation.*
B. To qualify for award of the Contract, the bidder should further demonstrate:

a. Availability (either owned or leased or by procurement against mobilization advances) of the key and critical equipment for this work as indicated in Serial no. 11 of Qualification Information of Section 4.
b. Availability of key personnel with adequate experience as indicated in Serial no. 12 of Qualification Information of Section 4.

6.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria for normal works. However, sub-contractors' experience and resources shall be required to be submitted by the bidder at Serial no. 9 of Qualification Information in Section 4, if the bidder wishes to propose sub-contracting for proprietary works/specialized job works.

6.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A*N*2.5-B+C)

A = Maximum value of civil engineering works, excluding the amount of bonus received, executed in any one year during the last five years (updated to bid invitation year price level using the updation factor given below considering the completed as well as works in progress.
N = Number of years (or fraction of a year) prescribed for completion of the works for which the present bid is invited.
B = Value, updated to the current price level, of existing commitments, including those for which date of commencement/appointed date has been declared, and on-going works to be completed during the period of completion of the works for which this bid is invited.
C = the amount of bonus received, if any, during the last 5 years.

The Bidder shall produce the statements of Ongoing works and Bonus Received countersigned by the Client/ Engineer -in Charge, not below the rank of Executive Engineer.

The Factor for the year of updation of price level is indicated below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Year-1</th>
<th>Year-2</th>
<th>Year-3</th>
<th>Year-4</th>
<th>Year-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Updation Facor</td>
<td>1.0</td>
<td>1.05</td>
<td>1.10</td>
<td>1.15</td>
<td>1.15</td>
</tr>
</tbody>
</table>

6.8 Even though the bidders meet the above qualifying criteria, they are subject to disqualification if they have:
Made misleading or false representations in the forms, statements and
attachment submitted in proof of the qualification requirements; and/or
Record of poor performance such as abandoning the works, not properly completing the contract due to Contractor’s failure, litigation history, or financial failures etc.

7. **One Bid per Bidder**

7.1 Each bidder shall submit only one bid for one package. The system shall consider only the last bid submitted through the e-procurement portal.

8. **Cost of Bidding**

8.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

9. **Site visit**

The Bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the Site of proposed Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the proposed Works. The costs of visiting the Site shall be at the Bidder’s own expense.

Hiding of any work in hand, that is subsequently established, shall be construed as the bidder’s indulgence in “fraudulent practice” mentioned under clause 37 of Section 1, and actions shall be taken as mentioned in the same Section.

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4 *The value of existing commitments and on-going works shall be considered as per the information provided at Serial no. 5 of Qualification information in section 4*
Bidding Documents

10. Content of Bidding Documents

10.1 The set of bidding documents comprises the documents listed below and corrigenda/addenda issued.

<table>
<thead>
<tr>
<th>Section</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Invitation for Bids (IFB)</td>
</tr>
<tr>
<td>3</td>
<td>Instructions to Bidders(ITB) &amp; Bid Data Sheet(BDS)</td>
</tr>
<tr>
<td>4</td>
<td>Information and Documents to be submitted along with the Bid</td>
</tr>
<tr>
<td>5</td>
<td>Conditions of Contract</td>
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<tr>
<td>6</td>
<td>Contract Data</td>
</tr>
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<td>7</td>
<td>Scope of Work &amp; Technical Specifications</td>
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<td>8</td>
<td>Drawings</td>
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<tr>
<td>9</td>
<td>Bill of Quantities</td>
</tr>
<tr>
<td>10</td>
<td>Contract Forms</td>
</tr>
</tbody>
</table>

10.2 The Bidder is required to login to the e-procurement portal and download the above listed documents from the website mentioned in BDS. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

11. Clarification on Bidding Documents & Pre-Bid Meeting

11.1 A bidder requiring any clarification on the bidding documents may ask questions online in the e-procurement portal using his/her Digital Signature Certificate (DSC), within the time specified in the BDS prior to the date and time for submission of Bids.

11.2 The bidder or his official representative is invited to attend a pre-bid meeting which shall take place at the address and time indicated in the BDS. The purpose of the meeting is to clarify issues and to answer questions on any matter that relates to the bid. The bidder may submit any question in writing or by post or by email in the Format given below which shall be received by the Bid Inviting Officer prior to the date and time of the pre-bid meeting.
FORMAT OF SENDING PRE-BID QUERIES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Section in RFP</th>
<th>Clause No.</th>
<th>Page No.</th>
<th>Contents of RFP requiring clarification</th>
<th>Change Requested/Clarification Required</th>
</tr>
</thead>
</table>

Signature
Name of Authorized Signatory
Company Seal & Date

11.3 The Employer’s response to the queries shall be posted in the portal without mentioning the identity of any bidder.

11.4 Any modification of the bidding documents listed in sub-clause 3.8.1 which may become necessary as a result of the clarification, shall be made by the Employer through the issue of an Addendum/Corrigendum pursuant to Clause 10 in the portal.

12. Amendment to Bidding Documents

12.1 Before the date for submission of bids, the Employer may modify the bidding documents by issuing corrigenda and addenda.
12.2 Any corrigendum or addendum thus issued shall be part of the bidding documents.
12.3 The corrigenda and addenda shall be published in the website www.jktenders.gov.in
12.4 To give reasonable time to the prospective bidders to take a corrigendum/addendum into account in preparing their bids, the Employer may extend if necessary the date for submission of bids.
Preparation of Bids

13. Language of the Bid

13.1 All documents relating to the bid shall be in the English language.

14. Documents comprising the Bid

14.1 The bid to be submitted by the bidder online (refer Clause 8.2 of ITB) shall be in two separate parts:

A Part 1: TECHNICAL PART:
The Technical Part shall contain the following documents, the scanned copies thereof shall be uploaded on the portal:
1. Proof of Bid document Fee Paid
2. Proof of Bid Security Paid
3. Details of Bidder
4. Contractor’s Letter for Bidding
5. Power of Attorney
6. Format for Evidence of access to or Availability of Credit facility
7. Affidavit regarding Abandoned Works and Undertaking
8. Statement of Ethical Conduct, Fraud and Corruption
9. Financial standing of the Bidder
10. Civil Construction Works completed during last three years
11. Experience in works of similar nature and size during last three years
12. Existing Commitments and ongoing works
13. In the case of bid submitted by a JV, the bid shall include a copy of the JV Agreement OR a letter of intent to execute a JV Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of proposed Agreement.
14. Copies of GST registration certificate and PERMANENT ACCOUNT NUMBER (PAN) from Income Tax Department
15. All the pages of the submitted bid should be stamped and signed by the bidder/his authorised representative.

B. PART II: FINANCIAL PART:
1. The Financial Part shall be filled properly in “The Letter for Financial Bid” and shall be submitted in a sealed envelope.
2. The Contractor shall quote rate of each item in the relevant column in the Bill of Quantities OR fill in the Schedules given in lieu of Bill of Quantities
3. All duties, taxes (including GST) and other levies including for possible future variations payable by the Bidder under the contract or for any other cause shall be included in the rates quoted by the contractor.
4. Rates quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to any variation on any account unless otherwise specified in the contract.
5. Rates shall be quoted in figures as well as in words. If any difference is found in figures and words, the rate in words shall be taken as valid and correct.
6. All the pages of the submitted bid should be stamped and signed by the bidder/his authorised representative.
7. Bid sent by e-mail or fax etc. shall not be considered.
15. **Bid Price**

15.1 The Bidder shall bid for the whole work as described in the Bill of Quantities.

15.2 For item rate tenders, the bidder shall fill in rates in figures and words and should not leave any cell blank.

15.3 All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates (including GST) prices and total Bid Price be submitted by the Bidder.

15.4 The rates and prices quoted by the Bidder shall remain fixed for the Contract period or for a period of one year if the Contract Period is less than one year, and shall not be subjected to any adjustments due to rise or fall in the market prices.

16. **Currencies of Bid and Payment**

16.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

17. **Bid Validity**

17.1 Bids shall remain valid for a period not less than period stated in the BDS after the last date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may agree to or reject the request.

17.3 A bidder who has agreed to the Employer’s request for extension of bid validity, in no case, shall be permitted to modify his bid.

18. **Bid Security**

18.1 The Bidder shall furnish, as part of his Bid, a Bid security in the shape of Unconditional Irrevocable Bank Guarantee from any Nationalised Bank in the format given in Section 10 for the amount as shown in the IFB/BDS for this particular work, in favour of the person named in the IFB/BDS.

18.2 Bank guarantees (and other instruments having fixed validity) issued as security for the bid shall be valid for 28 days beyond the validity of the bid.

18.3 The bidder shall scan all the written/printed pages of the bid security and upload the same in portable document format (PDF) to the system in designated place of the Technical Bid. Furnishing scanned copy of such documents is mandatory, otherwise his/her bid shall be declared as non-responsive and liable for rejection.

18.4 The Bid Inviting Officer will check/compare all the uploaded scanned documents of the bidders with the original documents at the time of opening of the submitted bids. In the eventuality of failure on the part of the bidders to produce the original documents, his/her bid shall not be evaluated, and the bidder shall be debarred in future from participating in all bids in the State for 3 years and will be recommended for blacklisting by the competent authority.

18.5 The Bid Security may be forfeited

a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
b. if the Bidder, in the event of being the successful Bidder, fails within the specified time limit to
   i. sign the Agreement, and/or
   ii. furnish the required Performance Security,
18.6 The Bid Security of a JV shall be in the name of the JV that submits the bid.
18.7 The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder’s furnishing of the performance security pursuant to Clause 31, but not later than one month of Signing the Contract Agreement.
18.8 The Bid Security of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.
18.9 Combined bid security for more than one work is not acceptable.

19. Alternative Proposals by Bidders
19.1 Conditional offers or alternative offers shall not be accepted

20. Format & Signing of Bid
20.1 Bidders are to submit only the original BOQ (in .excel format) uploaded by Bid Inviting Officer after entering the relevant fields without any alteration/ deletion/ modification. In case of item rate bid, bidders shall fill in their rates in the specified cells without keeping it blank.
20.2 Multiple BOQ submission by any bidder shall lead to cancellation of his bid.
20.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
20.4 The bidder shall write his name in the space provided in the specified location in the Priced Bill of Quantities (BOQ)
20.5 The bidder shall log on to the portal with his/her DSC and move to the desired bid for uploading the documents in appropriate place one by one simultaneously checking the documents.
20.6 The Bid Inviting Officer shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
20.7 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the Bidder to upload the drawings and the other Bid documents (after signing) while uploading his bid. It is deemed that the bidder has referred to all the drawings and documents uploaded by the Bid Inviting Officer. However, all these documents shall be submitted along with the hard copies.
20.8 Signing of Bid
20.9 The bidder shall digitally sign all pages of the bid, statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.
 Submission of Bids

21. Date for Submission of the Bids

21.1 Bid shall be received ONLINE on or before the date and time given in BDS.
21.2 Hard copies of bids shall be received on or before the date and time given in BDS.
21.3 The Employer may extend the date for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.

22. Timeline for Submission of Bids

22.1 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
22.2 The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Bid Inviting Officer.
22.3 All the bids uploaded by the Bidders to the portal will be encrypted. The encrypted Bids can only be decrypted/opened by the authorised persons on or after the due date and time.
22.4 Once submitted, the bids can't be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.
22.5 The submitted hard copies of the bid shall be acceptable only if the bidder has submitted his bid ONLINE also.

23. Late Bids

23.1 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid.

24. Modification, Resubmission and Withdrawal of Bids

24.1 Resubmission of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh. However, the last submitted ONLINE bid will only be considered for the purpose of evaluation.
24.2 The Bidder can withdraw his/her bid before the date and time of receipt of the bid by uploading scanned copy of a letter addressed to the Bid Inviting Officer citing reasons for withdrawal. The system shall not allow any withdrawal after the date and time of submission.

Bid Opening and Evaluation

25. Bid Opening

25.1 Bids cannot be opened before the specified date & time, even by the Bid Inviting Officer or the Procurement Officer or the Publisher.
25.2 Bid opening date and time is specified during bid creation or can be extended through corrigendum.
25.3 Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal.
25.4 The Bid Opening Officer shall log-on to the portal to decrypt the bid submitted by the bidders. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

25.5 In the event of the specified date of bid opening being declared a holiday for the Bid Inviting Officer, the bids will be opened at the same time on the next working day.

25.6 In case of all the bids being non-responsive, the Bid Inviting Officer shall complete the e- Procurement process by uploading the official letter for cancellation/re-bid.

26. Confidentiality

26.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

26.2 Any effort by a Bidder to influence the Employer or any of his representatives during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of his bid.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of bids, and qualification of the bidders; the Employer may ask the bidder/bidders for required clarification on the information submitted with the bid. The request for clarification and the response shall be sent by e-mail only. The Bidder will respond in not more than five calendar days from the date of issue of clarification letter. No change in the price or substance of the Bid shall be sought, offered, or permitted.

27.2 Subject to clause 24, no Bidder shall contact the Employer or any of his representatives on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he shall do so in writing.

28. Examination of Bids, and Determination of Responsiveness

28.1 During the detailed evaluation of "Technical Bid", the Employer will determine whether each bid
   a. meets the eligibility criteria defined in Clause 3 of ITB;
   b. meets the qualification criteria in accordance with the provision of Clause 4 of ITB; and c. is accompanied by the required bid cost, bid security and bid securing declaration form and the required documents mentioned under Section 4.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
   a. which affects in any substantial way the scope, quality, or performance of the Works;
   b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
   c. whose implementation would affect unfairly the competitive position of
other Bidders presenting responsive Bids.

28.3 If a Bid is not found responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

28.4 Non submission of legible documents may render the bid non-responsive.

29. **Correction of Errors**

29.1 The bid documents submitted ONLINE only shall be considered for the purposes of evaluation. As such, there shall be no arithmetical correction due to e-procurement processes.

29.2 In case of any difference in the documents / rates provided with hard copies and the documents / rates submitted ONLINE, the ONLINE submitted documents / rates shall be taken as correct.

30. **Conversion to Single Currency**

30.1 The bidder shall quote the prices in INR only.

31. **Evaluations and Comparison of Responsive Bids**

31.1 All the opened bids shall be downloaded and printed for taking up evaluation. The Employer will evaluate and compare the Financial Bids and arrange the Financial Bids in order of their value for subsequent evaluation.

31.2 The bidder may be asked by e-mail to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Bid Inviting Officer may ask for any other document of historical nature during Technical evaluation of the bid; provided, in all such cases, furnishing of any document in no way alters the Bidder’s price bid. The bidder shall respond in not more than seven number of days of issue of the clarification letter as mentioned in BDS, failing which the bid of the bidder will be evaluated on its own merit.

31.3 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

31.4 JSCL shall inform, by e-mail, the Bidders whose Technical Bids are found responsive i.e. Technically Qualified Bidders, about date time and place of opening of Part-II i.e. Financial Bid. In the event of the specified date being a holiday for JSCL, the Bids will be opened at the appointed time and location on the next working day. The bidders or their representatives may attend the opening of Financial Bids. The Financial Bids of the technically responsive bidders shall be opened on the due date and time of opening. The Bid Inviting Officer shall log on to the system in sequence and open the Financial Bid. At the time of opening of “Financial Bid”, bidders, whose Technical Bids were found responsive, may be present.

31.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC anywhere.

31.6 The estimated effect of the price adjustment conditions, if any, under Clause 5.46 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid Evaluation.

31.7 If the Bid of the successful Bidder is seriously unbalanced in the opinion of the
Employer by less than 20% in relation to the Employer’s estimate for the work to be performed under the contract, the Employer will require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, and/or to demonstrate the internal consistency of these prices with the construction methods and schedule proposed. The bidder shall respond in not more than seven number of days of issue of the clarification letter as mentioned in BDS, failing which the bid of the bidder will be evaluated on its own merit.
In cases of such unbalanced bids, the Employer will require that the amount of the performance security be increased to 20% of the bid value at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

32. Negotiation of Bids

32.1 After examination, evaluation, and comparison of bids, the Bid Inviting Officer may, at his discretion, call the lowest bidder for negotiation on construction methodology, works programme, deployment of personnel, plant and machinery for construction etc.

32.2 Special attention shall be paid to optimize the required output from the lowest bidder to define clearly the inputs required from the employer to ensure satisfactory implementation of the assignment.

33. Award of Contract

33.1 Award Criteria

33.1.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose bid has been determined to be responsive and who has offered the lowest evaluated bid price.

33.1.2 In the eventuality of failure on the part of the successful bidder to submit the performance security within the stipulated time, the employer at his own discretion shall encash the bid security and the Bidder shall be debarred in future from participating in all the Bids from any Government owned agency/corporation/authority/special purpose vehicle, for three years and will be recommended for blacklisting by the competent authority. In such a situation, the next successful bidder will be required to produce his Performance Security for consideration of his bid at the negotiated rate equal to lowest bidder otherwise the tender will be cancelled.

33.2 Employer's Right to Accept any Bid and to Reject any or all Bids

33.2.1 Notwithstanding Clause 31.1 the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without assigning any reason therefor and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33.3 Notification of Award and Signing of Agreement
33.3.1 The Bidder, whose Bid has been accepted, shall be notified of award by the Employer prior to expiration of the Bid validity period by e-mail /courier. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") will state the sum that the Employer will pay to the Bidder in consideration of the execution, completion and remedying defects of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.3.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 31.4 within 21 days of issue of letter of award.

33.3.3 A detailed works program showing the general methods, arrangements, order and timing for all the activities in the Works along with quarterly planned value statement and milestone wise detail works program in accordance with the provisions of Clause 4.3(j) shall be submitted within one month of the signing of the contract agreement.

33.3.4 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful Bidder in the office of the Employer within 28 days following the issue of the Letter of Award.

33.3.5 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

33.4 Performance Security

33.4.1 Within 21 days of receipt of the Letter of Award, the successful Bidder shall deliver to the Employer a Performance Security in the form of irrevocable, unconditional Bank Guarantee valid for a period as stipulated in Clause 49 of Conditions of Contract & in the Contract Data for an amount equivalent to a percentage of the Contract price as mentioned in BDS plus Additional Performance Security for unbalanced bids in accordance with sub-clause 29.7 of ITB.

33.4.2 The performance security is to be provided by the successful Bidder in the form of unconditional, irrevocable Bank Guarantee, from a Nationalized/Scheduled Indian bank, whose Jammu Branch shall be clearly authorized to pay the claim on demand by the Employer.

33.4.3 In the event of the successful Bidder failing to comply with the requirements of Sub-Clause 31.4.1, such a failure shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

33.5 Advance Payment and Security

33.5.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

33.6 Dispute Resolution

In case of disputes, the bidder shall approach the CEO JSCL for resolution of his grievance or point of dispute. If the Bidder is not satisfied with the decision of the CEO, JSCL, then the Bidder as the aggrieved party can request the dispute be referred for arbitration by
the Arbitral Tribunal consisting of the sole Arbitrator to be nominated by the CEO, JSCL, who will resolve the dispute through provisions of Arbitration & Conciliation Act, 1996.

33.7 Corrupt or Fraudulent Practices

33.7.1 It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

a. “Corrupt practice” means the 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; and

b. “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 Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

c. “collusive practice” is an arrangement between two or more parties7 designed to achieve an improper purpose, including to influence improperly the actions of another party;

d. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party8.

33.7.2 The Employer will reject a proposal for evaluation, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

33.7.3 Furthermore, Bidders may be aware of the provision stated in Clause 61 of the Conditions of Contract.

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7 “parties” refers to participation in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

8 A “party” refers to a participant in the procurement process or contract execution.
# BID DATA SHEET (BDS)

[The Employer shall fill up all the details required in the BDS]

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th>NIT No. :</th>
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<tbody>
<tr>
<td></td>
<td>The Employer :- Chief Executive Officer, Jammu Smart City Limited.</td>
</tr>
<tr>
<td></td>
<td>Name of the Project,:-Engineering, Procurement and Construction of Wayfinding Signages in Jammu city (Phase-1)</td>
</tr>
<tr>
<td></td>
<td>Works Requirement: The Job involves Design, Fabrication &amp; Installation of 682 No. signages of various types as detailed in the Scope of Work at different locations in Jammu city as per Drawings attached and specifications as per IRC 67-2012 and latest MORTH specifications.</td>
</tr>
</tbody>
</table>

| ITB 2.1 | The Project is financed by: GOVERNMENT OF INDIA/Govt.of Jammu & Kashmir through Smart City Mission. |

| ITB 4.3 (f) | The funds available is Rs.1074 Lakh |

| ITB 4.3 (i) | The bidder shall not propose to sub-contract elements of the works amounting to more than 40% of the bid price. |

| ITB 4.5 A (a) | Rs. 500 Lakh |
|              | In case of JV, lead partner must meet 50% of the requirements, each partner 30% and all partners combined must meet the requirements in full. |
|              | The financial year should be among the last five years from 2014-15 to 2018-19 |

| ITB 4.5 A (b) | Rs.900 Lakh |
|              | In case of JV, lead partner must meet 50% of the requirements, each partner 30% and all partners combined must meet the requirements in full. |

## B. Bidding Documents


| ITB 9.1 | Prior to the Date of Pre-Bid meeting |
### C. Preparation of Bids

**ITB 12.1**
The Bidder shall submit the following additional documents with its bid.
1. Audited and certified balance sheets of bidder for the latest 3 financial years.
2. For joint venture bidders either (a) copy of the JV Agreement [duly notarized or attested to by the appropriate authority] or (b) a formal letter of intent to enter into an JV Agreement, if it is awarded the contract [duly notarized or attested to by the appropriate authority].

**ITB 13.4**
Price adjustment :- Not applicable.

**ITB 15.1**
120 days

**ITB 16.1**
Bid Security Amount : Rupees: 20.00 Lakh to be pledged to C.E.O Jammu Smart City Limited

**TB 16.6**
If it is not possible to get the bid security in the name of JV, it can be in the name of any of the partners supported with an undertaking from the all the JV partners that the attached bid security is submitted by the proposed JV.
### D. Submission of Bids

| ITB 19.1 | The date and time for bid submission online is:  
Date: [30-10-2019]  
Time: [11.00AM] |
| ITB 19.2 | The date and time for submission of hard copies  
Date: [30-10-19]  
Time: [11.00AM] |

### E. Bid Opening and Evaluation

| ITB 22.1 | The Bid opening shall take place at  
Date/ Time :07-11-2019, 3.00PM  
Place: Office of the CEO, Jammu Smart City Limited, Jammu (Deputy Commissioner’s Office, Wazarat Road, Jammu) |
| ITB 29.2 | 7 days |
| ITB 29.7 | 7 days |
| ITB 31.4.1 | 10% of the Accepted Contract Amount. |

#### ITB 31.4.1

No additional performance security is required when the bid value is up to 10% less than the estimated cost. When the bid amount is less than the estimated cost by more than 20% of the JSCL estimate, the JSCL requires that the amount of the performance security be increased to a maximum of 20% of the bid value.
SECTION 4 : QUALIFICATION INFORMATION

INFORMATION AND DOCUMENTS TO BE FURNISHED ALONG WITH THE BID

[The Bidder shall submit all the documents indicated below, in complete shape.]

1. CONTRACTOR’S BID
2. PROOF OF COST OF BID DOCUMENT
3. MINIMUM ELIGIBILITY CRITERIA
4. QUALIFICATION INFORMATION
5. BID-SECURING DECLARATION
6. EVIDENCE OF CREDIT FACILITY
7. AFFIDAVIT REGARDING ABANDONED WORKS AND UNDERTAKING
8. STATEMENT OF ETHICAL CONDUCT, FRAUD AND CORRUPTION
9. BID SECURITY INSTRUMENT
1. **Bid Submission Form**  
   *(Annexure 2)*  
   *(To be filled in by the Bidder and submitted along with the offer)*
2. **Proof of Cost of Bid Document**

(The Contractor shall pay the cost of bid document in the manner as specified in the IFB and submit its proof.)
### 3. Minimum Eligibility Criteria/ Qualification Criteria

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criterion</th>
<th>Documentary Evidence Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder should be an individual sole proprietorship/ Company/ Partnership firm/ LLP registered in India.</td>
<td>Enclose copy of Certificate of Incorporation/ Registration issued by relevant authority in India and Copy of PAN Card.</td>
</tr>
<tr>
<td>2.</td>
<td>The Bidder must have a valid EPF, ESI registration.</td>
<td>Copies of registration to be enclosed with Bid.</td>
</tr>
<tr>
<td>3.</td>
<td>The Bidder should have a valid GST number or should have registered under GST.</td>
<td>Enclose copy of GST Registration Certificate</td>
</tr>
</tbody>
</table>
| 4.    | Bidder must have in the last 3 (three) years preceding the last date of submission of Bids should have completed:  
One similar work costing not less than 80% of the estimated value of the work  
OR  
Two similar works costing not less than 50% each of the estimated value of the work  
OR  
Three similar works costing not less than 40% each of the estimated value of the work |  
1. Details to be provided as per Appendix 12  
2. The requisite completion/ performance certificate received from the client shall be furnished with Bid. |
| 5.    | Bidder must have:  
   i. Positive Net Worth in the Financial Year preceding Bid Submission Date  
   ii. Achieved Average Annual turnover (from similar works only) during last 3 financial years (i.e. FY 2016-17, 2017-18 & 2018-19) immediately preceding the current Financial Year of at least Rs. 500 Lakh (Rupees Five Hundred Lakh).  
   iii. Bidder should have ISO 9001: 2015 Certification accredited by IAF (International Accreditation Forum) | Details to be provided as per Format of the Bidding Document; Copies of balance sheets and statement(s) featuring turnover during the aforesaid periods should be submitted duly signed by the Bidder and the Chartered Accountant concerned, as applicable. Undertaking that the bidder will be able to invest a minimum amount up to 25% of contract value of work, during implementation of work. Availability of Letter of Credit from a reputable bank |
iv) The Bidders’ Available Bid capacity should be more than the total bid value. The Available Bid Capacity shall be calculated as per the formula:

\[
\text{Assessed Available Bid capacity} = (A \times N \times 2.5 - B + C)
\]

A = Maximum value of civil engineering works executed in any one year during the last three years (updated to bid invitation year price level) based on approved annual inflation rate (See also the footnote no.4-) considering the completed as well as works in progress.

N = Number of years (or fraction of a year) prescribed for completion of the works for which the present bid is invited.

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bid is invited.

C = Amount of Bonus received, if any, during the last five years.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Update Factor</td>
<td>1.0</td>
<td>1.05</td>
<td>1.10</td>
<td>1.15</td>
<td>1.20</td>
</tr>
</tbody>
</table>

6. **The Bidder should not have been debarred / blacklisted by any State Government / Central Government / PSU / JSCL / Government authority in India for any reason and the same subsists as on Bid Submission Date.**

<table>
<thead>
<tr>
<th></th>
<th>Enclose blacklisting/ debarring declaration (Refer Form Appendix 6).</th>
</tr>
</thead>
</table>

Note: Bidders who meet all the requirements set forth above and provide the qualification documents as specified, only shall be considered further in the Bidding Process.
4. Qualification Information

[The information shall be filled in by the Bidder in the tables as given in Appendices at the end of Bid Document which shall be used for purpose of evaluation as provided for in Clause 4.3 of the Instructions to Bidders.]

1. Statement of compliance under the requirements of Sub Clause 3.2 of the Instructions to Bidders.

   Copy of Registration Certificate (Renewed up to date) be produced

2. For Individual Bidders

   (Sub Clause 4.3 (a) of Instructions to Bidders may be referred to)

   Constitution or legal status of Bidder: ________________________________

   [Attach copy]

   Place of registration: ________________________________

   Principal place of business: ________________________________

   Name of Authorized Signatory of Bid: ________________________________

   Power of Attorney of Signatory of Bid: ------- Appendix 4

   [Attach original document]

3. Copies of reports on the financial standing of the Bidder, such as turnover statements as per IT return, Balance Sheet and Profit & Loss statements duly certified by a Chartered Accountant for the last five years as stated under Clause 4.5 A (a) of Instructions to Bidders. (Appendix 10:)

   (Sub Clause 4.3 (b) of Instructions to Bidders may also be referred to)

4. Total monetary value of Civil construction works completed in the last three years as stated under Sub Clause 4.3 (c) of Instructions to Bidders with attached certificate from Charted Accountants. (Appendix 11:)

   (Sub Clause 4.5 A (b) of Instructions to Bidders may also be referred to)

5. Experience in works of a similar\(^1\) nature and size for each of the last three years(2016-17,2017-18,2018-19) and details of works under way or contractually committed and clients who may be contacted for further information on those contracts.

   (Sub Clause. 4.3 (e) of Instructions to Bidders may be referred to)

   a. Experience in works of a similar nature and size:(Appendix 12:)

   b. Existing commitments and on-going works (Appendix 13)

6. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents in the

---

\(^1\) Fabrication and Installation of Advertisement Panels, Steel Framed Structures.
attached format provided in this Section.
(Sub Clause. 4.3 (f) of Instructions to Bidders may be referred to)

*Attach certificate (s) from the Engineer(s)-in-Charge, not below the rank of Executive Engineer regarding all completed & ongoing works* *Attach documentary evidence from the relevant authorities*

7. Name, address, e-mail id, telephone and fax numbers of the Bidders' Bankers who may provide references if contacted by the Employer.

(Sub Clause. 4.3 (g) of Instructions to Bidders may be referred to)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Bank</th>
<th>Address</th>
<th>Telephone No.</th>
<th>FAX no.</th>
<th>e-mail id</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Information on litigation history in which the Bidder is involved

(Sub Clause 4.3 (h) of Instructions to Bidders may be referred to)

<table>
<thead>
<tr>
<th>Other Part(ies)</th>
<th>Employer</th>
<th>Cause of Dispute</th>
<th>Amount involved</th>
<th>Remarks showing present status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


(Sub Clause 4.3 (i) of Instructions to Bidders may be referred to)

<table>
<thead>
<tr>
<th>Sections/ Items/ Nature of the works</th>
<th>Value of the Proposed Sub Contract</th>
<th>Details of Subcontractor (Name, Address, Phone No., E-mail id)</th>
<th>Copies of Experience Certificate® in similar work</th>
<th>Copies of valid license attached %</th>
<th>Consent of the proposed Sub-Contractor* Attached +</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes/ No</td>
<td>Yes/ No</td>
<td>Yes/ No</td>
</tr>
</tbody>
</table>

* Attach copies of experience certificates of similar nature of work from Employers of the Sub-Contractor.

% Attach copies of certificates of possession of valid license for executing the specialized work (Like Water supply & Sanitary work / Electrification works/ Civil works/ Proprietary works/ Specialized Job works) + Consent of the proposed Sub-Contractor to complete the work in all respects must be attached in original.

10. The proposed methodology and program of construction

(Sub Clause3. 4.3 (j) of Instructions to Bidders may be referred to)

i. Work Program Attached/Not

ii. Methodology Attached/Not
iii. Plan value Statement Attached/Not
iv. Environment Management Plan Attached/Not

11. Major items of construction equipment proposed to carry out the Contract:

[The Bidder must list all the information requested below. Refer also to Sub Clause 4.5 B (a) of the Instructions to Bidders.]

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of Equipment</th>
<th>Minimum Requirement for the works</th>
<th>Availability / arrangement with the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Nos.</td>
<td>Capacity</td>
</tr>
<tr>
<td>(1)</td>
<td></td>
<td>(2)</td>
<td>(3)</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>......</td>
<td>......</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>......</td>
<td>......</td>
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<tr>
<td>3</td>
<td></td>
<td>......</td>
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<td></td>
<td>......</td>
<td>......</td>
</tr>
</tbody>
</table>

i. The type and minimum numbers of key plants & equipment shall be specified by the Bidder depending upon type of works requirement, in columns (2), (3) & (4).

ii. The Bidder shall provide documentary evidence in support of their possession of plants and equipment listed above, in columns (5) to (9).

iii. For machineries / equipment to be used on lease basis, the bidder shall provide details of the lease agreement which shall form a part of the qualification of the bidder.

iv. Machineries, older than 5 years or in poor working condition, shall be reconditioned/ repaired to improve the performance level. Such machinery shall pass the test of satisfactory performance by an appropriate authority contracted by the Employer..

12. Qualifications and experience of key personnel proposed for administration and execution of the Contract.

[The Bidder must list all the information requested below. Refer also to Sub Clause 4.5 B (b) of the Instructions to Bidders.]

<table>
<thead>
<tr>
<th>NO.</th>
<th>Position</th>
<th>Qualification</th>
<th>Proficiency in software</th>
<th>Total Work Experience (years)</th>
<th>Experience In Similar Position (years)</th>
<th>Experience With the Bidding Firm (Desirable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td>B.E Civil</td>
<td>Word/Excel</td>
<td>15</td>
<td>7</td>
<td>3</td>
</tr>
<tr>
<td>2.</td>
<td>Planning and Manager</td>
<td>Degree/Diploma in</td>
<td>M.S. Project/</td>
<td>7</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>Professional</td>
<td>Qualification/Experience</td>
<td>Software/Tools Required</td>
<td>Grade</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduling Engineer</td>
<td>construction on Management</td>
<td>Primavera and Any other Project Planning Software</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Material/Quality Control Manager</td>
<td>Degree or Diploma in Civil</td>
<td>Word/Excel</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Plant and Equipment Engineer</td>
<td>Diploma Mechanical</td>
<td>None</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Quantity Surveyor</td>
<td>Diploma Civil</td>
<td>HDM-4, Excel, Word</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Chief Health &amp; Safety Officer</td>
<td>Graduate / Diploma Civil</td>
<td>Word, Excel</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Document Controller</td>
<td>Graduate</td>
<td>7</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** The list of professionals listed above are considered as the minimum required for executing the project successfully. The Bidder shall provide CVs of proposed personnel listed above. If the Bidder submits the bid without details requested under this sub-clause 12, the bid shall be considered non-responsive and is liable to be rejected. During construction if the need arises to replace any of the staff, equivalent or more experienced persons should be proposed as replacement. Non-deployment of above professionals will lead to the breach of contract.
SECTION – 5: CONDITIONS OF CONTRACT
GENERAL

1. Definitions

Terms, which are defined in the Contract Data, are not defined in the Conditions of Contract but keep their defined meanings. Defined terms are shown in bold letters.

1.1 Bill of Quantities

Bill of quantities means the priced and completed Bill of Quantities.

1.2 Compensation Events

The Compensation Events are those defined in Clause 41 of G.C.C hereunder.

1.3 Completion Date

This is the date by which the Contractor is contractually obliged to complete the works, taking account of award of any EOTs. As well as being an overall date for completion, the contract completion date may be the date for completion of a section of works or a milestone date.

1.3.1 The Intended Completion Date

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

1.3.2 Substantial completion

When the Works is completed to an extent that it is fit for its intended purpose, in accordance with the construction contract, i.e. it can be fully put to its intended use and only less than 05% percent of the contract value remains to be executed, the Works is stated to be substantially complete.

1.4 The Contract

1.4.1 The Contract is the contract between the Employer and the Contractor, in this case the System Integrator, to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

1.4.2 The Contractor’s Bid is the completed Bid as per the requirements shown in instructions to Bidders, submitted by the Contractor to the Employer and includes Technical and Contract

1.4.3 The Contract Data defines the documents and other information, which comprise The Contract Price is the price stated in the Letter of Award and thereafter as adjusted in accordance with the provisions of the Contract.

1.4.4 The Contract Period means works execution period including the Defects Liability Period as given in the Contract Data. The Contract Period will begin from the date of signing of the Contract and will end with successful taking over by the Employer It will also include any time extensions given by the Employer

1.4.5 Days are calendar days; months are calendar months
1.5 The Contractor

The Contractor is a person or corporate body whose Bid to carry out the Works that has been accepted by the Employer.

1.5.1 Subcontractor

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

1.6 Critical Path

The Critical path is the longest sequence of activities through a project network from start to finish, the sum of whose durations determines the overall project duration. A delay to progress of any activity on the critical path will, without acceleration or re-sequencing, cause the overall project duration to be extended, and is therefore referred to as a ‘critical delay’.

1.6.1 Critical Path analysis

It is the process of analysing the critical or near critical activities in a CPM programme to manage progress, balance resource allocations and ascertain delays or acceleration to the date for completion or the completion date of the Works, a section or a milestone.

1.6.2 Critical Path method (CPM)

The methodology or management technique that, through the use of calculation rules (usually automatically carried out by programming software) determines the critical path and calculate float.

1.7 Delay

Delay is the time lag in actual completion of activities compared to what was planned.

1.7.1 Contractor Risk Event

An event or cause of delay or disruption which under the contract is at the risk and responsibility of the Contractor.

1.7.2 Contractor Delay

The expression Contractor delay is used to describe any delay caused by a Contractor Risk Event. A contractor delay to progress, is a delay which will merely cause delay to contractor’s progress without impacting the contract completion date. Contractor Delay to Completion is a delay which will cause a contract completion date not to be met.

1.7.3 Employer Risk Event

An event or cause of delay or disruption which under the contract is at the risk and responsibility of the Employer. Employer Risk Event

1.7.4 Employer Delay

The expression Employer Delay commonly describes any delay caused by an Employer Risk Event. An employer delay to completion will cause a contract completion date not to be met. However,
Employer Delay to Progress is merely a delay to the Contractor’s progress without impacting the contract completion date.

1.7.5 Concurrent delay

The expression concurrent delay, describes circumstances when a delay caused by Employer and a delay caused by Contractor, overlap during a period of time. It also describes circumstances when two delays, one caused by the Employer and another caused by the Contractor occur at different times, but their effects are felt (in whole or in part) at the same time.

1.7.6 Contemporaneous documents

Literal meaning of the word contemporaneous is concurrent i.e. that which is happening at the same time. Contemporaneous documents are records of activities that have happened or are happening at the same time as the event under consideration. These documents or records include as a minimum, work programme, updated immediately prior to the event, detailed short term look ahead programmes, records that explain the key considerations and assumptions regarding durations, key resources, risks, logic and sequences of activities in the programme, daily records of progress, daily report from site posted by site engineers, minutes of meetings, instructions, correspondence between the parties to the contract, letters, e-mails, all having relevance to the event under consideration.

1.8 Defect Liability period

1.8.1 A Defect is any part of the Works not completed in accordance with the Contract.

1.8.2 The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

1.9 Disruption

Disruption is a disturbance, hindrance or interruption to a Contractor’s normal working methods, resulting in lower efficiency. Disruption claims relate to loss of productivity in the execution of particular work activities.

1.10 Drawings

1.10.1 Good for Construction (GFC) drawings

These are the drawings issued by the Employer to the Contractor in an item rate contract. The contractor executes the Works according to these drawings. Any mistake in a GFC drawing shall be attributable to the Employer.

1.10.2 Tender Drawing

These are drawings issued by the Employer as part of the Request For Proposals (RFP) and are deemed sufficient for a bidder to quote for the project. The Bidder is expected to study these drawings and bring to the notice of the employer, any discrepancy/mistake at the tender stage itself.

1.10.3 Working Drawings-
These are the drawings which are to be prepared by the Contractor showing details of construction, more elaborate than in the ‘good for construction drawings’ issued by the Employer. The Contractor takes he responsibility of the preparation and accuracy of the Working drawings.

1.10.4 As Built Drawings-

As Built drawings are the drawings of the finally executed works, generally developed from the working drawings, prepared by the Contractor and certified true by the Engineer/ Supervision Consultant as authentic.

1.11 Earned Value

The Earned Value is the cumulative measure of the work performed expressed in monetary unit on any particular date.

1.12 The Employer

The Employer is the party named in the Contract Data who will employ the Contractor to carry out the Works.

1.13 The Engineer

The Engineer in-Charge or alternatively called the Engineer is the person or firm named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor’s work, and administering the Contract.

1.14 The Equipment

The Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.

1.15 Escrow account

An escrow account is a temporary account held by a firm or person into which payments, and from which disbursements, for a specific purpose are made.

1.16 Float

The time available for an activity in addition to the planned duration. Free float is the amount of time an activity can be delayed beyond its early start/early finish dates, without delaying the early start/early finish of any immediately following activity.

1.17 Initial contract Price

The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Award.

1.18 Materials

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
1.19 Method statement

A written description of the Contractor’s proposed manner of safely carrying out the Works or part thereof, setting out assumptions underlying the chosen method and the reasoning behind the approach to the various phases of construction. It should include details of key resources, including men material and machinery.

1.20 Planned Value

Planned value is the planned future expenditure for a period, i.e. for a month, a financial quarter, a year or the period or the total contract period.

1.21 Plant

Plant is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function.

1.22 Provisional Sum

The “Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services, which is not fully detailed in the tender for the tenderers to price.

1.23 The Routine Maintenance Works

The Routine Maintenance Works means the works required to be carried out by the Contractor between the commencement date and the date on which Taking over Certificate is issued to keep the site in traffic-worthy condition for movement of usual traffic as well as construction traffic. Routine Maintenance Works form part of works but are considered incidental to the works and are not separately paid for.

1.24 The Site

The Site is the area defined as such in the Contract data.

1.25 Site Investigation Reports

Site Investigation Reports are those, which were included in the Bidding documents and are actual interpretative reports about the surface and sub-surface conditions at the site.

1.26 Specifications

The Specification means the description of scope of work, materials to be used, methods of installation/construction, quality of workmanship expected by the Employer in any element of work included in the Contract and any modification or addition made or approved by the Employer.

1.27 The Start Date/ Commencement Date

The Start Date/Date of Commencement is that given in the Contract Data, when contract agreement is signed. It does not necessarily coincide with any of the Site Possession Dates.

1.28 Variation
A Variation is an instruction given by the Engineer, which changes the scope of the Works both in respect of increase or decrease of quantities, specifications and execution of new items.

1.29 The Works

The Works are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the Contract Data. 1.29. Temporary Works.

1.29.1 Temporary Works.

Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the permanent Works.

1.30 Joint and Several Liability of Joint Venture Contractor

i. “If the Contractor is a Joint Venture of two or more partners / companies, all partners of the Joint Venture shall be jointly and severally bound to the Employer for the execution of the entire Contract in accordance with its Terms and Conditions and shall designate a Lead Partner of the Joint Venture with authority to bind the Joint Venture evidenced by a Power of Attorney signed by legally authorized signatories of all partners. The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and the entire execution of the Contract (including receiving payment) shall be carried out exclusively through the Lead Partner. The composition or the constitution of the Joint Venture shall not be altered without prior approval of the Employer.

ii. The number of partners in a Joint Venture shall not exceed three(3).

iii. As a minimum the Project Manager/Contract Manager and Planning and Scheduling Engineer should be the staff of the Lead Partner of the Joint Venture.

iv. In the event of default by any partner in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the other partner(s) of the Joint Venture. The Lead Partner shall, within 60 days of the said Notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will be deemed to be a breach of contract and make the Contractor liable for action by the Employer under Sub-Clause 57 of the General Conditions of Contract.

v. Such assignment shall in no way relieve the joint venture of its obligation to complete the works within the Time for Completion of the Works or Section (as the case may be) as described in GCC Clause. The joint venture shall not be
entitled to an Extension of Time for Completion except as under clause 24 of GCC.

vi. Notwithstanding the permission to assignment of the work of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned above, all the partners of the Joint Venture will retain full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.

2 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. In this Contract, except where the context requires otherwise:
   a) Works have their normal meaning under the language of the Contract unless specifically defined. The Engineer-in-charge will provide instructions clarifying queries about the Conditions of the Contract;
   b) words indicating the singular also include the plural and words indicating the plural also include the singular;
   c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
   d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
   e) The word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.

2.2 The Implementing Agency may complete the work in sections as per the approved work program and in such case, references in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date shall apply to such section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:
   1. Agreement
   2. Letter of Award, notice to proceed with the works
   3. Contract Data
   4. Conditions of Contract including Special or Particular Conditions of Contract
   5. Specifications
   6. Drawings
   7. Bill of quantities
   8. Contractor’s Bid
   9. Any other Document (specified in the Contract Data)

3 Language and Law
3.1 The language of the Contract and the law governing the Contract are as stated in the Contract Data.

4 Engineer’s Duties and Authority

4.1 The employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties. The Engineer shall have no authority to amend the Contract.

4.2 *Except otherwise specifically stated in the Contract Data, the Engineer will represent the Employer, protect the interests of the Employer and decide contractual matters between the Employer and the Contractor, as per the provisions of the contract. Engineer’s decisions will be impartial.

4.3 The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer. However, whenever the Engineer exercises a specified authority for which the Employer’s approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

4.4 The Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
any act by the Engineer in response to a Contractor’s request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

4.5 The Engineer shall obtain the specific approval of the Employer before taking action under the following
(A) agreeing or determining an extension of time and/or additional cost.
(B) instructing a Variation, except;
   (i) in an emergency situation as determined by the Engineer, or
   (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute
all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and shall notify the Contractor accordingly, with a copy to the Employer.

4.6 Delegation by the Engineer

The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in this Contract.

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

(a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;
(b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

4.7 Instructions of the Engineer

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 36 (Variations) shall apply.

The Contractor shall comply with the instructions given by the Engineer or a delegated assistant. If the Engineer or a delegated assistant (a) gives an oral instruction, (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

5 Communications
5.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

6 Sub-contracting

6.1 The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but shall not assign such portion of the Contract without the approval of the Employer in writing.

The Contractor shall not subcontract the whole of the works. Unless otherwise stated in the Particular Conditions:
(a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
(b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors;
(c) the Contractor shall give the Engineer not less than 28 days’ notice of the intended date of the Commencement of each Subcontractor’s work, and of the commencement of such work on the Site; and
(d) each subcontract shall include provisions which would entitle the Employer to require the subcontractor to be assigned to the Employer under Sub-Clause

6.2 Assignment of Benefit of Subcontract [if or when applicable] or in the event of termination under Sub-Clause 57 [Termination by Employer].

6.3 Assignment of Benefit of Subcontract

If a Subcontractor’s obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

6.4 If the contractor, beyond the above limit, proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer may consider the same for according approval.

6.5 The contractor shall sub-contract for executing the specialized work portion only.

6.6 Consent of the Engineer for sub-contracting shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen.
as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.

6.7 The Contractor should justify in the proposal for sub-contracting, whether (a) the circumstances warrant such sub- contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification, equipment and necessary license, if any, required for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted. The Engineer shall, if necessary, verify the documents so submitted prior to approving the proposal for subcontracting.

6.8 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor. Any such arrangement does not alter the prime contractor’s liability or obligations under the contract.

6.9 Before issuing a Payment Certificate to the Contractor, which includes an amount payable to a subcontractor, the Engineer / Employer may request the Contractor to supply reasonable evidence that the subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise.

7 Nominated Subcontractors

7.1 Definition of “nominated Subcontractor”

In the Contract, “nominated Subcontractor” means a Subcontractor:

a) who is stated in the Contract as being a nominated Subcontractor, or
b) whom the Engineer, under Clause 36 [Variations and Adjustments],
   instructs the Contractor to employ as a Subcontractor.

7.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as

*Specialized work means a different provision not generally executed by the main contracting agency, such as Water supply & Sanitary works and Electrification works in a civil works contract.

soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Contractor against and from the consequences of the matter:

a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;

b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:

i. undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract,

ii. indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and

iii. be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 7.3 [Payment to nominated Subcontractors].

7.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor’s invoices approved by the Contractor which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 40.3 [Provisional Sums], except as stated in Sub-Clause 7.4 [Evidence of Payments].

7.4 Evidence of Payments

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) submits this reasonable evidence to the Engineer, or

b) (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and

7.5 (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor’s entitlement, then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, Line Departments and the Employer on the dates as notified by the Employer from time to time. The Employer may modify these dates and shall notify the contractor of any such modification.
9 Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer.

9.2 The Engineer will approve any proposed replacement of key personnel only if qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 Except as otherwise stated in the Specification, the contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport and when appropriate, housing.

The contractor is encouraged to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the state of J&K.

10 Risks

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.

10.1 Employer’s Risks

10.1.1 The Employer is responsible for the expected risks which are:

a) in so far as they directly affect the execution of the works in the State of Jammu & Kashmir, 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 personnel), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive,

b) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,

c) a cause solely due to the design of the works, other than the Contractor’s design, or

d) any operation of the forces of nature which is unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

e) Removal of underground utilities detected subsequently.
f) Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation

f) Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor.

h) Artesian conditions.

i) Seepage, erosion, landslide.

j) Presence of historical, archaeological or religious structures, monuments interfering with the works.

k) Restriction of access to ground imposed by civil, judicial or military authority.

10.1.2 Rectification costs due to damage of works on account of Employer’s risks – If the works are damaged due to Employer’s risk as per Clause 10.1, a Committee consisting of the Employer’s representative, Engineer’s representative and Contractor’s representative will carry out a detailed inspection of damaged works and prepare a detailed report of damages occurred. The Committee shall prepare detailed cost estimate as per BoQ rates of the works. A variation order shall be prepared for rectification of the damaged works giving the time frame for completion of the rectification. The cost of rectification shall be paid to the Contractor through interim payment certificate.

10.2 Contractor’s Risks

10.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-over Certificate is issued (Taking-over of the Works and Sections) for the Works, when responsibility for the care of the Works shall pass to the Employer. The Contractor is also responsible for the risks stated below:

a. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor’s design (if any), the execution and completion of the Works and the remedying of any defects;

b. personal injury including deaths which arise during and in consequence of the performance of the Contract;

c. all other risks other than the excepted risks stated in Clause 10.2

11 Insurance

11.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance covers in two parts, i.e. (a) from the start date to the completion date, and (b) for the Defect Liability period, in the amounts stated in the Contract Data for the following events which are due to the Contractor's
risks:
a. loss of or damage to the Works, Plants and Materials;
b. loss of or damage to Equipment;
c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
d. Workman compensation policy to cover personal injury or death.

11.2 Policies and Certificates for insurance shall be delivered by the Contractor to the Engineer’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

11.3 Alterations to the terms of insurance shall not be made without the approval of the Employer.

11.4 Both parties shall comply with any conditions of the insurance policies.

12 Site Investigation Reports

12.1 The JSCL shall make or arrange to make available (on best effort basis only) to the Contractor for his information all relevant data in the JSCL’s or Municipal Corporation Jammu’s or any other government agency’s possession regarding the sub-surface and soil conditions at the Site, including environmental aspects. The Contractor shall be responsible for verifying and interpreting all such data. The JSCL or the Municipal Corporation Jammu or any other agency providing the date shall not be held responsible about the correctness of all such data and the Contractor shall confirm/verify all such data at his own cost.

12.2 To the extent which was practicable taking account of Cost and time, the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid for Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including without limitation.

13 Queries about the Contract Data

13.1 The Engineer will clarify queries if any on the Contract Data.

14 Contractor to Construct the Works

14.1 Commencement of the Works
The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer.

14.2 Construction of the Works
The Contractor shall construct and install the Works in accordance with the approved Specifications and Drawings, and as per instructions of the Engineer. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules, as mentioned in the Special Conditions of Contract.

14.3 Protection of the environment
The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are provided in the Special Conditions of Contract.

14.4 Non-performance of the routine maintenance works by the Contractor – In the event that the Contractor fails to carryout routine maintenance works as directed by Engineer’s representative within the reasonable time, it shall be deemed as a failure of the obligation by the Contractor. The Employer shall without prejudice to its rights under the Contract including termination thereof, be entitled to undertake such maintenance works at the cost of the Contractor. The cost incurred by the Employer will be recovered from the Contractor through deduction from the interim payment certification of the Contractor.

15 Completion of the Works

15.1 The Contractor shall complete the Works by the intended date of completion. In case Extension of Time has been granted, the extended date of completion shall be considered.

16 Approval by the Engineer

16.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

16.2 The Contractor shall be responsible for design and safety of Temporary and Permanent Works.

16.3 The Engineer’s approval shall not alter the Contractor’s responsibility for design and safety of the Temporary Works.
16.4 All Drawings prepared by the Contractor for the execution of the Temporary or Permanent Works, are subject to prior approval by the Engineer before their use.

17 Safety

17.1 The Contractor shall be responsible for the safety of all the personnel, plant and equipment deployed by him in the Work related activities and the Works on the Site, even if the method of construction has been shared by the Contractor with the Employer or the Engineer.

18 Discoveries

18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

19 Possession of the Site

19.1 The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. If possession of a part of the site is not given by the date stated in the Contract Data, the Employer shall give suitable extension of time for completion of work. The Employer shall not pay any compensation on this account except price adjustment as per clause 44.

20 Access to the Site

20.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

21 Instructions

21.1 The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.

21.2 The Contractor shall permit the Employer or his authorized representative to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so, required by the Employer.

22 Disputes Resolution Mechanism

i) If any dispute or differences of any kind what-so-ever arise between the JSCL, its authorized representatives and the Contractor in connection with or arising out of this Contract or the execution of Work, it will be first
attempted to be resolved amicably in accordance with the conciliation procedure set forth below

(ii) 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 Engineer-in-charge of the Work and he shall, within a period of thirty (30) days after being requested in writing by either party mediate and convey his decision.

(iii) If the Engineer-in-charge/Conciliator has conveyed his decision and no claim for arbitration has been filed by either party within a period of thirty (30) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the party and will not be a subject matter of arbitration at all.

(iv) If the mediation/conciliation fails, either party may require such Dispute to be referred to the Chairman of Board of directors of JSCL and the Chairman or chief Executive of the Contractor for amicable settlement; Such persons shall meet within 7 days of the Dispute being referred to them. If the dispute is not amicably settled within 30(thirty) days of the matter being referred to the above persons, either party may refer the Dispute to arbitration.

(v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration by the Arbitral Tribunal consisting of the sole Arbitrator to be nominated by the CEO, JSCL.

(vi) The reference to the Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim arises during the execution of Work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitral Tribunal shall be made within six (6) calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the Engineer-in-charge (whose decision in this respect shall be final and binding) whichever is earlier.

(vii) The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.

(viii) The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.

(ix) The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.

(x) The venue of arbitration shall be Jammu, J&K. The work under the contract shall continue during the arbitration proceedings.

(xi) The stamp fee due on the award shall be payable by the party as desired by the Arbitral Tribunal and in the event of such party’s default, the stamp
fee shall be recoverable from another sum due to such party under this or any other contract.

xii) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six (6) months of the following:-

a) of the date of completion of the Work as certified by the Engineer-in-charge or
b) of the date of abandonment of the Work or breach of Contract under any of its clauses, or
c) of its non-commencement or non resumption of Work within ten (10) days of written notice for commencement or resumption as applicable, or
d) of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the Contract, or
e) of receiving an intimation from the Engineer-in-charge that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.

xiii) No question relating to this Contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the Contract. The pending arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the Contract and to make alternate arrangement for completion of the Works.

xv) Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of six(6) months from the date of initiation.

xv) The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.
TIME CONTROL

23 Programme

23.1 Within 14 days of issue of letter of award of work, the successful bidder shall submit to the Employer detailed resource-based work programme. The Programme shall clearly show an appropriate Work breakdown structure, the time required to complete each element of work and the interrelationship of elements by defining a critical path- It will show the resources, men material and plant, required to carry out each element of work. The Work programme shall include Environmental Management Plan for approval showing the general methods, arrangements, order and timing for all the activities in the Works along with quarterly planned value statement.

23.2 An update of the Program shall be a program showing the actual progress achieved on each activity, the earned value and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

23.3 The contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period of 90 days. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount as specified in the Contract Data and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

23.4 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

23.5 The program will be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in the field laboratory, if any set up by the Contractor.

24 Extension of the Intended Completion Date

24.1 If the Contractor shall desire an extension of time for completion of work on the ground, he shall apply in writing to the Engineer-in-charge within 15 days of the occurrence of such event. The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
24.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 28 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed 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.

24.3 The Engineer shall, within 14 days of receiving full justification from the contractor for extension of Intended Completion Date, refer to the Employer his recommendation. The Employer shall in not more than 14 days communicate to the Engineer the Employer’s decision. If the Employer fails to give his award, the Engineer shall not grant the extension of time and the Contractor may refer the matter to the Arbitration under Clause 67 of P.C.C.

25 Delays Ordered by the Engineer

25.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

26 Management Meetings

26.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

26.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

26.3 Progress Reports: The Contractor shall prepare and submit the monthly progress reports to the Engineer in two hard copies including soft copy. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-over Certificate for the Works.

Each report shall include:

a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor’s Documents, procurement, manufacture, delivery to Site, construction, erection and testing;

b) photographs showing the status of progress of work on the Site;
c) Status of mobilisation of Contractor’s Personnel and Equipment;
d) copies of quality assurance documents, test results and certificates of Materials;
e) list of early warning notices issued to the Engineer under Sub-Clause 27
f) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

g) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
h) subcontractors appointed by the contractor, including the tasks assigned to them, and their outputs in the month of reporting.
i) Report on risks identified including their possible impact on time, cost and quality and the contractor’s proposals for mitigation of the risks.

27 Early Warning

27.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date. The estimate shall be prepared by the Contractor as soon as possible (not later than 28 days of becoming aware of the event) and submitted to the Engineer.

27.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

27.3 Failure by the contractor to intimate and warn the Engineer about such events or circumstances shall forfeit the claim of the Contractor for time or cost compensation.
QUALITY CONTROL

28 Quality Aspects

28.1 The Contractor shall be carrying out mandatory tests as prescribed in the specifications or otherwise required as per Good Industry Practice from the laboratory as approved by the Engineer-in-charge. The Contractor shall consider the cost of tests required as per Good Industry Practice while bidding for this document. The Contractor shall be solely responsible for:
   i. Carrying out and bearing the cost of the mandatory tests prescribed in the Specifications or recommended by Engineer-in-Charge; and
   ii. For the correctness of the test results, whether performed in his laboratory or elsewhere.

28.2 The Engineer-in-charge will be free to conduct surprise, random or in situ checks any time during the execution and after the completion of the Work but not later than the Operation & Maintenance Period, so as to have cross check in quality of works carried out and compliance to specifications and standards at all stages of the Work.

28.3 Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution of the Project/Works at all stages.

29 Identifying Defects

29.1 The Engineer shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

29.2 The Contractor shall permit the Employer’s Technical auditor to check the Contractor’s work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor’s or the Engineer’s responsibility as defined in the Contract Agreement.

30 Tests

30.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31 Correction of Defects

31.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects
remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

32 Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Engineer’s notice, the Engineer will assess the cost of having the Defect corrected, and recover 1.5 times of this amount from the payments due to the Contractor or from retention money.

32.2 Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

33 Issuance of Certificate of Construction Completion

33.1 Upon being satisfied that the quality work has been executed by the Contractor in accordance with the Conditions of Contract, Scope of Work & Specifications, JSCL's requirements, Drawings, etc., and also upon the Tests having been conducted successfully the Engineer-in-charge shall issue a Certificate of Development Completion signifying completion of construction of Works and commencement of Defects Liability Period and Operation & Maintenance Period. However no certificate shall be issued nor shall the work be considered to be complete until the Contractor has cleared all scaffolding, surplus materials, garbage and all huts and sanitary arrangements set up for the labour at the site and cleaned off the dirt from work.
COST CONTROL

34 Bill of Quantities

34.1 The Bill of Quantities contains items for the construction, installation, testing, and commissioning work to be done by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work to be done at the rate quoted/negotiated in the Bill of Quantities for each item.

35 Changes in the Scope of work

35.1 The competent authority reserves the right to increase or decrease any item of work during the currency of the contract, subject to Clause 36 Variations, and the contractor will be bound to comply with the order of the competent authority without any claim for compensation or higher rates for additions and alterations.

35.2 If the final quantity of the work done differs from the quantity provided in the Bill of Quantities for the particular item, by more than 25 percent and such change exceeds 1% of initial contract price; the Engineer shall adjust the rate to allow the change, duly deriving the rate as under:

a. Contract rate for the quantity up to 1.25 times the BOQ quantity
b. For any item whose quantity exceeds beyond 1.25 times the quantity provided in the BOQ, a New rate shall be applicable for the quantity in excess of 1.25 times the original quantity.
c. The New rate shall be derived and paid based on the minimum market rates of the materials, labour, and direct and indirect expenses constituting the item adopting the analysis of rates of MORTH/CPWD/State SSR, irrespective of the tender premium or discount.
d. Justification for rate adjustment as furnished by the Contractor.
e. Economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs.
f. Entitlement of the Contractor to compensation events where such events are caused by any additional work.

35.3 The new analyzed rate shall require approval of the Employer before enactment.

35.4 If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost break down of any rate in the bill of quantities.

36 Variations

36.1 Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.
36.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.

36.3 All variations shall be included in updated Programs produced by the Contractor.

36.4 Each Variation may include:
(a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
(b) changes to the quality and other characteristics of any item of work,
(c) changes to the levels, positions and/or dimensions of any part of the Works,
(d) omission of any work unless it is to be carried out by others,
(e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
(f) changes to the sequence or timing of the execution of the Works.

36.5 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.

36.6 Variation procedure
If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:
(a) a description of the proposed work to be performed and a programme for its execution,
(b) the Contractor’s proposal for any necessary modifications to the programme according to clause 23 Work Programme, and to the Time for Completion, and
(c) the Contractor’s proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt. Each Variation shall be evaluated in accordance with Clause 5.42 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

37 Payments to Variations
37.1 If the work in the Variation corresponds with similar item in the Bill of Quantities, the rate in the bill of Quantities shall be used as base rate and rate for varied item be arrived at.

37.2 If the varied item is altogether a new item of work, then the rate for the item of work shall be derived and paid based on the minimum market rates of the materials, labour, and direct and indirect expenses constituting the item adopting the analysis of rates of MORTH/CPWD/State SoR, irrespective of the tender premium or discount.

37.3 The contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

37.4 Price adjustment shall be paid as per Clause 44

37.5 There shall be a Variation Agreement signed by the Employer and Contractor for every variation order or a group of variation orders if the Employer so desires. Every Variation agreement when signed by the contractor shall be considered to be in full, final and fair compensation for the variation(s) ordered and the contractor. shall be deemed to have waived any further claim in respect of the particular variation order(s) even when it is not expressly written in the Variation Agreement.

38 Cash Flow Forecasts

38.1 The contractor shall submit a planned value statement along with the work programme for the full contract period containing cumulative future quarterly expenditures.

38.2 The Contractor shall revise the work programme and update the quarterly planned value statement and submit it to the Engineer in the first week of every financial quarter.

39 Payment Certificates

39.1 The Contractor shall submit to the Engineer monthly priced statements of the completed and accepted work less the cumulative amount certified previously, along with copies of the following documents:-

(a) Measurements and quantities of items of works done since last bill.

(b) Copies of quality control tests in specified format covering the work done since last bill.

(c) Copies of instructions recorded in the Instruction Book containing the instructions and compliance thereof, covering the work done since last bill.

39.2 The Engineer shall check the Contractor’s statement within 14 days and certify the amount to be paid to the Contractor as per contract payment schedule.

39.3 The value of work executed shall be determined by the Engineer. The value of work executed shall comprise the value of the quantities of the items as per
the milestone and work programme attached to the contract.

39.4 The Engineer shall maintain and update the earned value statement every month.

39.5 The value of work executed shall include the valuation of Change in Scope (Variation) and Compensation Events, if any.

39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40 Measurements, Evaluation and Payments

40.1 Measurements

The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application for Interim Payment Certificates, Statement on Completion and Application for Final Payment Certificate the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor’s Representative, who shall:

(a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and

(b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

40.2 Method of Measurement

Except as otherwise stated in the Contract and notwithstanding local practice:

(a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and

(b) the method of measurement shall be in accordance with the Bill of Quantities
or other applicable Schedules

40.3 Payment Schedule

40.3.1 Payment shall be made to the Contractor upon production of monthly invoice. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days from the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing savings bank interest rates.

40.3.2 Payment shall be made only for the number of Signages Completed in all respects during the period of particular invoice.

40.3.3 Items of the Works for which no rate or price has been entered will not be paid by the Employer and shall be deemed to be covered by other rates and prices in the Contract.

40.3.4 Payments shall be adjusted for deductions for any advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law.

40.4 Provisional Sums (Not Used in this Contract)

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer’s instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed.

For each Provisional Sum, the Engineer may instruct:
(a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause. 36.6 [Variation Procedure]; and/or
(b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 7 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
(i) the actual amounts paid (or due to be paid) by the Contractor, and
(ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

41 Compensation Events

41.1 The following are Compensation Events unless they are caused by the Contractor:
a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer modifies the schedule of other contractors in a way which affects the work of the Contractor under the Contract.
c. The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
d. The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
e. The Engineer does not approve for a Sub-Contract to be let for more than 15 days.
f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Award from the information issued to bidders (including the site investigation reports), for information available publicly and from a visual inspection of the site.
g. The Engineer gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
h. The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee, and after getting confirmation from the issuing bank.
i. The effect on the Contractor of any of the Employer’s Risks.
j. The Engineer unreasonably delays issuing a Certificate of Completion.
k. Other Compensation Events listed in the Contract Data or mentioned in the Contract.
l. The contractor shall give a notice not later than 14 days after the contractor became aware or should have become aware of the event or circumstance

41.2 If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

41.3 If a Compensation Event would cause additional cost, the Contract Price shall be increased.

The Engineer shall treat the event as “variation” as per Clause no.5.38 & 5.39 and ascertain the additional cost.

41.4 As soon as information demonstrating the effect of each Compensation Event up on the Contractor’s forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer’s own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

41.5 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor not having given
early warning or not having cooperated with the Engineer.

42 Tax

42.1 The rates quoted by the Contractor shall be deemed to be exclusive of the GST and incusive of Royalty, Income Tax, Service Tax, Labour CESS and all other statutory taxes that the Contractor will have to pay for the performance of this Contract in the State of Jammu & Kashmir. The Employer will perform such duties in regard to the deduction of such taxes at source as per the applicable laws.

42.2 Nothing in the contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in India on profits made or otherwise by it in respect of the contract. The Contractor shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

43 Currencies

43.1 All payments shall be made-in Indian Rupees.

44 Price Adjustment

44.1 There will be no Price Adjustment.

45 Retention Money

45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the works or settlement of final payment.

45.2 On completion of the whole of the Works, half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

45.3 On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

45.4 No retention money shall be deducted from the Advance payments.

46 Delay Damages

46.1 The Authority shall notify the Contractor its decision to impose Damages. The Contractor shall have opportunity to make any representation with regard to such notification within 20 days of the date of such notification.
46.2 The Contractor shall pay delay damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of delay damages shall not exceed the amount defined in the Contract Data. The Employer may deduct delay damages from payments due to the Contractor.

46.2 If the Intended Completion Date is extended after delay damages have been paid, the Engineer shall correct any overpayment of delay damages by the Contractor by adjusting the next payment certificate.

46.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as delay damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

46.4 The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due to or become due to the contractor. Payment or deduction of delay damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor’s obligations and liabilities under the contract.

46.5 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-over Certificate has been issued for any part of the Works or of a Section, the delay damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of delay damages and shall not affect the limit thereof.

46.6 Concurrent Delays:-If there are two or more causes of delay which happen concurrently or overlap and some but not all of those causes of delay would entitle the contractor to an EOT, then for the period of such overlap the contractor will be entitled to an EOT but not delay damages.46.8 Delay damages to the contractor:- The quantum of delay damages to be paid to the contractor, on account of a critical delay caused by Employer, shall be calculated on the basis of cost plus overhead and profit wherein cost shall be calculated using the approved bill of quantities of the contract, the overhead and profit shall be limited to the overhead and profit percentage of the cost of works executed during the critical delay period, as per the J&K schedule of rates at the
time of event leading to delays. By accepting these General & Particular conditions of the contract, the successful contractor is accepting that he will not resort to any legal action contravening this clause.

47 Advance Payment

47.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data, by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank for the amount equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged at the prevalent Prime Lending Rate of RBI on the advance payment.

47.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

47.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

47.4 Contractor shall open an escrow account in a local Nationalised Bank into which all payments from the employer shall be credited. This is to be done in order to ensure recycling of payments to this account for executing the work.

48 Secured Advance

48.1 The Contractor, on signing an indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid, during the execution of Work, upto* 70 % (seventy percent) of the estimated value of any materials, which, in the opinion of the Engineer-in-charge, are non-perishable and which have been procured and adequately stored against damage, but which have not been incorporated in the works at the time of making advance.

49 Performance Security

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Award and shall be issued in an amount as specified in the Contract Data and in form and by a bank acceptable to the Employer. The Performance Security shall be valid until a date 60 days beyond the expiry of the...
Defects Liabilities Period.

49.2 The Performance security of a joint venture shall be in the name of the Joint Venture.

49.3 In case where the bid of the successful bidder is seriously unbalanced or front loaded, the Employer may require that the amount of Performance Security set forth above, be increased at the expense of successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

49.4 The performance security shall be in the form of an unconditional irrevocable bank guarantee issued by a scheduled commercial bank in the amount(s) of 10% of the contract price and shall be submitted within 21 days of the letter of award.

49.5 In case the institution issuing the security is located outside India, it shall have a corresponding financial institution located in India to make it enforceable.

49.6 The performance security shall have the provision of enabling the employer to call in the security at a local(in this case Jammu)branch of the issuing institution and the institution shall have a branch in Jammu where the security could be called in.

49.7 (i) If the Bid, which results in the lowest evaluated bid price, is seriously imbalanced or front loaded in the opinion of the JSCL, by more than 25% in relation to the JSCL’s estimate of the cost of work to be performed under the Contract, the JSCL may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the JSCL may require that the amount of the performance security be increased to a maximum of 20% of the bid value of such items at the expense of the Bidder to a level sufficient to protect the JSCL against financial loss in the event of default by the successful Bidder under the Contract.

(ii) Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer- in-charge determines an addition to the Contract Price as a result of a change in Cost, or as a result of a Variation of the Contract Price, the Contractor shall at the Engineer-in-charge’s request promptly increase the Performance security to a level of 10 percent of the increased Contract Price.

49.8 The Performance Security (including additional security for unbalanced bids) shall be provided to the Engineer-in-charge on behalf of the JSCL no later than the date specified in the Letter of Award and shall be issued in an amount and form and by a bank or surety acceptable to the JSCL and denominated in Indian Rupees. The Performance Security shall be in favour of the JSCL and valid until a date sixty (60) days pursuant to the date of expiry of the Defect Liability Period and the additional security for unbalanced bids shall be valid until a date thirty (30) days from the issue of the Certificate of Construction Completion.
49.9 The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the JSCL on happening of any of the events mentioned below:
   i. when the Contractor does not execute the agreement within the specified time after issue of letter of award/placement of work order; or
   ii. when the Contractor fails to commence the work within the time specified; or
   iii. when the Contractor fails to complete the work satisfactorily within the time specified; or
   iv. when any terms and conditions of the contract is breached by the Contractor; or
   v. failure by the Contractor to pay the JSCL any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses of these Conditions or another agreement, within 30 Days of the service of notice to this effect by Engineer-in-Charge.

49.10 The JSCL shall return the Performance Security to the Contractor as below after completion of all obligations under the Contract, more specifically, after the expiry of 60 (sixty) days from the end of the Defect Liability Period provided there are no outstanding claims of the JSCL against the Contractor.
   In the event of the Contract being determined or rescinded due to default of the Contractor, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the JSCL.

50 Day Work (Not used)

50.1 There is no provision of day work item in the Contract. However, the contractor shall be obliged to execute any such requirement arising thereof during the execution of the work and shall be paid as per the minimum current market rates irrespective of the tender premium or discount.

51 Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects liabilities periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions including the situation as stipulated at Clause 10.2
FINISHING THE CONTRACT

52 Completion

52.1 The Contractor shall request the Engineer-in-charge to issue a Project Completion Certificate of the Completed Works and the Engineer-in-charge along with other concerned experts and concerned Engineers from Jammu Municipal Corporation, within thirty (30) days of the receipt of such request, shall inspect the Work. If there is no defect in the Work, the Engineer-in-charge shall furnish the Contractor with such a certificate of Project completion. In the event, some defects or shortcoming or non-compliance is noticed by the Engineer-in-charge, the Contractor shall be liable to repair such defects and remove the deficiencies pointed out within the period specified. In the event, the Contractor fails to do so the JSCL may get the works rectified at the risk and cost of the Contractor. Further, the Contractor shall be liable to pay Damages @ 0.02% of the Contract Price for each day of delay until the work is done.

53 Taking Over

53.1 At least 20 (twenty) days prior to completion, the Contractor may apply by notice to the Engineer-in-charge for Taking-Over Certificate for taking over the Spaces/Works by Municipal Corporation Jammu. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. The Engineer-in-charge shall, after receiving the Contractor's application:
   i. Issue the Taking-Over Certificate to the Contractor, provided there are no defects or deficiencies; or
   ii. Reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

54 Final Account

54.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Engineer shall issue within 40 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate, within 30 days of receiving the
Contractor's revised account.

55 Operation & Maintenance

55.1 Not Applicable

56 As-Built Drawings and O&M Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals (O&M Manual) are required, the Contractor shall supply them in scale as directed by the dates and in the format stated in the Contract Data.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

57 Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 14 (fourteen) days notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Engineer-in-charge.

57.2 Fundamental breaches of Contract include, but shall not be limited to the following:
   a. the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
   b. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
   c. the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
   d. the Contractor does not maintain a security which is required;
   e. the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
   f. if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, mentioned under CLAUSE 31.7
   g. Non deployment of professionals as per Section -4.4 (Qualification Information)

57.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 57.2 above, the Engineer shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for
convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.

57.6 After the termination of the contract under this clause, the employer shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The contractor shall have no claim against the Employer in this regard.

58 Payment upon Termination

58.1 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 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 work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated because of fundamental breach of contract by the Employer, the Engineer shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the employer for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

59 Property

59.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

60 Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the 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 all works carried out before receiving it and for any work carried out afterwards to which commitment was made.
61 Fraud and Corruption

61.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 day’s notice to the Contractor, terminate the Contractor’s employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.2 (f) [Termination by Employer].

61.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 57.

61.3 For the purposes of this Sub-Clause:

(i) “Corrupt practice” means the 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; and

(ii) “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 Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

62 Contractor’s Claims

62.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

62.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim.

Otherwise, the following provisions of this Sub-Clause shall apply.

i. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to
such event or circumstance.

ii. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer’s liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

iii. Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed.

iv. If the event or circumstance giving rise to the claim has a continuing effect:
   (a) this fully detailed claim shall be considered as interim;
   (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
   (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

v. Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

vi. Within the above defined period of 42 days, the Engineer shall proceed to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 24 Extension of Time for Completion, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

vii. Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only
be entitled to payment for such part of the claim as he has been able to substantiate.

viii. If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may proceed as laid down in Clause 22 of this Contract-Procedure for Disputes.
Particular Conditions of Contract

63 Contract Conditions

63.1 Contractors are advised to inspect the Site of Work before tendering.
63.2 All the Works shall be carried out as per Specification and instructions of Engineer-in-charge.
63.3 The conditional tender shall be liable to be rejected.
63.4 The quantities provided in the BOQ is an estimate, though care has been taken to cover all items in work and the entire scope work. The BOQ shall be used primarily to enable the stage payment as per actual work done. Quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
63.5 The Drawings provided are only indicative. The contractor should develop working drawings for each type of signage and get them approved by the Engineer prior to construction.
63.6 Any recovery imposed by Technical Audit cell or by other competent authority on account of defects identified in the Works, will be deducted from Contractors running final bills during execution of works.

63.7 All the Defects that appear during execution of work will have to be rectified as directed by Engineer-in-charge within the shortest possible time. If Contractor fails to attend to the defects within reasonable time period, the same will be got rectified by the employer and all expense so incurred will be adjusted from the Running Account bills of the Contractor, and 1.3 times of the expense so incurred will be adjusted from any monies due to the Contractor or from performance security of the Contractor.

63.8 Role of Project Management Consultant (PMC) Appointed by JSCL as per Smart City Guidelines: Notwithstanding any other provision under the Contract the PMC appointed by JSCL as per the guidelines of Smart City shall be the Engineer/Engineer-in-Charge and shall be responsible for all activities as defined in Smart City guide lines including Quality & Safety.

63.9 In case any operation connected with the works necessitates diversion, obstruction or closure of any road or any other right of way, the approval of the Engineer-in-charge or the Engineer’s Representative and the respective competent authorities shall be obtained well in advance by the Contractor. In case the Contractor’s operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. The Contractor will also be responsible to ensure completion of his work with utmost effort in earliest possible period to ensure minimum inconvenience to the public at large. If in the opinion of the Engineer-in-Charge, the work has not been done in time and the passage way not restored satisfactorily in time, he may
after giving a notice of seven days have the work done through any other agency. He will in these circumstances enter the work done as work done by the contractor in measurement book and pay for the same to the contractor and also recover the actual cost paid by him for the work plus 5% of the value of this work from the payments or any other money due to the contractor.

63.10 During the execution of work obtaining electricity and water supply for the execution of works, will be in the scope of contractor.

63.11 The Contractor shall place order for the material and the equipment only after approval of the Engineer-in-charge. The Contractor shall submit material approval requests and the detailed drawings to the Engineer-in-charge for approval. All the Vertical Garden items have to be approved by the Engineer-in-charge prior to planting on site. Provided however, the testing, approval for dispatching shall not absolve the Contractor's obligations for satisfactory performance of the equipment/material. Before commencement of every element of work the Contractor has to submit to the Engineer-in-Charge a Request for Inspection (RFI) and get approval for the same.

64 Good Engineering Practice

64.1 In respect of the Contractor, its subcontractors, and all other such third party agents of the Contractor, practices, methods, techniques and standards, as changed from time to time, that are generally accepted for use internationally and all other facility during construction, development, operations and maintenance, taking into account conditions in India shall be adhered to.

65 Labour (Clause 14.2 of Conditions of Contract):

65.1 Engagement of all Staff And Labour:
The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

65.2 Compliance with Labour Regulations:
During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below.
The Contractor shall keep the Employer indemnified in case any action is taken
against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye Laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

66 Protection of Environment (Clause 14.3 of Conditions of Contract):

66.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

67 Arbitration (Clause 22 of Conditions of Contract)

67.1 In case of dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed, then the disputes shall be referred to Arbitration which is as under:

i. For the value of Contracts up to Rs.5.00 crore, Sole Arbitrator will conduct hearings and publish Award. The Sole Arbitrator will be Superintending Engineer PW(R&B) Department Jammu who is in no way connected with the work, as indicated in the Contract Data.

ii. For the value of Contracts above Rs.5.00 crore and up to Rs.25.00 cr, Sole Arbitrator will conduct hearings and publish Award. The Sole Arbitrator will be the Chief Engineer PW(R&B) Department Jammu who is no way connected with the work

iii. For the Contracts above Rs.25.00 crore

a. Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two
arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Secretary General, Indian Road Congress, New Delhi, India
b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Secretary, Indian Roads Congress, New Delhi, India shall appoint the arbitrator. A certified copy of the order of the Secretary General, Indian Roads Congress, New Delhi, India making such an appointment shall be furnished to each of the parties.
c. Arbitration proceedings shall be held in Jammu, J&K, India and the language of the arbitrator proceedings and that of all documents and communications between the parties shall be English.
d. The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

68 Force Majeure (Clause 10.1 Employer’s Risks)

68.1 Definition of Force Majeure
68.1.1 In this Clause, “Force Majeure” means an exceptional event or circumstance:
   a. which is beyond a Party’s control,
   b. which such Party could not reasonably have provided against before entering into the Contract,
   c. which, having arisen, such Party could not reasonably have avoided or overcome, and
d. which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
   i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
   ii. rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war,
   iii. riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel,
iv. munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to
the Contractor’s use of such munitions, explosives, radiation or radio-activity, and
v. natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

68.2 Notice of Force Majeure
If a Party is or will be prevented from performing its substantial obligations under
the Contract by Force Majeure, then it shall give notice to the other Party of the
event or circumstances constituting the Force Majeure and shall specify the
obligations, the performance of which is or will be prevented. The notice shall be
given within 14 days after the Party became aware, or should have become
aware, of the relevant event or circumstance constituting Force Majeure.
The Party shall, having given notice, be excused performance of its obligations for
so long as such Force Majeure prevents it from performing them.
Notwithstanding any other provision of this Clause, Force Majeure shall not apply
to obligations of either Party to make payments to the other Party under the
Contract

68.3 Duty to Minimise Delay
Each Party shall at all times use all reasonable endeavours to minimise any delay
in the performance of the Contract as a result of Force Majeure.
A Party shall give notice to the other Party when it ceases to be affected by the
Force Majeure.

68.4 Consequences of Force Majeure
If the Contractor is prevented from performing his substantial obligations under
the Contract by Force Majeure of which notice has been given under Sub-Clause
5.4.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of
such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 5.63
[Contractor’s Claims] to:

i. an extension of time for any such delay, if completion is or will be delayed,
   under Sub-Clause 5.28 Extension of the Intended . and
ii. if the event or circumstance is of the kind described in sub-paragraphs (i) to
   (iv) of Sub-Clause 5.4.1 [Definition of Force Majeure] and, in sub-paragraphs
   (ii) to (iv), occurs in the Country, payment of any such Cost, including the
costs of rectifying or replacing the Works and/or Goods damaged or
destroyed by Force Majeure, to the extent they are not indemnified through
the insurance policy referred to in Sub-Clause 5.13 Insurances.

After receiving this notice, the Engineer shall proceed to determine these
matters.

68.5 Force Majeure Affecting Subcontractor
If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

68.6 Optional Termination, Payment and Release
If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 5.69.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given.

Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

the amounts payable for any work carried out for which a price is stated in the Contract;

1. the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer’s disposal;
2. other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
3. the Cost of removal of Temporary Works and Contractor’s Equipment from the Site and the return of these items to the Contractor’s works and
4. the Cost of repatriation of the Contractor’s staff and labour employed wholly in connection with the Works at the date of termination.

68.7 Release from Performance
Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

a. the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

b. the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 5.69.6 [Optional Termination, Payment and Release]
SECTION 6: - CONTRACT DATA
## CONTRACT DATA

**Name of the Project/Works:**

“Engineering, Procurement and Construction (EPC) of Signages in Jammu city (Phase 1)

**Contract Identification No.:** .................................................................

The Contract Data hereunder pertains to some specific, but in no way exhaustive, information on the Project/Works. The Bidders are required to study and account for this data in conjunction to various other Sections of the Document. GCC stands for ‘General Conditions of Contract’. ITB stands for ‘Instructions to Bidders’.

<table>
<thead>
<tr>
<th>CONDITIONS</th>
<th>REF. GCC CLAUSE</th>
<th>DATA</th>
</tr>
</thead>
</table>
| JSCL’s name and address | 1.1 | CHIEF EXECUTIVE OFFICER  
Jammu Smart City Limited.  
Jammu |
| Authorized representative of the JSCL | 1.1 | shall be informed later. |
| Engineer-in-charge’s name and address | 1.1 | Joint Venture of TPF Getinsa Euroestudio & Rodic Consultants |
| Defect Liability Period | 1.10 | Defect Liability Period: 1 year from the date of successful completion of project |
| Start Date | 1.25 | The Works shall be commenced from the date of signing of the Contract. |
| Intended Date of Completion | 1.16 | The intended completion date for the whole construction works in 8 (eight) months after start of work |
| Additional Documents that also form part of contract | 4.3 (j) (I.T.B) | 1. Work Program  
2. Methodology  
3. Planned Value Statement  
4. Environment Management Plan  
5. Major items of Construction Equipment  
6. Qualification and Experience of Key Personnel  
7. Evidence of excess to financial resources  
8. Name, Address, E-mail ID, Telephone nos of Contractors Bankers  
9. Proposed Subcontractors |
<table>
<thead>
<tr>
<th>The law which applies to the Contract</th>
<th>3.1</th>
<th>The Laws of Jammu &amp; Kashmir state/ the Union of India</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Language of the Contract Documents</td>
<td>11 (I.T.B)</td>
<td>English</td>
</tr>
<tr>
<td>Amounts of Insurance &amp; Deduction by Engineer-in-charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Item</td>
<td>Amount to be Insured</td>
</tr>
<tr>
<td>A.</td>
<td>Loss of or damage to the works, Plants and materials</td>
<td>5% of contract value</td>
</tr>
<tr>
<td>B.</td>
<td>Loss of or damage to equipment’s</td>
<td>2.5% of contract value</td>
</tr>
<tr>
<td>C.</td>
<td>Loss of or damage to property (except the works, plant, Materials, and Equipment) in Connection with the contract:</td>
<td>1% of contract value</td>
</tr>
<tr>
<td>D.</td>
<td>Personal injury or death</td>
<td>Rs. 1 lac per occurrences for maximum three occurrences</td>
</tr>
<tr>
<td>The Period of Submission of the Work Program for approval of Engineer-in-charge</td>
<td>23</td>
<td>(a) fourteen (14) days from the issue of Letter of Award (b) The updated program shall be submitted at interval of 15 (fifteen) days. (c) The Penalty for late Submission of an updated program shall be 0.01 % of contract price for each interval of 15 (Fifteen) days or a part thereof</td>
</tr>
<tr>
<td>Variation</td>
<td>36</td>
<td>No increase in rates of any items specified in Bill of Quantity is allowed due to variation in quantities</td>
</tr>
<tr>
<td>Stages of Payment</td>
<td>39.2, 40.3</td>
<td>Payment during construction period shall be released monthly as per actual completed work- installed signages-done, based on the Bill of Quantities included as Section 9</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>The currency of the Contract</td>
<td>28</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>The formula (e) for adjustment of prices</td>
<td>44</td>
<td>No Price Adjustment is applicable in this Contract</td>
</tr>
<tr>
<td>Retention money</td>
<td>45</td>
<td>5% of each payment will be withheld as retention money from every payment made to the contractor. 50% of the Retention money shall be released at the end of Construction period and balance 50% at the end of DLP.</td>
</tr>
<tr>
<td>Delay Damages</td>
<td>46</td>
<td>Delay damages per week shall be 1.0% of the Contract Price subject to the maximum of 10% of Contract Price.</td>
</tr>
<tr>
<td>Escrow Account</td>
<td>47.4</td>
<td>Contractor shall open an escrow account in a nationalized Bank in Jammu into which all payments from the employer shall be credited.</td>
</tr>
<tr>
<td>Advance Payment</td>
<td>47</td>
<td>Advance payment amount shall be equal to 10% of the Contract value; Recovery of Advance payment shall be made from payment certificate based on the percentage of Works completed. Recovery shall be completed in the payment certificate before the final certificate.</td>
</tr>
<tr>
<td>Performance Security</td>
<td>49</td>
<td>The Performance Security shall be 10(ten) percent of the Contract Price and 20(twenty) percent if the bid is unbalanced. The Contractor shall submit the Performance security within 21 days of receiving the Letter of Award. Performance Security shall be valid for 60 days beyond the Defect Liability Period and shall be released there after.</td>
</tr>
<tr>
<td>Operation &amp; Maintenance Period</td>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>If “As Built drawings required”</td>
<td>56.1 yes</td>
<td></td>
</tr>
<tr>
<td>The date by which “As Built drawings are required”</td>
<td>56.1 28 days prior to issue of certificate of completion</td>
<td></td>
</tr>
<tr>
<td>Format for delivery of “As Built drawings”</td>
<td>56.1 In two sets of Print and in Compact Disc (CD)</td>
<td></td>
</tr>
<tr>
<td>The amount to be withheld for failing to supply “As Built” drawings, if any, by the date required</td>
<td>56.2 Rs. 5,00,000/- (Rupees five Lakh) or 1% (one percent) of the Contract amount, whichever is higher</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 7:- SCOPE OF WORK & TECHNICAL SPECIFICATIONS

1. Scope of Work:-

It is proposed to install 682 No. wayfinding signages (As detailed in the table below) on various locations across Jammu city to facilitate the general public as well as tourists coming to city in locating various buildings /institutions of public interest.

The contractor will carry out detailed survey & feasibility study of proposed locations, design, prepare working drawings as per site conditions, fabricate & install such signages strictly as per specifications given in IRC Code 67-2012 to the complete satisfaction of Engineer.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Signage Type (Brief description)</th>
<th>Numbers of Signage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Double Side Overhead Gantry</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Overhead Gantry. (To be clamped on Flyover etc.)</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>Single Sided Overhead Gantry(Butterfly)</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>Overhead Cantilever Sign Boards</td>
<td>13</td>
</tr>
<tr>
<td>5</td>
<td>Shoulder mounted sign Boards with Triple strip and with Double leg</td>
<td>51</td>
</tr>
<tr>
<td>6</td>
<td>Mandatory Cautionary and facility sign boards</td>
<td>350</td>
</tr>
<tr>
<td>7</td>
<td>Smart real time Automatic variable Signage</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Double Sided Auto Variable Signage</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Advance Directional Board</td>
<td>83</td>
</tr>
<tr>
<td>10</td>
<td>Place identification Board</td>
<td>153</td>
</tr>
<tr>
<td>11</td>
<td>Removal of broken, bent, other such sign boards not confirming to IRC 67-2012/MoRTH&amp;H specifications including removing from site in all respects and dumping at a site specified by the engineer-in-charge</td>
<td>200</td>
</tr>
</tbody>
</table>

2. Technical Specifications:-

Principles of Design & Technical Specifications of the proposed road signages are explained below:
2.1 Design Period

The life of each signage is for 7 years from the date of installation. However, with minor repair and maintenance, the signs should last till 15 years.

2.2 Design Basis

The works under the project are proposed to be designed as per the norms/directions recommended by Govt. of India, such as IRC 67-2012 CODE OF PRACTICE FOR ROAD SIGNS, MoRT&H Specifications, BIS, Forest-conservation act, Union Government’s Laws, Policies, and Regulations, State Government’s Policies, Safeguards Policy, Indigenous People Policy Principles, etc.

Furthermore, conservation of the heritage buildings, design features of proposed improvements, material selection, construction technologies and methods to comply with UNESCO charters (ICOMOS and ICOM) and guidelines.

There will be a limit to the amount of information that should be contained on any road sign in order for the driver to be able to assimilate it safely in the short space of time available. In general, the higher the prevailing speed on the particular road the bigger the text and the more limited the information on the sign needs to be if the information is to be assimilated by road users. It is necessary, therefore, to recognize that the nature and extent of signage must vary in accordance with the category of road on which it is located.

It is proposed that signs ought to look the same by night as well as by day. This can be achieved either through external lighting or by using fully reflective signs. The latter option is proposed.

The use of insert panels with colours foreign to normal road signs may present some problems. This may be solved when the reflective sheeting manufacturer mixed special transparent process colours matching the turquoise and magenta colour specifications. These will be then silk-screened on to reflective sheeting using a flood coating process. IRC Code 67-2010 will guide for the sheeting materials and procedures.

It is proposed that all tourist service signs should have white lettering and symbols on a blue background.

Signs will display a clear, accurate and succinct message, which is simple and easy to read and comprehend. The size of lettering on signs is most important. Having standard lettering sizes (and styles) on all signs minimizes the confusion and ultimately provides signs that are consistently easier to read.
Table 1.1: Acceptable Limits for Size of Letters and Visibility Distance (Refer: IRC Code 67-2012)

<table>
<thead>
<tr>
<th>Design Speed (Kmph)</th>
<th>Minimum ‘x’ Height of the Letters (mm)</th>
<th>Minimum Sight Distance / Clear visibility distance (m)</th>
<th>Maximum Distance from Centre Line (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>100</td>
<td>45</td>
<td>12</td>
</tr>
<tr>
<td>50</td>
<td>125</td>
<td>50</td>
<td>14</td>
</tr>
<tr>
<td>65</td>
<td>150</td>
<td>60</td>
<td>16</td>
</tr>
<tr>
<td>80</td>
<td>250</td>
<td>80</td>
<td>21</td>
</tr>
<tr>
<td>100</td>
<td>300</td>
<td>90</td>
<td>24</td>
</tr>
<tr>
<td>120</td>
<td>400</td>
<td>115</td>
<td>32</td>
</tr>
</tbody>
</table>

Wherever and whenever possible, the use of symbols indicating tourist service facilities and tourist attractions will be encouraged and recommended.

They will be easily understood at a glance, even by foreign language speaking people. This makes signs an effective means of communication for our ever-increasing numbers of international visitors.

It is also recommended that distances to tourist attractions or service facilities be included on signs. In many cases, the most important or critical feature of a sign designed to encourage people to visit an attraction or service facility is an indication of the distance required to travel from that point.

It is important that signs are located such that they do not interfere with the safety of all road users. Signs should be carefully positioned such that:
- they do not obstruct a driver’s view of the road,
- they do not obstruct other traffic or pedestrians,
- they do not form a confusing background to normal regulatory traffic signs and signals, and
- stacking signs is avoided in high use areas.

Where there is a concentration of tourist attractions or service facilities at a particular turn-off, it may be appropriate to provide information bays in strategic locations.

2.3 Orientation of Signs

The signs will be placed at right angles to the line of travel of the approaching traffic. Signs relating to parking, however, should be fixed at an angle (approximately) 15° to the carriageway to give better visibility.

Where light reflection from the sign face is encountered to such an extent as to reduce legibility, the sign should be turned slightly away from the road. On horizontal curves,
the sign should not be fixed normal to the carriage way but the angle of placement will be determined with regard to the course of the approaching traffic.

Sign faces will be normally vertical, but on gradients it may be desirable to tilt a sign forward or backward from the vertical to make it normal to the line of sight and improve the viewing angle.

2.4 Material for Signs
The various materials and fabrication of road signs shall conform to the following requirements:

a) **Concrete**
   Concrete shall be of M25 grade (IS 456:2000).

b) **Reinforcing Steel**
   Reinforcing steel shall conform to the requirements of IS 1786 unless otherwise specified.

c) **Bolts, Nuts and Washer**
   High strength bolts shall conform to IS 1367 whereas precision bolts, nuts, etc. shall conform to IS 1364.

d) **Plates and Supports**
   Plates and support sections for the signposts shall conform to IS 226 and IS 2062 or any other stated IS specification.

e) **Substrate**
   ACM (aluminum composite material)/ ACP (aluminum composite panel) shall be used as a substrate for sign board and shall be 4 mm thick with aluminum skin thickness of 0.4 to 0.5 mm on both sides. All properties of ACP/ACM shall comply to clause 6.5.2 of IRC 67-2012. Test parameters shall be as per table 6.1 of IRC 67-2012 and test shall be conducted at government approved laboratory.

Table 1.2: Specifications for Aluminum Composite Material (ACM) (Refer: IRC67-2012)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Specification for 4mm</th>
<th>Specification for 3mm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Peel off strength with retro reflective sheeting (Drum Peel test)</td>
<td>Standard test</td>
<td>Acceptable Value</td>
</tr>
<tr>
<td>1</td>
<td>Mechanical Properties of ACM</td>
<td>ASTM D903</td>
<td>Min 4N/mm</td>
</tr>
<tr>
<td>S. No.</td>
<td>Description</td>
<td>Specification for 4mm</td>
<td>Specification for 3mm</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Standard test</td>
<td>Acceptable Value</td>
</tr>
<tr>
<td>2</td>
<td>Tensile Strength</td>
<td>ASTM E638</td>
<td>Min 40 N/mm²</td>
</tr>
<tr>
<td>3</td>
<td>0.2% Proof Stress</td>
<td>ASTM E638</td>
<td>Min 34 N/mm²</td>
</tr>
<tr>
<td>4</td>
<td>Elongation</td>
<td>ASTM E638</td>
<td>Min 6%</td>
</tr>
<tr>
<td>5</td>
<td>Flexural strength</td>
<td>ASTM C393</td>
<td>Min 130 N/mm²</td>
</tr>
<tr>
<td>6</td>
<td>Shear strength with Punch shear test</td>
<td>ASTM D732</td>
<td>Min 18 N/mm²</td>
</tr>
</tbody>
</table>

### Properties of Aluminum Skin

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Standard Test</th>
<th>Acceptable Value</th>
<th>Acceptable Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tensile Strength (Rm)</td>
<td>ASTM E8</td>
<td>Min 150 N/mm²</td>
<td>Min 130 N/mm²</td>
</tr>
<tr>
<td>2</td>
<td>Modulus of elasticity</td>
<td>ASTM E8</td>
<td>Min 70000 N/mm²</td>
<td>Min 70000 N/mm²</td>
</tr>
<tr>
<td>3</td>
<td>Elongation</td>
<td>ASTM E8</td>
<td>A$_{50}$ Min 2%</td>
<td>A$_{50}$ Min 2%</td>
</tr>
<tr>
<td>4</td>
<td>0.2% Proof Stress</td>
<td>ASTM E8</td>
<td>Min 110 N/mm²</td>
<td>Min 110 N/mm²</td>
</tr>
</tbody>
</table>

### 2.5 Retro Reflective Sheeting (IRC specification)

"Retro-reflection" means the reflection of light which is returned in directions close to the direction from which it came, and this property being maintained even over wide variations of the direction of the incident radiation:

"Observation angle (symbol $\alpha$)" is the angle between the illumination axis and the observation axis as shown in **Fig 1.2**.

“Entrance angle (symbol $\beta$)”, as shown in **Fig 1.3**, means the angle from the illumination axis to the reference axis. The reference axis is an axis perpendicular to the retro-reflective surface.
Figure 1.1: Retro-Reflective Angle

Figure 1.2: Entrance Angle

"Coefficient of retro-reflection R" is obtained from the luminous intensity (I) of the retro-reflective area in the direction of observation and the illuminance (E⊥) on the retro-reflective plane at right angles the direction of the incident light and the illuminated plane sample surface A,

\[ R" = \frac{I}{E⊥·A} \]

The coefficient of retro-reflection R" is expressed in candle per square meter per lux (cd.m².lx⁻¹).

Though the sheeting as per ASTM classification are available from Type I to Type IX, a "higher" type of sheeting used in the ASTM need not necessarily
imply that it is better than a "lower"-type sheeting, rather it meets different performance characteristics. Each type of sheeting has certain performance characteristics and the type of sheeting for a road should be selected which suits the situation encountered by road users in viewing the signs on the particular road.

The retro reflective sheeting used on the signs shall consist of white or coloured sheeting having a smooth outer surface, which has the property of retro reflection over its entire surface. It shall be weather resistant and exhibit colour fastness. It shall be new and unused and show no evidence of cracking, scaling, and pitting, blistering, edge lifting or curling and shall have negligible shrinkage or expansion. A certificate of having the sheeting tested for coefficient of retro reflection, daytime colour and luminance, shrinkage, flexibility, liner removal, adhesion, impact resistance, specular gloss and fungus resistance, 3 years outdoor weathering and its having passed these tests shall be obtained from International/Government laboratory / Institute by the manufacturer of the sheeting and in case the certificate is obtained from international agency, it should also be obtained from Indian agency within 3 years of launching of product by the manufacture in abroad. Alternatively, a certificate conforming to ASTM Specification (D 4956-09) on artificial accelerated weathering requirements from a reputed laboratory in India can be accepted provisionally. In such a situation, the Employer/Client, will seek for a performance guarantee, which would be released after receipt of certificate meeting the requirement of three years outdoor weathering of the sheeting.

The Retro Reflective sheeting used shall conform to Type XI standards as per IRC 67-2012 & ASTM D 4956-09 and shall meet Minimum Acceptable Coefficient of Retro Reflection values as mentioned given in table 6.9 of IRC 67-2012.
Table 1.3: Acceptable Minimum Coefficient of Retro-reflection for Type XI Prismatic Grade

<table>
<thead>
<tr>
<th>Observation Angle</th>
<th>Entrance Angle</th>
<th>White</th>
<th>Yellow</th>
<th>Orange</th>
<th>Green</th>
<th>Red</th>
<th>Blue</th>
<th>Brown</th>
<th>Fluorescent Yellow Green</th>
<th>Yellow</th>
<th>Fluorescent Orange</th>
<th>Fluorescent Brown</th>
<th>Fluorescent Orange</th>
<th>Fluorescent Yellow</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.1°</td>
<td>-4°</td>
<td>830</td>
<td>620</td>
<td>29</td>
<td>83</td>
<td>125</td>
<td>37</td>
<td>25</td>
<td>660</td>
<td>500</td>
<td>250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>+30°</td>
<td>325</td>
<td>245</td>
<td>11</td>
<td>33</td>
<td>50</td>
<td>15</td>
<td>10</td>
<td>260</td>
<td>200</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.2°</td>
<td>-4°</td>
<td>580</td>
<td>435</td>
<td>20</td>
<td>58</td>
<td>87</td>
<td>26</td>
<td>17</td>
<td>460</td>
<td>350</td>
<td>175</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>+30°</td>
<td>220</td>
<td>165</td>
<td>77</td>
<td>22</td>
<td>33</td>
<td>10</td>
<td>7</td>
<td>180</td>
<td>130</td>
<td>66</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.5°</td>
<td>-4°</td>
<td>420</td>
<td>315</td>
<td>15</td>
<td>42</td>
<td>63</td>
<td>19</td>
<td>13</td>
<td>340</td>
<td>250</td>
<td>125</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>+30°</td>
<td>150</td>
<td>110</td>
<td>53</td>
<td>15</td>
<td>23</td>
<td>7</td>
<td>5</td>
<td>120</td>
<td>90</td>
<td>45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0°</td>
<td>-4°</td>
<td>120</td>
<td>90</td>
<td>42</td>
<td>12</td>
<td>18</td>
<td>5</td>
<td>4</td>
<td>96</td>
<td>72</td>
<td>36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>+30°</td>
<td>45</td>
<td>34</td>
<td>16</td>
<td>5</td>
<td>7</td>
<td>2</td>
<td>1</td>
<td>36</td>
<td>27</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sheeting\(^A\) (Candelas per Lux per Square Meter) (Table – 1)

When totally wet, the sheeting shall show not less than 90 percent of the values, of retro reflection indicated in above Table. At the end of 10 years, the sheeting shall retain at least 80 percent of its original retro-reflectance.

2.6 Adhesives:

The sheeting shall have a pressure-sensitive adhesive of the aggressive-tack type requiring no heat, solvent or other preparation for adhesion to a smooth clean surface, in a manner recommended by the sheeting manufacturer. The adhesive shall be protected by an easily removable liner (removable by peeling without soaking in water or other solvent) and shall be suitable for the type of material of the base plate used for
the sign. The adhesive shall form a durable bond to smooth, corrosion and weather resistant surface of the base plate such that it shall not be possible to remove the sheeting from the sign base in one piece by use of sharp instrument. The sheeting shall be applied in accordance with the manufacturer’s specifications.

2.7 Messages/Borders:
The messages (legends, letters, numerals etc.) and borders of Retro reflective Boards shall be of cut letters made in transparent overlay film pasted over the base sheeting with pressure sensitive adhesive or as instructed by the manufacturers or as directed by the concerned Consultant official / engineer-in-charge. Cut- out messages and borders, wherever used, shall be made in transparent film applied on base sheeting with pressure sensitive adhesive with the coefficient of retro reflection shall not be less than the values of corresponding color in Tables – 1. For the background color of the sign the coefficient of retro reflection shall not be less than the specified in table no. – 1 for the respective colors.

Color: The color of the material shall be located within the area defined by the chromaticity coordinates in Table 8.1 and comply with the luminance factor given in Table 8.2 of IRC:67:2012 when measured as per ASTM D: 4956-09.

<table>
<thead>
<tr>
<th>Colour</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>x</td>
<td>y</td>
<td>x</td>
<td>y</td>
</tr>
<tr>
<td>White</td>
<td>0.303</td>
<td>0.300</td>
<td>0.368</td>
<td>0.366</td>
</tr>
<tr>
<td>Yellow</td>
<td>0.498</td>
<td>0.412</td>
<td>0.557</td>
<td>0.442</td>
</tr>
<tr>
<td>Green</td>
<td>0.026</td>
<td>0.399</td>
<td>0.166</td>
<td>0.364</td>
</tr>
<tr>
<td>Red</td>
<td>0.648</td>
<td>0.351</td>
<td>0.735</td>
<td>0.265</td>
</tr>
<tr>
<td>Blue</td>
<td>0.140</td>
<td>0.035</td>
<td>0.244</td>
<td>0.210</td>
</tr>
</tbody>
</table>

The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with standard illumination Source D65- these colors are equivalent to those listed in ASTM D 4956 using Source C. The color shall be durable and uniform in acceptable hue when viewed in daylight or under normal headlights at night.
3. **Test Criteria:**

As per clause 6.7 of IRC 67-2012, the retro reflective sheeting shall be tested for coefficient for retro reflection, daytime colour and luminance, shrinkage, flexibility, liner removal, adhesion, impact resistance secular gloss and fungus resistance, 3 years outdoor weathering and its having passed these tests shall be obtained from International/Government Laboratory/Institute by the manufacturer of the sheeting. A certified copy of the test report having the test done for the abovementioned parameters shall be submitted along with the bid. The report shall be attested by the retro reflective sheeting manufacturer, the performance reading after three years, must be at least 80% of the minimum values mentioned in ASTM D 4956-09 Type-XI sheeting performance table. Also a test report from an independent test laboratory from India for the sheeting having tested for Retro Reflection & Colorimetry shall be submitted by the tenderer.

4. **Warranty and Durability:**

As per clause 6.9 of IRC 67-2012, both the screen-printed area, cut-out sheeting and cut-out durable transparent overlay film shall be covered under the 10-year warranty issued by the sheeting manufacturer. As per clause 6.7.4.3, at the end of 10 years the sheeting shall retain at least 80 percent of its original retro reflection. Hence the bidder shall also submit Pre-Qualification Warranty for Ten Years field performance attested by the sheeting manufacturer for technical qualification in the tender.

5. **Technical specifications of signage to be erected:**

A. **Over Head Gantry Sign Boards with Two Legs**

The scope of work includes providing and fixing of Advance Direction Overhead Gantry as per IRC: 67-2012 Code of Practice for Road Signs (Point Nos. 16.3.9, 16.3.10 & 16.3.11) for more than 0.9 sqm. size board. The work also includes providing and fixing of retro-reflectorized Informatory sign Boards made of 4mm thick Aluminum Composite Material Sheet, face to be fully covered with Class C Type XI (Table 5) Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and/or English, to be cut out from durable transparent Overlay Electrocutable film as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board. Overhead structure will be of 14 m span comprising of two vertical post of 5-meter height.

B. **Over Head Cantilever Sign Boards with Single Leg**

This sign will carry more information as the area of display is more. The sign will be supplied and fixed as per IRC:67-2012 Code of Practice for Road Signs (Point No. 16.3.9, 16.3.10&16.3.11) for more than 0.9 sqm size board. The scope of work includes supplying and fixing of retro-reflectorized Informatory signboards made of
4mm thick Aluminum Composite Material Sheet, face to be fully covered with Class C Type XI (Table 5) Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and/or English, to be cut out from durable transparent Overlay Film Electrocutable film as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board. The cantilever structure will consist of 5m span comprising of one vertical post of 5.5 m height.

C. Overhead Gantry Signage without Legs (To be clamped on Existing Walls/flyovers, etc.)

The scope of work includes providing and fixing of Advance Direction Overhead Gantry without legs to be erected at major locations of Jammu City and will have to be clamped or fixed on existing walls, surfaces of flyovers etc. as per IRC: 67-2012 Code of Practice for Road Signs (Point Nos. 16.3.9, 16.3.10 & 16.3.11) for more than 0.9 sqm. size board. The work also includes providing and fixing of retro-reflectorized Informatory sign Boards made of 4mm thick Aluminum Composite Material Sheet, face to be fully covered with Class C Type XI (Table 5) Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and/or English, to be cut out from durable transparent Overlay Electrocutable film as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board. Overhead structure will be of 14 m span comprising of two vertical post of 5-meter height.

D. Shoulder Mounted Sign Boards with Triple strip and with Double Posts.

This sign type consists of double side triple Strip for three place identification with two post. Size of each strip will be (1.73 x 0.450 m Rectangular). This sign will be used where a number of information are to be communicated either for multiple destinations or to display various attractions/facilities in a particular destination. The signages will be as per IRC:67-2012 code of Practice for Road Signs (Point No. 7-13 &16) for more than 0.9 sqm. size board. The scope of works includes providing and fixing of retro-reflectorized Informatory sign boards made of 4 mm thick Aluminum composite material sheet, face to be fully covered with Class C Type XI (Table 5) Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols/legend/arrow etc. in Hindi and/or English, to be cut out from durable transparent Overlay Film Electrocutable film as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be two vertical post of 65 mm NB Medium Class MS pipe. Height from ground level of the road and bottom of the sign board shall not be less than 2.1 m. The vertical posts shall be firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete below ground.
E. Shoulder Mounted Sign Boards with Single Post.

This sign will be used on main and internal roads at all important points of Jammu City. This signboard will be mainly used for one place identification. The signage will be supplied and fixed as per IRC: 67-2012 Code of Practice for Road Signs (Point No. 7-13 &16) for more than 0.9 sqm size board. The scope of works includes providing and fixing of retro-reflectorized Informatory signboards made of 4mm thick Aluminum composite material sheet, face to be fully covered with Class C Type XI (Table 5) Micro Prismatic Grade Sheet as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols/legend/arrow etc. in Hindi and /or English shall be cut out from durable transparent Overlay Electrocutable film as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board. Height from ground level of the road and bottom of the sign board shall not be less than 2.1 m. The vertical post shall be firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete below ground level as per approved drawing.

F. Mandatory Cautionary & Facility Signboards:

The scope of work includes providing and fixing of mandatory, cautionary and facility signboards of size 1200mm x 1000mm to be erected at required locations in Jammu City as per IRC: 67-2012 Code of Practice for Road Signs (Point Nos. 16.3.9, 16.3.10 & 16.3.11) for more than 0.9 sqm. size board. The work includes providing and fixing of retro-reflectorized Informatory sign Boards made of 4mm thick Aluminum Composite Material Sheet, face to be fully covered with Class C Type XI (Table 5) Micro Prismatic Grade Sheet as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and /or English, to be cut out from durable transparent Overlay Electrocutable film as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board.

G. Smart Real Time Automatic Variable Signage

The smart real time automatic signage will be erected on top of the Over Head Gantry Signage (Signage Type 1). The scope of works includes supply and Installation of P10 LED Full Color Variable Message Signs of display size 9.9 Feet X 7 Feet, 10 mm pitch having brightness of 7500-8000 cd/m2. The display shall have functionality to adjust luminance of the display manually through control center and automatically through photoelectric sensors. Working environment shall be-10° to + 60° C and humidity of 0% to 90% RH. Viewing distance shall be 10m – 100m. Media Player: Installation of thin client having 4 GB RAM and 16GB Flash Memory with 1.66 GHz processor which shall be connected to the displays for processing. Server Software: Installation of web-based solution which shall be accessible on the client’s network. It shall be able to connect to any number of displays and shall be synchronized with the respective thin clients. It shall have an option to send out emergency messages and update the content on the display real-time. VMS shall
be fully customizable solution for each display/ location to show traffic/ congestion/ journey time information relevant to the location. It shall provide real time information as well as static information. It shall be able to work in an automated fashion without any manual interruptions, optional manual data feed for emergency messages.

The following technical specifications will have to be adhered to:

VMS solution should be a fully customizable solution for each display/ location to show live traffic-related information, live congestion related information specific to the location.

1. VMS solution should be able to provide real time information like weather updates, alternate route options useful to the citizen.
2. VMS solution should be able to work in an automated fashion without manual intervention.
3. VMS solution should have an optional manual data feed for emergency messages.
4. VMS solution is scalable to cater to multiple boards across the city with ability to send targeted messages to specific group / all boards.
5. VMS solution should work on wired / wireless media.
6. VMS solution should display pictograms and text message in three languages. Videos also can be displayed (English, Hindi and Regional Languages).
7. The system should maintain the history of messages archived for future reference and analysis.
8. VMS solution should be able to integrate to traffic control room/other command centers.
9. The intended information can be scheduled and displayed at any date and time.
10. VMS solution should be capable of integrating with speed monitoring and driver feedback solutions for better traffic management / enforcement
11. VMS display should be a rich multicolored LED display with minimum 10mm pitch for
12. visibility from both near and far distances having brightness in the range of 7500- 8000 cd/m2.
13. VMS display should be connected to a thin client windows embedded system which has an ability to schedule permitted download and upload time so as to use connectivity during non-peak hours. Also, no Personnel should be required to either switch on, switch off, power off, log in or log out procedures. These functions should function automatically as scheduled.

The thin client should have 4 GB RAM and 16 GB Flash Memory with 1.66 GHZ processor.
H. Advance Direction Sign Board.

The scope of work includes providing and fixing of advance direction signboards of size 1800mm x 1200mm to be erected at required locations in Jammu City as per IRC: 67-2012 Code of Practice for Road Signs (Point Nos. 16.3.9, 16.3.10 & 16.3.11) for more than 0.9 sqm. size board. The work includes providing and fixing of retro-reflectorized Informatory sign Boards made of 4mm thick Aluminum Composite Material Sheet, face to be fully covered with Class C Type XI (Table 5) Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols /legend/arrow etc. in Hindi and /or English, to be cut out from durable transparent Overlay Electrocuttable film as per drawing and Technical Specifications for Road and Bridge works (Fifth Revision). There will be messages on both side of the board.

I. Place Identification Board

This sign will be used on main and internal roads at all important points of Jammu City. This signboard will be mainly used for single place identification. The signage will be supplied and fixed as per IRC: 67-2012 Code of Practice for Road Signs for more than 0.9 sqm size board. The scope of works includes providing and fixing of retro-reflectorized Informatory signboards made of 4mm thick Aluminum composite material sheet, face to be fully covered with Class C Type XI Micro Prismatic Grade Sheeting as defined in IRC: 67-2012 having approved massages e.g. letter, numerals, symbols/legend/arrow etc. in Hindi, Urdu and /or English to be cut from durable, transparent, overlay, electro cuttable film as per MORT&H hand book ‘Specifications for Road and Bridge Works’ (fifth revision). Height from ground level of the road and bottom of the sign board shall not be less than 2.1 m. The vertical post shall be firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete below ground level as per approved drawing.
6. **Types of Signages and Their Locations**

The Location and number of different signages are depicted in the figures below:

![Figure 1: Place Identification Signage sites](image_url)
Figure 2: Place Identification Signage sites, Grid wise
RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)
Figure 5: Place Identification Signage sites, Grid 5

Figure 6: Place Identification Signage sites, Grid 6
RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)
Figure 9: Place Identification Signage sites, Grid 9

Figure 10: Place Identification Signage sites, Grid 10,11
RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)

Jammu Smart City Ltd

1. Kunjwani Chowk
2. Hari Singh Palace
3. Airport Road

(Total: 3 Nos.)

Signage Type 1 Advance direction Overhead Gantry With two & three legs

Signage Type 2 Overhead Gantry Signage without Legs

1. Jewel Chowk 2No
2. Dogra Chowk 1No
3. Vikram Chowk 1No
4. Police Line 1No
5. Asia 1No
6. Green belt Road 1No
7. K.C Chowk 1No
8. Bus Stand 1No

Total: 9 Nos.
1. Kalu Chak
2. Satwari - 2 Nos.
3. Airport
4. Asia
5. Amphalla Chowk
6. Digiana
7. Greater Kailash Chowk
8. Narwal
9. Sidhra Bridge
10. Panjithiri
11. Indira Chowk
12. GMC
13. Railway Station Opposite Kranti Hotel
14. Bahu Plaza- 2No.s

(TOTAL: 16 No.s)
Jammu Smart City Ltd

RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)

1. Sainik Colony
2. Channi Himmat
3. Narwal
4. Gangyal
5. Div.Com Office
6. Railway Station
7. Gole Market, Gandhi Nagar
8. Shastri Nagar
9. Trikuta Nagar
10. Muthi (Near Education Office)
11. Canal Head
12. Shakti Nagar Bridge
13. Panjtirthi

(Total: 13 Nos.)

Signage Type 4 Overhead Cantilever Sign Boards
Jewel Chowk

Bhagwati Nagar

Old Flyover/Katra

Signage Type 5 Shoulder Mounted sign Boards with Triple strip and with Double leg
(Total: 51 Nos.)

1. Kunjwani Chowk
2. Greater Kailash Chowk
3. Narwal Chowk
4. Bathindi Chowk
5. Rajiv Nagar Chowk
6. Satwari Chowk
7. Asia Hotel Chowk
8. Bakram Chowk
9. Dogra Chowk
10. Jewel Chowk
11. Canal Road
12. Saint Peter Convent School
13. K.C Chowk
14. Maheshpura Chowk
15. Shakuntla Junction
16. Rehri Chowk
17. Mian Dido Chowk
18. Karan Nagar Chowk
19. Gummat Chowk
20. Indira Colony
21. Ranbireshwar Temple Chowk
22. Kachi Chawni Chowk
23. CPO Chowk
24. Panjirtir Chowk
25. RahuNath Temple Chowk
26. Shaheedi Chowk
27. Gujar Nagar Chowk
28. Traffic Check Post Site
29. Purani Mandi
30. City Chowk
31. Chankya Chowk
32. High Court Chowk
33. Roop Nagar Chowk
34. Chowk Chabutra Chowk
35. P.S. Bahu Fort
36. Panama Chowk
37. General Zorawar Singh Chowk
38. Gole market, Gandhi Nagar
39. Balmiki Chowk
40. Girdhari Lal Dogra Chowk
41. Railway station chowk
42. Nideesh apartment Chowk
43. Vikas Bhawan Chowk
44. Transport Nagar
45. Fruit market Junction
46. Surya Motor Chowk
47. Main Stop Gandhi Nagar
48. Police Line Junction
49. Hari Palace Niwas
50. Bhoji Chowk
51. Bhagwati Nagar Chowk
Signage Type 6 Mandatory, Cautionary and facility sign board (Total: Nos. 350 Nos.)

1 Kaluchak
2 Police Nakka Nagrota

Signage Type 7 Smart real time Automatic variable Signage (Total: 2 Nos.)
Jammu Smart City Ltd

RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)

Signage Type 8: Advanced Directional Board (Total : 83 Nos.)

1. Purmandal Morh
2. Greater Kailash
3. Kunjwani Chowk
4. Gangyal
5. Rajiv Gandhi Hospital
6. Digiana
7. Jeevan Nagar
8. Shastri Nagar (Cremation ground)
9. Satwari Chowk
10. Gandhi Nagar (Last Morh)
11. Gandhi Nagar (Main stop)
12. Gandhi Nagar Green Belt
13. Ware House
14. Bikram Chowk
15. Dogra Chowk
16. Jewel Chowk
17. Super Speciality Hospital
18. Medical College
19. Public Service Commission Office
20. K.C. Chowk
21. Shaktuntla Chowk
22. Rehari Chungi
23. Mian Dido Chowk
24. Karan Nagar Chowk
25. Hotel Ashoka
26. Hari Niwas Place
27. New Plot
28. High Court Chowk
29. Janipur Chowk
30. Roop Nagar Chowk
31. Bantalab Chowk
32. Rehari Colony Mandir Chowk
33. Subash Nagar
34. Patoli Chowk
35. Sarwal Chowk
36. Maheshpura Chowk
37. Shakti Nagar chowk
38. Canal Head
39. Talab Tillo Chowk
40. Bhori Chowk
41. Attal Pur chowk
42. Ware House
43. Fourth Bridge
44. Bhagwati Nagar
45. Revenue Training Centre
46. Jammu Air Port
47. Gadghiar Chowk
48. Greater Kailash Chowk/Sainik Colony
49. Channi himmat
50. Sunjuwan/Bathindi Chowk
51. Narwal Chowk
52. Kasam Nagar Chowk
53. Bahu Fort Chowk
54. Moh Maya Chowk
55. Surinsar / Mansar Chowk
56. Sidhra
57. Across Tawi
58. Traffic Check post Sitli
59. Trikuta Nagar
60. General Zorawar singh Chowk
61. Mahavir Jain Chowk
62. Shaurya Motor Chowk/Green Belt
63. Panama Chowk
64. Girdhari Lal Dogra Chowk
65. Gole Market Gandhi Nagar
66. Gurudwara Chowk Nanak Nagar
67. Gumat Chowk
68. Indra Chowk
69. Shallamar Chowk
70. Ware House Chowk
71. Kachi Chawni
72. CPO Chowk
73. Radio Station Chowk
74. Chowk Chabutra Chowk
75. Parade
76. Vivekanand chowk
77. Raghuth Nath Chowk
78. City Chowk
79. Purani Mandi Chowk
80. KL Sehgal Chowk
81. Kanak Mandi Chowk
82. Shaheedi Chowk
83. Vir Marg Chowk
**Signage Type 9: Place Identification Board (Total: 153 Nos.)**

1. JK Public School 37. Laxmi Narayan Mandir, 77. Jain Temple Fattu
   Kunjwani  Gandhi Nagar  116. P.S. Bahu Fort
2. Digania Ashram 38. Gurudwara Sunder  78. Diwana Mandir
   C.P.W.D. Office  Singh, Sunder Singh  79. Raj Tilak Bhavan
   Digiana  Road, Jammu  80. Ram temple Purani
   Digiana  40. State Circuit House  82. Raghu Nath Temple
   Gangyal  41. RRL- Jammu  83. T.R.C (Tourist)
6. Jammu Airport 42. Palm island Mark  84. Reception Centre
7. Gadhigarh Hospital 43. Govt. women  85. Panjkarkhar Mandir
   Gandhi Nagar  Polytechnic College,  86. Jama Masjid / Talab
   Gandhi Nagar  Shiv Nagar  Khatikan
9. St. Peter Convent 44. A.G. Office Shiv Nagar  87. CM Residence
   school Gandhi Nagar  45. Govt. Medical College,  88. Church – Residency
   Govt. Women College  46. Super Speciality  89. D.C. Office
   College Gandhi Nagar  47. Public Service  90. Peerkhoo Cave
   13. Govt. Polytechnic  50. SMGS Hospital  93. Amar Nath Yatri,  94. Revenue Training
   College  51. Govt. Civil Secretariat  95. Director Agriculture
   16. MAM College  54. Govt. Ranbir Library  98. State Education
   17. Police H.Q. (J&K)  55. SRML Higher  99. Board, Rehari
   Nagar  57. Police Control Room  58. Police Control Room
   Gandhi Nagar  60. Bagh Bahu  61. Railway station
   Gandhi Nagar  63. Police Control Room  103. SDM Office, Janipur
21. Govt.Boys Higher  64. Police Control Room  104. SP (South) Gandhi
   secondary school  65. Shashi Shastri Nagar  Nagar
   school Shastri Nagar  67. Shashi Shastri Nagar  106. SDM Office, Janipur
   Nagar  69. Police Control Room  108. Jammu Tawi
   Shastri Nagar  71. Police Control Room  110. Jammu Tawi
   Mandir  74. Police Control Room  113. Jammu Tawi
27. Fish Aquarium  75. Police Control Room  114. Jammu Tawi
   28. Batra Hospital  76. Police Control Room  115. Jammu Tawi

RFP for Engineering, Procurement And
Construction of Wayfinding Signages In
Jammu City (Phase-1)
<table>
<thead>
<tr>
<th>No.</th>
<th>Location</th>
<th>Address/Details</th>
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<tbody>
<tr>
<td>29.</td>
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<td>30.</td>
<td>Govt. Commerce College</td>
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<tr>
<td>31.</td>
<td>Abhinav Theatre</td>
<td></td>
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<tr>
<td>32.</td>
<td>Director accounts &amp; Treasury Muthi</td>
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</tr>
<tr>
<td>33.</td>
<td>Horticulture, Narwal</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>RTO Office</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>Transport</td>
<td></td>
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<tr>
<td>36.</td>
<td>Gurudwara Bibi Chand Kaur, Chand Nagar</td>
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<table>
<thead>
<tr>
<th>No.</th>
<th>Location</th>
<th>Address/Details</th>
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<tr>
<td>61.</td>
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<td>Radio Station</td>
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<td>Radio Station</td>
<td>Hari Niwas</td>
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<td>65.</td>
<td>Palace Hotel</td>
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<td>66.</td>
<td>Ashoka hotel</td>
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<td>67.</td>
<td>Manda Zoo</td>
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<td>68.</td>
<td>Mubarak Mandi</td>
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<tr>
<td>69.</td>
<td>Mahalakshmi temple Pacca Danga</td>
<td>Pollution Control Board Office</td>
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<td>70.</td>
<td>Transport Nagar</td>
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<tr>
<td>71.</td>
<td>Principal Chief</td>
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<tr>
<td>72.</td>
<td>Conservator Kachi Chawni</td>
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<tr>
<td>73.</td>
<td>MD, SRTC</td>
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<td>74.</td>
<td>Central Jail</td>
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<td>75.</td>
<td>Govt. Ranbir</td>
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<td>76.</td>
<td>Aap Sambhu Mandir, Roop Nagar, Jammu</td>
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<td>77.</td>
<td>Govt. Girls Higher Secondary School</td>
<td></td>
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<tr>
<td>78.</td>
<td>Mubarak Mandi</td>
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<tr>
<td>79.</td>
<td>Manda Zoo</td>
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<td>80.</td>
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<td>81.</td>
<td>Mahalakshmi temple Pacca Danga</td>
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<td>82.</td>
<td>Transport Nagar</td>
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</tr>
<tr>
<td>83.</td>
<td>Principal Chief</td>
<td></td>
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<tr>
<td>84.</td>
<td>Conservator Kachi Chawni</td>
<td></td>
</tr>
<tr>
<td>85.</td>
<td>MD, SRTC</td>
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<td>86.</td>
<td>Central Jail</td>
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<tr>
<td>87.</td>
<td>Govt. Ranbir</td>
<td></td>
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<td>88.</td>
<td>Aap Sambhu Mandir, Roop Nagar, Jammu</td>
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<td>89.</td>
<td>Govt. Girls Higher Secondary School</td>
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<tr>
<td>91.</td>
<td>Manda Zoo</td>
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<tr>
<td>92.</td>
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<tr>
<td>93.</td>
<td>Mahalakshmi temple Pacca Danga</td>
<td></td>
</tr>
<tr>
<td>94.</td>
<td>Transport Nagar</td>
<td></td>
</tr>
<tr>
<td>95.</td>
<td>Principal Chief</td>
<td></td>
</tr>
<tr>
<td>96.</td>
<td>Conservator Kachi Chawni</td>
<td></td>
</tr>
<tr>
<td>97.</td>
<td>MD, SRTC</td>
<td></td>
</tr>
<tr>
<td>98.</td>
<td>Central Jail</td>
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<td>99.</td>
<td>Govt. Ranbir</td>
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<td>100.</td>
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<td>101.</td>
<td>Govt. Girls Higher Secondary School</td>
<td></td>
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<tr>
<td>102.</td>
<td>Mubarak Mandi</td>
<td></td>
</tr>
<tr>
<td>103.</td>
<td>Manda Zoo</td>
<td></td>
</tr>
<tr>
<td>104.</td>
<td>Manda Zoo</td>
<td></td>
</tr>
<tr>
<td>105.</td>
<td>Police Women Cell</td>
<td>H.Q. Jammu</td>
</tr>
<tr>
<td>106.</td>
<td>P.S. Satwari</td>
<td></td>
</tr>
<tr>
<td>107.</td>
<td>P.S. Gangyal</td>
<td></td>
</tr>
<tr>
<td>108.</td>
<td>P.S. Channi Himmat</td>
<td></td>
</tr>
<tr>
<td>109.</td>
<td>P.S. Trikuta Nagar</td>
<td></td>
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<td>110.</td>
<td>Kot Bhalwal Jail</td>
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<td>111.</td>
<td>Govt. Engineering College</td>
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<tr>
<td>112.</td>
<td>Mahant Bacchittar Singh College</td>
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<tr>
<td>113.</td>
<td>Model Institute of Engineering &amp; Technical</td>
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<tr>
<td>114.</td>
<td>Fruit Mandi</td>
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<tr>
<td>115.</td>
<td>Model Academy, V.C Road Jammu</td>
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<tr>
<td>116.</td>
<td>Cremation Ground Channi Himmat</td>
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</tbody>
</table>
SECTION 8:..DRAWINGS
Jammu Smart City Ltd

RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)
Jammu Smart City Ltd

RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)
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Jammu Smart City Ltd

RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)
SECTION 9. Bill Of Quantities
1. Cost for Supply & Fixing of Retro-Reflective Double Sided (Three Legs) Over Head Gantry Signage

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Description of item</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supply and Fixing of Retro Reflective Double Sided Over Head Gantry Signage made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956–09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panels and riveted using 6mm aluminum rivets to back support frame all round supported on a tubular gantry structure of 300 NB pipe with 6.3mm wall thickness as per the drawings attached. The MS tubular poles shall be painted with epoxy &amp; minimum two coats of synthetic enamel paint. The Gantry sign boards shall be firmly fixed to the ground by means of properly designed foundation (as per the drawings) with M25 grade cement concrete. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC: 67:2012 complete in all respect. The rates shall include cost of design , fabrication, supply , transportation , local shifting , erection of signage structure using crane , all T&amp;P , machine ,material and labor required for proper completion of work as per the direction of Engineer. (Complete Job) As per Clause 22 of IRC 67-2012</td>
<td>3</td>
<td>Nos.</td>
<td>To be quoted by the Contractor</td>
<td></td>
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</table>
### 2. Cost for Providing and Fixing Overhead Gantry (To be clamped on flyover etc.)

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Supply and Fixing of overhead Gantry (To be Clamped on Flyover etc.) made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956-09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panel and riveted using 6mm aluminum rivets to back support frame. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC:67:2012 complete in all respect the rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labor required for proper completion of work as per the direction of Engineer. As per Clause 22 of IRC 67-2012</td>
<td>9</td>
<td>Nos.</td>
<td>To be quoted by the contractor</td>
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### 3. COST FOR PROVIDING AND FIXING OF RETRO-REFLECTIVE SINGLE SIDED OVER HEAD GANTRY SIGNAGE (BUTTERFLY)

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Supply and Fixing of Retro Reflective Single Sided Over Head Gantry Signage made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956 –09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panel and riveted using 6mm aluminium rivets to back support frame all round supported on a tubular gantry structure as per the drawings attached. The MS tubular pipes shall be painted with epoxy &amp; minimum two coats of synthetic enamel paint. The Gantry sign boards shall be firmly fixed to the existing sides of over bridges by means of properly designed anchorage (as per the drawing) with nuts and bolts, clamps. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC :67: 2012 complete in all respect. The rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labor required for proper completion of work as per the direction of Engineer in charge.</td>
<td>16</td>
<td>Nos</td>
<td>To be quoted by the contractor</td>
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### 4. COST FOR PROVIDING AND FIXING RETRO-REFLECTIVE DOUBLE-SIDED OVER HEAD CANTILEVER TYPE SIGNAGE

<table>
<thead>
<tr>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Supply and Fixing of Retro Reflective Double Sided Over Head Cantilever Signage made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956 –09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panels and riveted using 6mm aluminum rivets to back support frame all round supported on a tubular gantry structure of 350 NB pipe with 8 mm wall thickness as per the drawings attached. The MS tubular pole shall be painted with epoxy &amp; minimum two coats of synthetic enamel paint. The Gantry sign posts shall be firmly fixed to the ground by means of properly designed foundation (as per the drawing) with M25 grade cement concrete. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC :67: 2012 complete in all respect. The rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labor required for proper completion of work as per the direction of Engineer in charge.</td>
<td>13</td>
<td>Nos.</td>
<td>To be quoted by the contractor</td>
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</table>
5. COST FOR PROVIDING AND FIXING RETRO-REFLECTIVE SHOULDER MOUNTED SIGN BOARDS WITH TRIPLE STRIP AND WITH DOUBLE LEG

<table>
<thead>
<tr>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply and Fixing of Retro Reflective Single supported made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956 –09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminium composite panels and riveted using 6mm aluminium rivets to back support frame of MS 50X50X4mm all round supported on a tubular double supported structure of 80 NB pipe with 8 mm wall thickness as per the drawings attached. The MS tubular pole shall be painted with epoxy &amp; minimum two coats of synthetic enamel paint. The posts shall be firmly fixed to the ground by means of properly designed foundation (as per the drawing) with M25 grade cement concrete. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC :67: 2012 complete in all respect. The rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labour required for proper completion of work as per the direction of Engineer in charge.</td>
<td>51</td>
<td>Nos.</td>
<td>To be quoted by the contractor</td>
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### 6. COST FOR PROVIDING AND FIXING RETRO-REFLECTIVE DOUBLE SIDED MANDATORY CAUTIONARY & FACILITY SIGN BOARDS

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<th>S No</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate</th>
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<tr>
<td></td>
<td>Supply and Fixing of Retro Reflective Single supported made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956 –09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panels and riveted using 6mm aluminium rivets to back support frame of MS Hollow Section 50x50x4 all round supported on a tubular single supported structure of 150 NB pipe with 5.4 mm wall thickness as per the drawings attached. The MS tubular pole shall be painted with epoxy &amp; minimum two coats of synthetic enamel paint. Posts shall be firmly fixed to the ground by means of properly designed foundation (as per the drawing ) with M25 grade cement concrete. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC :67: 2012 complete in all respect. The rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labor required for proper completion of work as per the direction of Engineer in charge complete in all respect .</td>
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### Cost for Providing and Fixing Smart Real Time Automatic Variable Signages

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<th>Specification</th>
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<tbody>
<tr>
<td></td>
<td>LED Full Color Display, as per specification given below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Display Size (W x H)</td>
<td>Minimum 2.88 m x 1.92m or bigger</td>
<td>Y</td>
</tr>
<tr>
<td>2</td>
<td>Pixel Pitch</td>
<td>10 mm or better (Lower pitch is regarded as better)</td>
<td>Y</td>
</tr>
<tr>
<td>3</td>
<td>LED Configuration</td>
<td>RGB 3 in 1 SMD</td>
<td>Y</td>
</tr>
<tr>
<td>4</td>
<td>Pixel Density</td>
<td>Minimum 10,000 pixels per sqm or higher</td>
<td>Y</td>
</tr>
<tr>
<td>5</td>
<td>Half Gain Horizontal / Vertical Viewing Angle</td>
<td>H 140 deg / V 90 deg or better</td>
<td>Y</td>
</tr>
<tr>
<td>6</td>
<td>Refresh Rate</td>
<td>&gt;960 Hz or better</td>
<td>Y</td>
</tr>
<tr>
<td>7</td>
<td>Temp Range</td>
<td>-20 to +50 Degrees C or better</td>
<td>Y</td>
</tr>
<tr>
<td>8</td>
<td>Gray Scale Processing</td>
<td>12 Bit or better</td>
<td>Y</td>
</tr>
<tr>
<td>9</td>
<td>Brightness (Calibrated)</td>
<td>5000 cd/m² or better</td>
<td>Y</td>
</tr>
<tr>
<td>10</td>
<td>Maximum Power Consumption</td>
<td>850 w/sqm or lower</td>
<td>Y</td>
</tr>
<tr>
<td>11</td>
<td>Dimming Capability</td>
<td>255 levels</td>
<td>Y</td>
</tr>
<tr>
<td>12</td>
<td>Power Input</td>
<td>100 ~ 240 VAC</td>
<td>Y</td>
</tr>
<tr>
<td>13</td>
<td>Individual Tile/Cabinet Dimensions</td>
<td>960 mm (W) x 960 mm (H) x 143 mm (D)</td>
<td>Y</td>
</tr>
<tr>
<td>14</td>
<td>Contrast Ratio</td>
<td>3000:1 or better</td>
<td>Y</td>
</tr>
<tr>
<td>15</td>
<td>Access For Maintenance</td>
<td>Rear</td>
<td>Y</td>
</tr>
<tr>
<td>16</td>
<td>IP Level</td>
<td>Front IP65 / Rear IP54</td>
<td>Y</td>
</tr>
<tr>
<td>17</td>
<td>International Safety Certifications (Mandatory to)</td>
<td>CE certification for Compliance to CE Under Standards: EN 55022:2010 + AC:2011 Class A</td>
<td>Y</td>
</tr>
</tbody>
</table>

### Ad. Panels

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter for LED Full Colour Display Specifications</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Parameter Specifications</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Display Size (W x H)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pixel Pitch</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>LED Configuration</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pixel Density</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Half Gain Horizontal / Vertical Viewing Angle</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Refresh Rate</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Temp Range</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Gray Scale Processing</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Brightness (Calibrated)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Maximum Power Consumption</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Dimming Capability</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Power Input</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Individual Tile/Cabinet Dimensions</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Contrast Ratio</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Access For Maintenance</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>IP Level</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>International Safety Certifications (Mandatory to)</td>
<td></td>
</tr>
</tbody>
</table>
18. Quality/Health & Safety/Environmental Certifications of OEM/OEM subsidiary in India (Copy to be submitted along with the bid)

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Front Door</td>
</tr>
<tr>
<td>19</td>
<td>Wall Mount Clamp</td>
</tr>
<tr>
<td>20</td>
<td>19&quot; pillar front &amp; 19&quot; pillar</td>
</tr>
</tbody>
</table>

19. LED package vendor acceptable makes (certificate from the LED package vendor to be provided during the supply certifying the same)

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Front Door</td>
</tr>
<tr>
<td>2</td>
<td>Wall Mount Clamp</td>
</tr>
<tr>
<td>3</td>
<td>19&quot; pillar front &amp; 19&quot; pillar</td>
</tr>
</tbody>
</table>

20. Installation by OEM

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Front Door</td>
</tr>
<tr>
<td>2</td>
<td>Wall Mount Clamp</td>
</tr>
<tr>
<td>3</td>
<td>19&quot; pillar front &amp; 19&quot; pillar</td>
</tr>
</tbody>
</table>

21. Rack Frame Power Distribution Unit

An IP 54 rack shall be provided. The rack shall be at least 13 U high with a provision to mount 19" wide equipment.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Front Door</td>
</tr>
<tr>
<td>2</td>
<td>Wall Mount Clamp</td>
</tr>
<tr>
<td>3</td>
<td>19&quot; pillar front &amp; 19&quot; pillar</td>
</tr>
</tbody>
</table>

**RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)**
4. Locking Arrangement
   - To be provided with a locking system

5. Limit Switch
   - The rack door to be provided with a limit switch

6. Earthing
   - Earthing studs should be provided in the rack for earthing purposes

7. Cable points
   - Cable entry and exit points should be provided in the rack

8. Mounting
   - Should be possible to mount the rack either on a pole or on a wall with options of different mounting types

9. Rack Internal size
   - 13U 19” rack

10. AC input
    - 380V/220V

11. AC Power Load Max
    - 45KW

12. AC power Load Max Each output
    - 5KW

13. Surge protection
    - Class C

3. LED Processor

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
<th>Specifications</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Loading Capacity</td>
<td>1.3 Million pixels</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Processing capability</td>
<td>1.5 Ghz 8 core</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Operating Memory</td>
<td>2GB</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Onboard internal storage</td>
<td>8 GB with at least 4 GB for usage</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Inputs</td>
<td>HDMI, USB and Gigabit Ethernet</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Operating Temperature</td>
<td>As per requirement</td>
<td></td>
</tr>
</tbody>
</table>

4. Mechanical Structure For Mounting Of LED Walls

<table>
<thead>
<tr>
<th>S. No</th>
<th>Parameter</th>
<th>Specifications</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mounting Structure</td>
<td>LED wall should be mounted on the wall.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Material</td>
<td>Should be made from mild steel and painted black along with antirust coating.</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: The installation/design/operations/software of above Smart signages should be aligned with the proposed ITMS project, the display on these boards will be controlled from the Traffic Monitoring and Management Centre.
### 8. Cost for Supply and Fixing of Retro-Reflective Double-Sided Over Head Gantry Signage for Smart Real Time Automatic Variable Signages

<table>
<thead>
<tr>
<th>S No</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supply and Fixing of Retro Reflective Double Sided Over Head Gantry Signage made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956–09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panels and riveted using 6mm aluminium rivets to back support frame all round supported on a tubular gantry structure of 300 NB pipe with 6.3mm wall thickness as per the drawings attached. The MS tubular poles shall be painted with epoxy &amp; minimum two coats of synthetic enamel paint. The Gantry sign boards shall be firmly fixed to the ground by means of properly designed foundation (as per the drawings) with M25 grade cement concrete. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC: 67:2012 complete in all respect. The rates shall include cost of design, fabrication, supply, transportation, local shifting, erection of signage structure using crane, all T&amp;P, machine, material and labour required for proper completion of work as per the direction of Engineer. (Complete Job) As per Clause 22 of IRC 67-2012</td>
<td>2</td>
<td>Nos.</td>
<td>To be Quoted by the Contractor</td>
<td></td>
</tr>
</tbody>
</table>
## 9. COST FOR PROVIDING AND FIXING RETRO-REFLECTIVE ADVANCE DIRECTIONAL SIGN BOARDS

<table>
<thead>
<tr>
<th>S No</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Total Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Providing, installing and fixing with necessary clamps etc. Retro-reflective Advance Direction Sign Board 1200<em>1800mm rectangular as per IRC 67-2001 with retro-reflective high intensity micro prismatic grade sheeting fixed over 2 mm thick aluminum sheet with 25</em>25<em>3 mm angle iron frame supported on two mild steel angler iron posts 65</em>65<em>6 mm firmly fixed to ground in foundation concrete 1:2:4 of size 0.60</em>0.60*0.75m for vertical post complete as per technical clause 801 of MORT &amp; H specification and As per Clause 22 of IRC 67-2012</td>
<td>83</td>
<td>Nos.</td>
<td>To be Quoted by the Contractor</td>
<td></td>
</tr>
</tbody>
</table>

## 10. COST FOR PROVIDING AND FIXING RETRO-REFLECTIVE PLACE IDENTIFICATION SIGN BOARDS

<table>
<thead>
<tr>
<th>S No</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Units</th>
<th>Total Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supply and Fixing of Retro Reflective Single supported made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956 –09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panels and riveted using 6mm aluminium rivets to back support frame of MS 50X50X4 mm all round supported on a tubular single supported structure of 80 NB pipe with 4.8 mm wall thickness as per the drawings attached. The MS tubular pole shall be painted with epoxy &amp; minimum two coats of synthetic enamel paint. The posts shall be firmly fixed to the ground by means of properly designed foundation (as per the drawing) with M25 grade cement concrete. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC :67: 2012 complete in all respect. The rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labor required for proper completion of work as per the</td>
<td>153</td>
<td>Nos.</td>
<td>To be Quoted by the Contractor</td>
<td></td>
</tr>
</tbody>
</table>
direction of Engineer in charge complete in all respect.

### Summary of Costs

<table>
<thead>
<tr>
<th>Serial no. of bill</th>
<th>Description of bill</th>
<th>Amount in figures</th>
<th>Amount in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total for the Project of Wayfinding Signages carried over to the Contract Agreement
SECTION –10:- CONTRACT FORMS

Appendix 1: Details of Bidder
Appendix 2: Bid Submission Form
Appendix 3: Financial Bid / Price Schedule Format
Appendix 4: Power of Attorney for signing bid
Appendix 5: Form of Bid Securing Declaration
Appendix 6: Format for Evidence of Access to or Availability of Credit facilities
Appendix 7: Affidavit Regarding Abandoned Works and Undertaking
Appendix 8: Statement of Ethical Conduct, Fraud and Corruption
Appendix 9: Bid Security Bank Gurantee
Appendix 10: Financial standing of the bidder
Appendix 11: Civil Constructions works completed during last five years
Appendix 12: Experience in works of similar nature and size during last three years
Appendix 13: Existing Commitments and ongoing work
Appendix 14: Indemnity Bond by the contractor for removal/disposal of surplus material/disposal
Appendix 15: - Indenture for Secured Advance or credit
Appendix 16: - Declaration for accepting Terms and Conditions of the Bid Document
Appendix 17: Performance Bank Guarantee
Appendix 18: Bank Guarantee for Advance Payment/Mobilisation Advance
Appendix 19: Letter of Award
Appendix 20: Agreement form
Appendix 21: Notice to Proceed with the Work
Appendix 22: Completion Certificate
Appendix 1: Details of Bidder

1. General
   a. Name of Company:
   b. Country of Incorporation:
   c. Address of the corporate headquarters and its branch office(s), if any, in India:
   d. Date of incorporation and/or commencement of business:

2. Brief description of the company including details of its main lines of business and proposed role and responsibility in this project.

3. Details of Joint Venture/Consortium members & Lead Member.

4. Details of individual(s) who will serve as the point of contact/communication for the Company:
   a. Name:
   b. Designation
   c. Company:
   d. Address:
   e. Telephone Number:
   f. E-Mail Address:
   g. Fax Number:

5. Particulars of the Authorised Signatory of the Bidder:
   a. Name:
   b. Designation:
   c. Address:
   d. Phone Number:
   e. Fax Number:
Appendix : 2 Bid Submission Form

To, Date: 

Chief Executive Officer,
Jammu Smart City
Limited, Jammu.

Subject: Bid for: - Engineering, Procurement and Construction (EPC) of Signages in Jammu city (Phase 1)

Ref: Your Bid Document No.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.

We offer to execute in conformity with the Bidding Document the following Works:

“Engineering, Procurement and Construction of Signages in Jammu city (Phase 1)"

(b) I/We offer to execute the works described above and remedy any defects therein during the Defects Liability Period of 1 year in conformity with the Conditions of Contract, Scope of Work, Technical Specifications, drawings, Bill of Quantities and Addenda for the sum(s) as quoted by me/us in our Financial Bid.

(c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to submit a Performance Security in the amount of 10% (ten percent) percent of the Contract Price for the due performance of the Contract;

(e) We, including the subcontractor or suppliers for any part of the Contract, are/ shall be from India;

(f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(g) Our firm/ company/ partner/ director and our sub-contractor has not been blacklisted/debarred by State Government / Central Government / PSU / JSCL / Government authority in India;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(i) We understand that you are not bound to accept the lowest evaluated bid or any other
bid that you may receive;

(j) We have not paid, or will pay any commissions or gratuities with respect to the bidding process and for execution of the Contract, if awarded;

(i) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in this Bidding Document during this procurement process and execution of the Works as per the Contract;

(j) Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

Name/ address of the Authorized Representative of the Bidder: -

______________________________

Designation: ________________________________

Signed ________________________________

Duly authorised to sign the Bid for and on behalf of: ________________

Stamp of the Bidder Date: ___

Tel: _________ Fax: __________

E-mail: ______________
## Appendix 3: Financial Bid/ Price Schedule

*(TO BE FILLED ONLINE ONLY; THIS IS ONLY A TEMPLATE)*

<table>
<thead>
<tr>
<th>SL. NO</th>
<th>Particulars of work</th>
<th>Qty</th>
<th>Rate</th>
<th>Estimated cost. (Rs.)</th>
<th>Bidders Quoted Percentage (above/below/at par)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engineering, Procurement and Construction of Signages in Jammu city (Phase 1)</td>
<td>1</td>
<td>1005 Lakh</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount** = Rs.........................  Total Amount = (in words)

**Note:**

1. If there is a discrepancy between the figures and words, the price quoted in words shall prevail.
2. This format is to be filled online only. Any hard copy submission of the Financial Bid shall lead to rejection of the Bid.

**Signature of Authorized Representative**

**Name & Designation**

**Name of Bidder**:  

**Business Address**

**Date:**  

**Seal of the Bidder**
Appendix 4:- Power of Attorney for signing of Bid

Power of Attorney

(To be executed on non-judicial paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We, ............................... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ................................

2. son/daughter/wife of ..................and presently residing at ......................, who is presently employed with

3. us and holding the position of ...................... , as our true and lawful attorney (hereinafter referred to

4. as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the “ Design, Installation and Fabrication of Road Signages at different locations in Jammu city” on Item Rate basis proposed or being developed by the Jammu smart City Limited (the “Employer”) pursuant to the NIT document no. ______ issued by Employer, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conference and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till entering into the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ............................... THE ABOVE-NAMED PRINCIPAL HAVE 5. EXECUTED THIS POWER OF ATTORNEY ON THIS ........ DAY OF 201.

For ..........................
(Signature, name, designation and address of person authorized by Board Resolution (in case of Firm/ Company)/ partner in case of Partnership firm

1.

2.
Witnesses:

Accepted Notarised

..........................................

Signature Name, designation and address of Attorney)
Appendix 5:- Form of Bid-Securing Declaration

Date: [insert date (as day, month and year)]
Bid No.: [insert number of bidding process]

To: [insert complete name of Employer]

We, the undersigned, declare that

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration;

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [Three years] starting on [date of submission], if we are in breach of our obligation(s) under the bid conditions, because we:

a. have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;
   or
b. having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on __ day of __________ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the joint Venture that submits the Bid.]
Appendix 6:- Format for Evidence of Access to or Availability of Credit Facilities

BANK CERTIFICATE

This is to certify that M/s. .................................. is a reputed company with a good financial standing.

If the contract for the work, namely “[insert name of the work]” is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ...................... to meet their working capital requirements for executing the above contract.

Name of Bank
Senior Bank Manager
Address of the Bank
Appendix 7:- Affidavit Regarding Abandoned Works and Undertaking

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s ........................................ have abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/Project implementing agency.

(Signed by an Authorized Officer of the Firm)
Title of Officer
Name of Firm
DATE:-
Appendix 8:- Statement of Ethical Conduct, Fraud and Corruption

We, the undersigned confirm in the preparation of our bid that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.

2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.

3. That neither we, nor any of our employees, associates, agents, shareholders, partners consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.

4. We understand our obligation to allow the Government of Jammu & Kashmir to inspect all records relating to the preparation of our bid and any contract that may result from such, irrespective of if we are awarded a contract or not.

5. In connection with this procurement exercise and any contract that is awarded to us as a result thereof, no payments have been made or will be made by us, our associates, agents, shareholders, partners or their relatives or associates to any of the staffs, associates, consultants, employees or relatives of such who are involved with the procurement process, contract implementation, and the issuance of progress payment on behalf of the purchaser, client or employer.

Signed: [signature of person authorized by the Bidder to sign the bid submission form and whose name and title are shown below]

Name: [insert full name]

Title: [insert official title]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of ________, ___________ [insert date of signing]
Appendix 9:- Bid Security Bank Guarantee

Bank's Name and Address of Issuing Branch or Office

Beneficiary: .................................. name and address of Employer

........................................Date:

........................................................................................................... Bid Security
No.: ...........................................................................................................

We have been informed that .......... name of the Bidder .......... (here in after called “the Bidder”) has submitted to you its bid dated ....................... (hereinafter called "the Bid") for the execution of .......... name of Contract ................. under Invitation for Bids No
........................................... ("the IFB").

Furthermore, we understand that, according to one of your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we .......... name of Bank .......... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of

........................................ ( ................................ amount in words ............... ) upon receipt by us
of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

a) Has withdrawn its Bid during the period of bid validity including extended period of validity specified by the Bidder in the Form of Bid;

b) Having been notified of the acceptance of its Bid by the Employer during the period of bid
validity, (i) fails or refuses to execute the Contract Agreement, (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails to deposit the required license fees with State Government to register itself as a special/ super class Contractor with Govt. of Jammu & Kashmir within 15 (fifteen) days of issue of Letter of Award of Bid.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty- eight days beyond the validity of the bid including extended period of validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

................. Bank's seal and authorized signature(s) ........
### Appendix 10: Financial standing of the Bidder

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Year</th>
<th>Turnover (Rs. in Cr.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2018-19</td>
<td></td>
</tr>
</tbody>
</table>

### Appendix 11: Civil Constructions Works completed during last three years

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Value of Works completed (in Rs. lakhs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
</tr>
</tbody>
</table>

### Appendix 12: Experience in works of Similar nature and size during last three years

<table>
<thead>
<tr>
<th>Year</th>
<th>Project Name</th>
<th>Details of the Employer</th>
<th>Description of work</th>
<th>Contract No.</th>
<th>Value of contract (Rs. Lakhs)</th>
<th>Date of Commencement</th>
<th>Stipulated period of completion</th>
<th>Actual date of completion</th>
<th>Remarks explaining reasons for delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2017-18</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: Attach certificate(s) from the Engineer(s)-in-Charge, not below the rank of Executive Engineer regarding all completed & ongoing works*
Appendix 13:- Existing commitments and on-going works:

<table>
<thead>
<tr>
<th>Years</th>
<th>Description of works</th>
<th>Place &amp; state</th>
<th>Contract No.</th>
<th>Name &amp; Address of Employer</th>
<th>Value of Contract (Rs. Cr)</th>
<th>Stipulated period of completion</th>
<th>Value of works to be completed (Rs. Cr)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Appendix 14:- Indemnity Bond to be executed by the Contractor for the Removal/Disposal of Scrap/Disposal or Surplus material

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

This INDEMNITY BOND executed this ........ day of ............ 20...... by ............(Name of Company) ............, a Company registered under the Companies Act, 1956/ Partnership Firm/ Proprietary Concern and having its registered office(s) at ............(Office Address) ............, hereinafter called the Indemnifier(s)/Contractor(s) (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators, executors and permitted assignees).

IN FAVOUR OF JSCL, a State Government Entity, having its registered office ____________________________________________ (hereinafter referred to as “JSCL”). JSCL has awarded the Contractor(s), contract for execution of work (“Scope of Work”) as mentioned in the contract agreement/LOI no................. dated ................., entered into between JSCL and Contractor(s), relating to ................. (Name & Address of Project) ................. (hereinafter called ‘the Project’). The Indemnifier(s) for the purpose of execution of its Scope of Work had from time to time procured and stored ............ (Details of Material) ........ at the Project Site.

After completion of the Scope of Work by Indemnifier(s), it has been identified that scrap ......... (Details of Scrap Material & its Quantity) ..........and/or surplus ............ (Details of Surplus Material & its Quantity) .......... belonging to Indemnifier(s) is lying at the said Project Site. Now, the scrap .......... (Details of Scrap Material & its Quantity) ..........and/or surplus ............ (Details of Surplus Material & its Quantity) .......... belonging to the Indemnifier(s), requires to be removed by Indemnifier(s) from the Project Site

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS UNDER:
1. That Indemnifier(s) by way of this indemnity requests JSCL to issue approval in favour of Indemnifier(s) for removal of scrap ..........(Details of Scrap Material & its Quantity)..........and/or surplus ..........(Details of Surplus Material & its Quantity).......... belonging to Indemnifier(s), from the project.

2. That the Indemnifier(s) shall ensure clearing of its scrap .......... (Details of Scrap Material & its Quantity) ..........and/or surplus .......... (Details of Surplus Material & its Quantity) .......... by itself, as aforesaid.

That Indemnifier(s) in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify JSCL and keep JSCL indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by JSCL by reason of the issue of necessary approval by JSCL and permitting

Indemnifier(s) to remove scrap ..........(Details of Scrap Material & its Quantity) ..........and/or surplus ..........(Details of Surplus Material & its Quantity) .......... belonging to Indemnifier(s), from the project.

That Indemnifier(s) undertakes to indemnify and keep JSCL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to Indemnifier(s), from the Project Site aforesaid, by the Indemnifier(s). Further, in case the laws require JSCL to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the Indemnifier, the same shall be obtained by the Indemnifier on behalf of JSCL.

IN WITNESS WHEREOF, the Indemnifier(s), through its authorized representative, has executed Month and Year first mentioned above at ........

(Name of the Place) ...........

Witness:

Indemnifier

........................................

(Authorised Signatory)
Appendix 15:- Indenture for Secured Advance or Credit

PROFORMA OF INDENTURE FOR SECURED ADVANCE OR CREDIT

THIS INDENTURE made this day of ______________ Between ______________ Jammu Smart City Limited and M/S---------------------------(hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor/administrators and assign of the one part and Jammu Smart City Ltd.(JSCL), having its Registered Office at ----------------------- Jammu (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement). The Contractor has agreed to construct.......................... And whereas the Contractor has applied to the Engineer that he may be or be given credit for materials brought by him to the site of the subject work to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. ______________ (Rupees ______________ only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with The Engineer and declares as follows:

That all sums given as advance or credit by The Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.That the material for which the advance or credit is given are offered to and accepted by The Engineer as security and are free from encumbrances of any kind. The Contractor will not make any application for or receive further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify The Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid

That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor s solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor’s custody and on his responsibility and shall at all times be open to inspection by The Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality and repair and make good the same as required by The Engineer.That said material shall not on any account be removed from the site of work expect with the written permission of The Engineer.

That the advance shall be repayable in full when or before Contractor receives payment from The Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment The Engineer will be at liberty to make a recovery from the Contractor’s bill from such payments by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as Jammu Smart City Limited made under these presents was calculated.that if the Contractor shall at any time make any default in the performance of observance in respect of any of the terms
and provisions of the said agreement or of .That provisions the total amount of the advance or advances that may still be owing to The Engineer, shall immediately on the happening of such default be repayable by the Contractor to The Engineer together with interest thereon at 12% p.a. from the date of respective date to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by The Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best: Seize and utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand. Remove and sell by public auction the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement. Expect in the event of such default on the part of contractor as aforesaid ,interest or the said advance shall not be payable. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of JAMMU courts only . IN WITNESS whereof the said the engineer and the contractor here unto set the irspective hands and seals the day year.

Written, Sealed and delivered by . The Engineer

Jammu Smart City Ltd

RFP for Engineering, Procurement And Construction of Wayfinding Signages In Jammu City (Phase-1)
Appendix 16:- DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF BID DOCUMENT

To, Date:

The Chief Executive Officer, Jammu Smart City Limited, Jammu.

Subject: Bid Document No. dated: for

“Engineering, Procurement and Construction (EPC) of Vertical Garden on the Columns between Dogra Chowk and K.C. Chowk below Flyover at Jammu under Smart City Mission with 03 (Three) years of Operation & Maintenance including 3 Months of Defect Liability Period”

Sir/ Madam,

I have carefully gone through the Terms & Conditions mentioned in the above referred Bid Document. I declare that all the provisions of this Bid Document are acceptable to my company/ firm who has submitted its Bid as the Bidder for this Project. I further certify that I am an Authorized Representative of my company/ firm i.e. the Bidder and am therefore, competent to make this declaration. I further undertake on behalf of my company/ firm that we shall abide by the Bid including the Financial Bid submitted by my company/ firm.

Yours faithfully,

(Signature of the Bidder) Name:

Designation:

Seal:

Date:

Business Address:
Appendix 17:- PERFORMANCE BANK GUARANTEE

To
_____________________[name of Employer]
_____________________[address of Employer]

WHEREAS_ ___________________________[name and address of Contractor]
(hereafter called “the Contractor”) has undertaken, in pursuance of Contract No.________ date...
To Execute ........
[name of Contract and brief description of the work]
(hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you

On behalf of the Contractor, up to a total of [amount of
guarantee]* (in words), such sum being payable in the types and
proportions of currencies in which the Contract Price is payable, and we undertake to pay
you, upon your first written demand and without cavil or argument, any sum or sums
within the limits of [amount of guarantee] as aforesaid without your needing to
prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability
Period.

Signature and Seal of the guarantor

Name of Bank ......................... Address...........................
Date  ..............................
Appendix 18:- BANK GUARANTEE FOR ADVANCE PAYMENT / MOBILISATION ADVANCE

PROFORMA OF BANK GUARANTEE

(FOR MOBILISATION ADVANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of J&K state) In consideration of the Jammu Smart City Limited, having its Registered Office at-------------------------- Jammu (hereinafter called “JSCL” which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No........ dated...... made between.................. and JSCL in connection with...... (hereinafter called “the said contract”) to make at the request of the Contractor a Mobilization Advance of Rs........for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to JSCL, we the ........ Bank Ltd., (hereinafter referred to the “the said Bank”) and having our registered office at........... do hereby guarantee the due recovery by JSCL of the said advance as provided according to the terms and conditions of the Contract. We........... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from JSCL stating that the amount claimed is due to JSCL under the said Agreement. Any such demand made on the..............shall be conclusive as regards the amount due and payable by the......... under this guarantee and........ agree that the liability of the ............ to pay JSCL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs...... We ........ Bank further agree that JSCL shall be the sole judge of and as to whether the amount claimed has fallen due to JSCL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by JSCL on account of the said advance together with interest not being recovered in full and the decision of JSCL that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by JSCL shall be final and binding on us. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till JSCL certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that JSCL shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank JSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the Jammu Smart City Limited for Construction of .............owers exercisable by it against the said Contractor and either to enforce or for bear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to JSCL and the said Bank shall not be released from its liability under these presents by any exercise by JSCL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said
Contractor or any other forbearance, act or omission on the part of JSCL or any indulgence by JSCL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this have the effect of so releasing the bank from its such liability. 5.0 It shall not be necessary for JSCL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which JSCL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of JSCL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. Dated this-------day of-------

For and on behalf of Bank

(NAME AND DESIGNATION)

SEAL
Appendix 19: LETTER OF AWARD

Date:
To........................................ (Name & Address of the Contractor)

Dear Sir (S)

This is to notify you that your Bid dated............ for execution of the

[Name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees ........................................ (........) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders\(^1\) is hereby accepted by our Agency.

We note that as per bid, you do not intend to subcontract any component of work

(Or

)

We note that as per bid, you propose to employ .................. as subcontractor for executing ........................................

(Delete whichever is not applicable)

You are hereby requested to furnish Performance Security and Additional Performance Security (if any) in the form detailed in Para 34.1 of ITB for an amount of Rs............ within 21 days of the receipt of this Letter of Award and sign the contract failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized

Signature

Name and Title of Signatory

Agency......................
Appendix 20: - Agreement Form

This Agreement, made the..........................day of ............20, between ____________________ [name and address of Employer] (hereinafter called “the Employer”) of the one part and ____________________ [name and address of contractor] (hereinafter called “the Contractor”) of the other part. Whereas the Employer is desirous that the Contractor for “[insert name of the work], [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.................................

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   i. Letter of Award
   ii. Notice to proceed with the works
   iii. Contractor’s Bid
   iv. Contract Data
   v. Conditions of Contract (including Special Conditions of Contract)
   vi. Specifications
   vii. Drawings
   viii. Bill of Quantities (Optional)
   ix. Any other document listed in the CONTRACT DATA as forming part of the contract

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ____________________

was hereunto affixed in the presence of: Signed, Sealed and Delivered by
the said
Appendix 21: - Noticed to proceed with the work

[Letterhead of the Employer]

——— [date]

To

[name and address of the Contractor]

Dear Sirs:

Pursuant to your furnishing the performance security [and additional performance security] as stipulated in ITB clause 34 and signing of the contract agreement on [date] for the work “[insert name of the work]” at the Contract Price of Rs.[_______], you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

[Signature]

Name and title
Appendix 22:- Completion Certificate

1 I, .................................. (Name of the JSCL Engineer In charge), acting as the Engineer in Charge, under and in accordance with the Agreement dated ........... (the “Agreement”), for Name of work.................................................................................................................... on Item Rate basis through .......................... (Name of Contractor), hereby certify that the Tests and Trial runs in accordance with the Agreement have been successfully undertaken to determine compliance of the Project------------------------ with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in service of the Users thereof.

2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project have been completed, and the Project is hereby declared fit for into operation on this the .................. day of .................. 20.....

SIGNED, SEALED AND DELIVERED