

e-NIT Ref.No.JKB/E&ED/CHQ/Concrete-Footpath/2026-1858
Dated: 19-08-2026



**Online Request of Tender (e-NIT)
For
Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way
of Civil works**

**e-NIT Ref. No.: JKB/E&ED/CHQ/Concrete-Footpath/2026-1858
Dated: 19-08-2026**

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

DISCLAIMER

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

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

OBJECTIVE OF PROPOSAL

The Tender Details are as under:

e-NIT Reference Number	JKB/E&ED/CHQ/Concrete-Footpath/2026-1858 Dated: 19-08-2026
Issuing Department Name	Estates & Engineering Department, BSD, Corporate Headquarters, M. A. Road, Srinagar 190 001 J&K
Scope of Work	Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works at J&K Bank Ltd. Corporate Headquarters, M. A. Road Srinagar by way of Civil Structure Works
e-Tender Details	Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works
BIDs Submission Mode	On-Line through Bank's e-Tendering Service Provider's Portal https://jkbank.abcpocure.com
Tender Type	Open tender
Type of Contract	Works
Bidding Type	Indigenous
Base Currency	INR (₹)
Validity of rates	6 Months
Consortium	Consortium Bids are not allowed.
Contact details of concerned Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this NIT) and technical bid evaluation	Mr. Basharat Ahmad (I/C Engineering Dept) CHQ Cell No: 7006231581 Mr. Raafi Bin Yaseen (Senior Manager Civil) Cell No: 9419401491 Mr. Zahid Showkat Sheikh (Manager Civil) Cell No: 9596323031 Mr. Nisar Ul Nabi (Draftsman) Cell No: 9419027096 Dept. e-mail id:- engineering.chq@jkbmail.com civilengg@jkbmail.com
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcpocure.com from August 19, 2026 13:00 Hrs. To September 02, 2026 17:00 Hrs.

Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before August 25, 2026
Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on August 27, 2026
Last date and time for Bid submission	September 02, 2026 17:00 Hrs.
Date and Time for Eligibility/ Technical Bid Opening	To be notified separately
Submission of online Technical Bid	As prescribed in Bank's online e-Tender Portal https://jkbank.abcprocure.com
Tender Processing Fee (Non- Refundable)	₹ 1500/- (Rupees One Thousand Five Hundred only) to be credited through Bank Transfer/NEFT only vide below details: Account Name: Tender Fee/Cost Account 16-digit Account No: 9931530300000001 IFSC Code: JAKA0HRDCHQ Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 Tran or UTR Number may be uploaded on E-tendering portal (Tender/Participation fee is exempted for all MSEs, Start-ups as recognized by DIPP- Eligible entities shall upload proof in support of claiming the aforesaid exemption)

Earnest Money Deposit (EMD) [Refundable]	Rs76,500/- (Rupees seventy six Thousand five hundred only) to be deposited to below detailed A/c through NEFT / RTGS/ Bank Transfer only: Account Name: Earnest Money Deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR No. / Tran No. & Date be uploaded on the e-Tendering Portal as Proof. (EMD is exempted for all MSEs, Start-ups as recognized by DIPP-Eligible entities shall upload proof in support of claiming the aforesaid exemption) EMD can also be submitted in the form of DD, CDR or Bank Guarantee.										
Security Deposit	The Successful Bidder immediately after the award of Work order/ PO has to submit Security Deposit in favour of Deputy General Manager (BSD), J&K Bank equivalent to the amount of 3% of the total contract value .										
Eligibility & Technical Criteria	As mentioned in the tender document										
CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal https://jkbank.abcprocure.com only										
For e-Tender related Queries	Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat Help Desk: <table border="1"> <thead> <tr> <th>Sr. No</th><th>Name</th></tr> </thead> <tbody> <tr> <td>1</td><td>Sandhya Vekariya - 6352631968</td></tr> <tr> <td>2</td><td>Suraj Gupta - 6352632310</td></tr> <tr> <td>3</td><td>Ijlalaeahmad Pathan - 6352631902</td></tr> <tr> <td>4</td><td>Imran Sodagar - 9328931942</td></tr> </tbody> </table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaeahmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
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NOTICE INVITING TENDER

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

Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works

Estimated Cost of Work: Approximately **Rs 38.21 Lakhs** which includes **Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works and associated Allied works etc.**

1. Detailed tender document consisting of Terms and Conditions, BOQ, Technical Specification, General Terms and Conditions etc. will be available through a link from the Banks website <https://jkb.bank.in/tenderNotice> and will be forwarded to <https://jkbank.abcprocure.com>

2. The site for the work is available and should be inspected before quoting for this tender.

3. The time allowed for the carrying out of the work will be **50 calendar days** from the date of issue of written work orders/ to commence the work, in a phased manner as decided by the Engineer In charge, J&K Bank Ltd., Srinagar.

4. The Bidders should digitally sign the tender in places indicated and the total amount tendered should also be written in the prescribed form.

5. The bid document is available online on the website <https://jkbank.abcprocure.com>. The bid document can be downloaded free of cost, however, the successful bidder is required to submit a performance guarantee equivalent to 10% of total contract value in the shape of CDR/Bank Guarantee at the time of formal allotment. However, 5 % shall be released at the time of successful completion and remaining 5 % shall be released at the end of defect liability period. The bidder would be required to register in the web site, which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Before the deadline for submission of bids, the J&K Bank may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website <https://jkbank.abcprocure.com> under the "Latest Corrigendum".

6. Documents Comprising the Bid.

a) Technical Cover (Part-I).

Shall contain all the documents mentioned in prequalification annexure or anywhere else in the tender document along with Annexure VIII, tender documents cost & EMD.

Note: The bidders are permitted to offer equivalent makes of products/items provided they meet or exceed the specified technical and quality specifications. The bidder must ensure that the alternative make offered is of similar or better specifications than those specified in the tender.

However, any bidder proposing an alternative make must seek prior approval from the Tendering Authority by submitting a request through pre-bid queries. The bidder should provide detailed specifications, catalogues, and any other relevant documents to substantiate the equivalence of the proposed make. The Tendering Authority will evaluate the proposed equivalent makes and confirm whether they are acceptable before the submission of bids.

Bidders are advised to submit their queries for equivalent makes well within the time frame specified for pre-bid clarifications. No post-bid requests for alternative makes will be entertained.

b) Financial Cover (Part-II).

Shall contain the prices as per the price bid format.

The bidders shall be short listed for financial evaluation on the basis of technical evaluation, submission of all documents and conditions laid down therein or elsewhere in the tender document and the financial bid of only short listed bidders shall be considered for final evaluation. Final selection of the bidder/s shall be based on the least financials quoted post Reverse Auction.

7. The Bid Security/Earnest Money Deposit may be forfeited in case of breach of any of the terms and conditions of RFP and:

- (a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; and /or
 - (ii) Furnish the required Security Deposit.
- (c) in case of breach of any terms and conditions of this RFP.

8. Deadline for Submission of Bids

- Bid is to be uploaded by the Bidder online not later than the date and time indicated in the Appendix.
- To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the J&K Bank shall extend, as necessary, the deadline for submission of bids. The J&K Bank may extend the deadline for submission of bids by issuing an amendment. However, the decision of J&K Bank in this regard shall be final and binding. In such case all rights and obligations of the J&K Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.

9. Bid Opening & Evaluation

Bid Opening/Evaluation

- The J&K Bank inviting the bids or its authorized representative will open the bids online and this could be viewed by the bidders online.
- The file containing the Part-I of the bid will be opened first.
- In all cases, the amount of earnest money deposit, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Bank may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening shall be generated and kept on-line.
- Evaluation of Part-I of bids with respect to earnest money deposit, Prequalification information and other information furnished in Part I of the bid, shall be taken up and completed and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.
- The Bank shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Bank, the bids will be opened at the appointed time and location on the next working day.
- Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Bank may consider appropriate will be notified online by the Bank at the time of bid opening.
- Post opening of the commercial bids, The Bank shall be entitled to complete the entire procurement process through a **single Electronic Reverse Auction or in multiple Electronic Reverse Auctions**. The Bank shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

The Bank will be within its rights to ask the bidder to furnish any document at any point of time during technical evaluation and failure on the part of bidder to do so may lead to rejection of his bid. However, this in no way shall mean that the Bidder has a right, above the other Bidders, to be selected.

10. Award of Contract

Award Criteria

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

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

a) Eligible in accordance with the provisions, and

b) Qualified in accordance with the provisions; and

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

11. The Bidder whose tender is accepted shall execute an Agreement on Rs. 100/- stamp paper reiterating the acceptance of his Execution of work on these item rates and conditions as set forth in the contract.

12. J&K Bank Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof.

13. Taxes which are admissible for deduction shall be deducted at source at the rates admissible at the time of payment of the bill of successful bidder.

14. The right of acceptance of a tender will rest with the **DGM BSD, J&K Bank Ltd., CHQ, Srinagar** who does not bind himself to accept the lowest tender and reserves with himself the authority to reject any or all the tenders received, without assigning any reason. Any tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

15. Canvassing in connection with tender is strictly prohibited and the tender submitted by a Bidder, who resorts to canvassing, is liable to be rejected.

16. On acceptance of the tender, the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions from the Engineer In Charge shall be communicated to the **Engineer In charge, J&K Bank Ltd., Srinagar**.

17. The bidder has to bid for all works contained item wise in the BOQ. The Bank has reserved right to accept the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

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

19. The Tender for the work includes all the works as per BOQ and directions of the Engineer In charge.

20. The Bidder shall inspect the site at his own expenses before submitting the tender.

21. The intending Bidder should not in any way quote more than one rate per item of work. In case the Bidder splits the quantity of any item of work and quotes more than one rate for the same, his tender will be rejected. The Bidders shall quote in figures as well as in words, the rates, & the amount tendered by them. The amount for each item should be worked out and the requisite totals be given.

22. If successful bidder is unable to fulfil the work order within the stipulated period, then the Bank will have the right to allot work order to other participating bidders at L1 rates after giving **15 days'** notice to the defaulting bidder. Bank will have the right to cancel the contract and award the contract to other participating service providers.
23. The Bank reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.
24. The bidder shall have no right to terminate the agreement.
25. That upon expiration or termination of this Agreement for any reason whatsoever by the Bank, the successful bidder shall immediately refrain from any action that would cause or may indicate any relationship between it and the bank and handover to the bank, the possession of all the documents, material or any other property belonging to the bank that may be in its possession.
26. The bidder should not have been blacklisted by any of the States/UTs/ PSU's/ Pvt. Organisations of the Country during last five years, from the date of issue of this e-NIT, and relevant annexure shall be uploaded with the Part-I of the Bid.
27. The Bank reserves the right to allot the Work to other technically qualified bidders on L1 rates as decided by the Competent Authority as and when required in the interest of the tendered work.
28. The successful bidder shall provide Technical Staff for executing the works as per relevant Safety Manual and relevant Standard Operating Procedure for safe working.

Sd/-**DGM BSD**

ELIGIBILITY CRITERIA AND CREDENTIALS

Mandatory Pre-Qualification Requirements (PQR), which will enable participation of a Bidder in the competition shall include the following:

(Supporting documents should be uploaded by the bidder)

S. No.	Particulars	Details/ Remarks
1	Name of the Bidder	
2	Constitution of Bidder (Whether proprietor, partnership, company etc.)	
3	Year of Establishment	
4	Name of Proprietor/ Partners/ Directors etc. as the case may be.	
5	Name of the authorized signatory along with contact no. and email id.	
6	Address of Office establishment along with contact no. & Email address	
7	PAN of bidding firm (Attach Along with PAN of Proprietor/ Partners/ Director / Authorized personnel)	
8	Registration No./ license (Attach Registration Certificate)	
9	GST No. (Attach GST Registration) along with latest GST clearance returns	
10	Labour/ EPF registration details & no. of employees registered (Attach Certificates), if applicable	
11	Tender fee details	
12	EMD details	
13	Turn over statement of last three financial years: - 2023-24, 2024-25 and 2025-26. (Supporting Balance/ Profit & Loss statement to be attached) The bidder must have a total Financial Turn Over not less than Rs. 12 lacs during the last three (03) financial years. Documents certified by Chartered Accountant regarding the same, should be submitted.	
14	Solvency certificate for an amount of Rs. 12 Lacs	
15	ITR's for last three financial years: - +2023-24, 2024-25 and 2025-26.	

16	List of work orders duly executed in last seven years (Attach works orders along with corresponding completion certificates/ satisfactory performance certificates) ▪ The qualified Bidder should have executed same or similar works. ▪ Similar works completed in private firms shall be allowed subject to the submission of Completion certificate, Work order/Agreement as per BOQ and TDS for income tax for payment received for the work) ▪ The bidder must have: Experience of having successfully completed Similar works during last 7 years ending last day of month previous to the one in which applications are invited & should be either of the following: - Three similar works costing not less than the 40% of Total Tender Amount. OR Two similar works costing not less than 50% of Total Tender Amount. OR One similar work costing not less than the amount equal to 80% of Total Tender Amount. Similar Work means associated civil structure works. And in the last seven years, a bidder should have completed a minimum of one work amounting to not less than 40% of the allotted amount of the nature of Devri Stone/ Devri Stone Tile. Attach detailed summary list also	
17	Details of Engineers/ technicians, plant and machinery, manpower and financial resources.	
18	Unconditional acceptance letter Annexure I	
19	Undertaking for non-blacklist Annexure II	
21	Bid security declaration Annexure III	
23	Bill of quantities having detailed technical specifications and technical compliance format Annexure IV	
24	List of offered Make List Annexure v	

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

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

Digital Signature of Contractor before Submission of Tender**Witness**

1. _____

2. _____

sd/-**DGM BSD**

INSTRUCTIONS FOR BIDDERS

1. Before e-BID, the Bidders, in their interest are advised to inspect and examine the site & its surroundings and satisfy themselves in respect of the site conditions as the Bank shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost.
2. Before submission of bid, the Bidders shall carefully examine the tender documents, general conditions of contract, special conditions of contract, specifications, & other matters referred to therein, the schedules and Bill of quantities and if there should be or appear to be any ambiguity in or discrepancy between any of these documents or between figured and measured dimensions and other aspects, he should immediately refer the matter in writing to the Engineer In charge for clarification.
3. Selection of the items according to specifications and approved makes will be as per the conditions of the contract. All the items before installing should be approved from Engineer of the Bank.
4. The Bank will not be responsible and will not pay for expenses which may be incurred or losses to person or property suffered by the Bidder in connection with visits to an examination of the site and in the preparation of his tender for submission.
5. The Bidder (whether or not submits a tender) shall treat the details of the documents as secret and confidential.
6. The Bank reserves the right to adjust arithmetical or other errors in any tender in the way, which it considers suitable. Any adjustments so made by the Bank shall be stated to the Bidder if the Bank shall make an offer to accept the tender.
7. The Bank does not bind itself to accept the lowest or any tender and has the right to refuse or accept any tender without assigning any reason (s) thereof. The Bank shall also have right either to invite more Bidders for submitting bids or re-issue the tender afresh at its own discretion for which the original Bidders shall have no right of objecting any action taken in this behalf, nor the Bank shall be bound to any explanation.
8. All documents of the tender are to be read in conjunction with each other and Bidder shall take this aspect into consideration while quoting the rates.
9. It will be the responsibility of the successful Bidder to keep liaison with the Bank till finalization of Letter of Acceptance or within validity period. No excuse whatsoever will be entertained for not having received the allotment letter/Letter of Acceptance through post or otherwise.
10. The value of all executed works by the bidder shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of applications for bids.
11. GST and Labour-Cess etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.
12. The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets ending 31.03.2025, duly certified and audited by Chartered Accountant
13. The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how these would be involved in this work.

APPENDIX TO FORM OF TENDER

S.No	Particulars	Description
1	Earnest Money / Security Deposit:	Rs. 76,500/- to be deposited to the prescribed A/c through NEFT or Transfer only. UTR No. / Tran No. Tran dates be uploaded on the e-Tendering Portal as Proof. However, the successful bidder is required to submit a security deposit of equivalent to 5% of total contract value in the shape of CDR/Bank Guarantee at the time of formal allotment the EMD also forms the part of Security deposit which shall be released after successful completion of the project
2	Period of commencement:	Date of issuance of work order
3	Time of Completion	50 calendar days
4	Reverse Auction	The Tender shall be put to reverse auction after the last date of the submission of bids to get a final successful bidder and work shall be allotted to the lowest bidder after the reverse auction.
5	Liquidated damages for delay:	0.5% (Zero decimal five percent) of Gross Contract value per week or part thereof subject to a maximum 10% of contract value
6	Limit of liquidated damages	(0.5% per week Up to a maximum of 10% (Ten percent) of Contract Value.
7	Defects Liability /Maintenance period	1 years from the date of virtual completion as issued by Engineer.
8	Retention Money	10% shall be deducted as retention money from all running bills. & shall be after the expiry of Defect Liability Period.
9	Quantities	Quantities as per BOQ liable to change as per work done at site.
10	Running Payments	As per detailed measurements
11	Final Payment	Final payment shall be made after completion certificate by the engineer and joint measurements with the contractor subject to deductions

FORM OF AGREEMENT
 (On Stamp Paper 100/=)

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

WHEREAS the Bank is desirous of having provided and getting executed, completed and maintain certain works for **Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works** as mentioned, enumerated or referred to the Documents forming part of the "TENDER" and acceptance, copies of all of which hereto annexed are designed to form part of this contract and are included in term "CONTRACT" wherever herein used.

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The terms and conditions laid down in the documents stated herein in the Clause shall be read and construed as forming part of this Agreement and the contractor shall abide by, terms and conditions, specifications and rates specified therein and perform agreement in accordance with such conditions".
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - a. The said tender and Appendix
 - b. Form of Tender
 - c. General conditions of Contract
 - d. The Special Conditions of Contract.
 - e. Specifications
 - f. Preamble to bill of quantities and priced bill of quantities as accepted.
 - g. The letter of Acceptance
 - h. Other additional documents as required
3. In consideration of the payment to be made by the Bank to the contractor for the work to be executed by him, the contractor does hereby agree with the Bank to provide, execute & complete the said work on or before the date mentioned in the time schedule of completion of work attached to the tender documents strictly as per the contract agreement and shall maintain the same at his own cost during the defects liability period , thereafter perform all such aspects and things in the contract mentioned or described or which are to be implied thereafter or may be reasonable necessary for the completion of the said works and at the time and the manner subject to the terms and conditions or stipulations mentioned in the contract.
4. In consideration of the due provisions, execution and completion of the said works the Bank does hereby agree with the contractor that the Bank will pay to the contractor the respective amount for the work actually done by him and such other sums as may become payable to the contractor under the contract. Such payment to be made at any such time & in such manner as provided for in the agreement.

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

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

7. This Agreement shall come into effect on _____ (the effective date). The agreement shall remain in force for a period **50 Calendar days from the said effective date till the envisaged timeframe for completion or actual date of completion whichever is later.**

8. Termination

(i) The Bank may at its sole discretion without assigning any reasons whatsoever and at any time terminate this Agreement and inform the Contractor by written notice.

(ii) In case of breach of any of the terms and conditions of the Agreement by the Contractor a written notice of 15 days will be served by the Bank for termination. In the event of the Agreement being so terminated, the Contractor shall take such steps, as are necessary to bring the services to an end in a cost effective, timely and orderly manner.

(iii) The Bank also reserves its right to terminate the Agreement in the event of one or more of the following situations without giving any notice:

(a) Unnecessary or unwarranted delay in execution of the work allotted.

(b) Delay in providing the requisite manpower.

(c) Breach of trust is noticed during any stage of the assignment.

(d) Services found to be unsatisfactory; and

(e) for any other valid reason.

(iv) The Contractor shall be liable to face losses, is any, caused to the Bank due to termination caused due to the breach of any of the terms and conditions of the Agreement by the Contractor.

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

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

9. The successful bidder undertakes to keep the J&K Bank indemnified in case of any loss or damage including but not limited to any damages to the bank's premises howsoever arising out of or related to breach of contract, statutory duty or negligence by the contractor in his performance of the contract.

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

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

12. The contractor shall not assign or outsource the works undertaken by them under this RFP assignment awarded by the Bank.

13. The selected bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligation under this contract is the result of an event of force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to but are not restricted to wars, riots, earthquakes, fire, epidemic, quarantine restrictions, any act of god, act of Govt. of India, trade embargos, or any other such cause, which is beyond the reasonable control of the party

The party claiming benefit of force majeure shall however not be entitled to the same unless it has intimated the other party of the occurrence of such an event within 14 days from the occurrence of such force majeure event

indicating therein the steps that it is taking or intending to take to mitigate the effect of such force majeure on the performance of his obligations under this agreement and shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Notwithstanding above, the decision of the bank shall be final and binding on the contractor regarding termination of contract or otherwise".

14. **Dispute resolution/arbitration:** In the case of any dispute arising upon or in relation to or in connection with this Agreement between parties, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under Arbitration and conciliation Act, 1996 through sole arbitrator to be appointed by the bank.

The place of Arbitration shall be Srinagar, India and the language of the arbitration proceedings and that of all the documents and communications between the parties shall be English.

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

The successful bidder shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the client or unless the matter is such that the work cannot possibly be continued until the decision of Arbitrator or the Adjudicator, as the case may be, is obtained.

15. The terms and conditions laid down in the NIT shall be read and construed forming part of this service level agreement. In an event of contradiction on any term or condition between NIT and this agreement, the terms and conditions of agreement shall prevail.

16. All notices or other communication under or in connection with this agreement shall be given in writing and may be sent by personal delivery, or post or courier or facsimile or email. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post office and if sent by courier, three days after being deposited with the courier, if sent by facsimile, when sent (on receipt of a confirmation of having been sent to correct facsimile number) and if sent by mail (on receipt of confirmation). _____ (contact details of contractor)
 _____ (contact details of Bank).

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

NAME _____

NAME _____

ON BEHALF OF THE BANK
CONTRACTOR

ON BEHALF OF THE

1. SEAL

SEAL

2 ADDRESS

ADDRESS

In Presence of:

GENERAL CONDITIONS OF CONTRACT

1. Extent of Contract

The contract comprises the **Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works.**

2. Letter of Intent / Acceptance / Award

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

3. Contract Agreement

Within 14 days after the issue of letter of acceptance, the contractor shall have to enter into a written deed of agreement incorporating all the terms & conditions as embodied in the Tender Documents or modified subsequently in writing and those contained in the letter of acceptance, with the Bank. The contractor shall not sub-contract the work without written permission of the Bank.

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

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

4. Language (s)

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

5. Documents Mutually Explanatory

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

6. Contractor's General Responsibilities

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

The contractor shall carry out and complete and maintain the works in accordance with accepted good engineering practices and using materials and workmanship of the quality and standards therein specified provided that where and to the extent that approval of the quality of materials or of the standards of workmanship

is a matter of option, such quality & standards shall be to the satisfaction of the Bank or Engineer in Charge or his Representative.

7. Safety of Site Operations

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

8. Absence of Specification

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

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

Unless otherwise directed by the Bank in writing, the selected successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. Obtaining Information related to execution of work

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

10. Work to be to the satisfaction of Bank

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

11. Night or Sunday Work

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

12. Corrupt and Fraudulent practice.

- It is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to

or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

13. **Liquidated Damages:**

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

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

14. **Force Majeure:**

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

ii. For purposes of this Clause, "**Force Majeure**" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within 14 days.

iii. Unless otherwise directed by the Bank in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavour to find a solution to the problem.

v. Not with standing above, the decision of the Bank shall be final and binding on the contractor regarding termination of contract or otherwise."

15. **Electronic Reverse Auction.**

The said work shall be put to electronic reverse auction before opening of the financial bids.

Electronic Reverse Auction is a type of auction where the starting price, bid decrement, duration of auction, maximum number of automatic extensions are announced before start of online reverse auction. The shortlisted bidders shall after the start of RA start bidding online in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within the duration of the RA. If a new lower bid is received within last few minutes (say two minutes) of closing time, the closing time may get automatically extended by few minutes (at least five minutes) for others to respond. Maximum number of such

extensions may be stipulated (at least five). The most favourable bid at the end of stipulated/extended time will be declared as successful. The Reverse Auction shall be scheduled for a fixed time period. Auctions may be arranged in any combination of time periods for e.g. (a) 1-1/2 hour viz. 1 hour with 6 extensions of 5 minutes each or (b) 1 hour viz. 1/ 2 hours with 6 extensions of 5 minutes each or (c) Unlimited extensions viz. 1/2 hour with unlimited extensions of 5 minutes each.

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

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

Bidding Example:

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

Example:

Indicative Price Bid submitted by vendor:

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

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

$$K = 1600 / 2000 = 0.8.$$

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

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

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

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

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

19. Dispute resolution/arbitration: In the case of any dispute arising upon or in relation to or in connection with this agreement between parties, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicable within fourteen (14) days from the date on which either party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under arbitration and conciliation Act, 1996. The sole Arbitrator shall be chosen by the bank.

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

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

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

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

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

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

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

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

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

23. Labour License: All the Bidders must necessarily possess a valid Labour license (if applicable) obtained from concerned Govt. labour department. The said license is necessary for executing contract works under relevant provisions of different laws for the time being in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1970. It may be noted that no work order/Allotment shall be issued to the lowest bidders not submitting the relevant labour license.

24. Performance guarantee: 10 % of order to be submitted at the time of allotment. However, shall be released at the time of successful completion of project.

SPECIAL CONDITIONS OF CONTRACT

1 If the Bank feels necessity of amending the specifications and or installing of any equipment / material which have not been quoted for by the contractor, the same shall have to be installed by the contractor which shall be paid as per actuals based on LMR and analysed as per CPWD Schedule of Rates and analysis.

2 The commercial Bids of only those contractors / firms who qualify the prequalification laid by the Bank shall be considered.

3 The work shall be carried out strictly according to the terms & conditions, specification, design, drawing and plans. Where specifications do not cover any item, the specifications, terms and conditions of UT PWD / CPWD/ PDD in force shall be made applicable. All other terms and conditions not covered but in vogue in the CPWD shall hold good and form a part of the e-NIT.

4 No advance payment in the form of site mobilization advance, material advance etc. will be paid to Contractor. Running payments will be released after satisfactory completion of the portion of the works and measurement.

5. All other terms and conditions not covered but in vogue in the CPWD shall hold good and form a part of the e-NIT.
6. In the event of contract failure Bank reserves the right to terminate the contract after giving **15 days** clear notice to the contractor and recover the amount of the loss caused by the damage, failure, default (including the consequently damage) as may be determined by The DGM (J&K) Bank or his authorized representative.
7. The contractor shall provide company warranty cards of various items installed during the execution of works. Final bills shall be processed only after submission of the same.
8. The Scope of work is detailed out along with this bid package. Bidder should refer to the same while preparing the bid-return.
9. The Bidder should cross check the quantities mentioned in the 'Summary of items' sheet with the individual BOQ for respective rooms. Bidder should also take into account various accessories and items mentioned in the schematic drawing which may not reflect in the BOQ.
10. Upon submission of the quote (bid return), it is assumed that the bidder has understood the entire design and the functionality and shall take the responsibility of executing the project. The contractor shall consider all the accessories and parts that may be required to make the design work and shall quote accordingly.
11. Any additional items / components as required for successful completion of work under taken may be assessed by the Bidder and the same may be incorporated in the bid. The BOQ as assessed by the Bidder as above should be clearly indicated in the bid.

12. Up on submission of the bid, it is assumed that the bidder has understood the entire design and the functionality and shall take the responsibility of executing the project. The contractor shall consider all the accessories and parts that may be required to make the design work and shall quote accordingly.
13. While quoting for products, bidder should mention the make, model & part number in the BOQ and attach the specification sheet along with the bid return.
14. The Bidder shall refer to the technical, specifications, drawings and other section of the Bid Package which forms an integral part of the contract document
15. The items contained in this bill of quantities provides only brief descriptions of the resources, material and workmanship required and contractor shall be deemed to have taken full account in his rates and prices for all duties and liabilities imposed.
16. The bidder shall submit, prior to execution of any work, detailed method statements including submission of product technical information sheets etc for approval by Client/consultant, and only after such approval, the contractor can proceed with executions
17. Bidder shall be deemed to have included all costs and time implications in compliance with the above conditions and requirements.
18. The Bidder shall provide on request with a full and detailed breakdown of the rates and prices for any item, the breakdown shall show the actual calculations of the general and preliminary items, the labour, the plant and material cost for the works.
19. Equipment are to be supplied under this contract shall be the industry proven products and not the R&D models. The equipment shall confirm to the requirements of relevant Indian and International standards.
20. All the components of the main system shall be from the same Original Equipment Manufacturer (OEM). Assembled product of different makes or refurbished products shall not be accepted.

21. The unavailability of any product / model no. to be intimated by the bidder at the time of tendering as no reason for asking about the substitution/deviation of any product shall be entertained after award of the work.

22. The copy of purchase orders placed on various vendors shall be provided by the contractor for authentication of timely execution of work.

23. The Bidder shall include **1 year free maintenance (also known as, defect liability period) and shall include 4 hour response time and maximum one week resolution time under service level agreement.** The Bidder shall guarantee the replacement of faulty materials and workmanship within 48 hours of notification at no cost to the Client, if failure occurs during warranty period. He shall provide standby equipment as required to keep the system operational if the system cannot be repaired within 48 hours of notification.

24. The acceptance of the bidder's proposal will rest with the Client, and the client reserves to itself the right and authority to reject any proposal received without assigning any reason thereof.

25. Bidders may offer more than one make but all the items of any product line should be of same make only.

26. Since these are specialized services, the work should be executed by specialized vendors only.

27. The successful bidder shall have to supply the sample of the products, for the interior/acoustics/civil items mentioned in BOQ before actually commencing the work at site.

28. If any bidder does not fulfil the above required criteria and does not submit all above asked documents online then the tender bid of the said bidder may be rejected without any further correspondence. Department reserves the right to accept/reject any or all the tenders in part/full without assigning any reason thereof.

29. Unbalanced bid:- In case the offered/ quoted price of the successful bidder (L1) is unbalanced, the successful bidder shall have to deposit additional performance security in the shape of CDR/ FDR/ Bank Guarantee to the extent as per the following breakup before award of contract. The additional performance security thus deposited by the L1 shall be released in the favour after completion of the work.

S. No.	Percentage rate (total inc. taxes) as quoted by L1	Additional performance security to be deposited on the offered / quoted price by L1
1	Up to 15% below	Nil
2	Above 15% and up to 20% below	3%
3	Above 20% and up to 25% below	4%
4	Above 25% and up to 30% below	5%
5	Above 30% below	10%

SCOPE OF WORK

1. **Scope:** The general character and the scope of the work is illustrated and defined by the Specifications and the Schedule of Quantities herewith attached and by the signed drawings. If the contractor shall find any discrepancy in or divergence between the Contract Drawings and or the **Contract Bills** he shall immediately give to the client/consultant, a written notice specifying the discrepancy or divergence and the client/consultant, shall issue instruction in regard thereto.

2. **Extent:** The contractor shall carry out and complete the work in every respect in accordance with the contract and with the directions of and to the reasonable satisfaction of the client/consultant, . the client/consultant, may in his absolute discretion and from time-to-time issue further drawings, details and/or written instructions, written directions and written explanations all of which are collectively referred to as client/consultant, 's instructions. All such drawings and instructions shall be consistent with the Contract Document, true development thereof and reasonably inferable there from.

3. **Intent:** The intention of the documents is to include all labour and materials equipment and transportation necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true development thereof and reasonably inferable there from. Materials of work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

4. The contractor shall provide a turn-key audio visual system installation including, but not limited to, all cabling, loudspeakers, projection equipment, and electrical components including the necessary equipment, interconnections, transducers, labour, and services required to meet the functional requirement outlined in the design documents.

5. **Sub-contractor**

No Sub- contracting shall be allowed

6. **Samples and shop drawings**

i) After the award of the contract, the contractor shall submit the samples for all materials for the-approval of the client/consultant, with such promptness as to cause no delay in his work. Samples shall be delivered as directed by the client/consultant.

ii) The client/consultant, shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the works and for compliance with the information in the contract documents. The work shall be executed in accordance with the approved samples.

7. All aesthetic issues to be coordinated and approved by the client/consultant.

8. The Contractor shall:

a. Verify site conditions including dimensions and clearances.

b. Conduct preliminary testing and adjustment. Submit documentation required by this Specification. Participate in approval testing for acceptance by the Client. Perform final adjustments as required to meet the Specifications.

SUBMITTALS

Contractor shall comply with the General Requirements and General Conditions of this Specification.

The Bidder is advised to visit the site and familiarize themselves with installation site prior to bidding for the project.

1. **Bid Submittals:** Contractor shall submit the following qualification documents with its bid proposal:

a. Firm description of the Contractor.

b. Resume of Project Supervisor documenting related experience. Project Supervisor must have completed at least one similar installation in the past 24 months.

c. Submit a list of major equipment components along with any deviations to System Design and Specification.

d. Names, firm description, job foreman, copy of license, and scope of work for any personnel whose work would be part of this Contract.

Upon awarding of the contract, the Bidder shall provide technical datasheets and specification sheets for approval for all items prior to initiating any supply.

GUARANTEES AND WARRANTIES

1. The contractor shall give the comprehensive onsite warranty of all the equipment/materials for the period of 1 year (DLP) from the date of actual handing over of the works to the client.

-----X-----

ANNEXURE I**UNCONDITIONAL ACCEPTANCE LETTER**
To be provided on letter head of the Bidder

Reg :- Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works

Deputy General Manager-BSD
J & K Bank Ltd
Corporate Headquarters
M. A. Road, Srinagar, J & K

Sir,

ACCEPTANCE OF TENDER CONDITIONS

1.0- I/We hereby accept the tender conditions, finalized specifications, commercial terms & conditions in its entirety without any deviation and ambiguity for the contract.

2.0- The special conditions of the tender have been noted wherein it is clarified that after accepting the tender conditions including finalized specifications, commercial terms & conditions in its entirety, it is not permissible to put any remarks/conditions(except unconditional rebate on price if any) in the tender enclosed and the same has been followed in the present case. In case, this provision of the tender is found violated after opening the cover No. 2 (price bid). I/We agree that the tender shall stand rejected and J&K Bank Ltd. shall without prejudice to any other remedy be at liberty to forfeit absolutely the full earnest money.

Yours Faithfully

Signature of the Bidder with seal

ANNEXURE II

**Undertaking for non-blacklisted
To be provided on letter head of the Bidder's Company/Firm**

Reg :- Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works

**To,
DGM,
Business Support Division
J&K Bank Corporate Headquarters,
M A Road Srinagar, 190001**

Sir,

We M/s _____, a company/proprietorship with its headquarters/Registered Office at _____ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last five years.

This declaration has been submitted and limited to, in response to the tender reference mentioned in this document.

Yours faithfully,

Name of Signatory

Signature of Authorized Signatory

Date:

Place:

ANNEXURE III**Bid security declaration****Reg: Devri Stone Tiling of Existing Concrete Footpaths at CHQ by way of Civil works**

I/We undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding against J&K Bank Limited tenders for a period of **five years** from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impaired or derogated from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser 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 within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following,
 - a) If I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
 - b) the expiration of the validity of my/our Bid or any extension thereof.

Yours faithfully,

Name of Signatory

Signature of Authorized Signatory

Date:

Place:

Annexure IV

Bill of quantities having detailed technical specifications and technical compliance format

BOQ for Devri Stone Tiling of Existing Concrete Footpaths at CHQ			
Civil Works.			
S. No.	PARTICULARS OF ITEMS	Unit	Quantity
1	Dismantling / Removing /Demolishing		
	Taking out existing cement concrete kerbs of all types from footpath/ central verge, including removal of mortar etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50-meter lead as per direction of Engineer-in-Charge.	cum	13.42
2	Providing and laying of cement concrete with crushed stone aggregates (quarry) 20mm nominal size including curing but excluding form work.1:3:6 (1 cement : 3 sand : 6 aggregate)	Cum	20.00
3	Supply, dressing, laying and fixing 25 mm (1 inch) thick approved quality Kashmir Ladhoo Dewar Stone flooring/cladding, of uniform colour and texture, machine cut to required size and shape, laid over 20 mm thick cement mortar (1:4) bed, including filling of joints with white cement slurry mixed with matching pigment, rubbing, polishing, curing, cutting, dressing, all leads and lifts, loading, unloading, carriage, royalty, wastage, labour, tools and plants, scaffolding (where required), incidental charges, and all materials complete in all respects as per the directions of the Engineer-in-Charge.	SFT	6150.27
4	Disposal of dismantled unserviceable material/existing unused material to the dumping ground within 5 Kms by Mechanical Transport including loading, unloading and stacking	CUM	15.00
5	Providing and laying rough chisel dressed Devri Stone in kerbs, of size 200x200 mm face with chamfer in cement mortar 1: 6 (1 cement : 6 coarse sand) including curing.	Rm	259.15

Annexure VI

LIST OF MAKES OF DIFFERENT MATERIALS REQUIRED		
S. No .	Description	Approved Brands to be used
Civil ITEMS		
1	Cement	Khyber, Ambuja Cements, Ultratech, ACC
2	Vitrified Tiles (Full)	Kajari, Jhonson, Somani RAK, eq
3	Acrylic emulsion	Asian paints, Nerolac, Dulux,
4	Epoxy paint	Asian paints, Nerolac, Dulux,
5	Stone Tiles	Ladhoo Dewar Stone

Price Bid for Devri Stone Tiling of Existing Concrete Footpaths at CHQ

Price Bid for Devri Stone Tiling of Existing Concrete Footpaths at CHQ					
Civil Works.					
S. No.	PARTICULARS OF ITEMS	Unit	Quantity	Rate	AMOUNT
1	Dismantling / Removing /Demolishing				
	Taking out existing cement concrete kerbs of all types from footpath	cum	13.42		
2	Providing and laying of 1:3:6 cement concrete	Cum	20.00		
3	Supply, dressing, laying and fixing 25 mm (1 inch) thick approved quality Kashmir Ladhoo Dewar Stone flooring/cladding	SFT	6150.27		
4	Disposal of dismantled unserviceable material including loading, unloading and stacking.	CUM	15.00		
5	Providing and laying rough chisel dressed Devri Stone in kerbs, of size 200x200 mm face with chamfer in cement mortar 1: 6 (1 cement : 6 coarse sand) including curing.	Rm	259.15		
	Total of the items above				
	Add GST 18%				
	Grand total Including all taxes				