



**SHRI MATA VAISHNO DEVI SHRINE BOARD, KATRA**  
**TENDER DOCUMENT**

**FOR**

**Protection / treatment work on slope at Sanji Chatt area  
(at Ch  $\pm$ 10.400km) along old track between Katra to Mata  
Vaishnodevi ji Bhawan.**

**&**

**Cleaning and inspection of the rockfall barriers after any rockfall  
event or once in 06 Months (whichever is earlier), installed in  
Phase-I at locations (7,14,16 & 17) and Phase-II at locations  
(4,12,15,25,32 & 33) on the track of SMVDSB including all cost of  
T&P, skilled and semi-skilled labours and disposal of the material  
to the designated place/ area for 3 years.**

**e-NIT No.: CO/Proj./96-V/1218 Dated: 11.12.2025**

**LAST DATE FOR SUBMISSION OF E-TENDER: 26.12.2025  
UPTO 3:00 PM**

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**Address:** Central Office, Shri Mata Vaishno Devi Shrine Board, Katra (J&K) – 182301  
**Ph.:** 01991-232075, 234570, **Fax:** 01991-232120, 232089

**E-mail:** [aceodg@maavaishnodevi.net](mailto:aceodg@maavaishnodevi.net) , [managerprojects@maavaishnodevi.net](mailto:managerprojects@maavaishnodevi.net)

**Website:** [www.maavaishnodevi.org](http://www.maavaishnodevi.org), [www.jktenders.gov.in](http://www.jktenders.gov.in)



**Office of the Chief Executive Officer  
Shri Mata Vaishno Devi Shrine Board, Katra**

**e-NIT No. CO/Proj./96-V/1218**

**Dated: 11.12.2025**

e-Tenders on prescribed format are invited on behalf of Shri Mata Vaishno Devi Shrine Board through Chief Executive Officer, SMVDSB, on percentage rate under two bids system, from reputed and experienced Firms / Contractors / Agencies registered with Govt. Organizations/ Semi Govt. Organizations and Public Sector Undertakings for the following work:

<b>S. No</b>	<b>Description of work</b>	<b>Approx. Cost (in Cr.)</b>	<b>E.M.D. (in Lacs)</b>	<b>Stipulated Time of Completion/ Engagement</b>
1.	Protection / treatment work on slope at Sanji Chatt area (at Ch $\pm 10.400$ km) along old track between Katra to Mata Vaishnodevi ji Bhawan.	3.66 (including GST)	8.00	6 Months + 10 years of Defect Liability Period after completion of the work.
2	Cleaning and inspection of the rockfall barriers after any rockfall event or once in 06 Months (whichever is earlier), installed in Phase-I at locations (7,14,16 & 17) and Phase-II at locations (4,12,15,25,32 & 33) on the track of SMVDSB including all cost of T&P, skilled and semi-skilled labours and disposal of the material to the designated place/ area for 3 years.			36 calendar months for Completion/ Engagement of work.

The bidding document containing detailed terms and conditions, BOQ etc. can be seen/downloaded from <http://jktenders.gov.in> and/or SMVDSB website [www.maavaishnodevi.org](http://www.maavaishnodevi.org) as per following timelines:

Publishing Date	:	11-12-2025 at 02:00 PM
Download Start Date	:	11-12-2025 at 02:00 PM
Bid Submission Start Date	:	11-12-2025 at 02:00 PM
Pre-Bid Meeting & Venue	:	17-12-2025 at 03:00 PM

		at Central Office, Katra
		<b>Note:</b> The meeting is intended to clarify the queries of bidders and hence only prospective bidders are requested to attend the meeting and not the manufacturers/ vendors.
Bid Submission End Date (Online)	:	26-12-2025 at 03:00 PM
Last date of submission of Hard Copies of uploaded documents (Technical Bid & Original EMD)	:	26-12-2025 at 03:00 PM
Date of Opening of Technical Bid (Online)	:	27-12-2025 at 03:00 PM
Date of Opening of Financial Bid (Online)		To be intimated to the technically qualified bidders
Validity of Tender		120 days

The Tender Fee of Rs.2000/- and the Earnest Money Deposit for the above-mentioned amount can be deposited in the official account of Shri Mata Vaishno Devi Shrine Board, Branch - **J&K Bank Katra, Account No. 0235040500001804, IFSC – JAKA0KATTRA** or it can be in the shape of Demand Draft (DD) payable at Katra or CDR/TDR/FDR drawn from any nationalized/scheduled bank pledged to FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra. The bidder shall mention EMD details and UTR No. in the prescribed Technical Bid.

The complete bidding process will be done online on the e-Tender portal **www.jktenders.gov.in**. The tenders must be submitted strictly in accordance with the provisions of the detailed e-NIT. **No Proposal will be accepted through any other mode.**

The bidding document containing detailed terms and conditions, BOQ etc. can be seen/downloaded from **http://jktenders.gov.in** and / or SMVDSB website **www.maavaishnodevi.org** as per following timelines:

Complete bidding process shall be done online on E-Tender Portal **www.jktenders.gov.in**. The tenders should be submitted strictly in accordance with the provisions of the detailed E-NIT. **No Proposal will be accepted in physical form unless & until it is submitted online as per the terms & conditions of the NIT.**

Sd/-  
**(Dhruv Gupta), JKAS**  
**Asstt. Chief Executive Officer**

## **SECTION-1**

### **INSTRUCTION TO BIDDERS (REGARDING E-TENDERING PROCESS)**

1. The interested bidder can download the bidding documents from the website **www.jktenders.gov.in** /official website **www.maavaishnodevi.org**.
2. To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per information Technology Act-2000, to participate in online bidding process. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendor.
3. The Bidder, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
4. The Technical Bids shall be opened online.
5. Financial Bid of technically qualified bidders shall be opened online which shall be communicated to them separately.
6. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
7. Bids will be opened online as per scheduled time mentioned in the E-NIT document.
8. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
9. The department will not be responsible for any delay in online submission of bids whatsoever reasons may be.
10. All the required information for bid must be filled and submitted online.
11. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents.
12. Bidders are advised to use “My Documents” area in their user on **http://jktenders.gov.in**, e-tendering portal to store important documents like Balance sheet, GST Registration Certificate, Tax Clearance Certificate, IT certificate, manufactures authorization and other related documents etc., and attach these certificates as non-statutory documents while submitting their bids.
13. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate as prescribed and it should be saved with the same as it contains.
14. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF / Scan properly.
15. The guidelines for submission of bid online can be downloaded from the website **http://www.jktenders.gov.in** and **www.maavaishnodevi.org**.
16. The tenderer should carefully study the bid document and prepare his tender with consideration of all provisions of the document. They should fully acquaint themselves with site conditions and all other factors which may influence preparation of his tender.

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## SECTION-2

### BRIEF INTRODUCTION AND DESCRIPTION OF THE PROBLEM

The Holy Shrine of Shri Mata Vaishno Devi, located at an altitude of 5200 ft. in the Reasi district of Jammu & Kashmir, is among the most popular pilgrimages of the country. Shri Mata Vaishno Devi Shrine Board (SMVDSB) set up as an Autonomous Organization, through a Statute in 1986, is chaired by His Excellency the Governor of Jammu and Kashmir. The main objective of the Board is to provide for the better management, administration and governance of Shri Mata Vaishno Devi Shrine.

The Shrine Board, since its inception, has continuously strived hard to provide all possible facilities to the devotees visiting the Holy Shrine. Efforts are on to further improve the facilities for visiting pilgrims, in order to make the pilgrimage a safe, comfortable and pleasurable experience.

The pilgrimage to the Holy Shrine involves tracking a distance of about 14 km, from Katra through the hilly terrain. Some portions of this track have experienced the problem of landslides and shooting stones originating from up hills and injuring the Devotees.

THDC India limited (THDCIL) has been appointed as consultant by Shrine Board to identify the prone locations and to advise technical remedial measures. The identified locations have been planned to be treated in phases by Shrine Board. In first phase, 5 out of 33 most vulnerable prone locations were planned for treatment. Under 2<sup>nd</sup> phase, 7 another vulnerable locations were taken up on slopes of track between Adhkuwari to Mata Vaishnodevi Bhawan. Under the third phase, another 7 locations from the remaining 21 sites were taken up.

#### **Intended Works**

- (i) This tender envisages protection/ treatment works on a vulnerable stretch along the old track between the Adhkuwari temple and Bhawan, at Sanji Chatt (Ch.  $\pm 10.400$  km), which has a history of rock dislodgment and falling and shooting stones.

Based on site inspection & criticality, THDCIL proposes “state-of-the-art” design methodology for the slope stabilization and protection measures to restore the affected zones. The site has been provided with a combination of conventional and advanced slope-stabilization techniques, including Active support measures and Passive support measures.

- (ii) During the 1<sup>st</sup> Phase, rockfall barriers were installed at Locations 7, 14, 16, and 17 between Adhkuwari and Bhawan. In the 2<sup>nd</sup> Phase, rockfall and debris-flow barriers were installed at Locations 4, 12, 15, 25, 32 and 33. Details of these chainages along the track are attached at **Annexure-I**.

It is intrinsic that the efficiency of rockfall and debris-flow protection nets/ fences reduces over time due to the accumulation of rock mass/ stones, impact damage from rockfall events and general ageing. Therefore, this tender also includes the periodic vacating, cleaning and disposal of accumulated rock fragments detained within the rockfall/ debris-flow protection nets/fences every 06 months or after any significant rockfall event, for a period of 3 years.

The tender work also includes provisions for engaging and deploying skilled labour for scaling/ offloading of loose rocks, boulders and debris situated on the uphill slopes above the track, twice a year (after the Post-Monsoon period and after Winter Rains) for 3 years.

The tenderers are advised to visit the above sites to get acquainted with the site difficulty and to know how the environment to plan the construction methodology & transportation facility accessible/ available to transport the manpower & construction material. To perform the cleaning of installed state of the rockfall devices to correctly plan the cleaning methodology & to ensure the risk mitigation strategy required.

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## **SECTION – 3**

### **INSTRUCTIONS FOR TENDERERS**

1. Before tendering, the Tenderers in their own interest are advised to visit site to acquaint about the condition of site, its surroundings, terrain, climate, availability of labour, power, water, communication facilities etc. The owner/SMVDSB shall bear no responsibility for lack of knowledge on their part about the site and other conditions or any information relating thereto. The consequences of the lack of knowledge, as aforesaid, on the part of the Tenderers shall be at the risk and cost of concerned tenderer.
2. The Board shall not be responsible and shall not pay for expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits and examination of the site and in the preparation of his tender for submission.
3. The Tenderers shall before tendering carefully examine the Tender Documents including the information and Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, General Particulars & Requirements to Specification, Detailed Specification, Drawings and other matters referred to therein, the Schedules and the Bill of Quantities, and if there should be or appear to be any ambiguity in or discrepancy between any of these documents or between figured and measured dimensions and other aspects upon the Drawings, he shall immediately refer the matter to the Engineer-In -Charge for clarification, if required.
4. Time is the essence of the contract and the works shall be completed within the time schedule as indicated in the Appendix to the form of Tender. Any tender that disagrees with the time schedule of construction and stipulates a longer period is liable to be rejected.
5. (i) The tenderer shall complete the annexed, Forms of Tender, Schedules and Bill of Quantities and information called for therein, and shall sign and date, duly stamped with company's seal on each page of the tender documents.  
  
(ii) The Tender shall contain full address, Telephone Nos., Fax No. and e-mail address if any for serving notices/addendums required to be served to the Tenderer in connection with the tender.
6. The Tender Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
7. Quoted Rates shall be entered in ink both in figures and words without overwriting and in the event of any discrepancy between the two, rates entered in words shall only be considered. Cuttings, over writings must be avoided if absolutely unavoidable should be initialed and stamped.

8. All documents of the tender are to be read in conjunction with each other and rates quoted by the tenderer shall take this aspect into consideration.
9. The Tender must accompany the following information and documents mandatorily:
  - a) A detailed construction programme in the form of a bar-chart showing the Tenderer's proposed sequence of operations together with the estimated times for each activity, including construction/ manufacture, delivery, erection and commissioning to ensure adherence to the overall completion period, as indicated in the document.
  - b) Full details of methodology or scheme which the Contractor proposes to use for the construction or for any other purpose is required to be submitted. The scheme should be elaborated in detail, so as to enable SMVDSB to assess the adequacy of the construction plans for executing the different locations included in the scope of the work at optimum cost strictly within the time frame envisaged by Shrine Board for completion of these works. Mode of transportation for material and machinery & equipment needs to be submitted in the methodology. In the items where general specifications are being provided and similar product has been allowed; methodology should clearly cover as to which product would be used against respective item. Failure of contractor to furnish these details or indicating only sketchy details of construction methodology which do not provide sufficient information for assessing the soundness of the construction planning would automatically lead to rejection of his tender.
  - c) The Tenderer's proposals for supervising the work including the CVs of the various grades of technical supervisory personnel/other staff proposed to be deployed for each month of the construction period.
  - d) Proposal for major construction facilities to be erected on the site including workshops, offices, storage areas and testing laboratories.
  - e) List of proposed sub-contractors/associates, if any, along with their credentials in respect to the trades of works.
  - f) Information in respect of following aspects:
    - (i) Details of business & technical organization.
    - (ii) Financial resources.
    - (iii) Past experience in performing work similar in nature and magnitude including mention of the status of completion of project/arbitration etc.
  - g) True copy of latest Income Tax and Sales Tax/GST Clearance Certificates and license under Labour Regulations issued by the competent authorities in favor of the Contractor.

10. No Tender shall be considered for acceptance which is not accompanied by a sum of Rs. 8.0 Lacs (Rupees Eight Lacs only) as Earnest Money Deposit (EMD) in the form of CDR/FDR (valid for twelve months from the date of submission of tender) from a nationalized bank drawn in favour of Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra (J&K).
11. Tenderers, who have purchased the Tender Documents but not submitted the Tender, must return all the documents and drawings by the date of submission of the Tenderer. The refund, however, shall not be allowed.
12. The successful tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any claim in respect thereof. The Owner does not accept liability for any sum towards loss of overheads and profits of the contractor besides the tender amount, subject to such variations as are provided for herein.
13. The Tenderer (whether or not he submits a tender) shall treat the details of the documents as secret and confidential.
14. The Owner reserves the right to adjust arithmetical or other errors in any Tender in the way, which he considers suitable. Any adjustments so made by the Owner shall be stated to the Tenderer if the Employer shall make an offer to accept the tender.
15. The Owner does not bind himself to accept the lowest or any Tender and has the right to refuse or accept any Tender without assigning any reason. The Owner also has the right to re-issue the Tender without Tenderers having right to object to such re-issue. The owner/SMVDSB reserves the right to negotiate the quoted rates, terms and conditions with the lowest tender or any of the other tenderers to ascertain the suitability of the acceptable offer and no claim or objection on this account will be entertained.
16. The successful tenderer shall be liable to pay the turnover tax or such other taxes on the work under the contract as and when levied by the State/central Government Authorities and the Employer shall not entertain any such claims, whatsoever in this respect.
17. Conditional tenders will not be accepted and will summarily be rejected.
18. Any further information may be obtained from the office of the Asst. Chief Executive Officer, SMVD Shrine Board, Katra.

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## SECTION-4

### ELIGIBILITY CONDITIONS & OTHER INSTRUCTIONS

1. Before tendering, the Tenderers in their own interest are advised to visit site to acquaint about the condition of site, its surroundings, terrain, climate, availability of labour, power, water, communication facilities etc. The owner/SMVDSB shall bear no responsibility for lack of knowledge on their part about the site and other conditions or any information relating thereto. The consequences of the lack of knowledge, as aforesaid, on the part of the Tenderers shall be at the risk and cost of concerned tenderer.
  - (i) The Board shall not be responsible and shall not pay for expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits and examination of the site and in the preparation of his tender for submission.
  - (ii) The Tenderers shall before E-Tendering carefully examine the Tender Documents including the information and Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, General Particulars & Requirements to Specification, Detailed Specification, and other matters referred to therein, the Schedules and the 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, he shall immediately refer the matter to the Engineer for clarification, if required.
  - (iii) Time is the essence of the contract and the works shall be completed within the time schedule as indicated in the Appendix to the form of Tender. Any tender that disagrees with the time schedule of construction and stipulates a longer period is liable to be rejected.
  - (iv)
    - (a) The tenderer shall complete the annexed, Forms of Tender, Schedules and Bill of Quantities and information called for therein, and shall sign and date, duly stamped with company's seal on each page of the tender documents.
    - (b) The Tender shall contain full address, Telephone Nos., Fax No. and e-mail address if any for serving notices/addendums required to be served to the Tenderer in connection with the E-Tender.
  - (v) The Tender Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
  - (vi) Quoted Rates shall be entered in ink both in figures and words without overwriting and in the event of any discrepancy between the two, rates entered in words shall only be considered. Cuttings, over writings must be avoided if absolutely unavoidable should be initialed and stamped.

- (vii) All documents of the tender are to be read in conjunction with each other and rates quoted by the tenderer shall take this aspect into consideration.
- (viii) The Tender must accompany the following information and documents mandatory:
  - a)** Full details of methodology or scheme which the Contractor proposes to use is required to be submitted.
  - b)** List of proposed sub-contractors/associates, if any, along with their credentials in respect to the trades of works.
  - c)** Information in respect of following aspects:
    - (i) Details of business & technical organization.
    - (ii) Financial resources.
    - (iii) Past experience in performing work similar in nature and magnitude including mention of the status of completion of project/arbitration etc.
  - d)** True copy of latest Income Tax and GST Clearance Certificates and license under Labour Regulations issued by the competent authorities in favor of the Contractor.
- (ix) No Tender shall be considered for acceptance which is not accompanied by a sum of Rs. 8.00 Lacs (Rupees Eight Lacs only) as Earnest Money Deposit (EMD) in the form of CDR/FDR(valid for 12 months from the date of submission of tender) from a nationalized bank drawn in favour of Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra (J&K).
- (x) The successful tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any claim in respect thereof. The Owner does not accept liability for any sum towards loss of overheads and profits of the contractor besides the tender amount, subject to such variations as are provided for herein.
- (xi) The Tenderer (whether or not he submits a tender) shall treat the details of the documents as secret and confidential.
- (xii) The Owner reserves the right to adjust arithmetical or other errors in any Tender in the way, which he considers suitable. Any adjustments so made by the Owner shall be stated to the Tenderer if the Employer shall make an offer to accept the tender.

- (xiii) The Owner does not bind himself to accept the lowest or any tender and has the right to refuse or accept any Tender without assigning any reason. The Owner also has the right to re-issue the Tender without Tenderers having right to object to such re-issue. The owner/SMVDSB reserves the right to negotiate the quoted rates, terms and conditions with the lowest tender or any of the other tenderers to ascertain the suitability of the acceptable offer and no claim or objection on this account will be entertained.
- (xiv) The successful tenderer shall be liable to pay the turnover tax or such other taxes on the work under the contract as and when levied by the State/ Central Government Authorities and the Employer shall not entertain any such claims, whatsoever in this respect.
- (xv) Conditional tenders will not be accepted and will summarily be rejected.
- (xvi) Any further information may be obtained from the office of the Chief Executive Officer, SMVD Shrine Board, Katra.

## **2. ELIGIBILITY CONDITIONS**

- (i) The Tenderer shall be an Income Tax Payee. The Tenderer shall submit attested copies of the income tax Returns of the last five years. The Tenderer shall also submit proof of PAN.
- (ii) The tenderer should have successfully completed the similar nature of work as per following requirements.
- At least 1 (one) similar work of Rs 2.93 Crore (including GST) or more for the “Supply & installation of High Tensile Rolled Cable net with the installation of rock anchors and Rock cutting of slope in mountainous/ hilly region of India”, during last 7 years as on 30.11.2025.
- Or**
- At least 2 (Two) similar work of Rs 1.83 Crore (including GST) for the “Supply & installation of High Tensile Rolled Cable net with the installation of rock anchors and Rock cutting of slope of slope in mountainous/ hilly region of India”, during last 7 years as on 30.11.2025.
- Or**
- At least 3 (Three) similar works of Rs. 1.46 Crore (including GST) for the “Supply & installation of High Tensile Rolled Cable net with the installation of rock anchors and Rock cutting of slope of slope in mountainous/ hilly region of India”, during last 7 years as on 30.11.2025.

Attested copies of the documentary proof including the relevant Letters of Award and Completion Certificates including value of work done in support of the above

requisite criteria must be submitted by the tenderer, in absence of which the bid shall not be considered.

- (iii) Joint venture/ Consortium (Association of Companies/firms) of two Companies/Firms is not allowed.
- (iv) The average annual turnover duly signed by CA with UDIN no. of Tenderer in the preceding three (3) financial years ending FY 2024-2025 should not be less than 60% of the estimated cost. Attested copies of audited balance sheets and Profit and Loss statements of last three years are to be attached by the tenderer.

### **3. Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG):**

- (i) **Earnest Money Deposit (EMD):-** A sum of Rs. 8.00 Lacs (Rupees Eight Lac only) as Earnest Money Deposit (EMD) valid for at least twelve months shall be deposited in the official account of Shri Mata Vaishno Devi Shrine Board Branch J&K Bank Katra, in Account No. 0235040500001804, IFSCJAKA0KATTRA through RTGS/NEFT. The tender not accompanied with Earnest Money deposit shall be rejected. EMD of successful tenderer will be released on furnishing of PBG of equivalent amount. The Earnest Money deposit of unsuccessful tenderer(s) will be released after the Notice/Letter of Award of work is issued in favour of successful tenderer. However, the EMD of the successful bidder can be adjusted as Security Deposit / Retention amount upto the value of security deposit specified in the Clause 51 of GCC of this Tender Document. A Bidder is neither exempted in submission of EMD / Tender Fee nor entitles for any relaxation in the eligibility criteria or any terms & conditions.
- (ii) **Performance Bank Guarantee (PBG):** - The contractor shall provide OWNER with a 'PBG' for the due and faithful performance of the contract for a sum equal to 5% (five percent) of the accepted tender value. Such Bank Guarantee shall be established through a Nationalized / Scheduled Bank in India on the prescribed format. The Bank Guarantee shall be furnished within 21 days from the date of Letter of Award (LOA) and shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability during the Contract Period. The competent authority of Shrine Board reserves the right the forfeit the performance guarantee (PBG), in case of breach of any contractual obligations.
- (iii) The tenderer shall submit the Bid online in electronic format with Digital Signature in Two Bid format: the first part as "TECHNICAL BID" which shall contain all relevant techno/commercial details along with EMD through RTGS/NEFT amounting to Rs. **8.0 Lacs (Rupees Eight Lacs only)**. The financial Bid shall be submitted separately as per Part II as "FINANCIAL BID".
- (iv) The successful bidder shall provide the required information/ document/ schedule etc. as required under various clauses of the Tender Document before issuance of Letter of Award.

- (v) Tender received late on account of any reason whatsoever and telephonic tenders or received through an e-mail will not be entertained.
- (vi) The tenderer shall not be entitled, during the period of validity of their tender, to revoke or withdraw their tenders or vary or modify any of the condition originally contained in the E-Tender. In case of a tenderer revoking or withdrawing his tender or varying any term in regard thereof, the SMVDSB shall forfeit his Earnest Money submitted with his E-Tender.
- (vii) The Shrine Board reserves the right to reject, accept or prefer any E-Tender in part or full without assigning any reason whatsoever at any stage and also reserves the right to re-invite the E-Tender at his sole discretion.
- (viii) The owner i.e. SMVDSB reserve the right to negotiate the quoted rates, terms and conditions with the lowest tenderer or any other tenderers to ascertain the suitability of the acceptable offer.
- (ix) The Validity of the E-Tender shall be 120 days from the last date of submission of E-Tendering.
- (x) All disputes arising out in any way connected with this contract shall be deemed to have arisen at Jammu/Katra and only courts in Jammu/Katra shall have jurisdiction to determine the same.
- (xi) All the above conditions of e-NIT and all the correspondence relevant to the contract shall form the part the contract.
- (xii) The tenderers should quote their rates with the total both in figures and words. Amounts quoted in words shall be deemed to be correct in case of cuttings and overwriting.

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## **SECTION – 5**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions & Interpretations**

In the contract (as herein under defined) unless, it is otherwise repugnant to the text, the definition of the following words and expressions shall have the meaning hereunder assigned except otherwise specified:

- i) “Site” means the lands and other places on, under, in, or through which the works are to be executed or carried out and any other lands or places provided by the Owner for the purpose of the works together with such other places as may be specifically designated in the contract as forming part of the site.
- ii) The expression “work” or “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works to be executed in accordance with the contract or parts thereof as the case may be and shall include all additional, altered or substituted works as required for the performance of the contract.
- iii) “Drawings” means the drawings referred to in the documents and any modification of such drawings approved in writing by the Owner and such other drawings as may from time to time be furnished or approved in writing by the Owner / Consultant.
- iv) “Bill of Quantities” means the schedule of quantities or items, materials & Rates, Summaries, etc. as finally accepted.
- v) “Specification” means the specifications including Indian or British or other approved standard specification where so required.
- vi) “Contract” means this agreement and all documents which form part thereof and / or annexed thereto and all amendments thereto made in accordance with the provisions hereof based on Notice Inviting Tenders, the sealed Quotations and the Tender documents including the Tender, General conditions of the contract, specifications, designs & drawings, priced schedule & priced Bill of quantities and schedule of rates and acceptance thereof, read in conjunction and complementary to one and other.
- vii) “Contract Price” or “Contract Value” or “Contract Sum” means the sum set out hereto as the total value of the contract and shall be subject to additions and / or deductions and rebated in accordance with the provision herein contained.
- viii) “Owner” means Shri Mata Vaishno Devi Shrine Board, Katra Jammu (J&K) through The Addl. Chief Executive Officer, SMVD Shrine Board, Katra (J&K).

- ix) "Engineer" means Engineer-In-charge or his authorized supervisor and representatives or such other firm / persons, as shall be nominated by the Owner.
  - x) "Contractor" means who is awarded contract to perform the work in accordance with the contract and includes the contractor's personnel, representatives, successors and permitted assigns.
  - xi) "Permanent Works" shall mean the works which are of a permanent nature and are not Temporary works.
  - xii) "Temporary works," means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
  - xiii) "Materials" means the materials, apparatus, equipment, fittings, fixtures and other things for incorporation in the works.
  - xiv) "Defect Liability Period" shall mean the period of 10 years calculated from the date of successful completion of slope protection/ treatment works.
  - xv) For annual maintenance of rockfall barriers, the period reckoned from the date of allotment till the successful completion of the contract, solely to the satisfaction of Engineer-in-Charge, SMVDSB.
  - xvi) "Market Rate" means the rate as decided by the Owner, on the basis of cost of materials inclusive of any taxes, duty, Octroi or such statutes in force at the time of work and cost of labour at site where the work is to be executed plus the percentage to cover all overheads and profit.
  - xvii) "Approved" means approved in writing; "approval" means approval in writing.
  - xviii) "Month" means calendar month
  - xix) "Week" means seven consecutive calendar days.
  - xx) "Day" means a calendar day beginning and ending at midnight
  - xxi) "Virtual Completion" means the date when installation is sufficiently completed in accordance with the contract documents as modified by any change or variation orders agreed to by the parties, so that the owner can occupy the project for the use it was intended.
2. **Extent of Contract:** - The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

3. **Letter of Intent/Acceptance/Award:** - Before signing of the contract, the Owner 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 Owner, the Owner 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 Owner and the Contractor. However, until a formal contract agreement is prepared and executed, the tender together with the Owner's letter of intent shall constitute a binding contract between the parties.
  
4. **Contract Agreement**
  - (i) Within 30 days after the issue of letter of acceptance, the contractor shall have to enter into a written deed of agreement incorporating all the terms and conditions as embodied in the Tender Documents or modified subsequently in writing and those contained in the letter of acceptance, with the Owner.
  
  - (ii) The following documents shall be deemed to form and be read and construed as part of the Contract Agreement:
    - a) The said Tender and Appendix.
    - b) Form of Tender
    - c) Conditions of Contract.
    - d) Letter of acceptance.
    - e) Contract price.
    - f) Priced Bill of Quantities as accepted.
    - g) Specifications.
    - h) Drawings.
    - i) Other additional documents as exchanged in correspondence on the subject
  
5. **Language (s):** - The language in which the contract documents shall be drawn up shall be English. If any document submitted in the language other than English, then the translated copy of that document in English language duly attested by the authorized agency is also required. Otherwise, the document in language other than English shall not be considered.
  
6. **Documents Mutually Explanatory:** - Except if and 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 and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.
  
7. **Contractor's General Responsibilities**
  - (i) The contractor shall, subject to the provisions of the contract, and with due care and diligence, execute, complete and maintain the works and provide all labour

incl. Supervision materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and maintenance so far as the necessity for providing the same, excluding those to be provided by the Owner is specified in, or is reasonably to be inferred from the contract.

- (ii) The contractor shall carry out and complete and maintain the works in Accordance with 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 and standards shall be to the satisfaction of the Owner / Consultant / Engineer-In-Charge / Engineer-In-Charge's representative.

## 8. **Contractor's Superintendence**

- (i) The Contractor shall give and/or provide all necessary superintendence during the execution of the works and as long thereafter as the Owner may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or his competent and authorized technical agent or representative and all other technical staff approved of in writing by the Owner (which approval may at any time be withdrawn) are to be constantly on the works and shall give whole time to the superintendence of the same. Such representatives shall be adequately qualified and have the required experience in similar works. If such approval shall be withdrawn by the Owner, the contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by the Owner. Such authorized agent or representative shall receive on behalf of the contractor, directions and instructions from the Owner/Consultant/Engineer-In-Charge or (subject to the limitations contained in the contract) the Engineer-In-Charge's representative.
- (ii) **Contractor's senior representative for execution and coordination of Works:** - The contractor shall have on site, at all times during working hours throughout the Course of the contract, at least one competent senior representative who shall be Empowered to make decisions bindings on the contractor in respect of all matters likely to arise in connection with the execution and coordination of the works at site and shall keep the Engineer-In-Charge and the Owner informed at all times about the name and designation of such representative. Only Contractor's senior representative shall have the power to take joint measurements and sign the measurement books / bills.
- (iii) **Removal of contractor's employees:** - The Owner / Engineer-In-Charge shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution or maintenance of the works who in the opinion of the Engineer-In-Charge,

misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-In-Charge to be undesirable and such person shall not be again employed upon the works without the written permission of the Owner/Engineer-In-Charge. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Engineer-In-Charge.

- (iv) **Unauthorized Persons:** - No unauthorized persons are to be allowed on the site. The contractor shall instruct all such persons to keep out and shall take steps to prevent trespass.
  - (v) **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 of the permanent works. The contractor shall take all necessary precautionary/accidental prevention measures to avoid inconvenience to the pilgrims. However, details thereof shall be submitted to Engineer-in-charge of Shrine Board prior to the execution of work and decision shall be taken by Shrine Board after analyzing the safety aspects and site conditions and this shall be binding on the contractor and no claim shall be entertained on this account in any form.
9. **Assignment:** - The contractor shall not sublet the contract or any part thereof without the prior written consent of the Owner / Engineer-In-Charge.
10. **Sub-Letting:** - Except where otherwise expressly provided in this contract, the contractor shall not sub-let the whole or any part of the works without the prior written consent of the Owner/Engineer-In-Charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants or workmen, provided that the provision of labour on a piecework basis shall not be deemed to be sub-letting under this clause.
11. **Technical Specification:** -
- (i) All the civil works shall be carried out as per the technical specifications given in the tender and as per the relevant codes /CPWD guidelines.
  - (ii) All the materials shall be subject to the approval of the owner or its representative and as per provisions of technical specifications.
  - (iii) Regular test samples shall be sent for quality checks to the authorized Laboratories/institutions through owner's representative. The running bills shall only be certified by the Engineer-in-charge after getting the quality test certificates, if any, relevant of the portion of work pertaining to the running bill. Expenditure in quality tests shall be borne by the owner.

12. **Work to be to the satisfaction of Owner / Consultant / Engineer-In-Charge**
- (i) The contractor shall execute, complete and maintain the works in strict Accordance with the contract to the satisfaction of the owner / Consultant / Engineer-In-Charge and shall comply to the Engineer-In-Charge`s instructions and directions on any matter concerning the works. The contractor shall take instructions and directions only from the Engineer-In-Charge or from the Engineer-In-Charge`s representative.
  - (ii) The contractor shall forthwith comply with all instructions issued to him by the Engineer-In-Charge/Engineer-In-Charge`s representative in regard to any matter in respect of which the Engineer-In-Charge/Engineer-In-Charge`s representative is expressly empowered by these conditions to issue instructions. If within seven days after receipt of a written notice from the Engineer-In-Charge / Engineer-In-Charge`s representative requiring compliance with an instruction the contractor does not comply therewith, then the Owner may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost, incurred in connection with such action, shall be recoverable from the contractor by the Owner as a debt or may be deducted by him from any amount due or to become due to the contractor under this contract and carrying out such works by other persons/agencies shall not relieve the contractor from fulfilling his obligations under the contract.
13. **Penalty/ Enforcement for Bad Work:** - If it shall appear to the Owner or his representative in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-In-Charge specifying the work, materials or articles complained notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify and remove and reconstruct the work, so specified in whole or in part as the case may require, at his own risk and cost and in the event of his failure, the Engineer-In-Charge may rectify or remove and re-execute part or whole of the work with new materials after dismantling the rejected works at the risk and cost in all respects of the contractor.
14. **Setting Out:** - The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer-In-Charge and mentioned in the drawings and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. The checking of any setting out or of any line or level by the Engineer-In-Charge or the Engineer-In-Charge`s representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs ad

other things and references used in setting out the works.

15. **Watch & Ward & Lighting:** - The contractor shall in connection with the works provide and maintain at his own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary or required by the Engineer-In-Charge or Engineer-In-Charge's representative or by duly constituted authority for the protection of the works or for the safety and convenience of the public or others.
16. **Care & Protection of Works:** - From the commencement to the certified completion of the whole of works, the contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever (save and except the excepted risks as defined in conditions of the contract) the contractor shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the contract and the Owner/Engineer-In-Charge's instructions. In the event of any such damage, loss or injury happens from any of the excepted risks, the contractor shall, if and to the extent required by the Engineer, repair and make good the same as aforesaid at the cost of the Contractor. The contractor shall also be liable for any damage to the works occasioned by him including his sub-contractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations. The contractor shall indemnify the Owner from all risks on this account.
17. **Compliance with statutes, regulations, etc.:** - The contractor shall conform to, in all respects, with the provisions of any such statute, ordinance or law as aforesaid and the regulation or Bye-Laws of any local or other duly constituted authority prevailing, which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Owner indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law. Provided always that the Owner will repay or allow to the contractor all such sums as the Engineer-In-Charge shall certify to have been properly payable and paid by the contractor in respect of such fees, after due verification of the documents.
18. **Fossils, etc.:** - All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be the absolute property of the Owner and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Owner/Engineer's representative of such discovery and carry out at the expense of the Owner and the instructions of Engineer's representative's to the disposal, or otherwise, of the same.
19. **Patents Rights & Royalties:** - The contractor shall save harmless and indemnify the Owner from and against all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name or other protected rights in respect of

any constructional Plant, Machine work or material used for or in connection with the works or Temporary works or any of them and from against all claims, demand, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stones, sand gravel, clay or other materials required for the works or Temporary works or any of them.

20. **Interference with Traffic and adjoining properties:** - All operations necessary for the execution of the works and for the construction of any Temporary works shall so far as in compliance with the requirements of the contract permits, be carried on so as not to interfere unnecessarily or improperly, with the public convenience or the access to use and occupation of public or footpaths or to or of properties whether in the possession of the Owner or of any other person and the contractor shall save harmless and indemnify the Owner in-respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the contractor is responsible therefore.
21. **Opportunities for other contractor/agencies:** - The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other contractor or agencies employed by the Owner and their workmen and to the workmen of the Owner and of any other duly constituted authority who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the Owner may enter into in connection with or ancillary to the works. For any dispute in the matter, the same should be referred to Owner/Engineer and decision given by them will be binding.
22. **Supply of Plant, Materials & Labour at site of work:** - The contractor shall at his own expense supply and provide all the constructional plant, tools & equipment, temporary works, materials both for temporary and for permanent works, labour (skilled & unskilled and including the supervision thereof), transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of works. The makes and brands of various construction materials are specified in the list of approved makes.
23. **Site Clearance**
- (i) **Contractor to keep site clear:** - During the progress of the works, the contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works which are no longer required.
- (ii) **Clearance of Site on completion:** - On the completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the full satisfaction of the Owner not later than one month from the virtual completion of the works.

24. **Engagement of labour and labour Regulations**

- (i) The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Owner/Engineer-In-Charge.
- (ii) The contractor shall not employ, in connection with the works, any person who is a minor as laid down in the prevalent laws.
- (iii) The contractor shall pay to the labour, employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Labour Laws / Labour Regulations.
- (iv) The contractor shall, in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be completed with the contractor's labour Regulations in regard to all matters provided therein.
- (v) The contractor shall comply with the provision of the latest payment of wages act, Minimum wages Act, Owner's Liability Act, Workmen's compensation Act, Industrial Disputes Act, and the Maternity Benefit Act, the contract labour (Regulation and Abolition) Act, or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- (vi) The contractor shall indemnify Owner against any payments to be made under and for the observance of the Regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The decision of the Owner in matters relating to the reports from the Inspecting Officers shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.
- (viii) Observance by Sub-Contractors: - The contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this contract, of the provisions hereof and applicable laws, rules and regulations.

25. **Quality of Materials & Workmanship:** - All materials and workmanship shall be the best of the respective kinds described in the contract and in accordance with the Owner/Engineer's instructions and shall be subjected from time to time to such tests as the Owner/Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall upon the instructions of the Engineer-In-Charge/ Engineer-In-Charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-In-Charge may issue instructions in regard to removal of material from site or any work, if these are not in

accordance with the contract. The contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring and testing and work and the quality, weight or quantity of any materials before incorporation in the works for testing as may be selected and required by the Engineer-In-Charge/Engineer-In-Charge's representative. All materials brought to site for use on work shall conform to relevant Indian Standard Code published by Bureau of Indian Standards.

26. **Examination of work before covering up:** - No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the contractor shall afford full opportunity for the Engineer-In-Charge or the Engineer-In-Charge's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-In-Charge's representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer-In-Charge's representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work.
27. **Commencement of Works:** - The contractor shall commence the works on site within a period of 15 days after the receipt by him of an order in writing to this effect from the Owner or the Engineer or the date of handing over the site whichever is later and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control.
28. **Possession of Site for Construction**
- (i) **Purpose:** - The Owner will with the Engineer-In-Charge's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction programme and otherwise in accordance with such reasonable proposals of the contractor as he shall by notice in writing to the Engineer make and will from time to time as the work proceed give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of the works with due dispatch in accordance with the said programme or proposals (as the case may be).
- (ii) **Power, Water & Other Facilities:** - The contractor shall be responsible for providing within the scope of work all facilities necessary for the performance of the work including (but not limited to) water, electrical power, electrical power through generator, transportation, labour tools, construction equipment and machinery, access and right(s) of way to or about the job site(s). However, the owner may assist in getting the power connection, but cost of power consumed shall be paid by contractor.

29. **Final Certificates & Termination of responsibilities**

- (i) **Final Completion Certificate:** - On successful completion of entire works covered by the contract to the full satisfaction of Owner/Engineer, the contractor shall ensure that the following works have been completed to the satisfaction of Engineer:
- (a) clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
  - (b) demolish, dismantle and remove all contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to contractor by the Owner and not incorporated in the permanent works.
  - (c) remove all rubbish, debris etc. from the site and the land allotted to contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer.
  - (d) Shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the contractor.
  - (e) All defects/imperfections have been attended & rectified to full satisfaction of the Engineer during the Defect Liability Period.

Unless the contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed. Upon the satisfactory fulfillment by contractor as stated above, the contractor shall be entitled to apply to the Engineer for a final completion certificate in respect of the entire work.

This issuance of a completion certificate shall be without prejudice to the Owner's rights and contractor's liabilities under the contract, including the contractor's liability for the Defect Liability Period nor shall the issuance of a completion certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Owner against the contractor in respect of work or the works at the site and in respect of which the final completion certificate has been issued.

- (ii) **Defect Liability/Maintenance Completion Certificate:** - The contract shall not be considered as completed until a Maintenance Completion Certificate shall have been signed by the Owner/Engineer-In-Charge and delivered a copy to the contractor stating that the works have been completed and maintained during the Defect Liability Period by the contractor to his full satisfaction. The Maintenance Completion Certificate shall be given by the Engineer-In-Charge within twenty eight days after the expiration of the Maintenance/Defect-Liability-Period.
- (iii) **Cessation of Owner's Liability:** - The Owner shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issuance of the Defect Liability/Maintenance Completion Certificate under this clause.

30. **Defect-Liability/Maintenance Period**

- (i) The contractor shall maintain the whole of permanent works in a thoroughly sound, substantial efficient and perfect condition during the Defects-Liability Period of 10 years, after the date of completion of the whole or part of works, as certified by the Engineer-In-Charge, remedying at his own cost and to the satisfaction of the Engineer-In-Charge, any defects which may become apparent, prior to or during this Defects-Liability period, arising out of defective materials and/or workmanship or default, neglect or omission of the contractor notwithstanding, that the Owner has used portions of the works before the whole of the works were completed, during the Defect Liability Period. All tools plant, machinery, materials, superintendence, labour and other devices of all kinds necessary for such maintenance of the works during Defect Liability Period are to be supplied by and at the expense of the contractor. The whole cost of rectification of defects, replacement of defective work or part thereof to the satisfaction of the Engineer, shall be at the expense of the contractor.
- (ii) **Remedy on contractor's failure to remove defective work:** - If the contractor shall fail to carry out any such work as aforesaid required by the Engineer-In-Charge, Owner shall be entitled to carryout such work by his own workmen or by other contractors and if such work which in the opinion of the Owner, the Contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Owner and shall be deducted by the Owner from any monies due or that becomes due to the contractor.

31. **Variations**

- (i) If the Owner/Engineer-In-Charge may make any variation in quality or quantity of the works or any part thereof that may in their opinion be necessary, then the Engineer-In-Charge / Owner shall have power to order the contractor to carry out the same and in any of the following:
  - (a) Increase or decrease the quantity of any work included in the contract
  - (b) Omit any such work
  - (c) Change the character or quality or kind of any such work
  - (d) Change the levels lines position and dimensions of any part of the works
  - (e) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such approved variations shall be taken into account in ascertaining the amount of the contract price.
  - (f) The advertised quantities of individual item may increase or decrease upto 25% for which the contractor shall have to execute, if any, the extra quantities over the advertised quantities at the same rate. In case, the variation in quantities exceeded 10%, the variation in quantities and the cost implication shall be got approved from Competent Authority by the Engineer-In-Charge.
- (ii) **Extra item:** - In case, the item does not exist in any section of the BOQ, the same will

be paid on the basis of J&K SOR 2022 as per appreciation & depreciation and if not covered in the advertised rate list / J&K SOR 2022, the same shall be paid on the basis of analysis of the rates duly prepared / verified by the concern Engineer-In-Charge on the lowest market rates prevalent in the market.

32. **Plants etc. not to be removed:** - No constructional Plant Temporary works or materials or any part thereof shall be removed from the site without the written consent of the Owner which consent shall not be unreasonably withheld where the same is no longer immediately required for the purpose of completion of the works. The Owner will permit the contractor the exclusive use of all such constructional plant, temporary works and materials in and for the completion of the works until the happening of any event which gives right to the Owner to exclude the contractor from the site and proceed with the completion of the works.
33. **Quantities:** - The quantities set out in the Bill of Quantities are only approximate quantities of the work and they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract & the quantities may vary to an extent conforming to actual site conditions & requirements and such variation whether in the quantity of Individual items or in the overall amount of the contract to actual shall not in any way vitiate or invalidate the contract, nor shall the contractor be entitled to any additional financial claim for increase or decrease of quantities of any item/items of work.
34. **Works to be measured**
- (i) The Owner/Engineer-In-Charge shall except as otherwise stated ascertain and determine by measurement the quantity and value of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured give notice to the contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer-In-Charge or the Engineer-In-Charge's representative in checking such measurements & other substantiations of the Bill submitted by the contractor and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer-In-Charge or approved by him shall be taken to be the correct measurement of the work and shall be conclusive and binding on the contractor.
- (ii) Unless otherwise described in the schedule of quantities, the method of measurement shall be as described in method of measurement of building and civil engineering works **(IS 1200 Part I to XXV) latest edition of Bureau of Indian Standards.**
35. **Urgent Repairs/Works:** - If by reason of any accident or failure or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works or during the period of defect liability/maintenance, any remedial or other work or repair shall, in the opinion of the Engineer-In-Charge or Engineer-In-Charge's representative be urgently necessary for security and safety of life or for the works or adjoining property, and the contractor is unable or unwilling to do such work or repair, the Owner may employ his own or other workman to do

such work or repair, as the Engineer-In-Charge or the Engineer-In-Charge's representative may consider necessary. If the work or repair so done by the Owner is work which, in the opinion of the Engineer-In-Charge, the contractor was liable to do at his own expense under the contract, all costs and charges properly incurred by the Owner in so doing shall on demand be paid by the contractor to the Owner or may be deducted by the Owner from any monies due or which may become due with the contractor. Provided always that the Engineer-In-Charge or the Engineer-In-Charge's representative (as the case may be) shall, as soon as after the occurrence of any such emergency, as may be reasonably practicable notify, the contractor thereof in writing.

36. **Payment in Event of Frustration:** - In the event of the contract being frustrated whether by war or otherwise, howsoever, the sum payable by the Owner to the contractor in respect of the works executed shall be the same as that which would have been payable hereof if the contract had been terminated under the provisions of conditions of the contract.
37. **Serving of Notices**
- (i) **On Contractor:-** Any notice to be given to the Contractor, under the terms of the contract shall be served by sending the same by registered post to or leaving the same at the contractor's Principal place of business (or in the event of the contractor being a company to or at its Registered Office).
  - (ii) **On Owner:** - Any notice to be given to the Owner, under the terms of the contract, shall be served by sending the same by Registered post to or leaving the same at the Owner's last known address.
38. **Rates and Taxes**
- i) The rates shall be quoted inclusive of all taxes (including 18% GST), duties, levies, fees or charges. All the said taxes, duties, levies, fees and charges shall be the Contractor's responsibility and Owner shall not be required to pay any additional or extra amount whatsoever on the account. However, difference in rates due to upward / downward revision in Taxes, if any, till completion of the work, shall be considered on the submission of documentary proof and subject to satisfaction of Client. Discount, if any, should be shown separately while quoting rates per unit.
  - ii) The Bidder shall not quote any item rates in decimals.
  - iii) In the event of no rate has been quoted for any item(s), leaving space for both figure(s), word(s), and amount left blank, it will be presumed that the Contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
  - iv) **Taxes on Profit:** The Contractor will require to pay all taxes levied by the Central and/or State Governments on such part of his profit in respect of the contract as is chargeable therewith under the laws for the time being in force

- v) **Escalation of rates:** The rates quoted by the firm shall remain firm during the entire Contract Period. No escalation in rates on any account eventually foreseen or unforeseen shall be paid during the Contract Period. However, in case of any variation of quantities, the Contractor shall have to execute the additional quantities at the same rate as quoted in the Financial Bid.
- vi) **Correction of Arithmetic Errors in Financial Bids:** The Bid Evaluation Committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
39. **Excavated materials property of Owner:** - All materials and things of any kind obtained from excavations or found on or under the site or under any additional site, which the contractor may be allowed to occupy, shall remain the property of the Owner and shall not be used in the works or sold or otherwise disposed of without the written authority of the Owner unless otherwise expressly provided in the specification. No excavations are to be made upon the site or additional site beyond those shown on the drawings without written authority of the Engineer-In-Charge or the Engineer-In-Charge's representative.
40. **Contract supersedes previous Documents:** - The contractor shall have no right to any increase in the rates in the Bill of Quantities nor any other right whatsoever by reason of any representative's explanation or statement given or to be given or by a reason of any information, promise, or guarantee given or alleged to have been given to him by any person (whether in the Employ of the Owner or not) before the date of the contract it being understood that the contract embodies the whole arrangements between the parties with reference to the contract hereby constituted and all previous correspondence, negotiations, representatives, explanations, statements, promises or guarantees whether oral or written shall be excluded.
41. **Dimensions and Levels:** - All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all dimensions and levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Engineer-In-Charge's representative before proceeding with the work.

42. **Assistance for Engineer-In-Charge / Engineer-In-Charge's representative:** - The contractor shall provide for the Engineer-In-Charge/Engineer-In-Charge's representative at all times during the contract including maintenance, a competent person or all such other men as he may require to assist him in carrying out or checking any measurements, levels, setting out or measuring up of work. The contractor is also to provide ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Owner/Engineer and their representatives.
43. **Construction Records:** - The contractor shall keep and provide to the Engineer's Representative full and accurate Records of the dimensions and positions of all new work and any other information necessary for the Engineer's Representative to be able to prepare complete drawings, recording details of the works as constructed.
44. **Owner's Supply of Materials:** - No material shall be supplied by the Owner.
45. **Lighting for works:** - The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of the works at his own cost.
46. **Site Instruction Book:** - The Engineer-In-Charge's representative shall maintain a site instruction book on the site in which he or his authorized representative's remarks, instructions, decisions and other essential details, of the work shall be recorded. The contractor shall regularly note the contents of this book and initial it signifying his having done so and take immediate action on the same.
47. **Progress Report:** - The contractor shall submit monthly progress reports indicating status of each activity planned for the period under consideration and summary of each completed and planned activity and the anticipated starting date for the activities planned but not in progress, schedule of materials including the details of materials received and expected time of arrival of other materials as ordered and such other details affecting the programme and progress of the work to the Engineer's Representative in a form as required by him which shall also include reasonable number of progress photographs of the works.
48. **Approved Makes:** - The specifications provide a list of makes of some materials specified. The Owner / Engineer have the right to choose any of the specified makes, which according to him is the best and most suitable for the purpose. The tender price quoted shall cover this aspect. Only when it is not possible to use any of the specified makes, either due to non-availability or due to technical reasons, the contractor shall propose alternative makes and if found suitable these shall be approved by the Owner for construction but without any extra cost to the Owner.
49. **Keeping Site Clean:** - During the progress of the works and when directed by the Engineer's Representative, the contractor shall keep the sight clear of all rubbish and debris including that which may be deposited on the site by any sub-contractor

until the date of issue of certificate of completion. The cost of keeping the site clean shall be deemed to have been included for in the rates. On completion of the works, the contractor shall at his own expense clear away and remove from the site not later than 15 days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind and leave the entire site and works clean and in work man like condition to the satisfaction of the Engineer's representative.

50. **Extension of Time:-** The time for completion of the works in the event of any authorized deviations or additional work resulting in additional cost over the contract sum, shall be extended, if requested by the contractor, in the proportion in which the cost of the altered, additional or substituted work bears to the original contract sums plus any additional time, which the 'Owner' may consider reasonable on the recommendations of the Engineer. Similarly, in the event of deletion of some items, the time for completion for the work shall be reduced in the proportion of altered cost to the original contract sum.

**50.1 If the work be delayed by:**

- (a) Force Majeure, or
- (b) Serious loss or damage by fire, or
- (c) Civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (d) Any other cause, which in the absolute discretion of the Owner is beyond the contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Owner/Engineer, but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall take all possible steps to the satisfaction of the 'Engineer' to proceed with the works.

Request for extension of time, shall be made by the contractor in writing no later than fourteen days of the happening of the event causing delay, the contractor may also, if practicable, indicate in such a request, the period for which extension is desired.

In any such case, the 'Owner' on the recommendations of the Engineer may give a reasonable extension of time for completion of the work, which shall be communicated to the contractor by the Engineer. Any extension of completion period shall not entitle the contractor to any other monetary gain or claim.

The term "Force Majeure" in the contract shall mean civil war, tidal waves, fire, major floods, earthquake (above 7 magnitude on Richter Scale) damage from Aircraft, nuclear fission, riots (other than among the contractor's employees), lighting and other causes over which the contractor has no control and as accepted by the Owner whose decision shall be binding and final.

This will not entitle the contractor to any claims for the increase in rates / cost of the

contract.

51. **Security Deposit / Retention Money**

51.1 Security Deposit @5% (Five percent) shall be deducted from the Running account bills of the contractor.

51.2 50% Security Deposit will be released after the successful completion of the Contract Period and after adjustment of Owner's dues / outstanding or liquidated damages, if any, on the certification of Engineer-in-charge

51.3 Remaining 50% security deposit will be released in 5 (Five) equal installments in every 02 years on receiving satisfactory certificate duly signed by Engineer-In-Charge.

52. **Mobilization Advances:** - Mobilization Advance up to 10% of the contract value will be paid against the Bank Guarantee from Nationalized / Scheduled Banks equivalent to 110% of the Mobilization Advance valid till the recovery / refund of the complete Mobilization Advance. The interest @12% shall be charged till the recovery of complete Mobilization Advance. The amount of Mobilization Advance shall be recovered within 06 months from the date of issuance of LOA/LOI or before the release of 80% amount of the Contract Value whichever is earlier.

53. **Liquidated damage:** -If the contractor shall fail to complete the works within the stipulated period of completion, the contractor shall be liable to pay to the Owner as pre-estimated damages/ penalty for delay at the rate of 0.5% percent of the contract price for each week of delay subject to a maximum of 10% (ten percent) of the contract value.

54. **TERMINATION OF CONTRACT:** - Foreclosure in full or in part due to abandonment or reduction in scope of work.

54.1 If at any time after acceptance of the tender Owner decides, to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works given to be carried out, the Engineer shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

54.2 The contractor shall be paid at contract rates full amounts for works executed at site and in addition a reasonable amount as certified by the Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

(a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarter and site office storage

accommodation and water storage tanks.

- (b) The Owner shall have the option to take over contractor's materials or any part thereof either brought to site provided the material conforms to specified standards or meant to be used for the work allotted.
  - (i) For materials taken over or to be taken over by the Owner, the cost to be paid shall take into account purchase price, cost of transportation.
  - (ii) For materials not retained by the Owner, no compensation on this account will be paid any such material will be lifted by the contractor at his cost and site cleaned neatly.

55. **CANCELLATION OF THE CONTRACT IN FULL OR IN PART:**

**(a) If the contractor: -**

- (i) at any time makes default in proceeding with the works with due diligence and continues to do so even 15 days after a notice in writing from the Engineer; or
- (ii) Commits defaults in complying with any of the terms and conditions
- (iii) of the contract and does not remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer; or
- (iv) fails to complete the works or any part of the work on or before the date of completion and does not complete them within the period specified in notice give in writing in that behalf by the Engineer; or
- (v) has obtained a contract with the Owner as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- (vi) The owner shall cancel the contract by a written notice to the contractor and the contractor shall have no claim on any sort on this account.

**(b) The Owner shall on such cancellation have powers to:**

- (i) Take possession of the site and any materials, constructional plants, implements, stores, etc. thereon, and make out a list of such material in presence of the representative of the contractor who shall have to be present on one day notice and in case of non compliance of the notice measurements taken by the owner rep. shall be considered as final and contractor will have no claim of any sort regarding this.
- (ii) Carry out the incomplete work by any means at the risks and cost of the contractor.
- (iii) On cancellation of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or in case the works or part of the works not to be completed, the loss or damage suffered by Owner. In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of the contractor's materials taken over and incorporated in the work, and use of machinery belonging to the

- contractor.
- (iv) Any excess expenditure incurred or to be incurred by the Owner in completing the works or part of the works or the excess loss or damage suffered or may be suffered by the Owner as aforesaid after allowing such credit shall be recovered from any amount due to the contractor on any account, and if such amount is not sufficient, the contractor shall be called upon in writing to pay the same, within 30 days of the notice given to that effect by the 'Engineer'.
  - (v) If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Owner shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings; etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and in accordance with the provisions thereof.
  - (vi) Any sums in excess of the amounts due to the Owner and unsold materials constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Owner, of the works is less than the amount which the contractor would have been paid had he completed the works, such benefit shall not accrue to the contractor.

## 56. **CONTRACTORS LIABILITY AND INSURANCE**

56.1 From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be fully responsible/liable for any damage or loss that may happen to the works or any part thereof, to any fixed/unfixed materials supplied at site against which payment or recoverable advance may have been paid or not, from any cause whatsoever and shall at his own cost, repair and make good the same, so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Engineer. Without limiting his obligations and responsibilities under the above clause, the contractor shall insure the following in the joint names of the Owner and the contractor, against all loss or damages from whatever cause for which he is responsible under the terms of the contract and in such manner that the Owner and the contractor are covered during the period of construction of the works and the defects liability period for loss or damage arising from a cause occurring prior to the commencement of the damage caused by the contractor, in the course of any operation carried out by him for the purposes of complying with his obligations.

- (a) The works and the temporary works to the full values of such works executed from time to time
- (b) The Materials, constructional plant and other things brought to site by the contractor to the full value of such materials, constructional plant and other things.

**56.2 Damage to persons and property:-** The contractor shall indemnify and keep indemnified the Owner against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under the conditions, insure against any damage, loss or injury which may occur to any property (including that of the Owner) or to any person (including any employee of Owner) by or arising out of carrying out of the contract.

**56.3 Owner to be indemnified: -** The contractor shall at all times indemnify the Owner against all claims, damages or compensation under the provision of Payment of Wages Act, Minimum Wages Act, Owner's Liability Act, Industrial Disputes Act, and the Maternity Benefit Act or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequences of any accident or injury to any workmen or other persons in or about the works whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Owner their agents or servants, and also against all costs, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided the contractor shall insure against all claims, damages or compensation payable under the workmen's compensation Act, 1923 or any modification thereof or any other law relating thereto. All the aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer has agreed to their cancellation. The contractor shall prove to the Engineer or his authorized representatives from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability Period.

**57. SETTLEMENT OF DISPUTES: -** The instructions, decision, opinion, certificate or evaluation of the Engineer, with respect of or any of the matter regarding which the decision of the Engineer is stated to be as final or conclusive or binding in these conditions of the contract or specifications or in the Bill of Quantities forming part of the contract, shall be final conclusive and binding on the parties hereto and shall not be subject to be appealed. Such matters hereinafter shall not be subject to be appealed. Such matters hereinafter shall be referred to as "excepted matters". The decision of the "OWNER" in any and all matters shall be final and binding on both the parties in the agreement.

58. **WORK NOT TO BE STOPPED:** - The contractor expressly agrees that in the event there arise any kind of dispute/disputes or the matter of dispute/disputes is referred to arbitration, the contractor shall at no stage stop or slow down the work on this excuse and shall proceed diligently to complete and handover all works as per contract within the scheduled completion period.
59. **ESCALATION:** -The rates shall remain firm during entire validity period of contract offer and no escalation in rates on any account eventually foreseen or unforeseen shall be paid.
60. **ARBITRATION:** - In case of any dispute arising between the parties to this e-tender and all matters connected therewith, both parties shall make every effort to resolve it amicably by direct informal negotiation. If even after thereby days from the commencement of informal negotiation, the parties have not been able to resolve the dispute amicably, then such disputes / differences shall be resolved by Arbitration as per the Arbitration and Conciliation Act, 1996.
- (i) Either party may request other of its intention that a dispute be submitted to Arbitration and both the parties shall meet with 15 days from the date of receipt of such request to select a sole arbitrator mutually for the resolution of dispute and venue / seat or Arbitration shall be at Jammu / Katra / Reasi.
- (ii) In the event that the parties cannot agree upon the selection of the sole Arbitrator, either party or both the parties may move an application before the Hon'ble High Court at Jammu, under the Arbitration and Conciliation Act, 1996, for the appointment of sole Arbitration with seat / venue at Jammu for the resolution of dispute between the parties.
61. **JURISDICTION:** All legal disputes arise in connection with the Contract shall be subject to the jurisdiction of Courts at Jammu / Katra / Reasi (J&K, India).
62. **PRE-BID MEETING**  
The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The tenderers are required to submit any question in writing or by cable so as to reach the Addl. Chief Executive Officer, SMVDSB. (The official nominated for this purpose) in writing or by telefax/cable at the address Asst. Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board (SMVDSB), Central Office, SMVDSB, Katra, District Reasi, J&K, Phone Nos.: 01991-232075, 234570, 232124, Fax: 01991-232120, 232089 not later than three calendar days before the meeting.

Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Document which may become necessary as a result of the pre-bid meeting shall be made

exclusively through the issue of an addendum / corrigendum pursuant to Para 5.6 and not through the minutes of the pre-bid meeting.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a tender.

Sd/-  
(Dhruv Gupta), JKAS  
Asstt. Chief Executive Officer

**No: CO/Proj./96-V/1218**  
**Dated: 11.12.2025**

## SECTION – 6

### SPECIAL CONDITION OF THE CONTRACT

These special conditions will supersede the General Conditions of Contract wherever these provisions are at variance with them.

**1. AMENDMENT OF TENDER DOCUMENT**

Before the deadline for submission of tenders, the Tender Document may be modified by SMVDSB by issue of addenda/corrigenda. Any addendum/corrigendum issued shall be part of the Tender Documents and shall be uploaded in the official website of Shri Mata Vaishno Devi Shrine Board (SMVDSB).

**2. SCAFFOLDING**

Suitable scaffoldings should be provided at the site where necessary and while working at heights necessary precautions should be taken. For this particular site rope access works with a PPE (personal protection equipment), according to the IRATA (Industrial Rope Access Trade Association) guidelines is necessary and an alternative to scaffolding.

**3. SAFETY EQUIPMENT**

When workers are working on the rope they should have a PPE according to the IRATA guidelines. Requirements mentioned in **Annexure-II** on “Conditions of the Contract on Safety, Health and Environment” shall be applicable during execution of work.

**4. PLANT AND EQUIPMENT**

The Minimum Requirement of key Plant and Equipment to be deployed in the Project during execution. The Bidder shall demonstrate clearly that it has the capability to meet the minimum requirement listed below.

Sl. No.	Details of Equipment	Minimum Nos. Required	Age (see note 1 below)
1	Jack Hammer	2	5 years
2	Drifter	2	5 years
3	Compressor	1	5 years
4.	Tractor Trolley/Pick-up Van	2	5 years
5.	Mixer	1	5 years
6.	Vibrator	1	5 years

The bidder shall be required to submit the list of all his available equipment together with an undertaking in the form of an affidavit stating that the bidder shall mobilize the

all key equipment listed above and another complete set(s) of minimum key equipment required.

**Note:**

- (i) The Maximum age of the equipment shall not be more than 5 years as on 31.03.2025. For this purpose, the age of the equipment shall be calculated from the date of manufacturing of the equipment.
- (ii) The Bidder's provision of the minimum equipment requirements given in the list above shall not relieve the Bidder, in the event of contract award, of his obligation to provide sufficient equipment to construct and complete the Works in accordance with the Contract.

**5. PERSONNEL - TECHNICAL STAFF TO BE DEPLOYED IN THE PROJECT**

Requirement of Technical Staff to be deployed in the Project, the Bidder shall demonstrate the availability of qualified key personnel listed below.

Sr. No.	No.	Position	Total Work Experience (Years)	Experience in Similar Works (Years)
1.	1	Project Manager/ Dy. Project Manager	5	5
2.	1	Construction Engineer	5	2
3.	1	Quality Assurance Engineer*	5	2
4.	1	Geologist	5	2
5.	1	Surveyor	3	1
6.	1	Safety cum Supervision Engineer**	2	2

\* Quality Assurance Engineer essential requirement is - An experienced civil engineer with minimum qualification as degree in civil engineering having post qualification experience of developing and managing Quality Management System (QMS) and its application in slope stability work with special emphasis to the production and application of drilling and concrete works.

\*\* Safety Engineer essential requirement is – An experienced civil engineer with minimum qualification as Diploma in civil engineering having post qualification experience of making the work site safe for all workers deployed on the site & foot traffic and ensuring that national health and safety standards, are met.

\*\*\* Minimum 10 nos. Skilled and 10 nos. Semi-skilled labours shall be deployed regularly at site for performing the task mentioned at item no. 5 to 8 of BoQ or as per direction of Engineer-in-Charge.

- 6. Payment Conditions for Periodic Cleaning of Rockfall Barriers:** The payment in each cycle shall be subjected to the submission of **Quarterly Inspection Report** along with photographs and videographs.

**SECTION – 7**  
**FORM OF TENDER**

To

The Chief Executive Officer  
Shri Mata Vaishno Devi Shrine Board  
Katra (J&K).

**Sub:**

- (i) Protection / treatment work on slope at Sanji Chatt area (at Ch  $\pm 10.400$ km) along old track between Katra to Mata Vaishnodevi ji Bhawan, and**
- (ii) Cleaning and inspection of the rockfall barriers after any rockfall event or once in 06 Months (whichever is earlier), installed in Phase-I at locations (7,14,16 & 17) and Phase-II at locations (4,12,15,25,32 & 33) on the track of SMVDSB including all cost of T&P, skilled and semi-skilled labours and disposal of the material to the designated place / area in consultation with Engineer Incharge SMVDSB for 3 years.**

Sir,

1. Having visited the Site and examined the complete Tender Documents including the Information and Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, General Specifications and Detailed Specifications, Schedules and Bill of Quantities for completion of the above named works, we offer to clean, dispose and complete the whole of the said works in conformity with the said Safety Measures, Methodology, Conditions of Contract, Specification, Schedules and Bill of Quantities for the sum stated in Bill of Quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions hereto annexed.
2. I/We undertake to commence, complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix hereto fulfilling the liabilities under the Contract Period as per provision of Agreement.
3. I/We have independently considered the Liquidated Damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
4. A sum of Rs.8.00 lacs (Rupees Eight Lacs only) has been deposited as Earnest Money Deposit in the **official account of Shri Mata Vaishno Devi Shrine Board Branch J&K Bank Katra, Account No. 0235040500001804, IFSC-JAKA0KATTRA through RTGS/NEFT**. In conformity to the relevant article of the Notice Inviting Tender is enclosed with Tender. If we fail to keep the tender open as stipulated in the Tender Documents and as stated hereinafter or make any modifications unacceptable to you we agree that you shall, without prejudice to your other rights and/or remedies, be at liberty to forfeit full value of the said Earnest Money absolutely. If our tender is accepted and should we fail to commence the work from the date of written order to commence, the full value of Earnest Money shall be absolutely forfeited to you without prejudice to your other rights and/or remedies.
5. If my/our Tender is accepted, Third Party insurance policy shall be obtained by us from any Insurance Company approved by you and all costs including premium shall be borne by us.

6. I/We agree to abide by this Tender for the period of ninety days or such extended dates as you may decide for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period. During this period, we shall remain fully bound by our tender offer.
7. I/We expressly agree that unless and until a formal Agreement is prepared and executed this tender together with your written Acceptance thereof shall constitute a binding Contract between us and nothing shall prevent you from enforcing the contract upon us.
8. I/We understand that in case we are submitting the tender as a consortium and if our tender is accepted all the parties of the consortium shall be jointly and severally responsible for the due performance of the Contract.
9. I/We understand that you are not bound to accept the lowest or any Tender you may receive or in case the response to NIT is considered to be not reasonably competitive by you, you are fully at liberty to invite more tenderers for submitting their offer, before opening of our financial bid to which I/We shall have no objection.
10. I/We also understand that the Employer shall not be bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason thereof and/or to re-invite the tenders at its sole discretion.
11. I/We understand that if our tender is accepted we are to be jointly and severally responsible for the due performance of the contract.
12. I/we also furnish herewith appendix to Form of Tender duly signed by us in acceptance of what is set out therein.
13. I/We have understood the relevant clauses of Conditions of Contract pertaining to the provisions of Prime Cost sums and Provisional Sums and further agree that in case of any doubt or difference of interpretation of those provisions, the decision of the Employer / Engineer shall be final and conclusive.

Our bankers are (with full address)

-----  
 -----  
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Dated.....day of.....2021

Signature..... in the capacity of .....  
 duly authorized to sign tenders for an on behalf of.....

-----

(IN BLOCK CAPITALS)

WITNESS:

Signature.....	Address of Tenderer.....
Name.....	.....
Occupation.....	.....
Address .....	.....

## APPENDIX-I TO FORM OF TENDER

Item	Description
Earnest Money Deposit	Rs. 8.00 Lacs. To be governed by Clause 3(i) of Section-4.
Period of Commencement	15 (fifteen) days from the date of LOA/LOI or the date of handing over of site whichever is later.
Time of Completion	06 calendar months for completion of works from the date of award of contract for protection/treatment work of slope at Sanji Chatti. 36 calendar months for engagement/completion of works from the date of award of contract for cleaning and inspection of rockfall barriers installed in phase 1 and phase 2.
Liquidated Damages	To be governed by Clause 53 of G.C.C.
Defects Liability / Maintenance Period	"Defect Liability Period" shall mean the period of 120 (ten-year) months calculated from the date of successful completion of works other than cleaning and inspection of the rockfall barriers and debris flow barriers installed during Phase 1 and Phase 2.
Quantities	Estimated Quantities.
Minimum amount of Running Account Bill.	10.00 lacs as certified by the Owner's Representative. The payment shall be released as per actual execution of Bill of Quantities at site.
Payment of Running Account Bill.	The payment shall be made within 30 days from the date of submission of bill complete in all respect (along with joint measurement sheets certified by the site in charge duly recorded on M.B's –work wise).
Insurance Policies	Workman compensation, third party insurance, CAR policy against all losses /damages during the period till the expiry of the Contract period shall be liability of the contractor.
Interim Running Account Bills	End of every calendar month
Retention Money/ Deposit	To be governed by the clause 51 of G.C.C.
Interim Running Account Bills	End of every calendar month
Release of Payment of Retention Money	To be governed by the clause 51 of G.C.C.
Submission of Final Bill	Within 30 (Thirty) days from the date of completion and handing over of the completed work after all the measurements of work done are duly accepted by both the parties and signed.
Security Deposit	To be governed by Clause 51 of G.C.C.
Performance Bank Guarantee (PBG)	To be governed by Clause 3(ii) of Section-4.
Mobilization Advance	To be governed by the clause 52 of Section-5
Escalation	The rates shall remain firm during entire validity period of contract offer and no escalation in rates on any account

Item	Description
	eventually foreseen or unforeseen shall be paid. However, compensation in this regard shall be paid as per Clause 59 of G.C.C..

Dated this ..... day of .....2025.

Signature ..... In the capacity of .....  
 duly authorized to sign tenders for and on behalf of .....  
 .....

(IN BLOCK CAPITALS)

Address: .....

Of Tenderer .....

### Schedule-A (Bill of Quantities)

S. No.	Particulars	Unit	Estimated Quantity	Rate (Excluding GST)		Amount
				Rs. in Fig.	Rs. In Words	
<b>A. Protection / treatment work on slope at Sanji Chatt area (at Ch ±10.400km) along old track between Katra to Mata Vaishnodevi ji Bhawan</b>						
1(a)	Scaling of slopes (hard rock) using crackamite powder i/c all cost of labour, material, drilling and disposal of muck upto a distance of 1km as per drawings, Technical Specifications and the direction of Engineer-in-charge but excluding the cost of Crackamite powder	CUM	427.5			
1(b)	Supply of Crakamite Powder used in place of blasting for removal of rock chunk lying loose on slopes.	KG	50			
2.	Supply and installation of high tensile rolled cable net of minimum longitudinal tensile strength 100kN/m and with a minimum breaking load of the cable 45kN with Zn Coating Class A or 95% Zn + 5% Al Class-B Coating as per EN 10244-2:2009 with secondary mesh of 50X50 mm size for treatment of slopes i/c 32mm dia fully cement grouted anchor, drill dia 70 mm upto 6.5m depth, at the average interval of 2.5 m c/c in both direction including all cost of material, labour, special labour and T&P required to complete the work in all respect as per drawings, Technical Specifications and the direction of Engineer-in-charge.	SQM	600			
3.	Supply and installation of high tensile rolled cable net of minimum longitudinal tensile strength 100KN/M and with a minimum breaking load of the cable 45KN with Zn Coating Class A or 95%Zn + 5% Al Class-B Coating as per EN 70244-2:2009 with secondary mesh of 50X50 mm size for treatment of slopes including all cost of material, labour special labour and T&P required to complete the work in all respect as per drawings, Technical specification n direction of EIC.	SQM	1470			
4.	Supply and Installation of 32mm dia fully cement grouted anchor, drill dia 70 mm upto 9.0m depth, at the average interval of 2.0 m dc in both direction including all	RM	3312			

	cost of material, labour, special1 labour and T&P required to complete the work in all respect as per drawings, Technical Specifications and the direction of Engineer-in-charge.					
<b>B. Periodic Cleaning of Installed Rockfall/ Debris Flow Barriers for 3 Years</b>						
5.	Cleaning the rockfall barriers after any rockfall event or once in 6 Months (whichever is earlier), installed in Phase-I at location (7,14,16 & 17) and Phase-II at location (4,12,15,25 and 32 &33) along with quarterly inspection which includes detaching and re-installation of lower end of net, if required including all cost of T&P, skilled and semi-skilled labours and disposal of the material to the designated place / area <b>in consultation with the Engineer Incharge of SMVDSB.</b> However, the cost shall exclude (i) Installation of temporary barriers for safety of labours/ foot traffic & safe disposal of the material, (ii) Breaking of rock pieces above 30cm*30cm*30 cm, which shall be paid separately as per relevant items of BOQ. (The Rockfall Barriers shall only be cleaned, when it is filled upto 50cm height or as per the direction of E-in-C).					
(a)	Barrier installed at a height from track, upto 25m	R/M	3996			
(b)	25-50m	R/M	1410			
(c)	50-75m	R/M	714			
(d)	75-100m	R/M	810			
		<b>Sub-Total</b>				
6.	Cleaning the Debris flow Barriers after any rockfall event or once in 6 months (whichever is earlier), installed in Phase-II works at location nos. 32&33, along with quarterly inspection including all cost of T&P, skilled/ semi-skilled labour and disposal of the material to the designated place/ area.					
(a)	Barrier installed at a height from track, upto 25m	R/M	168			
		<b>Sub-Total</b>				
7.	Breaking of big rock chunk of size larger than 30cmx30cmx30cm detained within the rockfall barriers by using rock breaker/ jack hammer/ crakamite powder and compressor i/c all cost of material,	CUM	696			

	labour and T&P, and as per the directions of the E-in-C.					
		<b>Sub-Total</b>				
8.	Erection/ construction of temporary fences for barricading, enclosing and serving as a safety barrier for safety of workers/ labours and foot traffic, made up of chain link rolls/ CGI sheets that are attached to weighted polls or chain link panels that can be placed/ moved multiple times with all its configuration while performing the cleaning job including all cost of its fabrication, erection & installation etc. at site. (At least 2m high).	R/M	7266			
		<b>Sub-Total</b>				
9.	Providing labours for scaling/ offloading of loose rocks/ boulder/ debris lying above the track over slope including all cost of T&P & equipment i/c PPE kit in accordance with IRATA guidelines. Requirements mentioned in Appendix-II (Technical Specification) on safety shall be applicable during execution of work, (2 times in a year, i.e. Post Monsoon and after Winter Rains, 5 days per cycle for 3 years ).					
(a)	Skilled Labour	Man days	300			
(b)	Semi-skilled Labour	Man days	300			
		<b>Sub-Total</b>				
		<b>Total (1+2+3+4+5)</b>				
		<b>GST</b>				
		<b>Grand Total</b>				

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**SECTION - 8**  
**TECHNICAL SPECIFICATIONS**

**1. ROCK SCALING**

**(i) Scope**

All loose, shattered or potentially unstable rock situated at slope shall be removed by scaling or by using the agent Crakamite. To measure the quantity of Crakamite the log sheets shall be maintained.

**(ii) Measurement and payment**

The payment for the items of work shall be made at the unit rate tendered for respective items in 'Schedule of quantities and bids'.

Measurement of Crakamite shall be done as per actual and shall be paid as per relevant item of BOQ. However, nothing extra shall be payable on account of drilling required to use Crakamite.

**2. GROUTED ANCHORS**

i) The anchor bar for grouted anchors shall be of 32 mm diameter conforming to IS: 1786. The length and the pattern of the grouted anchor shall be as directed by the Engineer-in-charge. The diameter of the drill hole for grouted anchors shall not be less than 70 mm. The grade of steel shall be Fe 500.

ii) Anchor bar shall be cleaned thoroughly before being placed. The holes shall be cleaned thoroughly, kept flagged until placing the bar and shall be filled completely and compactly with grouted or mortar mixed in the 1:1 (cement: sand) ratio to the consistency specified by the Engineer-in-charge including non-shrinkage additives/ admixtures as per work requirement. All water shall be removed from the holes when the anchor grouted is placed. The anchor bar to be forced in, placed before grout or mortar, has taken its initial set and where practicable, shall be vibrated or tapped until entire surface of the embedded portions of the bars is in intimate contact with the grout. Special care shall be taken to ensure against movement of the bars which has been placed. Anchor bar shall not be placed less than six days in advance of concrete operations to allow the grout become set.

Special care shall be taken to prevent movement of the bars till the grout has set. Anchor bars found loose after setting shall be replaced by and at the expense of the contractor.

**2.1 Pull out test**

2 % anchors shall be tested as per IS 11309 1985. All the arrangements for pull out test shall be done by the contractor at his own cost and test shall be done before the officials of Shrine board and THDCIL.

## 2.2 Measurement and payment

Measurement for payment for grouted anchors shall be in meters of the length of grouted anchors up to excavated rock surface. Payment for this work shall be as per relevant item in schedule of quantities and bids.

The unit rate shall include the cost of reinforcing bar, grout, non-shrinkage additives/ admixtures and all associated works except the cost of drilling hole which shall be paid separately.

## 3. HIGH-TENSILE ROLLED CABLE NET

(i) High-Tensile Rolled Cable Nets should include the secondary mesh. For the installation of High-Tensile Rolled Cable Nets standard support ropes, seaming ropes and shackles should be used. For the horizontal connection standard shackles or laces shall be used.

(ii) Following parameter must satisfy for acceptance of the system.

Minimum Tensile strength of the net shall be 100 KN /m	}	Test certificate for the same shall be provided by the Contractor.
Minimum breaking load of cable shall be 45 KN		
Compound for Corrosion Protection: 95% Zn and 5% Al CLASS B or Zinc coating class A as per EN 10244-2:2009		

(iii) Secondary Mesh: Size of mesh shall be 50x50 mm consisting of wire dia 2.7 mm having Yield Strength 400-550 N/mm<sup>2</sup> and corrosion protection Zn coating of 240 g/m<sup>2</sup>.

### 3.1 Measurement and Payment

Payment of High Tensile Rolled Cable Net shall be made at the unit rate specified for relevant item (Item no.03) in 'Schedule Quantity of Bids'.

## 4. HIGH-TENSILE ROLLED CABLE NET WITH FULLY GROUTED SOLID ROCK ANCHORS (6.5M LONG, 32MM DIA.)

High-Tensile Rolled Cable Nets should include the secondary mesh. For the installation of High-Tensile Rolled Cable Nets standard support ropes, seaming ropes and shackles should be used. For the horizontal connection standard shackles or laces shall be used.

**Following parameter must satisfy for acceptance of the system.**

Minimum Tensile strength of the net shall be 100 KN /m	}	Test certificate for the same shall be provided by the Contractor.
Minimum breaking load of cable shall be 45 KN		
Compound for Corrosion Protection: 95% Zn and 5% Al CLASS B or Zinc coating class A as per EN 10244-2:2009		

➤ **Anchor system shall be as follows;**

<b>Anchor type</b>	:	32 mm dia. fully threaded bar with Yield Strength 500 N/mm <sup>2</sup>
<b>Average length of the anchors</b>	:	6.5 m
<b>Grid Pattern</b>	:	Staggered
<b>Spacing of anchors</b>	:	2.25 to 2.75m
<b>Minimum drilling dia.</b>	:	90 mm
<b>Average drilling length</b>	:	6 m
<b>Grouting Material</b>	:	Fully column cement grout

- Secondary Mesh: Size of mesh shall be 50x50 mm consisting of wire dia 2.4 mm having Yield Strength 400-550 N/mm<sup>2</sup> and corrosion protection Zn coating of 240 g/m<sup>2</sup>.

4.1 **Pull out test:**

2 % anchors shall be tested as per IS 11309 1985. All the arrangements for pull out test shall be done by the contractor at his own cost and test shall be done before the officials of Shrine board and THDCIL.

4.2 **Measurement and Payment:**

Payment of High Tensile Rolled Cable Net shall be made at the unit rate specified for relevant item (Item no. 02) in 'Schedule Quantity of Bids' and shall include the cost of 32 mm dia anchor and also supply of all material i/c secondary mesh, installation, base plate foundation, drilling & grouting etc. for complete work.

5. **CLEANING THE ROCKFALL/ DEBRIS FLOW BARRIERS**

- (i) **Preface:** Rockfall/ Shooting stones/ Debris flow/ landslides are sporadic and unpredictable. The reason may be human or forces beyond human control (weather, earthquakes, movement of animals etc.). The multiplicity of factors that may trigger such events means that guaranteeing the safety of persons and property is not an exact science.

However, the risks of injury and loss of property can be substantially reduced by appropriate calculations that apply good engineering practices, and by using predictable parameters along with the corresponding implementation of flawless protective measures in identified risk areas.

The monitoring and periodic maintenance of such system is an absolute requirement to ensure the desired safety level. System safety can also be compromised through events, natural disasters, inadequate dimensioning or failure to use standard components, systems and original parts, but also through corrosion (caused by environmental pollution or other man-made factors as well as other external influences).

- (ii) **Proposed Work:** Aspects that affect the efficiency of rockfall net fences/ debris flow protection nets/ during their lifetime is accumulation of rock mass/ stones and the ageing phenomena. Therefore, the work envisaged here is to vacate, clean and dispose off the accumulated rock fragments detained within the Rockfall / debris flow

protection nets/ fences, half-yearly along with quarterly inspection, for a period of 3 years.

The proposed work also envisages engagement & deployment of laborer's for scaling/ offloading of loose rocks/ boulders/ debris lying above the slope on the track, periodically (2 times in a year, i.e. Post Monsoon and after Winter Rains) for 3 years.

- 5.1 Scheduled Inspection, Cleaning & Reporting:** Inspections after any rockfall event or once in 03 months (whichever is earlier) of the barriers & cleaning the accumulated rock mass detained by the barriers after any rockfall event or once in 06 months (whichever is earlier), and reporting of the functional deficiency or damage of load-bearing capacity of the barrier components (if any).

If the functional efficiency or load-bearing capacity of the components (Support and transmission ropes / U-brakes, retaining ropes, Spiral rope anchor, Mesh / net, Post/ base plate, Wire rope clips, etc.) is reduced as a result of rockfall event/ due to ageing, such that the minimum required safety factors can no longer be fulfilled, this shall be immediately reported and verified by the Engineer-in-Charge (E-i-C). The affected components shall then be replaced separately by SMVDSB.

- 5.2 Clearing the Rockfall/ Debris Flow Barrier:** After each rockfall event, Rockfall Barrier should be inspected and shall only be cleaned if it is filled upto 50cm height or as per the direction of E-in-C. Cleaning shall be carried out by detaching the lower end of the net using hand tools or suitable machinery, to the satisfaction of the E-i-C. Care must be taken that the net is not damaged by machine operation, and it must be ensured that stones rolling down the slope do not cause any damage to the labours or foot traffic. Once the accumulated debris is cleared, the detached portion of the net shall be properly reinstalled. Proper safety measures/ methods must be ensured while working at height, where ropes and associated equipment are used to gain access to and egress from the workplace, included with PPE kit while working on ropes in accordance with IRATA guidelines etc. The primary objective of using rope access methods is to plan, manage and carry out the work with a goal of no accidents, incidents or dangerous occurrences, i.e. to ensure a safe system of work is maintained at all times, and with no damage to property or harm to the environment.

- 5.3 Installation of Temporary Chain Link Fence Panel Barrier (Portable Barrier):** Temporary fences panel are a flexible and extremely strong mesh fencing, mainly for temporary isolation, temporary partition for barricading, enclosing and providing a safety barrier for safety of workers/ labours and foot traffic. Temporary fences shall be made up of chain link rolls/ CGI sheets that are attached to weighted polls or chain link panels that can be placed/ moved multiple times with all its configuration while performing the cleaning job. The system shall be fabrication & installed at site before the execution of clearing job. The minimum height of temporary chain link panel shall be 2m and shall be strong enough to withstand the impact of 1m dia. rolling stone from 10m height at least.

- 5.4 Scaling:** All the loose, overhang, shattered or potentially unstable rock lying/ protruding over and above the slope shall be removed by scaling or by using rock

breaker/ jack hammer/crakamite powder and compressor (blasting prohibited). Scaling/ offloading of loose rocks/ boulders/ debris lying above the slope on the track shall be removed periodically (2 times in a year, i.e. Post Monsoon and after Winter Rains) or after the rock fall incidence, whichever is earlier.

**5.5 Other Conditions:** Contractor shall depute at least one authorized technical person at site during contract period.

**5.6 Inspection of Rockfall Barriers / Debris Flow Barriers:**

Inspection of Rockfall Barriers / Debris Flow Barriers shall be performed four times in a year, following shall be checked:

- (a) Are the support ropes and arrestor cables, as well as the lateral bracing, joined to the correct anchors?
- (b) Are the rope guides at the foot and head of the post laid out correctly?
- (c) Has the correct number of mesh loops or rings been left free to the left and right of the posts?
- (d) Is the net fitted correctly to the support ropes or running ropes?
- (e) If support ropes have been separated, are the bottom support ropes joined to the corresponding anchor and not to the base plate?
- (f) Is the number of wire rope clips on the rope end connections correct?
- (g) Are the wire rope clips fitted correctly?
- (h) Has the correct tightening torque been applied to the wire rope clips?
- (i) Have the nets been connected to one another correctly?
- (j) Have the border nets been fastened to the vertical ropes correctly?
- (k) Is the slack of the top support rope less than 3% of the post spacing?

Any defect found during quarterly inspection shall be reported by the contractor to the Engineer-In-Charge (SMVDSB). The quarterly inspection report, along with site photographs and videographs, shall be submitted accordingly.

**5.7 Enforcement and Compliance of the Safety Regulations and Guidelines**

The proposed work will be carried on the slopes of the track of the Shri Mata Vaishno Devi Ji area. The safety of the pilgrims as well as the laborers are utmost important. The contractor shall Comply / enforce all the safety laws and provisions. Engineer-in-charge will nominate one Safety Officer of Shrine Board who will monitor all the provisions and submit his report to Engineer-in-charge.

**5.8 Penalty provisions**

S.N.	DESCRIPTION OF ITEMS FOR PENALTY	AMOUNT OF PENALTY / INCIDENTS IN RUPEES			
		NUMBER OF INCIDENTS			
1.	NON COMPLIANCE OF WEARING THE HALMETS	UPTO 3 INCIDENTS REPORTED	FROM 4-10 INCIDENTS REPORTED	FROM 11-20 INCIDENTS REPORTED	BEYOND 20 INCIDENTS REPORTED
	➤ BY THE LABOURERS	Nil	1000	2000	5000

	➤ BY THE SITE SUPERVISERS AND ENGINEERS	Nil	2000	5000	10000
2.	NON COMPLIANCE OF WEARING THE SAETY BELT, JAKET AND SAFETY SHOES	UPTO 3 INCIDENTS REPORTED	FROM 4-10 INCIDENTS REPORTED	FROM 11-20 INCIDENTS REPORTED	BEYOND 20 INCIDENTS REPORTED
	BY THE LABOURERS	Nil	2000	5000	10000
3.	NON INSTALLING THE SAFETY AND WARNING SIGNAGE	UPTO 2 INCIDENTS REPORTED	FROM 3-5 INCIDENTS REPORTED	FROM 6-10 INCIDENTS REPORTED	BEYOND 10 INCIDENTS REPORTED
		Nil	1000	2000	5000
4.	ANY OTHER BREACH OF SAFETY NORMS	UPTO 2 INCIDENTS REPORTED	FROM 3-5 INCIDENTS REPORTED	FROM 6-10 INCIDENTS REPORTED	BEYOND 10 INCIDENTS REPORTED
		Nil	1000	2000	5000

Sd/-

**(Dhruv Gupta), JKAS  
Asstt. Chief Executive Officer**

**No: CO/Proj./96-V/1218  
Dated: 11.12.2025**

**DETAILS OF ROCKFALL BARRIERS**

<b>S.No.</b>	<b>Locations</b>	<b>Capacity</b>	<b>Size</b>
<b>Location No. 04 (100m towards Adhkuwari from junction on Link Road)</b>			
1.	04/1	1000 KJ	40mx4m
2.	04/2	1000 KJ	50mx4m
<b>Location No. 07 (Ch. 0.925 to 1.000 km on Alternate Track)</b>			
3.	07/1	5000 KJ	40mx6m
4.	07/2	3000 KJ	30mx5m
5.	07/3	5000 KJ	29mx6m
6.	07/4	3000 KJ	30mx5m
7.	07/5	3000 KJ	29mx4m
<b>Location No. 14 (Ch. 3.850 to 4.250 km on Alternate Track)</b>			
8.	14/1	3000 KJ	60mx5m
9.	14/2	8000 KJ	25mx9m
10.	14/3	3000 KJ	50mx5m
11.	14/4	5000 KJ	30mx7m
12.	14/5	5000 KJ	20mx6m
<b>Location No. 16 (Ch. 5.075 to 5.375 km on Alternate Track)</b>			
13.	16/1	5000 KJ	30mx6m
14.	16/2	3000 KJ	50mx6m
15.	16/3	3000 KJ	20mx6m
16.	16/4	5000 KJ	35mx6m
17.	16/5	5000 KJ	40mx6m
18.	16/6	5000 KJ	15mx6m
19.	16/7	5000 KJ	30mx6m
<b>Location No. 17 (Ch. 5.450 to 5.525 km on Alternate Track)</b>			
20.	17/1	3000 KJ	25mx6m
21.	17/1	5000 KJ	25mx7m
<b>Location No. 12 (Ch. 3.075 to 3.250 km on Alternate Track)</b>			
22.	12/1	3000 KJ	10mx6m
23.	12/2	5000 KJ	25mx7m
24.	12/3	5000 KJ	30mx6m
25.	12/4	5000 KJ	15mx6m
26.	12/5	3000 KJ	75mx5m
<b>Location No. 15 (Ch. 4.650 to 4.975 km on Alternate Track)</b>			
27.	15/1	5000 KJ	30mx6m
28.	15/2	5000 KJ	30mx6m
29.	15/3	3000 KJ	50mx6m
30.	15/4	3000 KJ	65mx6m
31.	15/5	1000 KJ	20mx5m
<b>Location No. 25 (Ch. 2.175 to 2.225 km on Bhairav Nath Track)</b>			
32.	25/1	3000 KJ	50mx5m
33.	25/2	3000 KJ	52mx4m
<b>Location No. 32 &amp; 33 (Two Nalas crossing the New Track)</b>			
34.	32 & 33	Debris Flow Barriers	

**CONDITIONS OF THE CONTRACT ON SAFETY, HEALTH AND ENVIRONMENT (SHE)**

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## PART I- SHE MANAGEMENT

### **1.0 General**

#### 1.1 Scope

1.1.1 This document defines the principal requirements of the Employer on Safety, Health and Environment (SHE) associated with the contractor / sub-contractor and any other agency to be practiced at construction worksites and other associated works at all time.

#### 1.2 Definition / languages

##### 1.2.1 In this document

- i) The use of 'shall' indicates a mandatory requirement.
- ii) The use of 'should' indicates a guideline that is strongly recommended.
- iii) The use of 'may' indicates a guideline that is to be considered.
- iv) 'SHE' means Safety, Health and Environment.
- v) Employer means Shri Mata Vaishno Devi Shrine Board, (SMVDSB).
- vi) BOCWA means Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996
- vii) BOCWR means Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998
- viii) J&KBOCWR means Jammu & Kashmir Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules

#### 1.3 Application of this document

1.3.1 This document applies to all aspects of the contractor's scope of work, including those conducted by sub-contractors and all other agencies. There shall be no activity associated to the contract, which is exempted from the purview of this document.

#### 1.4 Purpose of this document

1.4.1 The objective of these guidelines is to ensure that adequate precautions are taken to avoid accidents, occupational illness and harmful effects on the environment during construction.

##### 1.4.2 This document:

- i) Describes the SHE interfaces between Employer and the Contractor.
- ii) Details the processes by which the contractor shall manage SHE issues while carrying out the work under the contract.

### **2.0 'SHE' Targets and Goals**

2.1 The SHE targets, goals and aim for the Works are to achieve:

- i) Zero total recordable injuries.
- ii) Zero reportable environmental incidents
- iii) All personnel inducted in accordance with the approved contractor SHE plan
- iv) Total compliance of conducting inspections and audits as per approved SHE plan
- v) 100% incident recording and reporting
- vi) 100% adherence of usage of appropriate PPEs at work.
- vii) Executing construction work with least disturbance to the environment and pilgrims.

### **3.0 Compliance**

#### 3.1 Primary statutory regulations

3.1.1 Contractor shall develop **thorough** understanding about Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, Central Rules 1998, J&K Govt. Rules, Building and Other Construction Workers' Welfare Cess Act, 1996

and Central Rules, 1998 and J&K Building Construction Workers' Welfare Board Rules, not only to satisfy the Inspectors' perspective but the use of legislation as the strong tool for effective SHE management at construction worksites.

Contractor is strongly advised to practice the principle of voluntary compliance.

3.1.2 In addition, the construction works shall be undertaken in accordance with all applicable legislation and Indian statutory requirements listed below but not limiting to:

- i) Indian Electricity Act 2003 and Rules 1956
- ii) National Building Code, 2005
- iii) Factories Act, 1948, J&K Factories Rules.
- iv) The Petroleum Act, 1934 and Rules 1976
- v) Gas Cylinder Rules, 2003
- vi) Indian Explosives Act. 1884, along with the Explosives substance Act 1908 and the Explosives Rules 1983
- vii) The (Indian) Boilers Act, 1923
- viii) The Public Liability Insurance Act 1991 and Rules 1991
- ix) Minimum Wages Act, 1948 and Rules 1950
- x) Contract Labour Act, 1970 and Rules 1971
- xi) Child Labour (Prohibitions & Regulations) Act, 1986 and Rules 1950
- xii) Environment Protection Act, 1986 and Rules 1986
- xiii) Air (Prevention and control of Pollution) Act, 1981
- xiv) Water (Prevention and Control of Pollution) Act, 1974
- xv) The Noise Pollution (Regulation & Control) Rules, 2000
- xvi) Recycled Plastic Usage Rules, 1998
- xvii) Notification, Central Ground Water Board Act January 1997
- xviii) Manufacture, Storage & Import of Hazardous Chemicals Rules, 1989
- xix) The Hazardous Waste (Management & Handling) Rules, 1989
- xx) Hazardous Waste Management Rules 1989 (as amended in 1999)
- xxi) Batteries (Management and Handling) Rules

### **3.2 Workman/Employee Compensation Act along with allied Rules**

3.2.1 The contractor shall ensure that all his employees / workmen are covered under 'Workmen/Employee Compensation Act' and shall pay compensation to his workmen as and when the eventuality for the same arises.

3.2.2 Notwithstanding the above Act/Rules, there is nothing to exempt the contractor from the purview of any other Act or Rule in Republic of India for the safety of men and materials.

3.2.3 If the requirements stated in this document are less stringent than or in conflict with the state's applicable legislation, the latter shall apply.

### **4.0 Contractor SHE Policy and Plan**

4.1 The contractor as per relevant Section of the BOCW Act, shall formulate a SHE policy and get it approved by appropriate authority and display it at conspicuous places at work sites in Hindi and a local language understood by the majority of construction workers.

4.2 Within 4 weeks of the notification of acceptance of the tender, the Contractor shall submit a detailed and comprehensive Contract specific SHE Plan. The SHE Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance of the contract provisions. The SHE Plan shall include the following but not be restricted to:

- i) A statement of the Contractor's policy, organisation and arrangements for SHE
- ii) The name(s) and experience of person(s) within the Contractor's proposed management who shall be responsible for co-ordinating and monitoring the

- Contractor's SHE performance;
- iii) The number of SHE staff who shall be employed on the Works, their responsibilities, authority and line of communication with the proposed Contractor's agent;
  - iv) A statement of the Contractor's policy and procedures for identifying and estimating hazards, and the measures for addressing the same;
  - v) A list of SHE hazards anticipated for this Contract and sufficient information to demonstrate the Contractor's proposals for achieving effective and efficient health and safety procedures;
  - vi) A description of the SHE training courses and emergency drills which shall be provided by the Contractor, with an outline of the syllabus to be followed;
  - vii) Details of the safety equipment which shall be provided by the Contractor, including personal protective equipment;
  - viii) A statement of the Contractor's policy and procedures for ensuring that Contractor's Equipment used on the Project Site are maintained in a safe condition and are operated in a safe manner;
  - ix) A statement of the Contractor's policy and procedures for ensuring that sub-contractors comply with the Contractor's safety plan;
  - x) A statement of the Contractor's disciplinary procedures with respect to SHE related matters, and
  - xi) A statement of the Contractor's procedure for reporting and investigating accidents, dangerous occurrences or occupational illnesses
- 4.3 The Contractor shall, from time to time and as necessary are required by the Employer to produce supplements to the SHE Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety, industrial health and environment obligations, responsibilities, policies and procedures relating to work on Site. Any and all submissions of supplements to the SHE Plan shall be made to the Employer in accordance with the agreed procedures.
- 4.4 If at any time the SHE plan is, in the Employer's opinion, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon and visitors to the Site, the Employer may instruct the Contractor to revise the SHE plan and the Contractor shall within 7 days submit the revised plan to the Employer for review.
- 4.5 Any omissions, inconsistencies and errors in the SHE Plan or the Employer's acceptance or rejection of the SHE Plan and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to site safety, industrial health and environment and shall not excuse any failure by the contractor to adopt proper and recognised safety practices throughout the execution of the Work.
- 4.6 The Contractor shall adhere to the SHE Plan and shall ensure, as far as practically possible, that all sub-contractors of all tiers require that contracting parties each have a copy of the Site SHE Plan and comply with its provisions.

## **5.0 Designer's role**

### **5.0 Designer's role in Safety, Health and Environment**

5.1 Designer's primary role includes to minimise the risk to health and safety of those who are going to construct, maintain, clean, repair, dismantle or demolish the structures and any one else like adjoining road users/general public, who might be affected by the work.

5.2 Duty to provide health and safety risks in the drawing itself

5.2.1 In case of situations where the designers have carried out the design work and concluded that there are risks, which was not reasonably practicable to avoid, detailed information shall be given about the health and safety risks, which remain. This information needs to be included with the design to alert others to the risks, which they cannot reasonably be expected to know. This is essential for the parties who have to use the design information.

5.2.2 If the designers' basic design assumptions affect health or safety, or health and safety risks are not obvious from the standard design document, the designer shall provide additional information. The information shall include a broad indication of the assumptions about the precautions for dealing with the risks. The information will need to be conveyed in a clear manner; it shall be included on drawings, in written specifications or outline method statements. The level of detail to be recorded will be determined by the nature of the hazards involved and the associated level of risk.

5.3 Employer's approval

5.3.1 Every structure like scaffold, falsework, earth retaining structures etc. shall have its design calculations included in the method statements in addition to health and safety risks. Employers' designer or his approved proof check consultants as applicable as per the contract conditions shall approve all these designs.

5.4 Any non-standard structures like trestles made up of re-bars or structures which are very old, corroded, repaired for many times etc. for which no design calculations can be made accurately from any national standards, shall not be allowed to be used at sites even for short duration.

5.5 If any of the above mentioned clauses are not adhered penalty shall be imposed depending upon the gravity of the unsafe act and or condition

## **6.0 Contractor SHE Organisation**

6.1 Education and Experience

6.1.1 The contractor shall appoint the required SHE personnel based upon the statutory requirement and establish the safety organisation. The minimum educational qualification and the work experience shall be as prescribed in state rules or employers norms.

6.1.2 **In order to effectively interact on labour welfare matters with the Employer and the statutory authorities enforcing the labour welfare legislations, every contractor shall employ a full time Labour Welfare Officer duly qualified and experienced.**

6.2 Conduct and competency

6.2.1 The conduct and functioning of the contractor SHE personnel shall be monitored by the Employer. Any default or deficiency shall attract penalty.

6.2.2 The Contractor shall ensure that all personnel are competent to perform the job assigned to them. In the event that the Contractor is unable to demonstrate the competency of any person whose activities can directly impact on the Works' SHE performance, the Employer shall remove that person from the site without any procedural formalities.

6.3 Approval from Employer

6.3.1 The name, address, educational qualification, work experience and health condition of each personnel deployed for SHE jobs shall be submitted to the Employer for comments and approval well before the start of the work. Only on approval by the Employer these personnel are authorised to work. In case any of the SHE personnel leaves the contractor the same shall be intimated to the Employer. The contractor shall recruit new personnel and fill up the vacancy.

6.4 Responsibility of SHE personnel

6.4.1 For all works carried out by the contractor and his sub-contractors, the responsibility of ensuring the required SHE manpower lies with the main contractor only. It shall be the responsibility of the main contractor to provide required SHE manpower for all the works

executed by all contractors. Necessary conditions shall be included in all sub-contract documents executed by the main contractor.

## 6.5 Inadequate SHE personnel

6.5.1 In case if the contractor fail to provide the required manpower as illustrated or fail to fill up vacancies created within 14 days, the same shall be provided by the Employer at contractor's cost. Any administrative expenses involved to provide the same like paper advertisement or manpower consultant charges, etc shall also be at the cost of contractor.

## 7.0 Contractor SHE Committee

7.1 All employees should be able to participate in the making and monitoring of arrangements for safety, industrial health and environment at their place of work. The establishment of site SHE committees in which employees and Contractor and sub-contractor management are represented can increase the involvement and commitment of employees. The contractor shall ensure the formation and monitor the functioning of contractor SHE committees.

## 7.2 Terms of Reference

7.2.1 The Terms of Reference for the committee shall be as follows;

- i) To establish company safety policies and practices
- ii) To monitor the adequacy of the contractor's site SHE plan and ensure its implementation
- iii) To review SHE training
- iv) To review the contractor's monthly SHE report.
- v) To identify probable causes of accident and unsafe practices in building or other construction work and to suggest remedial measures.
- vi) To stimulate interest of Employer and building workers in safety by organizing safety week, safety competition, talks and film-shows on safety, preparing posters or taking similar other measures as and when required or as necessary.
- vii) To go round the construction site with a view to check unsafe practices and detect unsafe conditions and to recommend remedial measures for their rectifications including first-aid medical and welfare facilities.
- viii) Committee team members should perform a site inspection before every committee meetings and to monitor SHE inspection reports.
- ix) To bring to the notice of the Employer the hazards associated with use, handling and maintenance of the equipment used during the course of building and other construction work
- x) To suggest measures for improving welfare amenities in the construction site and other miscellaneous aspect of safety, health and welfare in building or other construction work.
- xi) To look into the health hazards associated with handling different types of explosives, chemicals and other construction materials and to suggest remedial measures including personal protective equipment.
- xii) To review the last safety committee meeting minutes and to take action against persons/sub-contractors for non-compliance if any.

7.3 Within 14 days of award of contract, the SHE committee shall be constituted and notification regarding the same shall be communicated to the members and employees

7.4 Site SHE Committee meeting shall be conducted at least once in a **month** with the minimum members listed below:

Chairman	Projects Manager
Secretary	SHE Manager (In-charge)
Members	i) Labour Welfare Officer

	<ul style="list-style-type: none"> <li>ii) In charge of plant and machinery</li> <li>iii) In charge of site electricals</li> <li>iv) In charge of stores.</li> <li>v) Senior Managers/ Engineers heading different sub functions.</li> <li>vi) Sub – contractor’s representative</li> <li>vii) Labour Contractor’s representative</li> <li>viii) Workers’ representative</li> <li>ix) SHE staffs</li> </ul>
Employer’s Representatives	SMVDSB Site in-charge and other representatives

7.5 Agenda

7.5.1 The Secretary shall circulate the agenda of the meeting at least seven working days in advance of the scheduled date of the meeting to all members.

7.5.2 The agenda should broadly cover the following:

- i) Confirmation of minutes
- ii) Chairman’s review/overview of site SHE performance / condition
- iii) Previous month SHE statistics
- iv) Incident and Accident Investigation / dangerous occurrence / near miss report
- v) Site SHE inspection
- vi) Sub-contractors’ SHE issues
- vii) Safety presentation by Members
- viii) Report from Employer
- ix) Matters arising
- x) Any other business

7.6 Minutes of the meeting

7.6.1 The Minutes of the meeting shall be prepared and sent to all members within 2 working days preferably by mail/fax followed by hardcopy. Safety Committee meeting minutes shall also be displayed in the notice board for wider publicity to all concerned.

7.7 Disciplinary Action

7.7.1 The chairman shall inform the members of any outstanding issues in the meeting and in case of repeated offence/ non-compliance by some members or other co/sub contractors and propose suitable disciplinary action including provisions of monetary penalty as per the relevant contract clauses, the Employer shall ensure that the same is implemented.

**8.0 ID Card and First day at work, SHE orientation training**

8.1 The Contractor shall ensure that all personnel working at the site receive an induction SHE training explaining the nature of the work, the hazards that may be encountered during the site work and the particular hazards attached to their own function within the operation.

8.2 **All personnel shall be issued a photo identity card of size 85mm x 55mm duly signed by the authorized representative of the contractor before they are engaged for any work.**

**9.0 SHE Training**

9.1 The contractor shall organise quality SHE training to engage Managers, supervisors and other personnel in behavioural change and improve safety performance.

9.2 The refresher-training programme to all employees shall be conducted once in six months.

9.3 Toolbox talk shall be conducted to all high-risk workmen everyday.

- 9.4 On-the spot practical skill development training on height safety including scaffold safety, crane safety, welding safety, electrical safety etc shall also be conducted to all foremen/workmen who were associated to the concerned jobs.
- 9.5 Daily Safety Oath shall be taken by every employee including workman without fail.
- 9.6 **In case of failure on the part of the contractor to provide all the above-mentioned training programs to all employees in time, the same shall be provided by the Employer through accredited agencies if required by formulating a common scheme to all contractors. Any administrative expenses and training fee towards the same shall be at the cost of the contractor.**

## **10.0 SHE Inspection**

10.1 The contractor shall evolve and administer a system of conducting SHE inspections and other risk management analysis on a periodical basis. The purpose of SHE inspection is to identify any variation in construction activities and operations, machineries, plant and equipment and processes against the SHE Plan and its supplementary procedures and programs.

### 10.1.1 Routine Inspection

10.1.1.1 Routine inspections are often referring to the inspection of work site, equipment and temporary structures performed by site and equipment operators and temporary structure erectors.

Inspections that will be classified under this inspection program are:

- i) Daily Inspection of plant and equipment by operator
- ii) Weekly Inspection of scaffold by scaffolding supervisor
- iii) Monthly Inspection of electrical hand tools by competent electrical supervisor
- iv) Quarterly Inspection of temporary electrical systems by competent electrical supervisor
- v) Half-yearly inspection of lifting machinery, lifting appliances, equipment and gears by Govt. approved competent person.

10.1.1.2 The list mentioned above is not exhaustive. Contractor may add additional categories. Contractors' Site SHE Manager will ensure that a system of routine inspections are carried out periodically to all plants, equipment, powered tools and any other temporary structures that will pose a hazard to operators and workmen.

### 10.1.2 Specific Inspection

10.1.2.1 Specific inspections are performed on activities without a predetermined date. Competent supervisors usually perform inspections for ensuring an activity whether it is executed in accordance to a general set of rules; method statement submitted or developed procedures. The following are examples that will be commonly performed as required on the construction site:

- i) Inspection performed before a heavy lifting operation.
- ii) Inspection performed before and after the entry of person into a confined space.
- iii) Inspection performed before and after a welding and gas cutting operation.

The list mentioned above is not exhaustive. The contractor shall ensure that a competent supervisor inspects all high-risk processes and activities.

### 10.1.3 Other Inspection

Other inspections includes the following:

- i) Mandatory Inspections by Labour Department of Government.
- ii) SMVDSB site SHE management team

10.1.4 The contractor shall prepare all required safety inspection checklist for all activity operations and equipment. Checklists will be prepared based on the Indian standards, rules and regulations and Employer's requirements. The formats provided in the Project SHE manual may be referred.

10.1.5 All inspection records and reports will be properly kept and filed for audit purpose. Inspection reports of Planned General Inspection and Routine Inspection will be used for discussion during Safety Committee Meetings.

## **11.0 SHE Audit**

### **11.1 General**

11.1.1 The purpose and scope of SHE audit is to assess potential risk, liabilities and the degree of compliance of construction Safety, Health & Environmental plan and its supplementary procedures and programs against applicable and current SHE legislation regulations and requirements of the employer.

11.1.2 Project Manager holds the ultimate responsibility in ensuring implementation of SHE audit program during the construction work.

### **11.2 External SHE Audit**

11.2.1 External SHE audits are to be conducted by external agencies that are competent with ISO qualified auditors with the prior approval of the Employer.

#### **11.2.2 Areas of competence of Audit team**

11.2.2.1 Practical understanding of BOCW Act and Rules, statutory requirements on health/medical and welfare of workmen, construction hazards and its prevention and control, electrical safety, rigging, safety of construction equipment and environment management.

11.2.3 Audit shall be conducted as per the guidelines of ISO, ILO, and national standards. Audit report shall also be presented as per the above formats.

**11.2.4 External SHE audit shall be conducted on a quarterly basis throughout the currency of the contract.**

#### **11.2.5 Reporting:**

11.2.5.1 Audit report shall be prepared and directly sent to the Employer within 7 days of conducting the audit with a copy to the contractor.

#### **11.2.6 Conformity Report & Action by Employer**

11.2.6.1 The auditor shall inspect the site after 14 days of conducting initial audit for checking the adequacy of implementation of items maintained under priority 1 by the contractor and shall submit a conformity / non-conformity report to the Employer with a copy to the contractor.

11.2.6.2 The auditor shall again inspect after 28 days of conducting initial audit for checking the adequacy of implementation of items mentioned under priority 2 by the contractor and shall submit a conformity / non-conformity report to the Employer with a copy to the contractor.

11.2.6.3 In case of non-conformity of items mentioned by auditor, the Employer shall take necessary steps including stoppage of work and or imposing any penalty for getting the item implemented.

#### **11.2.7 Failure of contractor to conduct External SHE Audit**

**11.2.7.1 If the contractor fails to conduct the external SHE audit in time, the Employer at the cost of contractor shall get it done.**

## **12.0 SHE Communication**

12.1 The contractor shall take every effort to communicate the Safety, Occupational health and Environment management measures through posters campaigns / billboards / banners / glow signs being displayed around the work site as part of the effort to rise safety awareness amongst to the work force. Posters should be in Hindi, English and other suitable language deemed appropriate. Posters / billboards / banners/ glow signs should be changed at least once in a month to maintain the impact.

## **13.0 SHE Submittals to the Employer**

13.1 The contractor's SHE management should send the following reports to the Employer periodically:

- i) Daily Reporting of total no of workmen
- ii) Monthly SHE Report
- iii) SHE Committee Meeting Minutes
- iv) SHE Inspection Reports
- v) SHE External Audit Reports

### **13.2 Monthly SHE Report**

13.2.1 The contractor shall prepare a monthly SHE report consisting of the following and submit within 7<sup>th</sup> of next month to the Employer:

- i) Monthly man-hour details
- ii) Monthly accident / incident details
- iii) SHE committee details
- iv) Details of SHE training conducted in the month
- v) SHE Inspection
- vi) SHE internal audit details like electrical audit etc.
- vii) SHE Communication activities under taken in the month indicating the number of posters displayed and balance availability in stock.
- viii) Air quality / Noise monitoring details
- ix) Toolbox talks details
- x) PPE details: Quantity purchased, issued to the workmen and stock available.
- xi) No of critical excavations
- xii) Health & Welfare activities
- xiii) Safety walk conducted by Contractors' Project Manager in the month
- xiv) SHE Activities planned for next month

## **14.0 Accident reporting and investigation**

### **14.1 Reporting to Employer**

14.1.1 All accidents and dangerous occurrences shall immediately be informed verbally to the Employer. This will enable the Employer to reach to the scene of accident / dangerous occurrences to monitor/assist any rescue work and/or start conducting the investigation process so that the evidences are not lost.

14.1.2 Reports of all accidents (fatal / injury) and dangerous occurrences shall also be sent within 24 hours

**14.1.3 No accident / dangerous occurrences is exempted from reporting to the Employer.**

**14.1.4 Any wilful delay in verbal and written reporting to the Employer shall be penalised as per relevant clause.**

## 14.2 Reporting to Govt. organisations

14.2.1 In addition to the above verbal and written reporting to the Employer, as per relevant Rule of BOCWR, notice of any accident to a worker at the building or construction site that:

- a) causes loss of life; or
- b) disables a worker from working for a period of 48 hours or more immediately following the accident;
- c) shall forthwith be sent by telegram, telephone, fax, or similar other means including special messenger within four hours in case of fatal accidents and 72 hours in case of other accidents, to:
  - i) the Regional Labour Commissioner, wherein the contractor has registered the firm/work
  - ii) the board with which the worker involved was registered as a beneficiary;
  - iii) the next of kin or other relative of the worker involved in the accident;

14.2.2 Further, notice of accident shall be sent in respect of an accident which

- (a) causes loss of life; or
- (b) disables the injured worker from work for more than 10 days to
  - i) the officer-in-charge of the nearest police station;
  - ii) the District Magistrate or, if the District Magistrate by order so desires, to
  - iii) the Sub-Divisional Magistrate

14.2.3 In case of an accident causing minor injury, first-aid shall be administered and the injured worker shall be immediately transferred to a hospital or other place for medical treatment.

14.2.4 Where any accident causing disablement that subsequently results in death, notice in writing of such death, shall be sent to the appropriate authorities within 72 hours of such death.

14.2.5 Reporting of dangerous occurrences:

14.2.5.1 The following classes of dangerous occurrences shall be reported to the Inspector having jurisdiction, whether or not any disablement or death caused to the worker, namely:

- (a) collapse or failure of lifting appliances, or hoist, or conveyors, or similar equipment for handling of building or construction material or breakage or failure of rope, chain or loose gears; or overturning of cranes used in construction work;
- (b) falling of objects from height;
- (c) collapse or subsidence of soil, tunnel, pipe lines, any wall, floor, gallery, roof or any other part of any structure, platform, staging, scaffolding or means of access including formwork;
- (d) explosion of receiver or vessel used for storage of pressure greater than atmospheric pressure, of any gas or gases or any liquid or solid used as building material;
- (e) fire and explosion causing damage to any place on construction site where building workers are employed;
- (f) spillage or leakage of any hazardous substance and damage to their container;
- (g) collapse, capsizing, toppling or collision of transport equipment;
- (h) leakage or release of harmful toxic gases at the construction site;

14.2.6 In case of failure of lifting appliance, loose gear, hoist or building and other construction work, machinery and transport equipment at a construction site, such appliances, gear, hoist, machinery or equipment and the site of such occurrence shall, as far as practicable, be kept undisturbed until inspected by the Authorities;

14.2.7 Every notice given for fatal accidents or dangerous occurrences shall be followed by a written report to the concerned Authorities under relevant Section of BOCWA and the Director General in the specified Form of BOCWR.

### **14.3 Accident investigation**

#### **14.3.1 General**

- 14.3.1.1 Investigations should be conducted in an open and positive atmosphere that encourages the witnesses to talk freely. The primary objective is to ascertain the facts with a view to prevent future and possibly more serious occurrences
- 14.3.1.2 Accidents and Dangerous Occurrences which result in death, serious injury or serious damage must be investigated by the Contractor immediately to find out the cause of the accident/occurrence so that measures can be formulated to prevent any recurrence.
- 14.3.1.3 Near misses and minor accidents should also be investigated by the Contractor as soon as possible as they are signals that there are inadequacies in the safety management system.

#### **14.4 Employers' independent incident investigation**

- 14.4.1 In case of fatal / dangerous occurrence the Employer shall also conduct independent investigation. Contractor and his staff shall extend necessary co-operation and testify about the accident.
- 14.4.2 The contractor shall take every effort to preserve the scene of accident till the Employer completes the investigation.
- 14.4.3 All persons summoned by the Employer in connection to witness recording shall obey the instructions with out delay. Any wilful suppression of information by any person shall be removed from the site immediately and / or punishable as per relevant penalty clause.

### **15.0 Emergency preparedness plan**

- 15.1 The Contractor shall prepare an Emergency Response Plan for all work sites as a part of the Contractor SHE Plan. The plan shall integrate the emergency response plans of the Contractor and all other subcontractors. The Emergency Response Plan shall detail the Contractor's procedures, including detailed communications arrangements, for dealing with all emergencies that could affect the Site. This include where applicable, injury, sickness, evacuation, fire, chemical spillage, severe weather and rescue.
- 15.2 The contractor shall ensure that an Emergency Response Plan is prepared to deal with emergencies arising out of:
  - i) Fire and explosion
  - ii) Collapse of lifting appliances and transport equipment
  - iii) Collapse of building, sheds or structure etc.
  - iv) Gas leakage or spillage of dangerous goods or chemicals
  - v) Bomb threatening, Criminal or Terrorist attack
  - vi) Drowning of workers
  - vii) Landslides getting workers buried
  - viii) Floods, Earthquake, storms and other natural calamities.
- 15.5 It shall be the responsibility of the contractor to keep the Local Law & Order Authorities informed and seek urgent help, as the case may be, so as to mitigate the consequences of an emergency. Prompt communication to SMVDSB, telephonically initially and followed by a written report, shall be made by the contractor.

**16.0 Experts / Agencies for SHE services**

16.1 Contractors may utilise the services of experts/agencies empanelled under relevant Rule of BOCWR and that of J&KBOCWR for the purpose of training, internal audit and any other SHE services with prior approval of the Employer.

16.2 In every case prior approval of the Employer is mandatory.

## PART – II : SAFETY

### 17.0 Working at Height

#### 17.1 Organisation and planning

The contractor shall ensure that work at height is

- i) properly planned for any emergencies and rescue
- ii) appropriately supervised; and
- iii) carried out in a manner, which is reasonably practicable safe.

17.2 The contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardise the health or safety of persons involved in the work.

#### 17.3 Competence

The contractor shall ensure that no person engages in any activity, including organization, planning and supervision, in relation to work at height or work equipment for use in such work unless he is competent to do so or, if being trained, is being supervised by a competent person.

#### 17.4 Avoidance of risks from work at height

The contractor shall ensure that work is not carried out at height where it is reasonably practicable to carry out the work safely otherwise than at height.

17.5 Where work is carried out at height, the contractor shall take suitable and sufficient measures as given below to prevent, so far as is reasonably practicable, any person **falling a distance liable to cause personal injury**.

#### 17.6 Fragile surfaces

17.6.1 The contractor shall ensure that no person at work passes across or near, or working on, from or near, a fragile surface where it is reasonably practicable to carry out work safely and under appropriate ergonomic conditions without his doing so.

#### 17.7 Falling objects

17.7.1 The contractor shall, where necessary to prevent injury to any person, take suitable and sufficient steps to prevent, so far as is reasonably practicable, the fall of any material or object.

17.7.2 Every employer shall ensure that materials and objects are stored in such a way as to prevent risk to any person arising from the collapse, overturning or unintended movement of such materials or objects.

#### 17.8 Danger areas

17.8.1 Without prejudice to the preceding requirements of these Regulations, every contractor shall ensure that

- (a) where a workplace contains an area in which, owing to the nature of the work, there is a risk of any person at work
  - i) falling a distance; or
  - ii) being struck by a falling object,which is liable to cause personal injury, the workplace is so far as is reasonably practicable equipped with devices preventing unauthorised persons from entering such area; and
- (b) such area is clearly indicated.

## 17.9 Requirements for collective safeguards for arresting falls

- i) Collective safeguard are a safety net, airbag or other collective safeguard for arresting falls
- ii) A safeguard shall be used only if
  - (a) a risk assessment has demonstrated that the work activity can so far as is reasonably practicable be performed safely while using it and without affecting its effectiveness;
  - (b) the use of other, safer work equipment is not reasonably practicable; and
  - (c) a sufficient number of available persons have received adequate training specific to the safeguard, including rescue procedures.
- iii) A safeguard shall be suitable and of sufficient strength to arrest safely the fall of any person who is liable to fall.
- iv) A safeguard shall
  - (a) in the case of a safeguard which is designed to be attached, be securely attached to all the required anchors, and the anchors and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of safely supporting the foreseeable loading in arresting any fall and during any subsequent rescue;
  - (b) in the case of an airbag, landing mat or similar safeguard, be stable; and
  - (c) in the case of a safeguard, which distorts in arresting a fall, afford sufficient clearance.
- v) Suitable and sufficient steps shall be taken to ensure, so far as practicable, that in the event of a fall by any person the safeguard does not itself cause injury to that person.

## 17.10 Requirements for personal fall protection systems

- i) A personal fall protection system shall be used only if
  - (a) a risk assessment has demonstrated that
    - (i) the work can so far as is reasonably practicable be performed safely while using that system; and
    - (ii) the use of other safer work equipment is not reasonably practicable; and
  - (b) the user and a sufficient number of available persons have received adequate training specific to the operations envisaged, including rescue procedures.
- ii) A personal fall protection system shall
  - (a) be suitable and of sufficient strength for the purposes for which it is being used having regard to the work being carried out and any foreseeable loading;
  - (b) where necessary, fit the user;
  - (c) be correctly fitted;
  - (d) be designed to minimise injury to the user and, where necessary, be adjusted to prevent the user falling or slipping from it, should a fall occur; and
  - (e) be so designed, installed and used as to prevent unplanned or uncontrolled movement of the user.
- iii) A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading.
- iv) Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system.

## 17.11 Requirements for Ladders

- 1) Every contractor shall ensure that a ladder is used for work at height only if a risk assessment has demonstrated that the use of more suitable work equipment is not justified because of the low risk and
  - i) The short duration of use; or
  - ii) Existing features on site, which he cannot alter.
- 2) Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it.
- 3) A ladder shall be so positioned as to ensure its stability during use
- 4) A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented.
- 5) A portable ladder shall be prevented from slipping during use by -
  - i) securing the stiles at or near their upper or lower ends;
  - ii) an effective anti-slip or other effective stability device; or
  - iii) any other arrangement of equivalent effectiveness.
- 6) A ladder used for access shall be long enough to protrude sufficiently above the place of landing to which it provides access, unless other measures have been taken to ensure a firm handhold.
- 7) No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.
- 8) A mobile ladder shall be prevented from moving before it is stepped on.
- 9) Where a ladder or run of ladders raises a vertical distance of 9 metres or more above its base, there shall, where reasonably practicable, be provided at suitable intervals sufficient safe landing areas or rest platforms.
- 10) Every ladder shall be used in such a way that
  - (a) a secure handhold and secure support are always available to the user; and
  - (b) the user can maintain a safe handhold when carrying a load unless, in the case of a step ladder, the maintenance of a handhold is not practicable when a load is carried, and a risk assessment has demonstrated that the use of a stepladder is justified because of
    - (i) the low risk; and
    - (ii) the short duration of use.

## 18.0 Lifting Appliances and Gear

- 18.1 Lifting appliances means a crane, hoist machinery, derrick, winch, gin pole, sheer legs, jack, hoist drum, slewing machinery, slewing bearing fasteners, luffing machinery sheaves, pulley blocks, hooks or other equipment used for lifting materials, objects or building workers and lifting gears means ropes, chain slings, shackles, hooks, lifting lugs, wire ropes, lifting eyebolts and eyenuts and other accessories of a lifting appliance.
- 18.2 No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against:
- i) the weights, dimensions and lift radii of the heaviest and largest loads
  - ii) the maximum lift height, the maximum lift radius and the weight of the loads that must be handled at each
  - iii) the number and frequency of lifts to be made
  - iv) how long the crane will be required on site
  - v) the type of lifting to be done (for example, is precision placement of loads important?)
  - vi) the type of carrier required (this depends on ground conditions and machine capacity  
In its operating quadrants: capacity is normally greatest over the rear, less over the side, and non-existent over the front
  - vii) whether loads will have to be walked or carried
  - viii) whether loads will have to be suspended for lengthy periods

- ix) the site conditions, including the ground where the machine will be set up, access roads and ramps it must travel, space for erection and any obstacles that might impede access or operation
- 18.3 The contractor shall ensure that a valid certificate of fitness issued is available for all lifting appliances including synchronised mobile jacks, pre-stressing hydraulic jacks, jacks fitted with launching girders etc. and Employers approval before inducting to the site. **Only after obtaining the approval from the Employer any lifting appliances and gear shall be used.**
- 18.4 The laminated photocopies of fitness certificate issued by competent person, the Employers' approval letter, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.
- 18.5 **All lifting appliances and loose gears shall be clearly marked for its safe working load and identification by stamping or other suitable means.**
- 18.6 The contractor shall also maintain a register containing a system of identification of all tools and tackles, its date of purchase, safe working load, competent person date of examination etc.
- 18.7 Test and periodical examination of lifting appliances and gears
- 18.7.1 All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability. Within the validity, if the lifting appliances are shifted to a new site, re-examination by the same competent person for ensuring its safety shall also be done.
- 18.7.2 Contractors can utilise the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories with the permission of the Employer.
- 18.7.3 All alarms and signals like automatic safe load indicators (SLI), boom angle indicators, boom extension indicators, over lift boom alarm, swing alarm, hydraulic safety valves, mechanical radius indicators, load moment indicators etc. shall be periodically examined and maintained always in working condition
- 18.8 Qualification of operator of lifting appliances and of signaller etc
- 18.8.1 The contractor shall not employ any person to drive or operate a lifting machine like crane, hydra etc whether driven by mechanical power or otherwise or to give signals to work as a operator of a rigger or derricks unless he
- i) is above twenty-one years of age and possesses a valid heavy transport vehicle driving licence as per Motor Vehicle Act and Rules.
  - ii) is absolutely competent and reliable
  - iii) possesses the knowledge of the inherent risks involved in the operation of lifting appliances by undergoing a formal training at any institution of national importance acceptable to Employer
  - iv) is medically examined periodically as specified in schedule VII of BOCW Rules.
- 18.9 **Mandatory rigging requirements**
- 18.9.1 Rigging shall be done under experienced and qualified rigger only.
- 18.9.2 The primary requirement in rigging shall be to assess the weight of load before attempting any lift.
- 18.9.3 All hooks shall be fitted with Master Rings having certificate of fitness from the competent person, so that the hooks are subjected to balanced vertical loading only.

- 18.9.4 Only four legged slings shall be allowed which includes master link (ring), intermediate master link (ring) if necessary, chain / wire rope sling, sling hook or other terminal fitting.
- 18.9.5 Hand spliced slings up to 32mm diameter shall not be used at site for any lifting purpose.
- 18.9.6 No load shall be slewed over public areas without stopping the pedestrians and road traffic first.
- 18.9.7 Requirements of outriggers
- i) All outriggers shall be fully extended and at all tyres are clear of the ground
  - ii) Heavy duty blocking having large bearing area shall be necessary to prevent sinking of floats
- 18.9.8 All loads shall have tag-lines attached in order to ensure that the load can be controlled at all times.
- 18.9.9 No close working to any live overhead power line is permitted without the operation of a strict Permit to Work.
- 18.9.10 Minimum lighting is to be ensured at all lifting operations.
- 18.10 Failure to do any of the above shall attract penalty from the Employer as per relevant clause

## **19.0 Construction machinery**

- 19.1 Construction machineries may include dumpers and dump trucks, lift trucks and telescopic handlers piling rigs, vibro hammers, rail welding equipments, mobile elevating work platforms, cranes, tipper lorries, lorry loaders, skip wagons, 360° excavators, 180° backhoe loaders, crawler tractors, scrapers, graders, loading shovels, trenchers, side booms, pavers, planers, chippers, road rollers, locomotives, tankers and bowsers, trailers, hydraulic and mechanical breakers etc.
- 19.2 Safe worthiness certificate
- 19.2.1 Every construction equipment shall be in sound mechanical working condition and certified by either competent person under Factories Act or manufacturers' warranty in case of brand new equipments or authorized persons / firms approved by Employer before induction to any site.
- 19.2.2 Every such certificate shall have the date of purchase, main overhauling undertaken in the past, any accident to the equipment, visual examination details, critical components safety check, list of safety devises and its working condition, manufacturer's maintenance checklist, past projects wherein the equipments were used etc as its minimum content.
- 19.3 **Reverse Horns**
- 19.3.1 All Vehicles shall be fitted with audible reverse alarms and maintained in good working condition. Reversing shall be done only when there is adequate rear view visibility or under the directions of a banksman
- 19.4 **Penalty**
- 19.4.1 **If any of the above clauses are not adhered, penalty shall be imposed as per relevant clause depending upon the gravity of the unsafe act and or condition.**

## **20.0 Machine and general area guarding**

20.1 The contractor shall ensure at the construction site all motors, cogwheels, chains and friction gearing, flywheels, shafting, dangerous and moving parts of machinery are securely fenced or legged. The fencing of dangerous part of machinery is not removed while such machinery is in motion or in use.

## **21.0 Manual lifting and carrying of excessive weight**

21.1 The contractor shall ensure at his construction site of a building or other construction work that no building worker lifts by hand or carries overhead or over his back or shoulders any material, article, tool or appliances exceeding in weight as said below as per Rule 38 of BOCWR, Unless aided by another building worker or device.

<b>Person</b>	<b>Maximum weight in kg.</b>
Adult man	55
Adult woman	30

21.2 No building worker aided by other building worker shall lift or carry weight higher than or exceeding the sum of total of maximum limits set out for each building worker separately as mentioned in the table above.

## **22.0 Hand Tools and Power Tools**

22.1 General

22.1.1 The contractor is wholly responsible for the safe condition of tools and equipment used by his employees and that of his sub-contractors.

22.1.2 Use of short / damaged hand tools shall be avoided and the contractor shall ensure all his hand tools used at his worksite are safe to work with or stored and shall also train his employees (including his sub-contractors) for proper use thereby.

22.1.3 All hand tools and power tools shall be duly inspected before use for safe operation.

22.1.4 All hand tools and power tools shall have sufficient grip and the design specification on par with national/international standards on anthropometrics.

22.2 Hand tools

22.2.1 Hand tools shall include saws, chisels, axes and hatches, hammers, hand planes, screw drivers, crow bars, nail pullers.

22.2.2 The contractor shall ensure that,

- i) For crosscutting of hardwood, saws with larger teeth points (no. of points per inch) shall be preferred to avoid the saw jumping out of the job.
- ii) Mushroom headed chisels shall not be used in the worksite where the fragments of the head may cause injury.
- iii) Unless hatchet has a striking face, it shall be used as a hammer.
- iv) Only knives of retractable blades shall be used in the worksite.
- v) No screwdrivers shall be used for scraping, chiselling or punching holes.
- vi) A pilot hole shall always be driven before driving a screw.
- vii) Wherever necessary, usage of proper PPEs shall be used by his employees.

## 22.3 Power tools

22.3.1 Power tools include drills, planes, routers, saws, jackhammers, grinders, sprayers, chipping hammers, air nozzles and drills.

22.3.2 The contractor shall ensure that

- i) Electric tools are properly grounded or / and double insulated.
- ii) GFCIs/ RCCBs shall be used with all portable electric tool operated especially outdoors or in wet condition.
- iii) Before making any adjustments or changing attachments, his workers shall disconnect the tool from the power source.
- iv) When operating in confined spaces or for prolonged periods, hearing protection shall be required. The same shall also apply to working with equipments, which gives out excessive noise.
- v) Tool is held firmly and the material is properly secured before turning on the tool.
- vi) All drills shall have suitable attachments respective of the operations and powerful for ease of operation.
- vii) When any work / operation need to be performed repeatedly or continuously, tools specifically designed for that work shall be used. The same is applicable to detachable tool bit also.
- viii) Size of the drill shall be determined by the maximum opening of the chuck n case of drill bit.
- ix) Attachments such as speed reducing screwdrivers and buffers shall be provided to prevent fatigue and undue muscle strain to his workers.
- x) Stock should be clamped or otherwise secured firmly to prevent it from moving.
- xi) Workers shall never stand on the top of the ladder to drill holes in walls / ceilings, which can be hazardous, instead standing on the fourth or fifth rung shall be recommended.
- xii) Electric plane shall not be operated with loose clothing or long scarf or open jacket.
- xiii) Safety guards used on right angle head or vertical portable grinders must cover a minimum of 180<sup>o</sup> of the wheel and the spindle / wheel specifications shall be checked.
- xiv) All power tools / hand tools shall have guards at their nip points.
- xv) Low profile safety chain shall be used in case of wood working machines and the saw shall run at high rpm when cutting and also correct chain tension shall be ensured to avoid "kickback".
- xvi) Leather aprons and gloves shall be used as an additional personal protection auxiliary to withstand kickback.
- xvii) Push sticks shall be provided and properly used to hold the job down on the table while the heels moves the stock forward and thus preventing kickbacks.
- xviii) Air pressure is set at a suitable level for air actuated tool or equipment being used. Before changing or adjusting pneumatic tools, air pressure shall be turned off.
- xix) Only trained employees shall use explosive actuated tools and the tool shall also be unloaded when not in use.
- xx) Usage of such explosive actuated tools shall be avoided in case of places where explosive/flammable vapours or gases may be present.
- xxi) Explosive actuated tools and their explosives shall be stored separately and be taken out and loaded only before the time of immediate use.
- xxii) Misfired cartridges of explosive actuated tools must be placed in a container of water and be removed safely from the project.
- xxiii) No worker shall point any power operated / hand tool to any other person especially during loading / unloading.

## 23.0 Welding, Gouging and Cutting

23.1 Gas cylinders in use shall be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap shall be kept in place to protect the valve when the cylinder is not connected for use.

- 23.2 Hose clamp or clip shall be used to connect hoses firmly in both sides of cylinders and torches.
- 23.3 All gas cylinders shall be fixed with pressure regulator and dial gauges
- 23.4 Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch.
- 23.5 Domestic LPG cylinders shall not be used for Gas welding and Cutting purpose.
- 23.6 DCP or CO<sub>2</sub> type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should confirm to relevant IS Code.
- 23.7 Use firewatchers if there is a possibility of ignition unobserved by the operator (e.g. on the other side of bulkheads).
- 23.8 Oxygen cylinders and flammable gas cylinders shall be stored separately, at least 6.6 meters (20 feet) apart or separated by a fire proof, 1.6 meters (5 feet) high partition. Flammable substances shall not be stored within 50 feet of cylinder storage areas.
- 23.9 Transformer used for electrical arc welding shall be fixed with Ammeter and Voltmeter and also fixed with separate main power switch.
- 23.10 Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.
- 23.11 Use a low voltage open circuit relay device if welding with alternating current in constricted or damp places.
- 23.12 Take precautions against the risk of increased fume hazards when welding with chrome containing fluxed consumables or high current metal inert gas (MIG) or tungsten inert gas (TIG) processes.
- 23.13 Avoid being in contact with water or wet floors when welding. Use duckboards or rubber protection.
- 23.14 All electrical installations shall meet the IS: 5571: 1997 and NFPA 70 for gas cylinder storage area and other hazardous areas.
- 23.15 The current for Electric arc welding shall not exceed 300 A on a hand welding operation.

#### **24.0 Fire prevention, protection and fighting system**

- 24.1 The contractor shall ensure that construction site is provided with fire extinguishing equipment sufficient to extinguish any probable fire at construction site. An adequate water supply is provided at ample pressure as per national standard.
- 24.2 Recharging of fire extinguishers and their proper maintenance should be ensured and as a minimum should meet Indian National Standards
- 24.3 All drivers of vehicles, foreman, supervisors and managers shall be trained on operating the fire extinguishers and fire fighting equipment.
- 24.4 The contractor shall also give consideration to the provision of adequate fire fighting arrangements within the underground and tunnelling operations including the provision of Fire Service compatible hose connections and emergency lighting

- 24.5 As per the DBOCW Rules 2002, Rule 63(a)(vii), all lifting appliances' driver cabin should be provided with a suitable portable fire extinguisher.
- 24.6 Combustible scrap and other construction debris should be disposed off site on a regular basis. If scrap is to be burnt on site, the burning site should be specified and located at a distance no less than 12 metres from any construction work or any other combustible material.
- 24.7 Every fire, including those extinguished by contractor personnel, shall be reported to the Employer representatives.
- 24.8 Emergency plans and Fire Evacuation plans shall be prepared and issued . Mock drills should be held on a regular basis to ensure the effectiveness of the arrangements and as a part of the programme, the Telephone Number of the local fire brigade should be prominently displayed near each telephone on site.

## **25.0 Excavation:**

### 25.1 Excavation

#### 25.1.1 The contractor shall ensure

- i) where any construction building worker engaged in excavation is exposed to hazard of falling or sliding material or article from any bank or side of such excavation which is more than one 1.5 m above his footing, such worker is protected by adequate piling and bracing against such bank or side.
- ii) where banks of an excavation are undercut, adequate shoring is provided to support the material or article overhanging such bank.
- iii) excavated material is not stored at least 0.65 m from the edge of an open excavation or trench and banks of such excavation or trench are stripped of loose rocks and the banks of such excavation or trench are stripped of loose rocks and other materials which may slide, roll or fall upon a construction building worker working below such bank
- iv) metal ladders and staircases or ramps are provided, as the case may be, for safe access to and egress from excavation where, the depth of such excavation exceeds 1.5 m and such ladders, staircases or ramps comply with the IS 3696 Part 1&2 and other relevant national standards.
- v) trench and excavation is protected against falling of a person by suitable measures if the depth of such trench or excavation exceeds 1.5 m and such protection is an improved protection in accordance with the design and drawing of a professional engineer, where such depth exceeds 4m.

### 25.2 Warning signs and notices:

#### 25.2.1 The contractor shall ensure that

- i) suitable warning signs or notices, required for the safety of building workers carrying out the work of an excavation or tunnelling, shall be displayed or erected at conspicuous places in Hindi and in a language understood by majority of such building workers at such building such excavation or tunnelling work
- ii) such warning signs and notices with regard to compressed air working shall include
  - a) the danger involved in such compressed air work
  - b) fire and explosion hazard
  - c) the emergency procedures for rescue from such danger or hazards.

## 26.0 Work Permit system

- 26.1 The Contractor shall develop a Work Permit system, which is a formal written system used to control certain types of work that are potentially hazardous. A work permit is a document, which specifies the work to be done, and the precautions to be taken. Work Permits form an essential part of safe systems of work for many construction activities. They allow work to start only after safe procedures have been defined and they provide a clear record that all foreseeable hazards have been considered. Permits to Work are usually required in high-risk areas as identified by the Risk Assessments.
- 26.2 A permit is needed when construction work can only be carried out if normal safeguards are dropped or when new hazards are introduced by the work. Examples of high-risk activities include but are not limited to:
- i) Work in close proximity to overhead power lines and telecommunication cables.
  - ii) Hot work.
  - iii) To dig—where underground services may be located.
  - iv) Work with heavy moving machinery.
  - v) Working on electrical equipment
  - vi) Heavy lifting operations and lifting operations closer to live power line
- 26.3 The permit-to-work system should be fully documented, laying down:
- i) How the system works;
  - ii) The jobs it is to be used for;
  - iii) The responsibilities and training of those involved; and
  - iv) How to check its operation;
- 26.4 A Work Permit authorisation form shall be completed with the maximum duration period not exceeding 12 hours.
- 26.5 A copy of each Permit To Work (PTW) shall be displayed, during its validity, in a conspicuous location in close proximity to the actual works location to which it applies.

## 27.0 Personal Protective Equipments (PPEs)

- 27.1 The contractor shall provide required PPEs to workmen to protect against safety and / or health hazards. Primarily PPEs are required for the following protection
- i) Head Protection (Safety helmets)
  - ii) Foot Protection (Safety footwear, Gumboot, etc)
  - iii) Body Protection/High visibility clothing (waistcoat/jacket, Apron, etc)
  - iv) Personal fall protection (Full body harness, Rope-grap fall arrester, etc)
  - v) Eye Protection (Goggles, Welders glasses, etc)
  - vi) Hand Protection (Gloves, Finger coats, etc)
  - vii) Hearing Protection (Ear plugs, Ear muffs, etc)
- 27.2 **The PPEs and safety appliances provided by the contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS). If materials conforming to BIS standards are not available, the contractor as approved by the Employer shall procure PPE and safety appliances.**
- 27.3 The contractor shall provide **safety helmet, safety shoe and high visibility clothing** for all employees including workmen.
- 27.4 In addition to the above any other PPE required for any specific jobs like, welding and cutting, working at height, tunnelling etc shall also be provided to all workmen and also ensure that all workmen use the PPEs properly while on the job.
- 27.5 **The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work.**

27.6 **The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the Employer during the inspections. Failing to do so shall invite appropriate penalty as per the provisions of the contract.**

27.7 It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

**28.0 Visitors to site**

28.1 No visitor is allowed to enter the site without the permission of the Employer. All authorised visitors should report at the site office. Contractor shall provide visitor's helmet (White helmet with visitor sticker) and other PPEs like Safety Shoe, reflective jacket, respiratory protection etc. as per requirement of the site.

28.2 All Visitors shall be accompanied at all times by a responsible member of the site personnel.

28.3 The contractor shall be fully responsible for all visitors' safety and health within the site..

## **PART – III: OCCUPATIONAL HEALTH AND WELFARE**

### **29.0 Physical fitness of workmen**

29.1 The contractor shall ensure that his employees/workmen subject themselves to such medical examination as required under the law or under the contract provision and keep a record of the same.

29.2 The contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol or any drugs.

### **30.0 Medical Facilities**

#### **30.1 Medical Examination**

30.1.1 The contractor shall arrange a medical examination of all his employees including his sub-contractor employees employed as drivers, operators of lifting appliances and transport equipment before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness and, thereafter, once in every two years up to the age of 40 and once in a year, thereafter.

- i) The Contractor shall maintain the confidential records of medical examination or the physician authorized by the Employer.
- ii) No building or other construction worker is charged for the medical examination and the cost of such examination is borne by contractor employing such building worker.
- iii) The medical examination shall include: -
  - a) Full medical and occupational history.
  - b) Clinical examination with particular reference to
    - i) General Physique;
    - ii) Vision: - Total visual performance using standard orthorator like Titmus Vision Tester should be estimated and suitability for placement ascertained in accordance with the prescribed job standards.
    - iii) Hearing: - Persons with normal must be able to hear a forced whisper at twenty-four feet. Persons using hearing aids must be able to hear a warning shout under noisy working conditions.
    - iv) Breathing: - Peak flow rate using standard peak flow meter and the average peak flow rate determined out of these readings of the test performed. The results recorded at pre-placement medical examination could be used as a standard for the same individual at the same altitude for reference during subsequent examination.
    - v) Upper Limbs: - Adequate arm function and grip
    - vi) Spine: - Adequately flexible for the job concerned.
    - vii) Lower Limbs: - Adequate leg and foot concerned.
    - viii) General: - Mental alertness and stability with good eye, hand and foot coordination.
  - c) Any other tests which the examining doctor considers necessary

30.1.2 If the contractor fails to get the medical examination conducted as mentioned above, the employer will have the right to get the same conducted by through an agency with intimation to the contractor and deduct the cost and overhead charges.

#### **30.2 First-aid boxes**

30.2.1 The contractor shall ensure at a construction site one First-aid box for 100 workers provided and maintained for providing First-aid to the building workers. Every First-aid box is

distinctly marked "First-aid" and is equipped with the articles specified in relevant legislation.

### **31.0 Welfare measures for workers**

#### **31.1 Latrine and Urinal Accommodation**

31.1.1 The contractor shall provide one latrine seat for every 20 workers up to 100 workers and thereafter one for every additional 50 workers. In addition one urinal accommodation shall be provided for every 100 workers.

31.1.2 When women are employed, separate latrine and urinals accommodation shall be provided on the same scale as mentioned above.

31.1.3 Latrine and urinals shall be provided as per Section 33 of BOCWA and maintained as per relevant Rule of BOCWR and shall also comply with the requirements of public health authorities

#### **31.2 Canteen:**

31.2.1 In every workplace wherein not less than 250 workers are ordinarily employed the contractor shall provide an adequate canteen conforming to Section 37 of BOCWA, relevant rule of BOCWR and the charges for food stuff shall be based on 'no profit no loss' basis. The price list of all items shall be conspicuously displayed in such canteen.

#### **31.3 Serving of tea and snacks at the workplace:**

31.3.1 As per relevant Rule of BOCWR, at a building or other construction work where a workplace is situated at a distance of more than 200 m from the canteen, the contractor employing building works shall make suitable arrangement for serving tea and light refreshment to such building works at such place.

#### **31.4 Drinking water**

31.4.1 As per Section 32 of BOCWA, the contractor shall make in every worksite, effective arrangements to provide sufficient supply of wholesome drinking water with minimum quantity of 5 litres per workman per day. Quality of the drinking water shall conform to the requirements of national standards on Public Health.

31.4.2 While locating these drinking water facility due care shall be taken so that these are easily accessible **within a distance of 200m from the place of work** for all workers at all location of work sites.

31.4.3 All such points shall be legible marked "Drinking Water" in a language understood by a majority of the workmen employed in such place and such point shall be situated within six metres of any washing places, urinals or latrines.

#### **31.5 Labour Accommodation**

31.5.1 The contractor shall provide free of charges as near as possible, temporary living accommodation to all workers conforming to provisions of Section 34 of BOCWA. These accommodations shall have cooking place, bathing, washing and lavatory facilities

#### **31.6 Creches**

31.6.1 In every workplace where in more than 50 female workers are ordinarily employed, there shall be provided and maintained a suitable room for use of children under age of 6 yrs, conforming to the provisions of Section 35 of BOCWA.

## **PART - IV: ENVIRONMENTAL MANAGEMENT**

### **32.0 Air Quality**

- 32.1 The Contractor shall take all necessary precautions to minimise fugitive dust emissions from operations involving excavation, grading, and clearing of land and disposal of waste. He shall not allow emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in atmosphere beyond the property line of emission source for any prolonged period of time without notification to the Employer.
- 32.2 The Contractor shall use construction equipment designed and equipped to minimise or control air pollution. He shall maintain evidence of such design and equipment and make these available for inspection by Employer.
- 32.3 If after commencement of construction activity, Employer believes that the Contractor's equipment or methods of working are causing unacceptable air pollution impacts then these shall be inspected and remedial proposals shall be drawn up by the Contractor, submitted for review to the Employer and implemented.
- 32.4 In developing these remedial measures, the Contractor shall inspect and review all dust sources that may be contributing to air pollution. Remedial measures include use of additional/ alternative equipment by the Contractor or maintenance/modification of existing equipment of the Contractor.  
In the event that approved remedial measures are not being implemented and serious impacts persist, the Employer may direct the Contractor to suspend work until the measures are implemented, as required under the Contract.
- 32.5 Contractor's transport vehicles and other equipment shall conform to emission standards fixed by Statutory Agencies of Government of India or the State Government from time to time. The Contractor shall carry out periodical checks and undertake remedial measures including replacement, if required, so as to operate within permissible norms.
- 32.6 The Contractor shall establish and maintain records of routine maintenance program for internal combustion engine powered vehicles and equipment used on this project. He shall keep records available for inspection by Employer.
- 32.7 The Contractor shall cover loads of dust generating materials like debris and soil being transported from construction sites. All trucks carrying loose material should be covered and loaded with sufficient free- board to avoid spills through the tail board or side boards.
- 32.8 The Contractor shall promptly transport all excavation disposal materials of whatever kind so as not to delay work on the project. Stockpiling of materials will only be allowed at sites designated by the Employer. The Contractor shall place excavation materials in the dumping/disposal areas designated in the plans as given in the specifications.
- 32.9 The Contractor shall design and implement his blasting techniques so as to minimise dust, noise, vibration generation and prevention fly rock.
- 32.10 Blasting technique should be consistent not only with nature and quantity of rock to be blasted but also the location of blasting.
- 32.11 The contractor shall give preference to explosives with better environmental characteristics.

### **33.0 Water Quality**

- 33.1 The Contractor shall comply with the Indian Government legislation and other State regulations in existence in J&K insofar as they relate to water pollution control and monitoring. A drainage system should be constructed at the commencement of the Works, to drain off all surface water from the work site into suitable drain outlet.
- 33.2 The Contractor shall provide adequate precautions to ensure that no spoil or debris of any kind is pushed, washed, falls or deposited on land adjacent to the site perimeter including public roads or existing stream courses and drains within or adjacent to the site. In the event of any spoil or debris from construction works being deposited or any silt washed down to any area, then all such spoil, debris or material and silt shall be immediately removed and the affected land and areas restored to their natural state by the Contractor to the satisfaction of the Employer.
- 33.3 The Contractor shall take measures to prevent discharge of oil and grease during spillage from reaching drainage system or any water body. Oil removal / interceptors shall be provided to treat oil waste from workshop areas etc.

### **34.0 Waste**

- 34.1 The contractor is required to develop, institute and maintain a Waste Management Programme (WMP) during the construction of the project for his works, which may include:
- - i) Identification of disposal sites.
  - ii) Identification of quantities to be excavated and disposed off.
  - iii) Identification of split between waste and inert material
  - iv) Identification of amounts intended to be stored temporarily on site location of such storage.
  - v) Identification of intended transport means and route.
  - vi) Obtaining permission, where required, for disposal.
- 34.2 Such a mechanism is intended to ensure that the designation of areas for the segregation and temporary storage of reusable and recyclable materials are incorporate into the WMP. The WMP should be prepared and submitted to the Engineer for approval.
- 34.3 The Contractor shall handle waste in a manner that ensures they are held securely without loss or leakage thus minimizing potential for pollution. The Contractor shall maintain and clean waste storage areas regularly.
- 34.4 The Contractor shall remove waste in a timely manner and disposed off at landfill sites after obtaining approval of Conservancy and Sanitation Engineering Department of Municipal Corporation of Delhi for its disposal.
- 34.5 Burning of wastes is prohibited. The Contractor shall not burn debris or vegetation or construction waste on the site but remove it.
- 34.6 The Contractor shall make arrangement to dispose of metal scrap and other saleable waste to authorized dealer and make available to the Employer on request, records of such sales.
- 34.7 **Without limiting to the unsafe acts and or conditions, the Employer shall have the right to deduct charges for any other unsafe act and or condition depending upon the gravity of the situation on a case-to-case basis.**