



**OFFICE OF THE EXECUTIVE ENGINEER PWD (R&B) JAMMU MUNICIPAL
CORPORATION DIVISION JAMMU**

E-mail: -xenpwdrnbjmcdiv@gmail.com

The Joint Director Information,
Jammu.

No: PWD(R&B)/JMC/599-603

Dt: - 30-04-2026

Sub: Publication of Notice Inviting e-Tender (e-NIT).

Sir,

Kindly find enclosed herewith the copies of Abbreviated e-NIT No. **PWD(R&B)DIV/JMC/07 of 2026-27 Dated: 30-04-2026** for favour of getting the same published in leading daily English News Papers in minimum space.

Yours faithfully,

Sd/-

**Executive Engineer
PWD(R&B) Division JMC
Jammu**

Copy to:

- 1. The Commissioner, Jammu Municipal Corporation for information Please.**
- 2. The Joint Commissioner, (A) for information please.**
- 3. The Joint Commissioner (W) for information please.**
- 4. HD/HA for information**

JAMMU MUNICIPAL CORPORATION PWD EXECUTIVE ENGINEER (R&B)

JMC Division Jammu

E-mail:-xenpwrnrbjmcdiv@gmail.com

e-NIT No. PWD(R&B) DIV/JMC/07 of 2026-27 Dated: 30-04-2026

For and on behalf of The Commissioner, Municipal Corporation, Jammu, The Executive Engineer(R&B) Division JMC Jammu invites Percentage basis from approved and eligible contractors registered with Union Territory of J&K CPWD, Railways, MES and other State /Central Govt. for each of following works are as under: -

Sr. No	Name of work	Advertised Amount (In lacs)	Tender Fee (In Rs.)	EMD 2 %	Class of contractor	Time of completion (In Days)
1.	Repair and Renovation of JMC flat allotted to Hindi Sahitya Mandal, near Shaheed Bhagat Singh Park, Krishna Nagar ward no. 12 Jammu	10.63	600	21260/-	"A, B , C & D"	90 DAYS

- **Position of AAA : Accorded**
- **T.S : Sanctioned**
- **Major Head OWN SOURCES**
- **JMC Division : Ex. Engineer PWD(R&B) JMC DIVISION JAMMU**

- The Complete bidding process will be online.
- The bids can be uploaded in electronic format on the departmental website <http://jktenders.gov.in>
- **The Bidding documents consists of: -**
 - **Qualification information;**
 - **Eligibility criteria;**
 - **Specifications;**
 - **Bill of quantities (BOQ);**
 - **Set of terms and conditions of contract; and other details can be seen/ downloaded from department web site<http://jktenders.gov.in> as per below schedule.**

<u>S.No</u>	<u>Sequence of Activities</u>	<u>Date and Time</u>
1	Date of issue of Tender Notice	30-04-2026
2	Bid submission start date	30-04-2026
3	Bid submission End date	16-05-2026 up to 12:00 Hrs.
4	Date and time of opening of Technical Bid (Online)	16-05-2026 at 14:00 Hrs. in the Office of Ex. Engineer PWD(R&B) JMC Division Jammu
5	Date and time of opening of Financial Bid (Online)	To be notified after Technical Evaluation is completed.

- **Documents required to be uploaded online for Technical Bid:**
- **(Note: Non-Submission of any of the below mentioned required documents Online shall rendered the bidder as non-responsive and his financial bid shall be out rightly rejected)**
- **Bidder must ensure to upload scanned copy of all the necessary document's mentioned in the e-NIT and S.B.D as a part of Technical Bids: -**
- **Note: - all the documents Scanned on 100 dpi with black and white options.**
- 1. **Cost of bidding document in shape of e-challan/single window challan of JMC pledged to Ex. Engineer PWD(R&B) JMC DIVISION/tender fee receipt mentioning the nit No. & Serial No. of the work through online payment through the JMC link <http://www.jmcjammu.org/online-payment.html>.**

(Note: The date of challan should must be between date of start of bid submission and bid submission end date. The Bid fee of old nit of the same work if not opened shall also be considered)

2. Scanned copy of Earnest Money Deposit (EMD) in shape CDR/FDR/BG pledged to **Ex. Engineer PWD(R&B) JMC DIVISION JAMMU**, @ 2% of Advertised Cost of Work.
(Note: The date of issuance of E.M.D (in any of above three forms) should must be between date of start of bid submission and bid submission end date).

GSTIN Registration/on and latest clearance certificate FORM GST-3B i.e. latest clearance certificate FORM GST-3B of the preceding Month/quarter to the issued of NIT i.e. if the bidder has opted for QRMP scheme under GST then GSTR-3B for quarter ended **JAN to MARCH 2026 (2026-27)** is to be uploaded and if the bidder has not opted for QRMP scheme under GST, then GSTR-3B for the month of **MARCH, 2026**.

3. Scanned Copy of PAN Card
4. Copy of Renewal Registration certificate of Contractor/ Firm for the current financial year 2026-27 up to 31st March 2027.
5. Scanned Copy of duly filled Annexure "A", "B" & "C"
6. **Mentioned the Name of Work and NIT NO. And Date of Annexure "A".**
7. Income Tax Return copy for the Assessment Year 2025-2026.

Original copy of CDR/FDR/BG(EMD) is to be submitted by the lowest bidder within 10days of issuance of LOI of work. Failing which the bid of the lowest bidder shall be reject and CDR/FDR/BG for the work pledge to the department shall be forfeited, the work shall be offered to I2 bidder at the percentage quoted by I1 bidder. Such Contractor shall be debarred from participating in the tendering process of this Division for the period of not less than 01 Year. In case offer is not accepted by L2 bidder, fresh tender shall be invited.

- **Note: Non-submission of any of the above documents online shall render the bidder as non-responsive and his financial bid shall not be opened.**

Sd/-

**Executive Engineer PWD(R&B)
JMC Division Jammu**

No.: PWD(R&B)/JMC/604-613

Dt: 30-04-2026.

Copy to the: -

1. Commissioner, Jammu Municipal Corporation for information please.
2. Joint Commissioner (Adm.), Jammu Municipal Corporation for information please.
3. Joint Commissioner (W), Jammu Municipal Corporation for information please.
4. Chief Accounts Officer, Jammu Municipal Corporation for information please.
5. AEE (Concerned), Jammu Municipal Corporation for information.
6. A.A.O for information.
7. H.D PWD (R&B) Div. JMC for information.
8. H.C/ Heat Asstt.PWD (R&B) Div. JMC for information.
9. I/C e.tendering JMC for information and necessary action.
10. Chairman Contractors Association Jammu Municipal Corporation for information

TERMS & CONDITIONS percentage basis

1. Tenders without EMD/Cost of Tender

2. The bids are invited on document shall be rejected out rightly.
3. The rates shall be inclusive of all taxes including GST.
4. The E.M.D shall be **valid for 90 days beyond the bid validity period**. The original instruments in respect of cost of documents, E.M.D and relevant documents of L1bidder shall be submitted to the Tender Inviting Authority / **EX. ENGINEER PWD(R&B) JMC Division Jammu with in 10 days** after issuance of LOI .
5. The **2% Earnest Money Deposit** on Advertised Cost shall be released as & when L1 submits **performance security @5% in shape BG/CDR/FDR of the quoted cost valid 30 days** beyond DLP. In case of L-1 failing to provide **performance security @5% for the works within 10 days** after being notified, his bid shall be cancelled out rightly and work shall be offered to L-2 for execution on L-1's rates at the discretion of the T.I.A/Execution Engineer

- concerned after **servicing one notice** and **further** no correspondence shall be made if L2 not ready to execute the work as per the L1 rates, the tender is freshed.
6. Security Deposit shall be deposited by the contractor within 10 days of issuance of LOI failing which the concerned tender inviting authority shall forfeit the EMD and shall recommend the said contractor for blacklisting/Debaring after issuing 3 notices and shall issue a fresh tender.
 7. The bids for the work shall remain **valid for a period of 90 days from the date of opening of Technical bids**
 8. All the Bituminous Material shall be prepared in Hot Mix Plant and shall be laid on site with Mechanized Pavers or as advertised in the BOQ.
 9. *The earnest money shall be forfeited, If:-*
 - a) Any bidder/tenderer withdraws his bid/tender during the period of bid validity or makes any modifications in the terms and conditions of the bid.
 - b) Failure of Successful bidder to furnish the required performance security within specified time period after issue of letter of acceptance.
 10. **Defect Liability Period : The DLP shall be calculated from the date of certified completion of work.**
 11. **Retention money @ 5% for the works shall be retained by JMC. retention money shall be released specified DLP.**
 12. **The contractor shall initiate the work execution within 07 (Seven) days of entering into agreement failing which the concerned Executive Engineer shall terminate the contract and issue a fresh tender call after imposing penalties viz. forfeit security /LD as per T& C of the Bid Document and recommend contractor for black listing.**
 13. **Un-balanced bid:** The successful bidder L1 shall have to deposit an additional performance security in the shape of CDR / FDR/ BG before award of contract in case the bid of the successful bidder is found to be unbalanced as per Circular of Worthy Principal Secretary to Government, Finance Department Civil Secretariat Jammu vide No. FD/Codes/441/2021-02-158 dated 08-08-2025 and Worthy Chief Engineer PW (R&B) Department Jammu's No. CEJ/Tech/Z-JMU/6645-65 dated 11-08-2025.
 - i. Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
 - ii. Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
 - iii. The additional performance guarantee percentage shall be rounded off to the next lower percentage base on whether the decimal point of the percentage of the bid price is below 0.5% or to the next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - iv. The additional performance security shall be treated as part of the performance security. Additional performance security shall be taken only after approval of next higher authority.
 14. The electronic bidding system would not allow any late submission of bids after due date and time as per server time. Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder needs not to make any additional payment towards the cost of tender document. For bid modification

and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed. No bid shall be modified or withdrawn after the deadline of submission of bids.

- 15.** The date and time of opening of Financial-Bids shall be notified on Web Site www.jktenders.gov.in and conveyed to the bidders automatically through an e-mail message on their e-mail address. The **Financial-bids of responsive bidders** shall be opened online in the **Office of EX. ENGINEER PWD(R&B) JMC Division Jammu** . The date for same shall be intimated separately.
- 16.** No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without permission of the Government. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's Service.
- 17.** The key construction materials like Cement, Tor Steel, Bitumen of required grade from refineries as per Circular of MORT & H dated August 24, 2018 shall be arranged/purchased by the Contractor/Firm on his own for the above said work and the quality of these materials arranged/purchased by the Contractor/Firm shall have to be verified/passed by Engineer In charge before start of the work and during the currency of the work. The approved brands of Cement/Tor Steel are as under: -
- i/ **Cement of Ambuja, ACC, Ultratech** or equivalent brand manufactured on Major Plant as approved by the concerned Asstt. Executive Engineer. ii/ **Tor steel of SAIL, TATA TISCON, Jindal Panther & Rashtriya Ispat** or equivalent brand.
- 18.** Bids from Joint Venture are not allowed.
- 19. Classification of Defect liability period :-**

S. No.	Work description	Period
1	ROAD WORK	
a.	SDBC laid over 50MM thick BM	03 YEAR
b.	30MM thick SDBC/ 25MM thick SDBC/MSS/20mm OGPC with seal coat	01 YEAR
2.	All other civil works (repair works)	06 months
3	Civil works (new)	01 YEAR
4.	BUILDING WORKS (NEW)	01 YEAR
5.	For NCAP Works	01 YEAR including maintenance of Green Strip including plants and sapling (planted by Forest dept.)

RELEASES: -

- i) **Performance Security. (5%) of contract amount shall be release after completion of Defect Liability Period and additional performance security shall be released after completion of work as certified by Asstt. Executive Engineer.**
- ii) **Deposit: - Shall be release after Defect Liability Period.**

20. Any damage caused to the private/public property during execution of works shall be in the liability of the contractor and no claim on account of any such restoration to be carried by the contractor shall be entertained by the Department.
21. If the contractor fails to start the work within the time mentioned in the award of contract, the contract will automatically stand cancelled after forfeiting the performance security of the contract.
22. That the payment is restricted to the contract cost only and will be subject to the condition that no cost overrun of any kind is to be paid unless and until approved from the competent authority.
23. The EMD of successful bidder shall be released as per PWD Engineering Manual 2020.
24. Any item or items beyond the advertised rate list if found necessary during the execution of the said work shall be got executed with approval from the competent Authority and the same shall be paid as per the SSR 2022 with applicable appreciation/depreciation offered by the bidder. If the item is outside schedule, then the same shall be paid as per Lowest Market Rate (LMR) verified by the concerned A.E.E.
25. The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost. It will be mandatory to conduct some tests as directed by the site Engineer, from the Material Testing Laboratory of PWD Department/NABL lab.
26. In case of retendering of any work ie. work is on 2nd, 3rd or further call, the tender fee receipt & (EMD) pledged to the EX. ENGINEER PWD(R&B) JMC Division Jammu of previous bids of the same work shall be accepted of such Contractors only who have participated in previous bids with valid/genuine Financial Instruments in previous calls as per that eNIT conditions whereas the technical bid of the work was not opened / downloaded due to Administrative or any other reasons In case where the work was retendered after opening of technical /financial bid, the valid/genuine EMD as per that eNIT conditions submitted in previous bids of the same work shall be of tender. accepted only. In such cases the tender fee receipt should be new one Le. after publication date
27. The Contractor shall deposit the performance security in the shape of FDR/ CDR/ BG pledged to EX. ENGINEER PWD(R&B) JMC Division Jammu within 10 Days after Issuance of LOI, failing which the EMD submitted by the contractor shall be forfeited and the contractor shall be mentioned recommended for blacklisting. Fresh tenders shall be invited forthwith. The BG letter should clearly the E-NIT no, name of work and details of LOG The performance security should be valid until a date 28 days after the expiry of DLP.
28. In case any clarification is required, the bidder may send his query on email id xenpwrnbjmcdiv@gmail.com at least 10days prior to bid submission end date the same shall be addressed through return mail. at

Sd/-

**Executive Engineer PWD(R&B)
JMC Division Jammu**

Annexure-A

**Affidavit on correctness of Information furnished with the Bid.
(Which must be notarized between the period of downloading of bidding document)
NAME OF WORK & E-NIT No _____**

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

2/ The undersigned also hereby certifies that neither our firm M/s/Sh./Smt.

have abandoned any work on National Highways in India /any other work of state Government or central Govt. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

- 3/ That my/our firm has not been black listed or debarred in any state or central Govt. Department Neither my/our firm has any history of litigations.
- 4/ In case the contract for the work is awarded in my/our favour I/we shall invest a minimum cash up to 25% of value of the contract during the implementation of work.
- 5/ I/We authorize the department to seek references from our bankers Name of bank is _____Branch_____Account No._____
- 6/ The undersigned hereby authorize (s) and request (s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 7/ The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
- 8/ The undersigned is submitting the bid after conducting site visit assessing site condition as per NIT, the leads & carriages, the weather condition & by accepting all the condition of tender documents.
- 9/ I/We solemnly affirm that the information given in the bid is correct to the best of my knowledge and belief and nothing of any sort has been concealed.
- 10/ That my/our said firm at the time of submission of this bid has not more than 05 (five) works pending beyond completion date without any Bonafide reasons in Jammu Municipal Corporation.

Note: Affidavit to be notarized.

(Signed by an Authorized Officer of the Firm)

Title of Officer _____

Name of Firm _____

Mobile No. _____

Whatsapp No. _____

E-mailed : _____

Annexure "B"

UNDERTAKING ON THE LETTER HEAD

This is to solemnly affirm here under as:

1. That my/our firm namely _____
is a civil contractor firm.

2. That my/our said firm has participated in the tendering of the (Name of work) _____
_____ e-tendered vide e-NIT No _____

3. That my/our said firm at the time of submission of this bid has not more than 05 (five) works pending beyond completion date without any bonafied reasons in Jammu Municipal Corporation.

That the above averments made by me/us are true and correct to the best of my /our knowledge.

Deponent

Annexure "C"

Name of the Contractor/Firm	
Residential Address	
Office Address	
Address for Communication	
E-mail Address	
Mobile No	
Land Line No	

Note: It is mandatory to prove all the information as per above format

Signature of the Contractor

Standard Bidding Document

GENERAL INSTRUCTIONS TO BIDDER

1. **Scope of Bid:** - The Executive Engineer as a representative of the The Commissioner, Jammu Municipal Corporation, Jammu invites bids for the construction of works (as described in these documents and referred to as “the works”). The name and identification number of the works is provided in the Appended e-NIT. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

The successful Bidder will be expected to complete the work mentioned in the e-NIT mentioned above by the intended Completion Date specified in the e-NIT and shall rectify all the defects during defect liability period as mentioned in the Defect Liability Clause.

Throughout these documents the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

Instructions to Bidder (ITB) Qualification of the Bidder

All bidders shall upload the following information and documents along with qualification criteria/qualification information with their bids :-

- 1/ Copies of original documents defining constitution/ legal status, place of registration and principal place of Business with Cell No. and Correspondence address.
- 2/ Copy of e-challan through JMC Online Payment <http://www.jmcjammu.org/online-payment.html> and Single window in Town Hall Opp. JK Bank Town Hall in favour of **EX. ENGINEER PWD(R&B) JMC Division Jammu**
- 3/ Earnest money/Bid security in shape of CDR/FDR/BG pledged to **EX. ENGINEER PWD(R&B) JMC Division Jammu**. The CDR/FDR/BG shall be valid for 45 Days beyond the bid validity period.
- 4/ The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.
- 5/ Non attendance of pre-bid meeting will not be cause of disqualification of the bidder. All documents relating to the bid shall be in the English Language.
- 6/ *Bidder must ensure to upload scanned copies of all necessary documents in order to qualify:-*
 - a) Registration card duly renewed for the current **financial year 2025-26**.
 - b) PAN Card.
 - c) GSTIN Registration/on and latest clearance certificate FORM GST-3B i.e. latest clearance certificate FORM GST-3B of the preceding Month/quarter to the issued of NIT i.e. if the bidder has opted for QRMP scheme under GST then GSTR-3B for quarter ended JAN TO MARCH, **2026 (2026-27) is** to be uploaded and if the bidder has not opted for QRMP scheme under GST, then GSTR-3B for the month of MARCH, **2026** is to be uploaded.
 - d) Earnest money/Bid security in shape of CDR/FDR/BG pledged to **EX. ENGINEER PWD(R&B) JMC Division Jammu**. The CDR/FDR/BG shall be valid for 45 Days beyond the bid validity period.
 - e) Tender cost (JMC Online Payment <http://www.jmcjammu.org/online-payment.html> and Single window in Town Hall Opp. JK Bank Town Hall mentioned the name of the work for which tenderfee was deposited)
 - f) *Copy of verification certificate from card issuing authority for the registration card issued from Kashmir Division also to be uploaded.*
 - g) **Correctness of Information on the notarized affidavit which must be notarized between the period of downloading of bidding document as per the format mentioned in the Annexure-A.**

h) The L-1 Bidder shall have to deposit e-stamp paper of Rs. 100/- alongwith Agreement Form (As per Annexure "D") alongwith other relevant documents before issuance of allotment.

Also tender documents fee in terms of SOP copies with technical bid.

No documents which has /have not been uploaded shall be entertained in the form of hard copy. However, in case of any clarification the bidders shall have to produce original documents in support of SOP copies if need arises.

General Conditions of Contract :-

The date of start of the work shall be reckoned within one week from the date of issuance of LOA/Contract allotment as the case may be.

- 1/ **Penalty for delay in completion :-** In case of delay in completion of work beyond stipulated period of completion, penalty upto minimum 0.1 %per Day and maximum of 10% of the contract shall be imposed.
- 2/ **Time extension :-** Suitable time extension shall be granted in case of increase in scope of work and in the event of delay beyond control of contractor to be determined by the department.
- 3/ **Advance Payments :-** No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.
- 4/ **Secured Advance :-** No secured advance is admissible unless otherwise specified.
- 5/ **Schedule of Payment :-** The payment schedule shall be fixed after award of contract in favour of successful bidder, on the basis of availability of funds and value of work executed, shall be determined by the Engineer.
- 6/ **Amendment of bidding document :-** Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addendum/Corrigendum.

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7/ **Un-balanced bid:** The successful bidder L1 shall have to deposit an additional performance security in the shape of CDR / FDR/ BG before award of contract in case the bid of the successful bidder is found to be unbalanced as per Circular of Worthy Principal Secretary to Government, Finance Department Civil Secretariat Jammu vide No. FD/Codes/441/2021-02-158 dated 08-08-2025 and Worthy Chief Engineer PW (R&B) Department Jammu's No. CEJ/Tech/Z-JMU/6645-65 dated 11-08-2025.

- i. Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
- ii. Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

- iii. The additional performance guarantee percentage shall be rounded off to the next lower percentage base on whether the decimal point of the percentage of the bid price is below 0.5% or to the next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - iv. The additional performance security shall be treated as part of the performance security. Additional performance security shall be taken only after approval of next higher authority.
- 8/ **Restoration of work :-** On completion of contract the contractor shall be responsible to remove all un-used material and restore all work in its original position at his own cost.
- 9/ **Traffic regulations :-** The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.
- 10/ **Arbitration :-** The arbitration shall be conducted in accordance with the arbitration procedure stated in the J&K conciliation and Arbitration Act No:-xxxv of 1997 issued vide SRO No. 403 vide Notification of J&K Govt., "Law Department" 11th December-1997.
- 11/ **Defect Liability period :-** The DLP shall be calculated from date of certified completion of work and period shall be **6 Months for Lane Drain & 12 Months for Building, 01 year for 25MM SDBC/OGPC & 03 year for SDBC/OGPC laid over 50MM thick BM and 01 year for NCAP works including Maintenance of Green strip and Plants and Sapling (Planted by Forest Dept.) after Completion of work** The defects noticed in the work during execution or DLP shall be corrected by the Contractor within the length of time specified by the Engineer. If the contractor does not correct the defects pertaining to DLP to the satisfaction of the Engineer within the time specified, the Engineer will assess the cost of having the defects corrected and contractor will pay this amount on correction of defects.
- 12/ **Start of Work :-** The date of start of work shall be reckoned within seven days from the date of issuance of allotment. In case the agency fails to execute the work, The deposits in the shape of CDR/FDR/BG shall be liable for forfeiture besides initiating other punitive actions against the defaulter without serving any notice.
- 13/ **Key Construction Material: -** All Key Construction Material shall have to be strictly as per prescribed specifications and approval of the Engineer In-charge.
- 14/ **Retention Money & Maintenance Liability:** The proportion of payments retained (retention money) shall be 5%. From each running bill, the total Retention amount shall be released to the contractor after completion of Defect Liability Period.
- 15/ The Performance Security shall be released after successful completion of DLP
- 16/ Failure on part of the contractor to fulfill his obligations of maintenance schedules shall result in forfeiture of the deposits held for this purpose as well as the performance security in the shape of CDR/FDR/BG for this work.
- 17/ **Safety:-** The contractor shall be responsible for safety of all activities at site of work.
- 18/ **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
- 19/ **Tests:-** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost. It will be mandatory to conduct some tests as directed by the site Engineer, from the Material Testing Laboratory of PWD Department./NABL Lab.
- 20/ **Payments: -** No payment shall be released to the contractor: -
 - i) Without contract agreement duly signed by both parties
 - ii) Without test reports of mandatory quality control tests for various component of the advertised work from the Departmental Lab (which must be enclosed with the bill)
 - iii) Without geo-tagged photographs before, during and after the execution of the work

21/ **Termination:** - The employer may terminate the contract if the contractor causes a fundamental breach of the contract.

22/ **Fundamental breach of contract will include: -**

i/ Continuous stoppage of Work for a period of 30 days without authorization of Engineer In-Charge.

ii/ Contractor is declared bankrupt.

iii/ Any evidence of involvement of contractor in corrupt practices

iv/ If the contractor indulges in willful disregard of the quality control measures put in place by the department.

v/ Contractor delays the completion of work beyond stipulated time of completion.

vi/ Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tender for the balance work at the risk and cost of defaulting contractor.

vi/ If in case contractor failed to start /complete the work, within the stipulated time period, his Performance Security shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in R&B Department at least for one year.

23/ **Major Labour Laws applicable to establishment engaged in building and other construction work :-**

i/ Workmen compensation act

1923.ii/ Payment of Gratuity Act

1972.

iii/ Employees P.F. and Miscellaneous Provision Act 1952.

iv/ Maternity Benefits Act 1951.

v/ Contract Labour (Regulation & Abolition) Act 1970.

vi/ Minimum Wages Act 1948.

vii/ Payment of Wages Act

1936.viii/ Equal remuneration

Act 1979

.ix/ Payment of bonus Act 1965.

x/ Industrial disputes

Act 1947.

xi/ Industrial employment standing orders Act 1946

.xii/ Trade Union Act 1926.

xiii/ Child Labour (Prohibition & Regulation) Act 1986.

xiv/ Inter State Migrant workmen's (Regulation of employment & Conditions of service) Act 1979.

xv/ The Building and other Construction workers (Regulation of employment and Condition of service) Act 1996 and the Census Act of 1996.

xvi/ Factories Act 1948. Compliance with Labour Regulation Laws of J&K.

24/ **Specification/Quality Control :-** All items of works shall conform to specifications as per IRC/MORT/NBO/CPWD/SSR/Any other prescribed specifications.

25/ **Insurance:** - Insurance cover to Labour / Machinery / Work / Plant material Equipment by the contractor shall be **mandatory**.

26/ **Laws Governing the Contract:** - The contract shall be governed by Laws of the land.

27/ **Court's Jurisdiction:** - In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K.

28/ **Time Extension:** - The work is to be completed within the time limit specified in the e-NIT and the time of completion will also increase/decrease in proportion with additional deleted quantum of work depending upon the actual quantum of work.

Request for extension of time shall be made by the contractor in writing not later than fifteen days of happening of the event causing delay. The contractor shall also indicate in such a request the period for which extension is desired. Abnormal/bad weather or Serious loss or damage by fire or Civil commotion, strike or lockout (other than among the labour engaged by the contractor) affecting any or the trades employed on the work, or Non availability of departmental stores. Any other cause which in the absolute discretion of the accepting authority is beyond the contractor's desire.

On contractor's representation based on the grounds as detailed above the time for completion of the work may be extended by a period considered reasonable by the Department.

Extension of time shall be also admissible in the event of temporary suspension of work.

29/ Defects: - The defects noticed in the work during execution or maintenance period shall be corrected by the Contractor within the length of time specified by the Engineer. If the contractor does not correct the defects pertaining to maintenance period to the satisfaction of the Engineer within the time specified, the same shall be got rectified at his risk and cost.

30/ *Confidentiality of Process:* -

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person notofficially concerned with such a process until the award to the successful bidder has been announced;

From the time of bid opening to the time of contract award, no bidder shall contact the procuring entity on any matter related to the bid, except on request and prior written permission;

Any effort by the bidder to influence the procuring entity in bid evaluation, bid comparison orcontract award decisions will vitiate the process and will result in the rejection of the bidder's bid.

31/ *Correction of Defects noticed during the Defects Liability Period.*

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date and ends as specified in the Defect Liability clause. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Concerned Assistant Engineer/Junior Engineer/Work supervisor of respective PIUs shall constantly visit the work to check the deterioration of the work under DLP and informed the concerned Executive Engineer about the condition of the work with photographs of the damages in case of the deteriorated work.

31.1 The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

31.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Concerned Assistant Engineer/Junior Engineer/Work supervisor of respective PIUs shall constantly visit the work to check the deterioration of the work under DLP and informed the concerned Executive Engineer about the condition of the work with photographs of the damages in case of the deteriorated work.

32/ **Uncorrected Defects**

If the Contractor has not corrected a Defect pertaining to the Defects Liability Period under clause 31.1 and clause 31.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected at the contractor's risk and cost.

33/ The tender/bid is liable to rejection if it does not fulfill the requirements as laid down in e-NIT.

34/ All other terms conditions are as per PWD Form 25 (Double agreement Form) and detailed e-NIT issued by this office.

**Annexure -D Agreement Form
(on an e-stamp paper worth Rs. 100/-)**

This Agreement made on the Day of Between
..... (Name and address of Employer) (herein called "the Employer") and
..... (Name and address of Contractor (hereinafter called "the Contractor" of
the other part).

Whereas the Employer is desirous that the Contractor execute
..... (Name and identification number of the contract) (herein after called "the
Works") and the Employer accepted the bids by the Contractor for the execution and completion
of such works and the remedying of any defects therein, at a contract price of Rs...../-

NOW THIS AGREEMENT WITNESSED AS FOLLOWS

1. In this agreement, works and expression of shall have the same meaning as are respectively assigned to them in the conditions of contract therein after referred to, and they shall be deemed to form and be ready and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contract as therein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz:
 - i) Letter of Acceptance.
 - ii) Notice to proceed with the works:
 - iii) Contractor's Bid;
 - iv) Contract Data:
 - v) Conditions of Contract: Special conditions of Contract:
 - vi) Additional Condition:
 - vii) Drawings:
 - viii) Bill of quantities and
 - ix) Any other document listed in the contract Data as forming part of the contract

In witnessed where of the parties there to have caused this Agreement to be executed the day and year first before written.

Signed by
Signed by
Executive
Engineer

PWD (R&B) DIV. JMC,

Jammu

For and on behalf of the Employer For and on behalf of the Contractor
In the presence of: In the presence of:

1. Witness, Name, Signature, Address, Date
2. Witness, Name, Signature, Address, Date

No.

Dt

Note:- This Appendix is strictly in compliance to PWD Engineering Manual-2020.