

**Government of Jammu & Kashmir****OFFICE OF THE EXECUTIVE ENGINEER EDUCATION DEPARTMENT CONSTRUCTION DIVISION IV  
JAMMU****SAMAGRA SHIKSHA****Short Term Tender/ E-Tender Notice****E NIT No. 254 of 2022-23 dated 17-10-2022(2<sup>nd</sup> call)**

For and on behalf of the **Lieutenant Governor, Union Territory of Jammu and Kashmir** e-tenders are invited on **Percentage rate basis** from approved and eligible Contractors registered with Union Territory of J&K, CPWD, Railways and other State/Central Governments for each of the following works :-

S. No	Name of Work	Estimated Cost (in lacs)	Cost of document (in Rs)	Earnest Money Deposit (in Rupees) (2% of Advertised Amount) (in Rs)	Time Allowed for completion (in days)	Date of opening of tender	Class of Contractor	Head
1	2	3	4	5	6	7	8	9
1	ESTABLISHMENT OF KINDER GARTEN AT HS GUJWAL, HSS TALOOR, HS PAPPAR BRAHMANA, MS KALOHA, MS PENTHI AND MS BADNAI ZONE & DISTRICT SAMBA	3.00	600	6000	90 days	27-10-2022	A,B,C & D	CAPEX
2	ESTABLISHMENT OF KINDER GARTEN AT HS KATLI, PS CHAKMANGA GUJARAN, GMS ARAZI SAMBA, MS MANOHAR GOPALA, GMS GARH MANDI AND MS BUDHWANI ZONE & DISTRICT SAMBA	3.00	600	6000	90 days	27-10-2022	A,B,C & D	CAPEX

3	ESTABLISHMENT OF KINDER GARTEN AT HSS GORAN,HS SAMOTHA, MS DABEKA NANETAR,MS SOURAM,MS MARKOLI AND MS DUNAI ZONE & DISTRICT SAMBA	3.00	600	6000	90 days	27-10-2022	A,B,C & D	CAPEX
4	ESTABLISHMENT OF KINDER GARTEN AT MS PACHOLI, GMS PURMANDAL, MS KUND ,MS SANGAR AND MS SUMBLI ZONE PURMANDAL DISTRICT SAMBA	2.50	600	5000	90 days	27-10-2022	A,B,C & D	CAPEX
5	ESTABLISHMENT OF KINDER GARTEN AT MS VIJAYPUR CAMP,MS DOLLIAN,GHS GURAH SLATHIA,HS MEEN SARKAR AND MS CHANNI MANHASAN ZONE PURMANDAL DISTRICT SAMBA	2.50	600	5000	90 days	27-10-2022	A,B,C & D	CAPEX
6	ESTABLISHMENT OF KINDER GARTEN AT PS KARTHOLI,MS MAKORANWALI,HS RAJINDERPURA AND MS BARJANI DISTRICT SAMBA	2.00	600	4000	90 days	27-10-2022	A,B,C & D	CAPEX
7	ESTABLISHMENT OF KINDER GARTEN ATESTABLISHMENT OF KINDER GARTEN AT PS PULLA PANGWAL, PS PANGWAL, MS AMALA AND MS NEHARI ZONE SAMBA DISTRICT SAMBA	2.00	600	4000	90 days	27-10-2022	A,B,C & D	CAPEX

**Position of AAA: - Accorded**

**Position of funds: Available**

The Bidding documents Consisting of qualifying information, eligibility criteria, specifications, Bill of quantities (B.O.Q),Set of terms, conditions of contract and other details can be seen/downloaded from the departmental website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule given below :-

1	Date of issue of Tender Notice	17-10-2022
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2	Period of downloading of bidding documents	17-10-2022 to 26-10-2022 up to 15:00hrs
3	Bid submission Start Date	17-10-2022
4	Bid submission End Date	26-10-2022 up to 15:00hrs
5	Date & Time of opening of Technical Bids (Online)	27-10-2022 after 12:00 hours
6	Date & Time for opening financial bid online (of only those bidders who shall be qualifying after opening of e-technical bid.	On any convenient date and time after opening of the technical bid.

1. Bids must be accompanied with scanned copy of cost of Tender document and the Charges towards cost of tender document shall be deposited through treasury e-challan under Head 0202 Secondary Education favouring Executive Engineer School Education Department Const. Div-IV Jammu and no bank draft in this behalf shall be considered. In such a case the bid will be rejected out rightly.

**Scanned Copy of Earnest Money Deposit in shape of CDR/FDR (as advertised) pledged to Executive Engineer Const. Div-IV Jammu, scanned copy of cost of Tender Document in shape of e-challan/copy of receipt from Treasury favouring Executive Engineer School Education Department Const. Div-IV Jammu, a copy of affidavit duly attested by notary on Rs 10/- Stamp paper mentioning the correctness of information and other relevant document of the bid will also be required to be uploaded along with.**

**The original instruments in respect of cost of tender documents, (e-challan/copy of receipt from Treasury), Earnest Money Deposit in shape of CDR/FDR, notarized affidavit on correctness of information and other relevant Technical documents of the bid of L1 be submitted to the Executive Engineer School Education Department Const. Div. IV Jammu within 07 days after the opening of Financial Bid. No separate information about the opening of financial Bid will be sent by this Office/by the Tender Opening Authority.**

**Performance Security for an amount equal to 3% of value of contract (Quoted Amount) in favour of Executive Engineer School Education Department Construction Div-IV Jammu shall be deposited within 07 days from the issuance of letter of acceptance (LOA) as per the circular of worthy Financial Commissioner Finance Department Civil Secretariat Jammu/Srinagar vide his office Circular No. A/Misc(2018)-III-895/J dated 22-12-2020.**

In case the original documents are not submitted by the L1 bidder within the prescribed time period the bidder will not be allowed to participate in any further / future tendering process in this Division for a period of 01 year .The name of the work, NIT No. and date along with serial no of work and name of Contractor has to be indicated on the treasury e-challan, EMD, Performance Security and Additional Performance Security.(if any)

**2. Bidders can resubmit/withdraw the bids as specified.**

3. The date and time of opening of Financial-Bids shall be notified on Web Site [www.jktenders.gov.in](http://www.jktenders.gov.in) and conveyed to the bidders automatically through an e-mail message on their e-mail address.

4. The bids for the work shall remain **valid for a period of 120 days from the date of opening of Technical bids.**

**5. Instruction to bidders regarding e-tendering process.**

- 5.1 Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on website [www.jktenders.gov.in](http://www.jktenders.gov.in) to acquaint bid submission process.
- 5.2 To participate in bidding process, bidders have to get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000. Bidders can get digital certificate from any approved vendors.
- 5.3 The bidders have to submit their bids online in electronic format with digital Signature. No financial bid will be accepted in physical form.
- 5.4 Bids will be opened online as per time schedule mentioned in Para-2.
- 5.5 Bidders must ensure to upload scanned copy of all necessary documents mentioned in NIT and SBD with technical bid online.
- 5.6 The date of submission of tender fee should be after the publishing of Enit.
- 5.7 **The date of attestation on the requisite affidavit should be after the publishing of Enit**
- 5.8 The maturity of EMD in shape of CDR/FDR must not be before the publishing date of E NIT.

**Note: - Scan all the documents on 100 dpi with black and white option.**

**6 Performance Security for an amount equal to 3% of value of contract (Quoted Amount) in favour of Executive Engineer School Education Department Construction Div-IV Jammu shall be deposited within 07 days from the issuance of letter of acceptance (LOA) as per the circular of worthy Financial Commissioner Finance Department Civil Secretariat Jammu/Srinagar vide his office Circular No. A/Misc(2018)-III-895/J dated 22-12-2020.**

7. The department will not be responsible for delay in online submission due to any reasons.
8. Unbalanced Bid: - In case bid of the bidder is unbalanced. The bidder has to deposit/submit additional performance security in shape of CDR/FDR duly pledged in favour of the Executive Engineer, Education Department, Construction Division-IV, Jammu as per the breakup given below,

S.No.	%age of unbalanced Bid viz-a viz advertised cost	Additional performance security to be deposited on quoted Bid by L1
1	Upto and including 15% below	Nil
2	> 15% upto and including 20% below	5%
3	> 20% upto and including 25% below	10%
4	> 25% upto and including 30% below	15%
5	> 30%	20%

9. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the Percentage rate inclusive of all taxes and it should be saved with the same name as it contains.
10. **The unit rates and prices** shall be quoted by the bidder entirely in **Indian Rupees** and the rates quoted shall be deemed to include **price escalation and all taxes** up to completion of the work unless otherwise, specified.
11. Bidders are advised to use **“My Documents”** area in their user on e-Tendering portal to store **such** documents as are required.
12. **Defect Liability Period:** The DLP shall be calculated from the date of certified completion of work and shall be 365 days from the date of completion.
13. 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.
14. The key construction materials like Cement, TMT Steel, Bitumen of required grade, etc. 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 Incharge before start of the work and during the currency of the work. The approved brands of Cement/Tar Steel are as under :-
- i/ **Cement of Ambuja, ACC, Ultratech** make manufactured on Major Plant as approved by the concerned Asstt. Executive Engineer along with test certificate and bills /vouchers should be submitted if required.
- ii/ **TMT steel of SAIL, TATA TISCON, Jindal TMT(JSW Steel) & RashtriyaIspat** and bills/ vouchers should be submitted along with test certificate if required.
- iii/ **The various test of the materials like cube test etc shall be done by contractor from time to time or as directed by Engineer incharge and from Govt. Approved laboratory and its expenses shall be borne by contractor only.**
- 15 Qualification Criteria for participation in the bid/tender shall be as under:-

S. No	Particulars	Amount	Financial Turnover	Similar Nature
1	Civil Works	Upto` 250.00 Lacs	Nil	Nil

2	Civil Works	Above 250.00 Lacs	1, Minimum Annual financial turnover during anyone of the year out of past 07 years of at least 50% of the value of proposed contract	<p>1. Three similar completed works costing not less than the amount equal to 40( forty)percent of the advertised cost during the last 7 years , or</p> <p>2.Two similar completed works costing not less than the amount equal to 50 ( fifty) percent of the advertised cost, during the last 7 years or</p> <p>3. One similar completed work costing not less than the amount equal to 80 (eighty) percent of the advertised cost, during the last 7 years and</p>
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16. The Department will not be responsible for delay in online submission due to any reason.

17. **Performance Security:**

17.1 **Failure of the successful bidder to comply with the requirements of the Clause of SBD of e-NIT shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit/Bid Security.**

17.2 **Non- receipt of Earnest Money Deposit/performance security from the lowest/successful bidder with in prescribed period of time shall invite action under rules which may include blacklisting/debarring from any further participation in future tendering process in SAMAGRA SHIKSHA and enlisting authorities shall be apprised thereof for further course of action.**

18. **As per Chief Engineer PW (R&B) Department Jammu's Circular No. CEJ/PS/M/719 dated 22-09-2020, no bidder will be allowed to withdraw his bid once he participated in the tendering process what so ever case may be.**

19. **Photographs of pre-execution during execution and post execution of all the activities to be maintained and this will be the responsibility of the concerned contractor in liaison with the Enigneer Incharge to maintain them. A set of photographs will have to be enclosed with the payment bill.**

20. **Lowest bidder have to submit a affidavit of Rs. 100/- for drawal of agreement at the time of allotment as per circular issued vide Chief Engineer , PW(R&B) Department Jammu's Circular issued vide No. CEJ/G/12660-87 dated 07-10-2021. (Agreement format attached herewith)**

Sd/-  
(Er. Sanjiv Kumar Gupta)  
Executive Engineer,  
Education Department,  
Construction Div. IV  
(SmS) Jammu

No:- Edu/Xen-IV-J/SmS/22/9242-47

Dated: 17-10-2022

Copy to the: -

1. Principal Secretary to Govt. School Education Department Civil Secretariat J&K, U.T. Jammu/ Srinagar.
2. District Development Commissioner, concerned for information.
3. Project Director Samagra Shiksha J&K, U.T. for favour of information.
4. Director School Education Jammu for information.
5. Chief Education Officer, concerned for information
6. Assistant Executive Engineer, School Education Department Construction Div-IV, (SmS) Jammu
7. Office File.

## TERMS AND CONDITIONS

### 1. Instructions to Bidder (ITB)

In order to qualify, all bidders shall upload the Scanned copies of following documents:-

List of important documents and comprise of scanned copies to be uploaded online only on [www.jktenders.gov.in](http://www.jktenders.gov.in).

- a) Original documents, defining constitution or legal status, place of registration and principal place of Business, instrument permissible on account of bids security and cost of bid document as specified in NIT, Registered E mail address and Mobile No of the bidder / Firm.
- b) Registration Card duly renewed for the current financial year 2022-23.
- c) PAN Card.
- d) GST No. & Copy of latest GST-3/GSTR-3B Return.
- e) EMD in shape of CDR/FDR @ 2% of the Advertised cost from nationalized/scheduled bank pledged to Concerned Executive Engineer.
- f) Cost of the tender document in shape of Treasury e-Challan/Receipt
- g) A copy of *affidavit duly attested by Notary on Rs.10/- stamp paper mentioning the correctness of information as mentioned in clause 2 sub para IV below*

### 2.

#### IMPORTANT DOCUMENTS

List of important documents and comprise of scanned copies to be uploaded online only on [www.jktenders.gov.in](http://www.jktenders.gov.in).

- I. Copy of Registration card duly renewed for the current financial year 2022-23 .
- II. Copy of the GST No. & Copy of latest GST Return.
- III. PAN Card
- IV. EMD in shape of CDR/FDR @ 2% of the Advertised cost from nationalized/scheduled bank pledged to Concerned Executive Engineer.
- V. Proof of fee deposited (treasury e-challan) Cost of Tender Document
- VI. Affidavit  
*To submit original copy of affidavit duly attested by Notary on Rs.10/- stamp paper to the effect that:-*

- a. *The documents/certificates etc. enclosed with the Technical bid are genuine and have not been tampered or fabricated.*
- b. *That I have not been debarred or black listed by any Govt. /Semi Govt. (including central and State) Department.*

- c. That I have not fallen into litigation with any Govt. or Semi Govt. Department.
- d. That my tender/bid shall remain valid for 120 days from the date of opening of Technical bid.
- e. That the information supplied with the tender is correct and nothing has been concealed and for any misrepresentation of facts I shall be responsible and liable for action.

(Note: Failure to produce these documents shall make the bid as non-responsive).

### 3. SUBMISSION OF BID

Two cover systems shall be adopted by the bidder in submission of Bid Part-I & Part-II in online format.

Part-I shall be named as "Technical Bid" containing following documents in online format only.

- I. Affidavit *duly attested by Notary*.
- II. Copy of Registration card duly renewed for the current financial year 2022-23
- III. Copy of the GST No. & Copy of latest GST Return.
- IV. Copy of PAN Card
- V. Proof of fee deposited (treasury e-challan) Cost of Tender Document
- VI. EMD in shape of CDR/FDR @ 2% of advertised Cost from Nationalized/ scheduled bank pledged to concerned Executive Engineer
- VII. The Firm/Contractor should be financially sound and shall submit latest GST Return.
- VIII. The Bidder who have been issued /obtained their registration card from Kashmir Valley should also upload the clearance of verification of genuineness from Crime Branch, Jammu as per SSP Crime Branch Jammu's letter No. CBJ/MSW/2019/27550 dated: 09-11-2019 otherwise his/her tender shall be rejected.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representations in the forms, statements, affidavits **duly attested by Notary** and attachments submitted in proof of the qualification requirements: and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

#### 4. **One Bid per Bidder**

Each Bidder shall submit only one Bid for one work. **A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified**

#### 5. **Cost of Bidding**

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

#### 6. **Site Visit**

The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiarise himself with the site of works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidder's own expense. He may contact the Executive Engineer incharge of work for any guidance relating to site visit.

### B. BIDDING DOCUMENTS

#### 7. **Content of Bidding Documents**

The set of bidding documents comprises the documents listed below:-

- 1 Notice Inviting Tender
- 2 Instruction to Bidders
- 3 General conditions of Contract
- 4 Bill of Quantities



5 Drawings

8. The bidder is expected to examine carefully all instructions, conditions of contract, terms and specifications, bill of quantities, drawings in the Bid Document. Failure to comply with the requirements of Bidding Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bidding Documents, shall be rejected.

9. **Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Facsimile (Fax) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. **Amendment of Bidding Documents**

Before the deadline for submission of bids the Employer may modify the bidding documents by issuing addenda.

To give prospective bidders reasonable time to take an addendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids.

11. **Preparation of Bids**

Language of Bid is **English**

12. **DOCUMENTS COMPRISING THE BID**

The bid submitted by the Bidder in electronic form shall be in two separate parts:

**Part I**

This shall be named **Technical Bid** and shall comprise of **Scanned copy of following documents**

- i/ **Copy of EMD in shape of CDR/FDR @ 2% of advertised Cost from Nationalized/scheduled bank pledged to concerned Executive Engineer.**
- ii/ **Copy of treasury e-challan towards cost of tender document indicating e-nit no. and name of work, S.No. of work and name of Contractor deposited under the Treasury Head 0202 Secondary Education.**

**List of Document to be enclosed with the Bidding Document by the intending Bidders**

(Bidders are advised to use "My Documents" area in their user on Jammu & Kashmir e-Tendering portal (<http://jktenders.gov.in>) to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)

- i) **Copy of Registration Card duly renewed for the current financial year 2022-23.**
- ii) **Copy of GSTIN issued from CBEC/Commercial Tax Department.**
- iii) **Copy of PAN Card.**
- iv) **Bidder shall furnish proof of latest return in GST-3/GSTR-3B for the year 2020-21.**
- v) **A copy of affidavit duly attested by Notary on Rs.10/- stamp paper mentioning the correctness of information**

**Note :- Original instrument in respect of Technical Bid Documents mentioned above must be produced by L1 at the time of award of contract to the Executive Engineer Education Department Const. Div. No. IV, Samagra Shiksha Jammu**

**Part II**

It shall be named **Financial Bid** and will be in electronic format comprising of :-

- i. Bill of quantities.

Each part shall be separately submitted online

The following documents which are not submitted with the bid will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidder
3	Conditions of Contract
4	Specifications
5	Drawings

### **13. Bid Prices**

- 13.1 The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall adopt Percentage rate only.
- 13.3 All duties taxes, royalties and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

### **14 Currencies of Bid and payment.**

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in India Rupees.

### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period of **120 days** after the deadline date for bid submission.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money Deposit. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money Deposit for a period of the extension, and in compliance with clause 16 of ITB in all respects.

### **16. EMD in shape of CDR/FDR.**

- 16.1 **The bidder shall be disqualified from bidding for any contract with this office for a period of 03 Years from the date of notification,**
  - a) If the Bidder withdraws the bid after bid opening during the period of bid validity;
  - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - i) Sign the Contract Agreement within 07 days from issuance of allotment.
    - ii) Furnish the required Performance Security

## **C. SUBMISSION OF BIDS**

### **17. Submission of Bids**

- 17.1 **The Bidder shall submit separately "Technical Bid" and "Financial Bid"**

### **18 Process to be Confidential.**

**Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful**

Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

**19 Clarification of Bids and Contacting the Employer**

No Bidder shall contact the Employer or any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

**20 Examination of Bids and Determination of Responsiveness**

During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in clause 2 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

A subsequently responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way, inconsistent with the bidding documents, the employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a "Financial Bid" is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by corrections or withdrawal of the nonconforming deviation or reservation.

**PRICE PREFERENCE**

There will be no price preference to any bidder

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

**22. Tax**

The rates quoted by the Contractor shall be deemed to be inclusive of all taxes including GST (SGST and CGST) that the Contractor will have to pay for the performance of this Contract up to the completion. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law from time to time.

**23. Currencies**

**24.1 All Payments shall be made in Indian Rupees.**

**24.2. Price Adjustment**

**24.3 The rates quoted by the contract shall be deemed to include price escalation upto completion of project.**

**25. Retention**

**25.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.**

**25.2 Security deposit shall remain withheld for defect liability period and shall be released only after satisfactory completion of work and report by the concerned authority vide Govt. Order No. 299-F of 2020 dated 11-12-2020.**

**26. Tests**

If the Engineer-in-Charge instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test Confirms the defect, then the contractor shall have to pay for the tests and the defective work shall have to be dismantled and reconstructed in accordance to the IRC/MOST/BIS/CPWD/NBO Specifications as applicable.

The Engineer in-charge of site shall ensure/will certify that the lab has been established & tests performed. The

The contractor will furnish documentary proof of procurement of materials like cement, steel and other equipments and goods to the engineer in-charge. This will include original vouchers for all quantities in lieu of purchase of materials/ equipments etc from the original manufacturer or authorized dealer/distributor to the satisfaction of engineer in-charge for ascertaining genuineness of materials.

No extra payment on account of quality control measures shall be paid to the contractor.

**26. Identifying Defects**

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

**27. Correction of Defects**

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

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

**29. Uncorrected Defects**

**29.1** If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**General Conditions:-**

1. The tender opening committee reserves the right to reject any/all the tenders without assigning any reason thereof.
2. In case Firm/ Contractor fails to start the work within the stipulated time, the contract can be terminated and the Department may execute the work at his risk and cost. Any additional amount involved for execution of work shall be recovered from the contractor's dues lying with the Executive Engineer, Education Department, Construction Division-IV, Jammu.
3. The contractor shall be personally liable for civil and criminal prosecution under law, if specification of the work/materials used are found in contravention to the specifications prescribed during execution of work and even after completion and finalization of contract i.e. at any stage.
4. The bad and defective works shall not be accepted and if required got executed through some other agency at the risk and cost of the contractor.
5. Rates quoted/allotted shall remain firm during the currency of contract. The rates quoted by the firm shall be final inclusive of all taxes for complete item including all material and carriages etc. No price escalation shall be allowed/accepted.
6. The Performance Security of successful Contractor shall be released after a period of 01 year of defect liability period to be reckoned from the date of completion of work. The intending bidder while submitting his bid online shall also upload photocopy of instrument of bid security/Earnest Money Deposit and affidavit with other required documents.
7. 10% security deposit shall be deducted from each running bill and shall be released after satisfactory completion of the D.L.P. and relevant certificate from the concerned A.E.E.
8. The work will have to be executed strictly as per requirement at site as per the instructions of the Engineer-in-charge.
9. In case of any typographical error/omission is found in the rate list of tender document in respect of any item of the work, the same shall be corrected after verification.

10. The GST, Income Taxes, Construction Workers Welfare Cess and other prevalent taxes/ duties leviable/ applicable shall be recovered on the Govt. prescribed rates from all payments made to the contractor.
11. The contractor will abide by all labour laws and will be personally responsible for any accident/ casualty caused during the period of execution and completion of work.
12. Items not covered in the advertised rate list but found necessary during execution of the work at the site, shall be paid on the overall appreciation/depreciation of allotted rates over SSR 2020 rates and the items not covered in the SSR 2020 will be paid as per LMR duly verified by the concerned Assistant Engineer or on the analysis of the rates whichever is less.
13. Nothing extra on account of scaffolding/ bamboo stair-cases shall be paid.
14. Any item, if not found necessary at site during execution of work although advertised can be deleted and no claim what so ever shall be entertained on this account.
15. If the Contractor fails to complete the work within the stipulated period the contractor shall be penalized @10% of the cost of contract and the same shall will be deducted from the payments.
16. The material used by the contractor at site should be of approved brand/ quality/ specifications and any lapse in this regard shall be responsibility of the contractor.
17. All terms and conditions of NIT/Agreement/Special conditions if any as laid in the enclosed rate list shall also part of the contract/agreement.
18. Tests:- The contractor shall be solely responsible for carrying out the mandatory tests (Concrete Blocks etc) required for the quality control at his own cost including that of materials supplied for execution.
19. The contractor shall abide by all the prevalent and relevant laws, acts, regulations etc in force and will be personally responsible for any contraventions of such prevalent and relevant laws, acts, regulations etc in force.
20. The watch and ward of all materials/machinery shall be responsibility of contractors/ agency.
21. Insurance: - Insurance cover to Labour / Machinery / Work / Plant material / Equipment as per law shall be provided by the contractor.
22. Any repair, if required, to be got executed for defective work shall be done by the contractor at his cost during defect liability period i.e. 01 year after physical completion of work.
23. Release of Deposit:- The security deposit deducted from the bills will be released only after satisfactory completion of the defect liability period and after submission of relevant certificate from concerned A.E.E.
24. Time Extension:- Suitable Time Extension shall only be granted in case of increase in scope of work and in the event of delay beyond the control of contractor to be determined by the department.
25. Restoration of site:- on completion of contract, the contractor shall be responsible to remove all un-used material and clearing of site.
26. 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 without causing any hindrance to the traffic.
27. Receipt / e-challan towards cost of tender document without name of work shall not be entertained.
28. Arbitration:- in case of any disputes arising out of the contract the same shall be referred to the Arbitrator i.e. State Project Director/ Director of School Education Jammu as the case may be. The decision of the arbitrator shall be in final and binding upon the parties concerned.
29. Defect Liability Period:- The Defect Liability Period shall be calculated from the date of physical completion of work and period shall be 01 year.
30. The Additional Performance Security (Wherever applicable) shall be released after successful completion of work and after submission of relevant certificate from concerned A.E.E.
31. Safety:- The contractor shall be responsible for safety of all activities at site of work.

- 32. Treasures & Fossils:-** Anything of historical or other interest or of significant value unexpectedly found on the site shall be the property of the Govt.
- 33. Termination of Contract:-** The Department may terminate the contract, if the contractor causes a fundamental breach of the contract. Fundamental breach of contract will include:-
- (i) Continuous stoppage of work for a period of 10 days without authorization of Engineer in charge.
  - (ii) Contractor is declared bankrupt.
  - (iii) Any evidence of involvement of contractor in corrupt practices.
  - (iv) Pursuant to the process of termination of contract, the department has the right to invite fresh tender for the balance work at the risk and cost of the defaulter/contractor.
- 34. Law Governing the Contract:-** The contract shall be governed by Laws of the land.
- 35. Court's Jurisdiction:-** In case of any disputes/ differences arises between the contractor and the department, the same shall be settled in jurisdiction of the Jammu City Court.

Sd/-  
(Er. Sanjiv Kumar Gupta)  
Executive Engineer,  
Education Department,  
Construction Div. IV  
( SmS) Jammu

## GOVERNMENT OF JAMMU AND KASHMIR (U.T.)

### P.W.D FORM OF CONTRACT AGREEMENT

**Construction Division IV School Education Department Samagra Shiksha Jammu.**

**AGREEMENT No.**

**DATED :**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ between **Executive Engineer, Construction Division IV School Education Department Samagra Shiksha Jammu** (Herein after called the Employer) of the one part and Sh. / Smt. /

M/S \_\_\_\_\_

\_\_\_\_\_ (Herein after called the contractor) of the other part.

Whereas the Employer is desirous that the contractor execute \_\_\_\_\_

\_\_\_\_\_ and the Employer accepted the bid by the contractor for the execution and completion of such work and the remedying of any defects therein, at contract price of Rs. \_\_\_\_\_ with the following breakups.

Schedule date of start :- To be reckoned w.e.f. from seven days of issuance of allotment.

Period of completion :- \_\_\_\_\_.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-**

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
  2. In consideration of the payments to be made by the Employer to the contractor as herein after mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all respects 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 of such other sum as may become payable under the provision of the contract at the times and in the manner prescribed by the contract.
  4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
    - I. Allotment of contract / letter of acceptance.
    - II. Contractors's bid
    - III. Contract data.
    - IV. Conditions of contract : special conditions of contract.
    - V. Additional conditions
    - VI. Drawings
    - VII. Bill of quantities.
    - VIII. Any other document listed in the contract data as forming part of the contract.
    - IX. Defect Liability Period is for \_\_\_\_\_ Months from the date of completion of the work.
    - X. All terms and conditions of this contract shall be same as indicated in the ENIT for the work.
- In witnessed where of the parties there to have caused this Agreement to be executed the day & year first before written.

**For and on Behalf of the Lt. Governor J&K U.T**

**Witness**

1. Sh / Smt. / M/S \_\_\_\_\_  
S/O Sh. \_\_\_\_\_  
R/O \_\_\_\_\_  
Tehsil \_\_\_\_\_ District \_\_\_\_\_
2. Sh / Smt. / M/S \_\_\_\_\_  
S/O Sh. \_\_\_\_\_  
R/O \_\_\_\_\_  
Tehsil \_\_\_\_\_ District \_\_\_\_\_

**Signature of Contractor**

Sh / Smt. / M/S \_\_\_\_\_  
S/O Sh. \_\_\_\_\_  
R/O \_\_\_\_\_  
Tehsil \_\_\_\_\_ District \_\_\_\_\_

Executive Engineer  
Construction Division IV  
School Education Department  
Samagra Shiksha Jammu