



Government of Jammu & Kashmir  
**OFFICE OF THE EXECUTIVE ENGINEER IRRIGATION  
& FLOOD CONTROL DIVISION KUPWARA**

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**NOTICE INVITING E-TENDER**

**e-NIT No. IFCDK/ 02 of 2025-26**

**Dated: 08-09-2025.**

For and on behalf of Lieutenant Governor, Union Territory of Jammu & Kashmir, e-tender (in Single Cover System) on **Percentage (%)** basis is invited from approved and eligible contractors for the following works to be opened in the office of Executive Engineer Irrigation & F C Division Kupwara:

(Amount in ₹)

S No	Name of Work	Adv. Cost	Earnest Money or Bid Security	Cost of T. Doc	MH of Account	Time for completion	Class of Contract	TS No & Date
1	2	3	4	5	6	7	8	
01.	Improvement of Irrigation Nallah from Irshad Ahmad Bhat to Macher Nallah Shalgund Pyt Lalpora C Phase II.	₹949000.00	₹18980.00	₹600.00	APDS	20 Days	CEE/DE E	This office No. 35/TS/ Kup/ 2025-26 Dated: 25.08.2025
02.	Construction of Flood protection works at Nallah Pathra Bala near Masjid Qadeem Haji Naka at Manigah C.	₹478000.00	₹9560.00	₹200.00	APDS	15 Days	DEE	This office No. 40/ TS/ Kup/ 2025-26 Dated: 25.08.2025

**Position of AAA:** Accorded vide District Development Commissioner Kupwara's order No's. **110-DDCK of 2025** Dated: **29.08.2025** issued under endstt. No. DDCK/D. Capex/AA/2025-26/**4541-46** Dated: **29.08.2025**.

**Position of Funds:** Approved under current years (2025-26) **APDS**

The Bidding document consisting of qualifying information, eligibility criteria, specifications, set of terms and conditions and other details can be seen/ downloaded on e-procurement portal <https://www.jktenders.gov.in>, as per schedule of dates given below:

01.	Date of issue of Tender Notice	08-09-2025 from 16:00 Hrs.
02.	Date of start of downloading bid	09-09-2025 from 10:00 AM
03.	Bid submission start Date Technical/ Financial	09-09-2025 from 10:00 AM
04.	Bid Submission end date	24-09-2025 upto 16:00 Hrs.
05.	Date and time of opening of Tenders (online)	25-09-2025 at 12:00 PM

**Note:** The Department shall not be responsible for any delay in the online submission of bids due to any reason whatsoever. Prospective bidders are advised to thoroughly read and understand the instructions provided in **Annexure-A** as well as the General Conditions of Contract detailed in **Annexure-B** prior to submitting their bids. Submission of the tender shall be deemed as conclusive evidence that the bidder has read, understood, and accepted all terms and conditions stipulated therein.

No: IFCDK/CS/ 1520-31

Dated: 08-09-2025

  
Executive Engineer  
Irrigation & F C Division  
Kupwara.

**Copy for information of the:**

01. Chief Engineer Irrigation and Flood Control Department, Srinagar (BOQ Enclosed).
02. District Development Commissioner Kupwara.
03. Superintending Engineer Hydraulic Circle Kupwara HQ: Handwara (BOQ Enclosed).
04. Joint Director Information Department Srinagar for publishing this e-NIT in Two (02) leading local dailies before its due date and a copy of the Newspaper in which the e-Nit is published be sent to this office for record and reference please.
- 05-07. Assistant Executive Engineer Irrigation Sub-Division Kupwara/ Lolab/ FCSD Kupwara.
- 08-10. Head Assistant/Head Draftsman/ Assistant Accounts Officer Divisional office.
11. Contractor Association \_\_\_\_\_.
12. Notice Board.
13. Office file.

**ANNEXURE "A" to e-NIT No. IFCDK/ 02 of 2025-26 Dated: 08-09-2025**

**(Instruction to Bidders)**

**1. Bid Security/ Earnest Money and Cost of Tender Document:**

- 1.01 Bids must be accompanied with **Earnest Money** (Bid Security) in shape of **Call Deposit Receipt (CDR)/ Fixed Deposit Receipt (FDR)** for the amount shown above to be pledged in favour of the Executive Engineer Irrigation & F C Division Kupwara. The Bid Security shall be refunded to the successful Bidder (L-1) on receipt of Performance security as per rule **171 (iii)** of GFR **2017**. The Bid Security of other participants shall be refunded on receipt of Treasury Receipt/ Challan.
- 1.02 Cost of Tender document (**Non-refundable/ Non- transferrable**) for the amount shown above to be deposited under MH: **0702-Revenue Misc.** in shape of **Treasury Challan/ Receipt or e-challan** as per **Appendix-II** and pledged in favour of Executive Engineer Irrigation & F C Division Kupwara.  
**The date on these instruments must not prior to date of issuance of this Tender Notice.**

**2. Performance Security/ Additional Performance Security:**

- 2.01 The Successful bidder (L1) has to furnish Performance Security @**03%** of contract value in the form of **Cash Deposit Receipt (CDR)/ Fixed Deposit Receipt (FDR)/ Bank Guarantee (BG)** from any Scheduled Bank within 07 days after opening of financial bids which shall be released on successful completion of **Defective Liability Period (DLP)**.
- 2.02 In case of Abnormally Low Bids, the Successful Bidder (L1) has to deposit Additional Security Performance in shape of **Cash Deposit Receipt (CDR)/ Fixed Deposit Receipt (FDR)/ Bank Guarantee (BG)** from any Scheduled Bank as tabulated below, in accordance with the Circular instructions issued by the Govt. of Jammu & Kashmir Finance Department (Codes Division) Civil Secretariate, Jammu/ Srinagar vide No. **FD-Code/441/2021-02-158** Dated: **08-08-2025**:

S No	Percentage below the Advertised Amount	Additional Performance Security to be furnished by the Successful Bidder
01.	Upto 10% Below	Nil
02.	11% to 20% Below	Bid starting at <b>11%</b> , shall be incremented by <b>0.1%</b> for every percentage of bid price below upto the maximum of <b>1%</b> .
03.	More than 20% below	Bid starting at 20% or more below Advertised cost, shall be incremented by <b>0.2%</b> for every percentage of bid price below 20% in addition to <b>1%</b> .

**The Additional Performance Security shall be treated as part of the Performance Security.**

3. Nothing shall be paid on account of dewatering, diversion or construction of ring bund quantities executed in or under water, making of tracks, ramps & removal of the same after completion even if involved at site. The contractor shall quote their rates accordingly.
4. The bids for the work shall remain valid for a period of 90 days from the date of opening of Price bids.
5. Bidders are advised to download bid submission manual form the "Downloads" option as well as from "Bidders Manual Kit" on website <https://www.jktenders.gov.in> acquaints bid submission process.
6. 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 Vendor.

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*(Handwritten signature)*

7. The bidder has to submit their bids online in electronic format with digital signature. No bid will be accepted in physical form.
8. Bidders are advised to use "My Document" area in their uses on JK tenders e-Tendering portal to store such documents as are required.
9. Errors and omissions, if any shall be read with **SOR 2022**.
10. Drawl of Agreement with this department on PWD Form **25-double** within 10 days after fixation of contract.
11. Production of original documents necessary for verification on declaration of the lowest bidder by or before **07** days of the opening of Price Bid/ Generation of comparative statement.
12. Bidders should note that if the documents uploaded/submitted on the basis of which the contract has been awarded are found fake/ not genuine at any time, the contract shall be cancelled and the contractor/ bidder shall be blacklisted for participation in this division for a period of one year besides the performance security deposited for the said work shall be forfeited.
13. Complete bio data of contractor/ agency as per **Appendix-I**.
14. Bidders are advised not to make any change in BOQ (Bill of quantities) contents, in no case they should attempt to create similar manually. The BOQ downloaded should be used for quoted rates in percentage inclusive of all taxes and should be saved with the same name as it contains.
15. The bidders shall scan all the documents on **100 dpi** with black and white option and upload apparent copies of scanned documents as per following checklist:

Checklist	
01.	Valid Original Treasury Challan/ Receipt as per <b>Appendix-II</b> as cost of tender Document
02.	Earnest Money or Bid Security in shape of <b>Call Deposit Receipt (CDR)/ Fixed Deposit Receipt (FDR)</b> pledged in favour of Executive Engineer Irrigation & F C Division Kupwara.
03.	Valid Registration Card duly renewed for the current financial year 2025-26.
04.	Verification certificate of Registration card.
05.	PAN Card
06.	Valid GST Registration Certificate.
07.	Latest GST Return in the form of GSTR-3B of latest Quarter or Month as applicable.
08.	Bank Account Number linked to GSTIN. The payment will be made only to the Bank Account Number linked to the GSTIN.
09.	Other relevant document as per NIT.

16. **Price Adjustment:** The rates quoted by the bidder shall be deemed to include escalation upto the completion of work.
17. The bidder shall examine the site of work and its surroundings at his own risk and responsibility before submission of bid by bidder shall be deemed to imply that the bidder has read, understood, and abided the conditions stated in the NIT.
18. The employer may modify the bidding documents by issuing corrigendum/ addendum if required before deadline for submission of bids.
19. The Tender/ bid is liable to rejection if does not fulfil the requirements as laid down in the e-NIT.





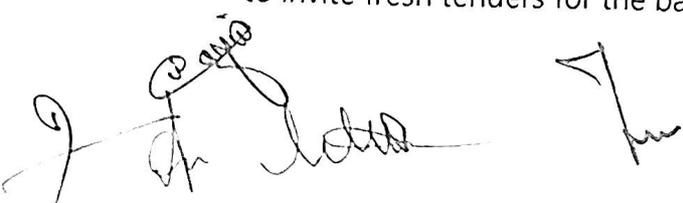
**ANNEXURE "B" to e-NIT No. IFCDK/03 of 2025-26 Dated: 08-09-2025**

**(General Conditions of Contract)**

1. The **Date of start** of work shall be reckoned within **Seven (07)** days from the date of issuance of Letter of Intent (LOI)/ Allotment as the case may be. In case the agency fails to execute the work within time limit as prescribed in the e-NIT, the work shall be put to fresh tenders at his Risk and Cost, besides the deposits in shape of Performance Security shall be forfeited and debarred from participation in tendering process.
2. The Contractor shall have to arrange all the key construction material for successful completion of the work. No Departmental supply shall be issued.
3. The work should be executed as per the drawings/ specifications within the specific time limit as stipulated in the e-NIT.
4. The variation/deviation in quantities/extra items/ substitute items shall be dealt as per Manual for Procurement of Works 2022.
5. **Penalty for delay in completion:** In case of delay in completion of work beyond stipulated time not justified and caused due to the faults of the Contractor a penalty shall be imposed as per Manual of procurement of Works 2022.
6. **Advance Payments:** No Mobilization /Equipment Advance shall be paid.
7. **Disclosure of GSTIN linked Bank Account Number:** In accordance with the Government of Jammu & Kashmir-Finance Department Circular No: **01 (Adm) FD of 2025** Dated: **08/07/2025**, every participating supplier/contractor has to mandatorily disclose the bank account number linked with their GSTIN at the time of bid submission. **No payment shall be made by this office to bank account number other than linked with the GSTIN of the successful bidder.**
8. **Taxes:** All Statutory Taxes viz. GST, Income Tax, Labour cess and any other Tax as applicable under Rules shall be deducted from the Running Bills of the Successful Tenderer on Gross amount.
9. **Schedule of Payment:** The Payment shall be made on the basis of availability of funds under appropriate Head of Account and value of work executed by the contractor, shall be determined by the Engineer Incharge.
10. **Security Deposit/ Retention Money:** The Security Deposit/ Retention Money shall be deducted @10% from each Running Bill Payment of the Contractor which shall be released after expiry of **Defect Liability Period (DLP)** and satisfactory performance report by the Engineer Incharge.
11. **Defect Liability Period:** The contractor should be responsible to maintain the work within a defective liability period of **Six (06)** months after date of completion of work. The Date of completion of work shall be taken financially as recorded by the concerned Assistant Executive Engineer in the Works Register and other relevant documents maintained by his office for the said work.
12. **Restoration of work:** On completion of contract the contractor shall be responsible to remove all un-used material and restore all the surroundings to their original position at his own cost, besides any damage if caused during execution of work shall be restored by the contractor at his own.



13. **Arbitration:** If an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through arbitration as per the Indian Arbitration and Conciliation Act, 1996 [Amended 2015 and 2021].
14. **Safety:** The contractor shall be responsible for safety of all activities at site of work including the Labour deployed by him during execution.
15. **Insurance:** The Insurance Cover to Labour/ Machinery/ Work/ Plant/ Material/ Equipment by the contractor shall be mandatory.
16. **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
17. **Tests:** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost and nothing extra shall be paid.
18. **Time extension:** The work is to be completed within the time limit specified in the 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 requested the period for which extension is desired.
  - Abnormal/bad weather of serious loss of damage by fire of Civil commotion, strike or lockout (other than among the labour engaged) 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.
  - In the event of grant of extension of time the contract price shall remain unchanged. No extra payment shall be paid on account of idling charges of the men and machinery.
19. Failure on part of the contractor to fulfil his obligations of maintenance schedules shall result in forfeiture of the Performance Security deposits held for this purpose for this work.
20. **Termination:** The employer may terminate the contract if the contractor causes any fundamental breach of the contract, which includes:
- Continuous stopping of work for a period of 30 days without authorization of Engineer in-charge.
  - Contractor is declared bankrupt.
  - Any evidence of involvement in corrupt practices.
  - Contractor indulges in wilful disregard of the quality control measures put in place by the department.
  - Contractor delays the completion of work beyond stipulated time of completion.
21. Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tenders for the balance work at the risk and cost of defaulter contractor.



22. 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 dispute Act 1947.
  - XI. Industrial employment standing orders Act 1946.
  - XII. Trade Union Act 1926.
  - XIII. Child labour (Prohibition and Regulation) Act 1986.
  - XIV. Interstate Migrant workmen's (Regulation of employment and condition 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.
  - XVII. Compliance with Labour Regulation Laws of Union Territory of Jammu & Kashmir.
23. **Courts Jurisdiction:** In case of any disputes/differences between contractor and Department the jurisdiction shall be of Kupwara Courts/ High Court Srinagar only.
24. All other terms and conditions as laid down in the PWD Form 25 Double shall also remain in force.
25. **The tender opening authority reserves the right to accept or reject any or all tenders or any part of any tender without assigning reason thereof.**

  
**Executive Engineer**  
**Irrigation & F C Division**  
**Kupwara**  
