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P-II

Bijbehara  
JMM  
22-23

## OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

**M/S ARIF HUSSAIN DAR**  
**S/O Ab Rashid Dar** No/PHB: 13/115-20  
**R/O Guree** Dated: 08-12-22  
**Regd: 08-DEE/SE/Hyd/Ang/2014-15** GST. No:- 01CAVPD0558H1ZU

**Tender ID: 2022\_PHE\_173889\_17**  
**Adv. Cost Rs: 7.09 Lacs** **Alloted cost Rs: 6.31 Lacs**

**Subject:-** Retrofitting of WSS GURI by way of 1/f pipes under JMM.  
**Reference**  
 1. Your tender received in response to this office Fresh: e-NIT No. 25 OF 2022-23 NO/PHE/ 3100-20 Dated: 13-06-2022  
 02. Read with Corrigendum No: /PHB/3776-96 Dated: 28.06.2022  
 03. Read with Corrigendum NO/PHB/4323-43 Dated: 05.07.2022  
 04. Read with date Extension NO/PHB/4471-95 Dated: 12.07.2022  
 05. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3058-60 Dated: 30.07.2022  
 06. Superintending Engineer Hyd.Circle Anantnag's Authrozation Letter No:SE/Hyd/4590 Dated: 03.08.2022  
 07. Letter of intent No/PHB/6187-94 Dated:03.08.2022

For & on behalf of Lt. Governor of J&K (UT), contract for above noted work is hereby fixed with you on the following quoted rates :-

Sl.No	Description of Work / Item(s)	Qty	Units	Estimated Rate	Amount
1	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed (1 meter from cutting edge)				
2	All kinds of soil	780.75	Cum	436.00	340407
3	Making connections of G.I distribution branch with G.I main of following sizes by providing and fixing Tee, including cutting and threading the pipe etc complete.				
4	25 to 40 mm nominal bore	32.00	No.	666.25	21320
5	Filling available excavted earth (excl'd rock) in trenches plinth sides of foundation etc. in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming & watering lead upto 50 m, & lift upto 1.5 m.	702.68	Cum	198.70	139623
6	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work.				
7	50 mm dia. G.I. pipes	1000.00	Mtr.	40.80	40800
8	40 mm dia. G.I. pipes	1250.00	Mtr.	40.80	51000
9	25 mm dia. G.I. pipes	1400.00	Mtr.	30.65	42910
10	20 mm dia. G.I. pipes	1800.00	Mtr.	20.25	36450
11	15 mm dia. G.I. pipes	1600.00	Mtr.	20.25	32400
12	CARRIAGE OF MATERIALS By Mechanical Transport including loading, unloading and stacking				
13	Below 100 mm G.I Pipes ( 35 kms)	21.39	MT	196	4192
<b>Total</b>					<b>709000</b>
<b>Deduct @ Rs: 11.001 % of all Items</b>					<b>78000</b>
<b>Amount Alloted</b>					<b>631000</b>
<b>Say Rs: 6.31 Lacs</b>					

o/c

Rates & Qty Checked  
 Head  
 Draftsman

Technical Officer

Executive Engineer  
 Jai Shakti PHE Division Bijbehara

## Terms & Conditions

1	The cost of work should in no case exceed beyond Rs. 6.31 Lacs (Rupees Six Lac thirty one thousand ) only
2	The work shall have to be completed within a period of 30 days from the date of issuance of this allotment order failing which penalty upto 10% of the total value of contract shall be imposed upon you.
3	Earnest money deposited by you vide C DR NO: 021746 DT: 02.08.2022 RS:7100 /-- and No: 021694 Dated: 27.06.2022 Rs: 14200/- successful completion of the work and expiry of defect clause.
4	<b>Client/Paying Authority:</b> The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Assitant Executive Engineer
5	<b>Terms of Payment:</b> Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work viz a viz completion period within a variation of -5%.
6	<b>Warranty:</b> The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm /joint venture shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm/joint venture to remove the defect, the Department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.
7	<b>Trial Run:</b> After testing and commissioning of work, the bidder will have to make a trial run of the work for a period of 03 months during which the bidder will have to operate and maintain the executed work to the full satisfaction of the Department.
8	<b>Defects Liability Period (DLP):</b> The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run. The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months.
9	<b>Liquidated damages (LD)</b> In the event of allottee failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the allottee or in the event of any default or failure by the allottee in complying with any of the terms and conditions of the contract, the Department shall with or without prejudice to any other remedies available to it under any law for the time being enforce in the UT: a) Terminate the contract after 15 days notice and/or b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department. and/or c) Recover the extra cost, if any, involved in allotting contract to other party. and/or d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract. and/or e) Forfeit the performance security and blacklist the firm.
10	<b>Force Majeure:</b> Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency.
11	<b>Specifications of job:</b> Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.
12	<b>Bidder Dying, Becoming Insolvent Or Imprisoned:</b> In the event of the death or insanity or insolvency or imprisonment of the bidder or where the bidder being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, in the option of the Engineer-in-charge, be terminated by notice in writing posted at the site of the works, communications/ instructions.



13	<p><b>Safety of Govt. Infrastructures:</b> The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allottee.</p>
14	<p><b>Allottee's risk and insurance:</b> All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder.</p>
15	<p><b>Work under Bidders Charge:</b> From the commencement of the work to the completion thereof the same shall be under the bidders charge. The bidder shall be held responsible for and make good any loss or injuries by fire or other causes / theft and shall hold the Government harmless for any claims for injuries to persons or damage to property happening from any neglect, default, want of proper care and misconduct on the part of the bidder, or any of his employees, during the execution of work. The bidder shall be responsible for the compensation if any, to labour under the existing labour laws of the country.</p>
16	<p><b>Setting Out of Works:</b> The bidder shall be responsible for the time and proper setting out of all the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.</p>
17	<p><b>Labour:</b> The bidder shall make his own arrangements for the engagement of all types of the labour, required for the execution of the job. No workman below the age of 18 years shall be employed on the works. Also the bidder shall comply with the provisions of all labour laws and the rules framed there under.</p>
18	<p><b>Storage at Site:</b> The bidder shall at his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at sites till its erection/completion. For the purpose the bidder shall, with the approval of Engineer in charge construct temporary storage accommodation for equipment/ material at site for which land shall be provided by the department near the site of work.</p>
19	<p><b>Watch &amp; Ward of Works:</b> The bidder shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public etc.</p>
20	<p><b>Final Acceptance:</b> The equipment/work shall be accepted by the Department only after the system has been tested and has performed satisfactorily in all respects, at site, in accordance with the provisions of the contract.</p>
21	<p><b>Cleaning Up:</b> On completion of the works the bidder shall clear away, load into trucks or any other transport and remove from the site all constructional plant, surplus materials, dismantled or otherwise, earth and rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition, to the satisfaction of the Department.</p>
22	<p><b>Power and Water Supply:</b> The bidder/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, testing and commissioning of the equipment ordered on him. The bidder shall pay for all electrical energy consumed by him for this purpose at the prevalent electricity tariff in J&amp;K State. Such charges shall be paid by the bidder/firm directly to the Power Corporation and the bidder's final bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division. The Division shall not be responsible, and the bidder shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The bidder/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc.</p>
23	<p><b>Agreement:</b> As soon as letter of award is communicated to the firm, the contract shall be complete and binding upon them, the bidder/firm shall also be required to execute an agreement with the competent authority within seven days from the date of issue of letter of award. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the letter of award in favour of successful firm.</p>
24	<p><b>Tender quantities:</b> <u>The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site as per the design and other considerations. The successful bidder shall have no claim/ reservation on this account and the decision of the department shall be final and binding.</u></p>

25	<b>Third Party Monitoring:</b> The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.
26	All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.

**Copy to the :-**

- 1 **Chief Engineer Kmr PHE Department Srinager for favour of Information please.**
- 2 **District Dev.Commissioner Anantnag for favour of Information please**
- 3 **Superintending Engineer Hyd. Circle Anantang for favour of information**
- 4 **Assistant Executive Engineer PHE Sub -Division Bijbehara for Information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.**
- 6 **Technical Officer Divisional Office for information**
- 7 **File Concerned**

  
Executive Engineer  
JSD PHE Division Bijbehara