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OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA					
M/S Gulzar Ahmad Sheikh		No/PHB:		17412-16	
S/O Mohd Yousf Sheikh		Dated:		30-3-2023	
R/O Bijbehara		EST. No:-		01BRSP6222E1ZF	
Regd No: 06/CEE/Hyd/Ang/2001-02					
Tender ID: 2022_PHE_199009_3					
Adv. Cost Rs: 15.31 Lacs			Alloted Cost Rs: 14.547 Lacs		
Subject:- L/F of pipes for WSS, Hassanpora Tawela under JJM					
Reference					
1. In response to this office Fresh e-NIT No. 63 OF 2022-23 No: PHEB: 13060-80 Dated: 08.12.2022					
2-3.DJMM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3858-60 Dated: 30.07.2022 & No/DDCA/DJMM/9413 Dt: 04.11.22					
04. Superintending Engineer Hyd.Circle Anantnag's Authorization Letter No:SE/Hyd/4590 Dated: 03.08.2022					
5. Letter of Intent No/PHB/ 15247-51 Dated:11.01.2023					
SLNo	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:				
2	a) All Kinds of Soil	945.00	Cum	436.00	412020
3	Earth work in excavation by mechanical means (hydraulic excavator) 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, within a lead of 50 metres				
4	a) All Kinds of Soil	405.00	Cum	252.05	102080
5	Providing & Fixing M.S Flanges to G.I Pipes including cost of nuts, bolts, washers etc complete.				
6	50mm M.S Flange	417.00	pair	900.00	375300
7	Providing and fixing of M.S bends tees, unions, elbows nipples etc				
8	M.S Bends	50.00	kg	200.00	10000
9	unions	36.00	NO	400.00	14400
10	tees	71.00	NO	240.00	17040
11	elbows	30.00	NO	200	6000
12	Laying & Fitting of G.I Pipes .				
13	40 mm G.I Pipe	3000.00	Mtr	40.80	122400
14	25 mm G.I Pipe	3500	Mtr	30.65	107275
15	20 mm G.I Pipe	4000	Mtr	20.25	81000
16	15 mm G.I Pipe	1000	Mtr	20.25	20250
17	Back-filling of available excavated soil into the trench excluding rock.	1215.00	Cum	198.70	241421
18	Carriage of material from source to dumping site at road by mechanical transport.				
19	k) 80 to 15 mm G.I Pipe(12 Km)	33.70	M.T	426.19	14363
20	Extra Carriage of Pipes from nearest dumping site to actual site of work by manual labour for				
21	d) 80 to 15 mm G.I Pipe(300 m)	33.70	M.T	231.60	7805
Advertized Cost					1531000
Deduct @5.00% of all items					-76300
Total Amount					1454700
					Say Rs: 14.547 Lacs

Rates & Qty Checked

Head
Draftsman

Technical Officer

Executive Engineer
Bijbehara Division Bijbehara

Terms & Conditions

1	The cost of work should in no case exceed beyond Rs. 14.547 Lacs Forteen lac fifty four thousand seven hundred only
2	The work shall have to be completed within a period of 60 working 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 CDR NO:166702 central co-oprative Bank branch Bijbehara DT: 05.01.2023 RS: 46000/- successful completion of the work and expiry of defect clause.
4	Client/Paying Authority: 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/Assistant Executive Engineer
5	Terms of Payment: 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	Warranty: 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	Trial Run: 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	Defects Liability Period (DLP): 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	Liquidated Damages (LD) In the event of active finishing, drying, polishing or drying, the supply of water or in the event of any damage occurring or being caused by the bidder or in the event of any default or failure by the bidder in complying with any of the terms and conditions of the contract, the Department shall work or without prejudice to any other remedy available to it under any law for the time being in force in India, terminate the contract after 15 days notice b) Recover the amount of loss caused by damage, failure or default as may be determined by the department and/or c) Recover the entire cost (if any) involved in electing contract to other party and/or d) Repay 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% of the contract end/or e) Protect the performance security and forfeit the firm.
10	Force Majeure Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder and against the other if such failure or commission arises from the ACT OF GOD which shall include all natural calamities such as fire, flood, earthquake, hurricane, strike, riot, embargo or from any political or other reasons beyond the control of the person including war or acts of insurrection.
11	Specifications of Job Tenderer's must execute the works as per the requirements/specifications detailed in the relevant/specific IS code/s.
12	Bidder Dying, Becoming Insolvent Or Impaired: 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 issued at the risk of the works.
13	Safety of Govt. Infrastructures: The bidder should ensure the safety of the water supply lines, power 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 bidder.
14	Minors' risk and Insurance: 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.
15	Work under Bidders Charge: From the commencement of the work to the completion thereof the same shall be under the bidder's charge. The bidder shall be held responsible for and make good any loss or damage by fire or other causes / theft and shall hold the Government harmless for any claim for injuries to persons or damage to property happening from any neglect or commission if any, to labour under the existing labour laws of the country.
16	Setting Out of Works 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.
17	Labour: The bidder shall make his own arrangements for the engagement of all types of the labour, required for the execution of the job. No workmen 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.
18	Storage of Silt: The bidder shall on his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at site 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.
19	Works at Ward of Works 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.
20	Final Acceptance 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.
21	Cleaning Up: 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 material, 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 workmanlike condition, to the satisfaction of the Department.
22	Power and Water Supply: The bidder/firm shall make his own arrangements, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, setting and commissioning of the equipment ordered on him. The bidder shall pay for all electrical energy consumed by him for this purpose at the prevailing electricity tariff in IIT. 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 outage/ fluctuation or used 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 erection/Hydro-testing/ water tightness Test/ Curing/ Labour colony/ Site Office etc.
23	Agreement: 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 the successful firm.
24	Tender quantities: The abstract quantities in the tender documents are tentative and subject to increase or decrease. Discrepancies upon actual requirements at site over the section and other considerations. The successful bidder shall have an obligation/ responsibility on this account and the Division of the Department shall be final and binding.
25	Third Party Monitoring: The abstract works shall be subject to check by the third party monitoring agency (TPO/M) 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 TPO/M's role shall be that of an assistant to the Engineer's representative for the purpose of monitoring and evaluation of the performance of the Contractor 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 tenderers.

Copy to the:-

- 1 Chief Engineer Kaw PHE Department Shaugor for favour of information please.
- 2 District Commissioner Anantnag for favour of information please.
- 3 Superintending Engineer Hyd. Circle Anantnag for favour of information please.
- 4 Assistant Executive Engineer PHE Sub - Division Jil Bahara 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 estimate in any case and also follow the instruction circulated by Chief Engineer Kaw PHE Department Shaugor vide Circular No./CE/SD/75/40758-94 Dated 02.02.2023 for which he shall be personally responsible.
- 6 Technical Officer Divisional Office for information

Executive Engineer
JSD PHE Divisional Office
Shaugor

Handwritten notes and signatures at the bottom right of the page, including "ODR" and other illegible scribbles.