

Terms and conditions

1. The work shall have to be started by you at site immediately and ensure its successful completion within a period of 150 days from the date of issuance of LOI from this office strictly in accordance with the proposals failing which the shall have to be executed through any other means at your risk and cost. The CDR deposited by you security against this contract shall be forfeited.
2. Date of start of the work shall be reckoned with in 07 days from the date of issue of LOI. However, date of start for laying and fitting of pipes will start within two days of issuance of pipe materials by the department.
3. An agreement shall have to be drawn up by you with the department within a period of 7 days from the date of issuance of allotment failure to execute such a formal deed shall however prevent the contract from being enforced upon you.
4. The allotted works shall be subject to check by third party monitoring agency appointed by the department.
5. Payment shall be released as per actual and measured work done not less than 20% of allotted cost.
6. Performance security equivalent to 03% of the value of the contract is to be deposited by you in shape of CDR/FDR/Bank Guarantee valid for a period of 03 months beyond expiry of warranty period of the contract.
7. The firm shall be bound for satisfactory performance of works for 03 months after the successful commissioning of the work. If during warranty period any malfunctioning/defect arises, you shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on your part, then department may get the defects removed/repared any other means and cost thereof shall be recovered from you and shall be recommended for further punitive action as governed under relevant clause of contract including black listing.
8. After testing and commissioning of works you shall have to make a trial run of the works for a period of three months during which you have to operate and maintain the executed works to the full satisfaction of the department.
9. Any item of work not included in the BOQ but required for the completion of the work, shall be executed by the contractor, as directed by the department. Such extra item shall be paid at J&K SSR 2020 rates with allotted appreciation/depreciation of the contractor. In case such item does not figure in J&K SSR 2020, the same shall be paid as per the current market rate analysis, to be approved by the competent authority.
10. The defect liability period shall be for a period of 12 months and shall commence after the successful completion of trail run.
11. 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.
12. Pre & post geo-tagged photographic evidence be taken during the execution of the work and shall have to be produced at the time of submission of the bill.
13. All other terms and conditions shall be applicable as laid down in standard bidding document (SBD) and PWD form No. 25/33.
14. Any rules/terms and conditions if not stipulated in the bidding document, shall be strictly deemed in accordance with the relevant rules/guidelines stipulated in General Financial Rule (GFR-2017) and manual for procurement of works 2019 G.O.I.
15. The agency shall adhere to and comply with orders and instructions of the Engineer in charge and Third Party Inspection and Monitoring Agency and any other verification agency.
16. CDR No. 0416060 Dated: 03-11-2022

Executive Engineer,
Jal Shakti PHE Division
Chadoora

Copy to the:

1. Chief Engineer, Kashmir Jal Shakti PHE Department Srinagar, for favour of information.
2. Superintending Engineer Hydraulic Circle Budgam (Member Secretary DJJM) for favour of information.
3. Asstt. Ex. Engineer Jal Shakti PHE Sub-Division _____ for Information and necessary action. He shall ensure execution of work as per JJM guidelines, monitoring by TPIMA, and observance of all relevant IS codes and Government Orders in vogue.
4. M/S WAPCOS Ltd. Humhama for information.
5. AAO/Head Draftsman of Divisional office for information.