OFFICE OF THE

TIVE ENGINEER JAL SHAKTI PHE (HYD) DIVISION BANDIPORE Construction of 0.15 Lac Gallon capacity RCC Service Reservoir with Sluice Chamber, Laying/ Fitting of pipe network, Construction of protection works network, Construction of protection wall, Chain link fencing, Anchor/ Saddle Blocks, Spring Protection Works for WSS Tilmath Pardaywala.

This office E-NIT No 22-PHE/Hyd/Bpr of 2022-23 issued under endorsement 1.

No PHE/Hyd/Bpr/2469-79 dated 24/06/2022. 2.

Revised District Action Plan of District Bandipore approved by DJJM vide No DDCB/BPR/2022/2056 dated 16/07/2022.

Minutes of Meeting held with District Development Commissioner Bandipore (Chairman 3. DDJM) on 24/11/2022 minutes issued vide order No 353-DDCB of 2022 dated 20/12/2022 issued under endorsement No DDCB/JJM/2022-23/5221-24 dated 20/12/2022 4.

Amendment in operational guidelines for the implementation of Jal Jeevan Mission issued by NJJM, DDW&S Ministry of Jal Shakti GOI vide F. No W-11016/10/2022-JJM-IV-DDWS Dated 21/06/2022

Modus operandi communicated by Chief Engineer Jal Shakti PHE Kashmir vide Circular No 5. CE/PHE/MC/DB/13745-83 Dated 26/07/2022

Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore's Authorization No 6.

SE/Hyd/DB/12088-12100 dated 22/12/2022.

Administrative Approval Accorded by Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q 7. Sopore vide order No 59/SE/Hyd/DB/JJM of 2022-23 dated 24/09/2022 issued under endorsement No SE/Hyd/DB/8159-64 Dated 24/09/2022.

9. Technical Sanction issued by Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore vide Order No SE/HYD/JJM/DB-03 of 09/2022 Dated 24/09/2022 issued under endorsement No SE/HYD/DB/8480-82 dated 24/09/2022.

> Executive Engineer PHE (Hyd) Division Bandipore W

ORDER NO. PHE/HYD/BPR/ 79_OF 2022-2023

DATED: 06/ 01 /2023

Major Head of Account: JAL JEEVAN MISSION

Advertised Cost: Rs.53.59 Lacs Allotted Cost: Rs.50,37,018.00 Time of Completion: 90 Days (GST No: -01AARPW3728J1ZA)

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work "Construction of 0.15 Lac Gallon capacity RCC Service Reservoir with Sluice Chamber, Laying/ Fitting of pipe network, Construction of protection wall, Chain link fencing, Anchor/ Saddle Blocks, Spring Protection Works for WSS Tilmath Pardaywala" is hereby fixed with Mr. Mohd Maqbool Wagay S/o Kh. Gh. Mohammad Wagay R/o Hakbaba Sonawari District Baramulla bearing Regd No 492/AAY/CE/KCC/PDC/2006-2007, on the allotted cost of Rs.50,37,018.00 (Rupees Fifty Lac Thirty Seven Thousand <u>Eighteen only</u>) on the rates quoted and subsequently negotiated / accepted by bidder on percentage basis as per the <u>Annexure</u> "A" of this allotment order with the standard terms and conditions as laid down in Annexure "B" of this allotment and Detailed E-NIT

Technical Officer

and SBD.

No: - PHE/Hyd/Bpr/CC/ 9586-99
Dt: - 6 / 1 /2023
Copy to the: -

Chief Engineer Jal Shakti PHE Department Srinagar for favour of information. District Development Commissioner Bandipore (Chairman DJJM) for favour of information. Additional District Development Commissioner Bandipore (Member DJJM) for favour of information. 01.

Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore (Member Secretary DJJM) for favour of information. 02.

03.

Assistant Commissioner Development Bandipore (Member DJJM) for favour of information. Divisional Forest Officer Bandipore (Member DJJM) for favour of information. 04. 05.

06.

Chief Planning Officer Bandipore (Member DJJM) for favour of information. 07.

Chief Medical Officer Bandipore (Member DJJM) for favour of information. District Social Welfare Officer Bandipore/District Tribal Welfare Officer Bandipore (Member DJJM) for favour of 08. 09.

District Information Officer Bandipore (Member DJJM) for favour of Information. 10.

11.

Assistant Executive Engineer PHE Sub-Division Bandipore for Information.

Mr. Mohd Maqbool Wagay S/o Kh. Gh. Mohammad Wagay R/o Hakbaba Sonawari District Baramulla for information. 12. 13. 14.

OFFICE OF THE

LITIVE ENGINEER PHE (HYD) DIVISION BANDIPORE

"A" TO ALLOTMENT Order No. 79 PHE/HYD/BPR/2022-23 Dated 66/01/2023

"Construction of 0.15 lac Gallon Capacity RCC service resorvoir with sluice chamber, Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, spring protection works for WSS Tilmath pardaywala"

Adv. Cost :- 53.59 lacs Allotted Cost :-5037018.00

1		Allotted Cost :-5037018.00				
A	Particulars	Qty.	Unit	Rate	Amount	
	B Farth work in excavation by manual means in trenches for foundations,					
1	pipes, cables etc. (not exceeding 1.5 m in width) and for				Į.	
- /	1 -ttc Wells, cesspirs and me like not exceeding 10 sam on plan					
	including dressing of sides and ramming of bottoms lift upto 1.5 m,			1		
	including getting out excavated earth and disposal of surplus excavated earth as directed: All kinds of soil			10,00	205125.20	
110	excavated earlings directed. All killds of soil	745.70	Cum	436.00	325125.20 3063333.28	
1.0	Ordinary Nock Earth work in bulk excavation by manual means over areas	316.46	Cúm	968.00	306333.28	
	(exceeding 30 cm in depth, 1.5 m in width as well as 10 m2 on plan)					
	including disposal of excavated earth lead upto 50 meters and lift					
	1.5 m as directed by Engineer in Channel All I. I. I.	4.71	Cum	539.00	2538.69	
2.00	Laura va de	2.02	Cúm	856.00	1729.12	
2.00	Earth work in bulk excavation by mechanical means (hydraulic	2.02	Com	050.00		
	excavator) over areas (exceeding 30 cm in depth, 1.5 m in width as			1		
	well as 10 m2 on plan) including disposal of excavated earth lead					
	upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-	100				
3.00	Charge. All kinds of soil	310.65	Cum	189.00	58712.85	
3.00	Ordinary Rock	133.13	Cum	378.00	50323.14	
3.00	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			1		
	exceeding 10 sqm on plan, including dressing of sides and ramming			V		
	of bottoms lift upto 1.5 m, including getting out excavated earth and		1 1	1		
	disposal of surplus excavated earth as directed, within a lead of 50	_		_		
4.00	metres: All kinds of soil :	78.79	Cum	252.00	19855.08	
	Extra for every additional lift of 1.5 m or part thereof in					
	excavation/banking	_	~	_		
5.00	excavated or stacked material: All kinds of soil:	5.92		82.00	485.44	
5.00	Ordinary or hard rock	<i>₩</i> 53.28	Cum	-147.00	7832.16	
	Dismantling G.I. pipes (external work) including excavation and					
	refilling trenches after taking out the pipes, manually/by mechanical	1				
	means including stacking of pipes within 50 meters lead as per	~		~	V 2012 12 20 4 20	
.00	direction of Engineer-in-charge : Above 40 mm nominal bore	350.00	mtr	111.00	38850.00	
	Laying and fitting of G.I. pipes (all classes) complete excluding cost of	N		-		
.00	pipes, fittings and Earth work:- 65 mm dia G.l pipe	150.00) mtr	73.00	10950.00	
7.00	50mm dia G.I pipe	1200.0	O mtr	~41.00	49200.00	
.00	40mm dia G.I pipe	a 800.0	0 mtr	× 41.00	32800.00	
7.00	25mm dia G.I pipe	1500.0	0 mtr	~ 31.00	46500.00	
.00	20mm dia G.I pipe	1500.0	0 mtr	20.00	30000.00	
.00	15mm dia G.I pipe	1000.0		V 20.00	20000.00	
	Providing and fixing of 12mm thick M.S flanges G.I pipe incld. Cost				*	
	of flanges, rubber gaskets, nuts bolts, welding charges cutting of					
	threads excld. Earth work and refilling:					
	65mm dia	167.0	0 joints	800.00	133600.00	
-		107.0	5 15			
	Providing and fixing C.I. double acting air valve of approved quality					
	with bolts, nuts, rubber insertions incld. Tailpeices ,tapers, GI pipe etc.	4.6	io No	10000.00	40000.00	
_	complete 50mm dia			7000.00	56000.00	
.50	25mm dia G.I	, 8.0	00 No	7 7000.00	1) ()	

Head Draftsman

contd. On 2nd

Executive Engineer

"Construction of 0.15 lac Gallon Capacity RCC service resorvoir with sluice chamber, Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, spring

protection works for WSS Tilmath pardaywala"	renting	, 7	411917					
-d tiving of U shines value with		T					· .	
by ling and tixing of Cr stoke valve with cap including all best ories like nuts, bolts rubber insertion etc and tail pieces of make including successful testing and commissioning.				1				
solution is like nuts, bolts rubber insertion etc and tail pieces of make including successful testing and commissioning. 100mm	,	1		1	~	1	2000000	
(fr) loss co	2.0	00 1	No_		5000.00		90000.00	
1 10	3.0	00	No	3	00.000	-	90000.00	
80mm dia 80m				l l			1	
Ville T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		.		1	/	1	33300.00	
following sizes by providing and fixing fee, including cutting and following the pipe etc. complete 25 to 40 mm nominal bore	50.	.00	Nos		666.00			
hreading the pipe etc. complete 25 to 40 mm nominal bore 50 to 80 mm nominal bore 50 to 80 mm nominal bore 50 to 80 mm nominal bore	~ 10	.00	Nos		1269.00		12690.00	
50 to 80 min nominal sore					***	1	< access 00	
	r1	.00	No		2000.0	_	2000.00	
	!	5.00	No		2500.0	0	12500.00	
	-					1	1	
II Burnt clay mon mountain bricks of class designation 7.5	1	4		1			1	
I and mortal 1:4 i i cellielli :4 codise sanai and k.c.c. top slab			1	1				
II . r. 3mix Cement: 1.3 course sand: 3 graded stone addregate			1	- 1		1	-	
nominal size I including necessary xcayation, toundation	1		1	1			1	
15:10 (1 cement :5 tine sand : 10 graded stone aggregate	1		1	1		1		
1 .a monominal size) and inside plastering with cement mortar 1:3 (1	1		1	- 1		1		
3 coarse sand) 12 mm thick finished with a floating coat of	1			1		1		
	1			1		1	1	
1 Claurface box 100 mm top diameter, 160 mm bottom diameter an	d		1	1	-	1		
190 mm deep (inside) with chained lid.	1	1					10001.00	
chamber 120x120x100 cm		2.0		0	2146		42926.00	
2 Dumping stone including cost of stones, in Horizontal on level		99.7	75 C	Lum	-61	5.00	61446.00	
Eilling available excavated earth (excluding rock) in						1	1	
trenches, plinth, sides of foundations etc. in layers not exceeding	ng		1		1			
20 cm in depth, consolidating each deposited layer by ramming ar	nd I						222171 14	
lead upto 50 m and lift upto 1.5 m	_ 1	196.		Cum 🧷	Section 1	9.00	238171.16	
O. I		~20.	.58	Cum	8	6.00	√ 16793.28	
 Providing & laying stone soling in norizontal on level. Providing and laying in position cement concrete of specified grad 	е		1				-	
including curing but excluding the cost of centring and shuttering. A	dll		. 1		1			
work upto plinth level with: 1:4:8 (1 cement : 4 coarse sand : 8			_		1 2	-	75458.24	
graded stone aggregate 40 mm nominal size)		1.5	5.52	Cum	48	62.00	75458.24	
Providing and laying in position specified grade of reinforced cer	ment		1			1	1	
concrete including curing but excluding the cost of centering,	1			ţ.	1	1		
sbuttering finishing and reinforcement. All works upto plinth level:				1	1	1		
1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate	20	*	-	1	1 _		118497.19	
8.00 mm nominal size)		1	5.19	Cum	7	801.00	118497.19	
Peinforced cement concrete work in walls (any thickness) including	g			1	1	1		
attached pilasters, buttresses, plinth and string courses, tillets, col	lumns,	•		1	1		ii I	1
pillars, piers, abutments, posts and struts upto floor five level inc	luding			1	- 1			
curing but excluding cost of centering shuttering, finishing and	1			1	1		*	1
reinforcement.	1		/	1	1		~	
1:11/2:3 (1 cement : 11/2 coarse sand : 3 graded stone aggrega	te 20				1	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	176776.32	
19.00 mm nominal size)			18.79	9 Cu	m	9408.00	1/0//0.32	4
Reinforced cement concrete work in beams, suspended floors, re	oofs			1				1
having slope upto 15°, landings, balconies, shelves, chajjas, lint	els,			- 1	1			1
bands, plain window sills, staircases and spiral stair cases upto	five	1		1	1		1	1
level including curing but excluding the cost of centring, shutter	ing,	1		1	1			1
finishing and reinforcement with:		1	~	~ \	1		~	- 1
1:11/2:3 (1 cement : 11/2 coarse sánd : 3 graded stone aggreg	ate 20	1		- 1	1		39789.9	اہ
20.00 mm nominal size)			4.	04 0	Cum	9849.00	377 67.75	-
Reinforced cement concrete work in arches, archribs, domes, v	aults						1	
shells, folded plate and roofs having slope more than 15° up	to floor	1			1		4	
five level level including curing but excluding the cost of center	ering,	1		1	- 1			
shuttering finishing and reinforcement with:-		1		r	1.	-	-	
1:11/2:3 (1 cement : 11/2 coarse sand : 3 graded stone aggre	gate 20	1		\	_	104050	46094.1	5
21.00 mm nominal size)			4	1.43	Cum	10405.0	0	
Providing & fixing of main hole cover 0.75 x 0.75 of standa	ard quality	Y	201	\		3500.0	3500.0	0
22.00 with angle iron frame incld all necessary fittings complete			1	1.00	No	33000	(VA)	_

Head Draftsman

contd. On 3rd

Executive Engineer

p-3rd
pipe network, construction of Protection works for WSS Tilmath pardaywala"

p-3rd
protection works for WSS Tilmath pardaywala"

	widing & fixing of main hole cover 0.90 x 0.90 of standard quality treinforcement for R.C. C. widing & fixing of main hole cover 0.90 x 0.90 of standard quality	k tencing , ,	\nchor/	saddle blocks	, spring
	angle iron frame incld all necessary fittings complete				7.1.1.3
* - 1	reinforcement for R.C.C. work including straightening, cutting,	~			
	lian placing in position - 1.	3.00	No	4500.00	13500.00
1	bending Mechanically Treated bars of grade Fe-500D or more				13300.00
	intural steel work in built up so it grade Fe-500D or many	_			
110	Liding Coming, Hoisting tiving t	5440.78	kg	87.00	472247.04
				07.00	473347.86
100	Structural steel work in single section, fixed with or without connecting	-			_
25.00	Structural state work in single section, fixed with an att	290.50	kg	102.00	
IV	plate, including cutting, hoisting, fixing in position and applying a		9	102.00	29631.00
	ariming				
1 .00	at of ddployed spell prime in				
26.00		2354.00	kg	01.00	1.2.42
	Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns	100	Ng	91.00	214214.00
1 -00	encrete.	~			
27.00	Walls (any thickness) including attached pilasters, buttresses, plinth	304.55	****	2	balance .
	and string courses etc.	304.33	sqm	262.00	79792.10
27.00	Suspended floors, roofs, landings, but	462.80	200	-	-
27.00	Lintel, beams, plinth beams, girders, bressumers and cantilevers Arches, domes, vaults upto 6 m spen	7 5.64	sqm	574.00	265647.20
27.00	Arches, domes, vaults upto 6 m span		sqm	- 636.00	~ 3587.04
27.00		15.44	sqm	503.00	-7766.32
27.00	Extra for shuttering in circular work		sqm	2087.00	75090.26
27.00	Edges of slabs and breaks in floors and walls: Under 20 cm wide	. 119.94	sqm	_115.00	_ 13793.10
27.00	Columns, pillars, piers, abutments, posts and struts.	15.00	Rm	× 242.00	3630.00
	floriding and fixing of 50mm dia C. L. 161	8.64	sqm	₩ 680.00	
28.00	to be fixed in dome for aeration purpose				_ 5875.20
	Providing and incorporating PCI shoots 1.	~ 30.00	No	250.00	7500.00
29.00			S	200.00	7500.00
	rioviding did idving in position come	4.64	Sqm	400.00	7054.00
	including curing but excluding the cost of centring and shuttering. All			400.00	1856.00
	work upto plinth level with 1.2.4 (1)				1
30.00					
30.00		45.00	Cum	5438.00	2.1.
31.00	12mm Cement plaster finished with a floating coat of neat cement of mix:1:3 (1 cement 3 sand)		Com	3436.00	244710.00
31.00		53.20	sam	24400	
II .	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including attention	30.20	sqm	344.00	18300.80
	most size of the military of the manner with a military of the				
22.00	hold bolls and washers as required complete as nor the discourse			_	
32.00	inglificer-includinge. Made of G.I. wire of dig 4 mm	180.00			
33.00	12mm Cement plaster of mix: 1:4 (1 cement: 4 fine sand)	492.03	sqm	734.00	132120.00
	Extra for plastering on circular work not exceeding 6m in radius: In	472.03	sqm	260.00	<i>∽</i> 127927.80
34.00	one codf	53.20		2,50	
	Providing and laying in position specified grade of reinforced cement	17 33.20	sqm	34.00	1808.80
	concrete including curing but excluding the cost of centering				Í
	shuttering, finishing and reinforcement. All works upto plinth level:				
	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm				
35.00	nominal size)	10.08		-	
	Providing and laying cement concrete in retaining walls, return walls,	10.08	Cum	6979.00	70348.32
	walls (any thickness)including attached pilasters, columns, piers,	,			
	abutments, pillars, posts, struts, buttresses, string or lacing courses,			1	
	parapets, coping, bed blocks, anchors blocks, plain window sills,			1	
	fillets etc upto floor V level, including curing but excluding the cost of	"		1	1
	Centring shuttering and finishing with 1.2.4.(1)				
36.00	centring, shutteringand finishing with 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	٧,700			
	Applying priming costs. With results in the second size)	67.29	Cum	7269.00	489131.01
	Applying priming coat:- With ready mixed red oxide Zinc Chromate				
37.00	primer of approved brand and manufacture on steel work (second coat)	v	1		V-
		189.80	sqm	29.00	5504.20
	Painting with aluminum paint of approved brand and manufacture to give				<u></u>
38.00		,			22504 20
	an even shade. Two or more coats on new work	189.80	sqm	119.00	22586.20
39.00	Providing and fixing of nuts ,bolts and chips incld one end fix to anchor block		100	79.00	7900.00
	A	100.00	kg	73.00 (7,00.00
				(V ₂	· (/\

Head Draftsman

contd. On 4th

protection works for WSS Tilmath pards, chainlink fencing, Anchor/saddle blacks, spring

	(Allotted rate @ 6% below on all items of work)					
	/AU ···			TOTAL	5358529.00	
- 1	including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job	√1.00	job	6000.00	5000.0	
	Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet	0.10	1471	989.00	8000.0	
06	Providing precting and Cut-	8.18	MT	581.00	29346.3	
00	Steel	-50.51	MT	581.00	_10609.0	
	Cement	18.26	MT	1078.00	_ 102162.0	
03	pipes	94.77	Com	- 1078.00	1508007	
02		148.33	Com	- 1156.00	16265.7	
00		120.35	Cum	1268.00	152603.8	
	labour including loading, unloading and stacking for an av lead of			230.00	20-15.00	
3.06	Carraige of materials from road site to site of work by monutal	8.18	MT	250.00	1.2627.50	
305	teal for an av lead of 101	- 30.51	XXT	250.00	- 4565.00	
13.00	cement for an av lead of 10 km	18.25	Cum	- 551.00	52218.2	
170-	Pipes for an av lead of 10km	94.77	Com	502.00	74461.66	
110	and tor on or reduction	-13.95	Cum	≥ 545.00	7602.7	
100	Annm aggregate for an av lead of 30 km	120.35	Com	445.00	-53555.73	
1	carraige of materials from source to road site of work including loading, unloading and stacking:—Stone / stone soling for an av	1.80	lop	30000.00	30000.00	
	A provision complete	4050.00	ćm	8.00	24300.00	
	dividing & fixing of 80mm dia PVC pipe for aeration purpose strict plant at site etc. complete 8y	50.00	mar	100.00	5000.00	

Rs.5037018.00

(Rupees Fifty Lac Thirty Seven Thousand & Eighteen only)

Head Draftsman

Executive Engineer PHE (Hyd) Division Bandipora

ANNEXURE "B"

of 0.15 Lac Gallon capacity RCC Service Reservoir with Sluice Chamber, Laying/ Fitting of Google, Construction of protection wall, Chain link fencing, Anchor/ Saddle Blocks, Spring Protection WSS Tilmath Pardaywala

AND CONDITIONS

The work shall be The work shall be executed strictly as per approved design / drawing, specifications and JJM Guidelines. Any deviation or change in proposal/location is subject to the prior approval from the competent authority.

The rates allotted are inclusive of all taxes applicable as per norms amended by competent authorities from time to time. Labour cess and royalties shall have to be borne by the executing

The execution of work shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department

No liability should be created on this account.

This letter of allotment will constitute a legal contract between the government and the contractor and the conditions as laid down in the master NIT for 2022-2023 and PWD Form No. 25 (Double) will also hold good even before the drawl of an agreement between the Government and the contractor.

That the date of start of the work shall be reckoned within two days from the date of issue of this allotment order and in case of delay on the part of the contractor in execution of the work within stipulated time of completion a penalty upto 10% of contract value shall be imposed

The total amount of work should not exceed Rs.50,37,018.00 in any case. 07.

The bidder shall furnish a performance security equivalent to 03% of the value of the contract 08. within one week of the issuance of allotment order in the shape of CDR/FDR/Bank Guarantee, valid for a period of 24 Months, which shall be released after successful fulfilment of the laid down conditions in SDB/E-NIT.

In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk 09. and cost of the contractor & the excess cost if involved shall be recovered from the contractor and strict action as warranted under contractual obligation shall be taken against the defaulter

The time of completion of the work is reckoned 90 Days (Ninety Days) as per the condition laid down in the e-NIT.

The firm shall be bound for satisfactory performance of works for 18 months after 11. the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm 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 to remove the defect, the department may get the defects removed/repaired by any other agency and cost thereof shall be recovered from the fim and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting

12. 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

13. 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

14. 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

dice to any other remedies available to it under any law for the time g enforce in the UT: germinate the contract after 15 days' notice

and/or Recover the amount of loss caused by damage, failure or default, as bedetermined by the department.

and/or 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

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

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

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 allotee

All risks of loss or damage to physical property and of personal injury and death 18. which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder

The bidder shall not sublet the whole or part of the work. The bidder shall not 19. assign the work or any part thereof or any benefit or any interest thereon or any claim arising of the contract, without prior written consent of the allotting authority

From the commencement of the work to the completion thereof the same shall 20. be under the bidder's 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

The bidder shall make his own arrangements for the engagement of all types of 21. 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

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 22. 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

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 23.

artment for the protection of the work or safety and convenience of the Public etc. bidder/firm shall make his own arrangement, at his own cost, for all lines, lyidual power points, etc. to the machinery and plant required by him for the dection, testing and commissioning of the equipment ordered on him. The bidder pay for all electrical energy consumed by him for this purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the prevaled pidder/firm directly to the Power Corporation and the bidder's final bill shall be gettled only after he gets a no outstanding certificate from the concerned Electric

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

Forfeit the performance security and blacklist the firm

Geo Tagged Photographic evidences of the work; pre-execution, during execution 26. and post execution should be maintained by the agency on his own expenses 27.

agency/contractor must execute the work requirements/specifications detailed in the relevant/applicable IS codes

The tests for concrete and allied materials shall have to be carried out at reputed 28. institute as per directions of Engineer in-charge and the charges for the same shall have to be borne by the executing agency/contractor 29.

All Environmental norms, labour laws and all other guidelines issued by competent authorities shall be followed in letter and spirit

The payment of work shall be made as and when the funds are available to the 30. tune within available provision of DPR by the competent authority under the proper

- 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.
- Nothing shall be paid to the contractor on account of dewatering/ diversion even if 32.
- 33. If the Contractor have not start the work within 15 days of issuance of this letter of intent, the contract shall be cancelled at the risk and cost of contactor without serving any notice. The Assistant Ex. Engineer concerned shall intimate this office regarding the same. 34.

All other terms and conditions as laid down in Master E-NIT, Tender documents and PWD form 25 shall remain in force.

Technical Officer

Executive Engineer PHE (Hyd) Division

Bandipore