

**OFFICE OF THE  
EXECUTIVE ENGINEER JAL SHAKTI PHE (HYD) DIVISION BANDIPORE**

Subject: -

Laying/ Fitting of pipe network, construction of protection wall, chain link fencing, anchor/ saddle blocks, intake collection chamber, crate protection works at head site and RCC jacketing to existing Service Reservoir and PST and construction of intake channel for WSS Kralpora.

Reference: -

1. This office E-NIT No 18-PHE/Hyd/Bpr of 2022-23 issued under endorsement No PHE/Hyd/Bpr/1577-87 dated 31/05/2022.
2. Revised District Action Plan of District Bandipore approved by DJJM vide No DDCB/BPR/2022/2056 dated 16/07/2022.
3. Minutes of Meeting held with District Development Commissioner Bandipore (Chairman DJJM) on 04/07/2022 minutes issued vide order No 154-DDCB of 2022 dated 28/07/2022 issued under endorsement No DDCB/JJM/2022-23/2279-82 dated 28/07/2022
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
5. Modus operandi communicated by Chief Engineer Jal Shakti PHE Kashmir vide Circular No CE/PHE/MC/DB/13745-83 Dated 26/07/2022
6. Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore's Authorization No SE/Hyd/DB/4901-14 dated 29/07/2022
7. Letter of intent issued vide this office No PHE/Hyd/Bpr/JJM/3772-85 dated 30/07/2022
8. Administrative Approval Accorded by Chief Engineer Jal Shakti PHE Department Srinagar vide order No CE/PHE/DB/JJM/315 of 12/2022 dated 09/12/2022 issued endorsement No CE/PHE/DB/34161-69 dated 09/12/2022.
9. Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order No CE/PHE/DB/776 of 12/2022 Dated 13/12/2022 issued under endorsement No CE/PHE/DB/34737-43 dated 13/12/2022.

**ORDER NO PHE/HYD/BPR/ 75 OF 2022-2023**

**DATED: 03/01/2022**

**Major Head of Account: JAL JEEVAN MISSION**

**Advertised Cost: Rs.138.25 Lacs**

**Allotted Cost: Rs.1,41,00,851.00**

**Time of Completion: 90 Days**

**(GST No: -01ABFC53265E1ZQ)**

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work "Laying/ Fitting of pipe network, construction of protection wall, chain link fencing, anchor/ saddle blocks, intake collection chamber, crate protection works at head site and RCC jacketing to existing Service Reservoir and PST and construction of intake channel for WSS Kralpora" is hereby fixed with M/s Shehjaar Construction and Manpower Supplier Private Limited Managing Director Fayaz Ahmad Malik R/o Kralpora Bandipore bearing Regd No U45400JK2021PTC012026, on the allotted cost of Rs.1,41,00,851.00 (Rupees One Crore Forty One Lac Eight Hundred Fifty One only) on the rates quoted and subsequently negotiated / accepted by bidder on percentage basis as per the Annexure "A" of this allotment order with the standard terms and conditions as laid down in Annexure "B" of this allotment and Detailed E-NIT and SBD.

Technical Officer

Executive Engineer  
PHE (Hyd) Division  
Bandipore

No: - PHE/Hyd/Bpr/CC/9398-9411

Dt: - 03/01/2022

Copy to the: -

01. Chief Engineer Jal Shakti PHE Department Srinagar for favour of information.
02. District Development Commissioner Bandipore (Chairman DJJM) for favour of information.
03. Additional District Development Commissioner Bandipore (Member DJJM) for favour of information.
04. Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore (Member Secretary DJJM) for favour of information.
05. Assistant Commissioner Development Bandipore (Member DJJM) for favour of information.
06. Divisional Forest Officer Bandipore (Member DJJM) for favour of information.
07. Chief Planning Officer Bandipore (Member DJJM) for favour of information.
08. Chief Medical Officer Bandipore (Member DJJM) for favour of information.
09. Chief Education Officer Bandipore (Member DJJM) for favour of information.
10. District Social Welfare Officer Bandipore/District Tribal Welfare Officer Bandipore (Member DJJM) for favour of information.
11. District Information Officer Bandipore (Member DJJM) for favour of information.
12. Assistant Executive Engineer PHE Sub-Division Bandipore for information.
13. WAPCOS Bandipore for information.
14. M/s Shehjaar Construction and Manpower Supplier Private Limited Managing Director Fayaz Ahmad Malik R/o Kralpora Bandipore for information.

OFFICE OF THE

EXECUTIVE ENGINEER PHE (HYD) DIVISION BANDIPORE

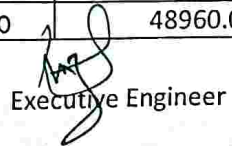
Annexure "A" TO ALLOTMENT Order No. 75 PHE/HYD/BPR/2022-23 Dated 03/01/2022  
 Name of Work:- "Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, intake/ collection chamber, crate protection works at head site & Rcc Jacketing to existing SR & PST and construction of intake channel for WSS Kralpora"

Adv. Cost :-138.25.00 lacs  
 Allotted Cost :- 14100851.00

S. No	Particulars	Qty.	Unit	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: All kinds of soil	1272.74	Cum	436.00	554914.64
1.1	Ordinary Rock	477.06	Cum	855.65	408196.39
2	Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m <sup>2</sup> on plan) including disposal of excavated earth upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil	14.13	Cum	539.35	7621.02
2.1	Ordinary or hard rock	6.06	Cum	855.65	5185.24
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:	326.35	Cum	252.05	82256.52
3.1	Ordinary or hard rock	12.71	Cum	470.00	5973.70
4	Desilting of structures incld. Disposal of desilted material from site premises with all carriages lead & lifts etc. The job also includes, washing and cleaning of walls, beds, drains and floor etc with bleaching powder solution complete job. incld. disposal upto an undisputed site	72.59	Cum	539.35	39151.42
5	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead.	566.51	sqm	35.35	20026.13
6	Making out holes in the walls for crilling/welding of tie rods in the holes	350.00	No	300.00	105000.00
7	Finishing walls with water proofing cement paint of required shade on New work (two or more coats applied @ 3.84 kg/10sqm)	321.96	sqm	91.80	29555.93
8	Finishing walls with textured exterior paint of required shade on New work (two or more coats applied @ 3.28 liter/10sqm) over and including base coat of exterior primer applied @ 2.20kg/10sqm	321.96	sqm	228.55	73583.96
9	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/by mechanical means including stacking of pipes within 50 meters lead as per direction of Engineer-in-charge : Above 40 mm nominal bore	1250.00	mtr	110.65	138312.50
10	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)	798.00	qtl	245.55	195948.90
11	Providing push-on-joints to Centrifugally (Spun) Cast Iron Pipes or Ductile Iron Pipes including testing of joints and including the cost of rubber gasket. 150 mm dia	182.00	No	144.70	26335.40
11.1	100mm dia	545.00	No	89.70	48886.50
12	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work:- 80mm dia G.I pipe(dismantled pipe)	720.00	mtr	73.05	52596.00
12.1	50mm dia G.I pipe	1200.00	mtr	40.80	48960.00

  
 Head Draftsman

contd. On 2<sup>nd</sup>

  
 Executive Engineer

Work:- "Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, intake/ collection chamber, crate protection works at head site & Rcc Jacketing to existing SR & PST and construction of intake channel for WSS Kralpora"

12.2	40mm dia G.I pipe	1500.00	mtr	40.80	61200.00
12.3	25mm dia G.I pipe	1000.00	mtr	30.65	30650.00
12.4	20mm dia G.I pipe	2500.00	mtr	20.25	50625.00
12.5	15mm dia G.I pipe	2000.00	mtr	20.25	40500.00
13	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:				
13.1	100mm dia	10.00	joins	1200.00	12000.00
13.2	80mm dia	83.00	joins	1100.00	91300.00
14	Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions incld. Tailpeices ,tapers, Gi pipe etc. complete 50mm dia	167.00	joins	800.00	133600.00
14.1	25mm dia	3.00	No	10000.00	30000.00
15	Providing and fixing of CI sluice valve with cap including all accessories like nuts, bolts rubber insertion etc and tail pieces of Kirloskar make including successful testing and commissioning. 150mm dia	10.00	No	7000.00	70000.00
15.1	100mm dia	6.00	No	55000.00	330000.00
15.2	80mm dia	8.00	No	45000.00	360000.00
15.3	65mm dia	2.00	No	30000.00	60000.00
16	Making connection 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 25 to 40 mm nominal bore	3.00	No	25000.00	75000.00
16.1	50 to 80 mm nominal bore	60.00	Nos	666.25	39975.00
17	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) 50 mm nominal bore	10.00	Nos	1268.75	12687.50
17.1	65 mm nominal bore	6.00	No	2000.00	12000.00
18	Constructing masonry Chamber of specified size, in brick work with common burnt clay (non modular) bricks of class designation 7.5 incement mortar 1:4 (1cement :4 coarse sand) and R.C.C. top slab 1:1.5:3mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mmmnominal size ) including necessary xcavation, foundation concrete1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mmmnominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick finished with a floating coat of neat cement complete as per standard design. For sluice valve, with C.I. surface box 100 mm top diameter, 160 mm bottom diameter and 180 mm deep (inside) with chained lid. Chamber 120x120x100 cm	9.00	No	2500.00	22500.00
19	Dumping stone including cost of stones. in Horizontal on level	1.00	No	21462.85	21462.85
20	Hand-packing stones in wire-crates; including cost of stones butexcluding cost of crates	325.58	Cum	616.40	200687.51
21	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m	183.60	Cum	737.45	135395.82
22	Providing & laying stone soling in horizontal on level.	1145.92	Cum	198.70	227694.30
23	Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centring and shuttering. All work upto plinth level with: 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	54.76	Cum	816.40	44706.06
24	Providing and laying in position specified grade of reinforced cement concrete including curing but excluding the cost of centering, shuttering, finishing and reinforcement. All works upto plinth level: 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	42.12	Cum	4861.84	204780.70
		21.16	Cum	7800.76	165064.08

Head Draftsman

contd. On 3<sup>rd</sup>

Executive Engineer

Work:- "Laying / Fitting of pipe network, construction of protection wall, chainlink fencing , Anchor/ saddle blocks , intake/ collection chamber , crate protection works at head site & Rcc Jacketing to existing SR & PST and construction of intake channel for WSS Kralpora"

25	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts upto floor five level including curing but excluding cost of centering shuttering, finishing and reinforcement. 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	29.41	Cum	9408.14	276693.40
26	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15°, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto five level including curing but excluding the cost of centring, shuttering, finishing and reinforcement with : 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	1.44	Cum	9849.35	14183.06
27	Providing & fixing of main hole cover 0.75 x 0.75 of standard quality with angle iron frame incld all necessary fittings complete	3.00	No	3500.00	10500.00
28	Providing & fixing of main hole cover 0.90 x 0.90 of standard quality with angle iron frame incld all necessary fittings complete	3.00	No	4500.00	13500.00
29	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level: Thermo-Mechanically Treated bars of grade Fe-500D or more	8188.54	kg	87.18	713876.92
30	Structural steel work in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. Welded	476.50	kg	102.14	48669.71
31	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	6561.00	kg	91.03	597247.83
32	Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns etc. for mass concrete.	820.08	sqm	262.30	215106.98
32.0 1	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	1706.84	sqm	573.85	979470.13
32.0 2	Suspended floors, roofs, landings, balconies and access platforms	7.20	sqm	635.60	4576.32
32.0 3	Edges of slabs and breaks in floors and walls : Under 20 cm wide	23.40	Rm	242.30	5669.82
32.0 4	Columns, pillars, piers, abutments, posts and struts.	8.64	sqm	680.15	5876.50
33	Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centring and shuttering. All work upto plinth level with: 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	94.50	Cum	5437.74	513866.43
34	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-in-charge. Made of G.I. wire of dia 4 mm	504.00	sqm	733.50	369684.00
35	12mm Cement plaster of m's: 1 : 4 ( 1 cement : 4 fine sand)	2315.34	sqm	260.05	602104.17
36	Providing and laying in position specified grade of reinforced cement concrete including curing but excluding the cost of centering, shuttering, finishing and reinforcement. All works upto plinth level: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	54.38	Cum	6978.68	379500.62
37	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchors blocks, plain window sills, fillets etc upto floor V level, including curing but excluding the cost of centring, shuttering and finishing with 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	441.21	Cum	7269.19	3207239.32

Head Draftsman

contd. On 4<sup>th</sup>

Executive Engineer

Work:- "Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, intake/ collection chamber, crate protection works at head site & Rcc Jacketing to existing SR & PST and construction of intake channel for WSS Kralpora"

Applying priming coat:- With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel work (second coat)

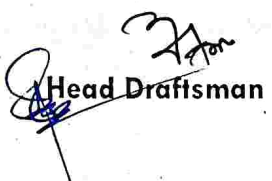
38	Painting with aluminum paint of approved brand and manufacture to give an even shade. Two or more coats on new work	504.00	sqm	28.90	14565.60
39	Providing and mixing of water proofing material or equivalent for RCC work	513.80	sqm	119.40	61347.72
40	Providing and fixing of nuts, bolts and chips incld one end fix to anchor block	600.00	kg	50.00	30000.00
41	Supply of crate mesh	160.00	kg	79.25	12680.00
42	Welding, including transportation of plant at site etc. complete By electric plant	8212.03	sft	21.00	172452.63
43	Providing and laying S&S C.I. standard specials such as tees, bends, collars, tapers, caps etc (Heavy class) Up to 300 mm dia.	2500.00	cm	6.15	15375.00
44	Provision for Providing and fixing of pipe specials of standard quality incld. testing complete	12.00	qtl	5281.65	63379.80
45	Carrage of materials from source to road site of work including loading, unloading and stacking:- Stone / stone soling for an av lead of 18 km	1.00	job	70000.00	70000.00
46	40mm aggregate for an av lead of 48 km	563.94	Cum	444.68	250772.84
46.01	20mm aggregate for an av lead of 48 km	38.03	Cum	739.66	28129.27
46.02	sand for an av lead of 33km	566.57	Cum	680.50	385550.89
46.03	Pipes for an av lead of 15km	338.83	Cum	680.50	230573.82
46.04	cement for an av lead of 15 km	21.72	MT	303.65	6595.28
46.05	steel for an av lead of 15 km	169.90	MT	303.65	51590.14
46.06	wire Crates for an av lead of 15 Km	17.75	MT	303.65	5389.79
46.07	150mm dia D.I for an av lead of 15 km	1.17	MT	910.87	1065.72
46.08	100mm dia D.I for an av lead of 15 km	1000.00	mtr	12.44	12440.00
46.09	Carrage of materials from road site to site of work by manual labour including loading, unloading and stacking for an av lead of 50 Mtrs. Stone / stone soling	3000.00	mtr	7.46	22380.00
47	40mm aggregate	242.27	Cum	246.94	59826.15
47.01	20mm aggregate	2.18	Cum	226.92	494.69
47.02	sand	13.10	Cum	209.90	2749.69
47.03	pipes av lead 250mtr	11.08	Cum	209.90	2325.69
47.04	Cement	21.72	MT	243.23	5282.96
47.05	Steel	5.70	MT	153.25	873.53
47.06	wire crates	0.74	MT	261.10	193.21
47.07	150mm dia D.I for an av lead of 1000 m	1.17	MT	121.57	142.24
47.08	100mm dia D.I for an av lead of 1300 m	1000.00	mtr	22.10	22100.00
47.09	Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embedding with 1:3:6 cement concrete complete job.	3000.00	mtr	19.33	57990.00
48		1.00	job	6000.00	6000.00
				<b>TOTAL</b>	<b>13824364.00</b>

(Allotted rate @ 2% above on all items of work)

276487.00

Rs.14100851.00

(Rupees One Crore Forty One Lac Eight Hundred Fifty One only)

  
Head Draftsman

  
Executive Engineer  
PHE (Hyd) Division  
Bandipora

## ANNEXURE "B"

Fitting of pipe network, construction of protection wall, chain link fencing, anchor/ saddle blocks, intake collection chamber, crate protection works at head site and RCC jacketing to existing Service Reservoir and PST and construction of intake channel for WSS Kralpora

### TERMS AND CONDITIONS

01. 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.
02. 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 agency/contractor.
03. The execution of work shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department
04. No liability should be created on this account.
05. 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.
06. That the date of start of the work shall be reckoned within two days from the date of issue of Letter of Intent issued vide this office No PHE/Hyd/Bpr/JJM/3772-85 dated 30/07/2022 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 upon him.
07. The total amount of work should not exceed Rs.1,41,00,851.00 in any case.
08. The bidder shall furnish a performance security equivalent to 03% of the value of the contract 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.
09. In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk 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
10. The time of completion of the work is reckoned **90 Days (Ninety Days)** as per the condition laid down in the e-NIT.
11. 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 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 firm 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 or without



justice 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
15. 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
  16. 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
  17. 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
  18. 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
  19. **The bidder shall not sublet the whole or part of the work.** The bidder shall not 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
  20. 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 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
  21. 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
  22. 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
  23. 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  
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&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
25. Forfeit the performance security and blacklist the firm
  26. Geo Tagged Photographic evidences of the work; pre-execution, during execution  
and post execution should be maintained by the agency on his own expenses
  27. The executing agency/contractor must execute the work as per the  
requirements/specifications detailed in the relevant/applicable IS codes
  28. The tests for concrete and allied materials shall have to be carried out at reputed  
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
  30. The payment of work shall be made as and when the funds are available to the  
tune within available provision of DPR by the competent authority under the proper  
scheme/ account head.
  31. 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.
  32. Nothing shall be paid to the contractor on account of dewatering/ diversion even if  
involved at site of work.
  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 contractor 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