

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

Construction including successful testing and commissioning of 0.40 Lac Gallon capacity RCC Service Reservoir with Sluice Chamber, Laying/ Fitting of pipe network, Construction of protection wall, chain link fencing, anchor/ saddle blocks, intake/ collection chamber and crate protection works at head site for WSS Mantrigram and Pabalpora.

This office E-NIT No 05-PHE/Hyd/Bpr of 2022-23 issued under endorsement No PHE/Hyd/Bpr/408-18 dated 18/04/2022.

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 DDJM) 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

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 CE/PHE/MC/DB/13745-83 Dated 26/07/2022

Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore's Authorization No SE/Hyd/DB/4901-14 dated 29/07/2022.

Letter of Intent issued vide this office No PHE/Hyd/Bpr/4110-23 dated 30/07/2022.

Administrative Approval Accorded by Chief Engineer Jal Shakti PHE Department Kashmir vide order No CE/PHE/DB/JJM/318 of 01/2023 dated 09/01/2023 issued under endorsement No CE/PHE/DB/37911-20 dated 09/01/2023.

Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order No CE/PHE/DB/812 of 01/2023 Dated 19/01/2023 issued under endorsement No CE/PHE/DB/39315-21 dated 19/01/2023.

ORDER NO. PHE/HYD/BPR/ 518 OF 2022-2023

DATED: 25/01/2023

Major Head of Account: JAL JEEVAN MISSION

Advertised Cost: Rs.135.64 Lacs

Allotted Cost: Rs.1,38,34,795.00

Time of Completion: 90 Days

(GST No: -01AOVPM4012K1ZY)

and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work including successful testing and commissioning of 0.40 Lac Gallon capacity RCC Service Reservoir Sluice Chamber, Laying/ Fitting of pipe network, Construction of protection wall, chain link fencing, anchor/ saddle blocks, intake/ collection chamber and crate protection works at head site for WSS Mantrigram and Pabalpora" is hereby fixed with Mr. Shafqat Shaheen S/o Gh. Rasool Mir R/o Ward No 04 Bandipore bearing Regd No Y/CE/KCC/PDC/2006-07, on the allotted cost of Rs.1,38,34,795.00 (Rupees One Crore Thirty Eight Lac Thirty Four and Seven Hundred Ninety Five 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 order and Detailed E-NIT and SBD.

Technical Officer

Executive Engineer
PHE (Hyd) Division
Bandipore

- PHE/Hyd/Bpr/CC/ 10104-17

- 25/01/2023

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.
- Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore (Member Secretary DJJM) for favour of information.
- Assistant Commissioner Development Bandipore (Member DJJM) for favour of information.
- Divisional Forest Officer Bandipore (Member DJJM) for favour of information.
- Chief Planning Officer Bandipore (Member DJJM) for favour of information.
- Chief Medical Officer Bandipore (Member DJJM) for favour of information.
- Chief Education Officer Bandipore (Member DJJM) for favour of information.
- District Social Welfare Officer Bandipore/District Tribal Welfare Officer Bandipore (Member DJJM) for favour of information.
- District Information Officer Bandipore (Member DJJM) for favour of information.
- Assistant Executive Engineer PHE Sub-Division Bandipore for information.
- WAPCOS Bandipore for information.
- Mr. Shafqat Shaheen S/o Gh. Rasool Mir R/o Ward No 04 Bandipore for information.

**OFFICE OF THE
CHIEF ENGINEER PHE (HYD) DIVISION BANDIPORE**

Order No. 08 PHE/HYD/BPR/2022-23 Dated 25/01/2023


"Construction including successful testing and commissioning of 0.40 lac Gallon Capacity RCC service reservoir with sluice chamber, Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, intake/ collection chamber & crate protection works at head site for WSS Mantrigam & Pazalpora"

Adv. Cost :- 135.64 lacs
Allotted Cost :- 13834795.00

	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	2870.71	Cum	436.00	1251629.56
1.1	Ordinary Rock	1203.84	Cum	967.85	1165136.54
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 ² on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil	4.71	Cum	539.35	2540.34
2.1	Ordinary or hard rock	2.02	Cum	855.65	1728.41
3	Earth work in bulk excavation by mechanical means (hydraulic excavator) over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m ² on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil	371.32	Cum	188.75	70086.65
3.1	Ordinary Rock	159.14	Cum	378.35	60210.62
4	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:	398.77	Cum	252.05	100509.98
4.1	Ordinary or hard rock	6.86	Cum	470.00	3224.20
5	Extra for every additional lift of 1.5 m or part thereof in excavation/banking excavated or stacked material : All kinds of soil :	11.34	Cum	81.65	925.91
5.1	Ordinary or hard rock	102.08	Cum	146.45	14949.62
6	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)	740.00	qtl	245.55	181707.00
7	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. 200mm dia	364.00	No	213.00	77532.00
8	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 : 15 mm to 40 mm nominal bore	880.00	mtr	99.75	87780.00
8.1	Above 40 mm nominal bore	550.00	mtr	110.65	60857.50
9	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work:- 50mm dia G.I pipe	2500.00	mtr	40.80	102000.00
9.1	40mm dia G.I pipe	2500.00	mtr	40.80	102000.00
9.2	25mm dia G.I pipe	3200.00	mtr	30.65	98080.00
9.3	20mm dia G.I pipe	3500.00	mtr	20.25	70875.00
9.4	15mm dia G.I pipe	2500.00	mtr	20.25	50625.00


Head Draftsman

contd. On 2nd


Executive Engineer

"Construction including successful testing and commissioning of 0.40 lac Gallon Capacity RCC service reservoir with sluice chamber, Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/saddle blocks, Intake/collection chamber & crate protection works at head site for WSS Mantilgam & Palalpora"

	and fixing of 12mm thick M.S flanges G.I pipe incl. Cost of gaskets, nuts bolts, welding charges cutting of each. Earth work and refilling	333.00	Items	120000	2000000
		414.00	Items	110000	4550000
		342.00	Items	80000	2100000
	Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions incl. Tailpieces, tapers, G.I pipe etc. complete 50mm dia	6.00	Itm	100000	400000
	25mm dia	8.00	Itm	70000	500000
	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work- 300 mm dia	0.00	Itm	200000	0.00
	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work-200mm dia	3.00	Itm	600000	1800000
	100mm dia	5.00	Itm	400000	2000000
	80mm dia	3.00	Itm	300000	900000
	65mm dia	4.00	Itm	250000	1000000
	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	162.00	Itm	666.25	107932.50
	50 to 80 mm nominal bore	50.00	Itm	1263.75	63187.50
	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) 50 mm nominal bore	6.00	Itm	200000	1200000
	65 mm nominal bore	9.00	Itm	250000	2250000
	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 (1 cement : 4 coarse sand) and R.C.C. top slab 1:1.5:3mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) including necessary excavation, foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal 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	2.00	Itm	21462.85	42925.70
	Dumping stone including cost of stones. In Horizontal on level	131.23	Cum	616.40	80870.17
	Hand-packing stones in wire-crates; Including cost of stones but excluding cost of crates	58.32	Cum	737.45	43008.08
	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	4968.73	Cum	198.70	987286.65
	Providing & laying stone soling in horizontal on level.	41.95	Cum	816.40	34247.98
	Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centering and shuttering. All work upto plinth level with 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	30.40	Cum	4861.84	147799.94
	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 1:1 1/2:3 (1 cement : 1 1/2 coarse sand : 3 graded stone aggregate 20 mm nominal size)	29.70	Cum	7800.76	231682.57
	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillots, columns, pillars, piers, abutments, posts and struts upto floor five level including curing but excluding cost of centering shuttering, finishing and reinforcement. 1:1 1/2:3 (1 cement : 1 1/2 coarse sand : 3 graded stone aggregate 20 mm nominal size)	27.21	Cum	9408.14	255995.49

23

Head Draftsman

contd. On 3rd

Executive Engineer

"Construction including successful testing and commissioning of 0.40 lac Gallon Capacity RCC service reservoir with sluice chamber, Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, intake/ collection chamber & crate protection works at head site for WSS Mantrigam & Pazalpora"

25	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15°, landings, balconies, shelves, chajjas, lintels, 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)	5.78	Cum	9849.35	56929.24
26	Reinforced cement concrete work in arches, archribs, domes, vaults shells, folded plate and roofs having slope more than 15° upto floor five level level including curing but excluding the cost of centering, shuttering finishing and reinforcement with:- 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	9.73	Cum	10404.52	101235.98
27	Providing & fixing of main hole cover 0.75 x 0.75 of standard quality with angle iron frame incld all necessary fittings complete	1.00	No	3500.00	3500.00
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	9293.58	kg	87.18	810214.30
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	290.50	kg	102.14	29671.67
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	3523.00	kg	91.03	320698.69
32	Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns etc. for mass concrete.	473.61	sqm	262.30	124227.90
33	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	1082.30	sqm	573.85	621077.86
34	Suspended floors, roofs, landings, balconies and access platforms	5.64	sqm	635.60	3584.78
35	Lintel, beams, plinth beams, girders, bressumers and cantilevers	24.68	sqm	502.85	12410.34
36	Arches, domes, vaults upto 6 m span	78.38	sqm	2086.80	163563.38
37	Extra for shuttering in circular work	184.51	sqm	114.76	21174.37
38	Extra for shuttering in circular work: foundation	10.01	sqm	52.46	525.12
39	Edges of slabs and breaks in floors and walls : Under 20 cm wide	15.00	Rm	242.30	3634.50
40	Columns, pillars, piers, abutments, posts and struts.	8.64	sqm	680.15	5876.50
41	Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose	55.00	No	250.00	13750.00
42	Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job	7.45	Sqm	400.00	2980.00
43	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)	67.50	Cum	5437.74	367047.45
44	12mm Cement plaster finished with a floating coat of neat cement of mix:1:3 (1 cement 3 sand)	86.90	sqm	343.75	29871.88
45	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	270.00	sqm	733.50	198045.00
46	12mm Cement plaster of mix: 1 : 4 (1 cement : 4 fine sand)	951.68	sqm	260.05	247484.38
47	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)	16.44	Cum	6978.68	114729.50

Executive Engineer

contd. On 4th

Head Draftsman

"Construction including successful testing and commissioning of 0.40 lac Gallon Capacity RCC service reservoir with sluice chamber, Laying / Fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, intake/ collection chamber & crate protection works at head site for WSS Mantrigam & Pazalpora"

	and laying cement concrete in retaining walls, return walls, (any thickness) including attached pilasters, columns, piers, 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)	197.40	Cum	7269.19	1434938.11
	Applying priming coat:- With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel work (second coat)	279.80	sqm	28.90	8086.22
	Painting with aluminum paint of approved brand and manufacture to give an even shade. Two or more coats on new work	279.80	sqm	119.40	33408.12
41	Providing and fixing of nuts, bolts and chips incld one end fix to anchor block	170.00	kg	79.25	13472.50
42	Providing & fixing of 80mm dia PVC pipe for aeration purpose	50.00	mtr	100.00	5000.00
43	Provision for temporary diversion	0.00	sft	00.00	0.00
44	Provision for road cuts	0.00	mtr	00.00	0.00
45	Supply of crate mesh	2726.64	sft	21.00	57259.44
46	Welding, including transportation of plant at site etc. complete By electric plant	4500.00	cm	6.15	27675.00
47	Providing and laying S&S C.I. standard specials such as tees, bends, collars, tapers, caps etc (Heavy class) Up to 300 mm dia.	20.00	QTH	5281.65	105633.00
48	Provision for Providing and fixing of pipe specials of standard quality incld. testing complete	1.00	job	90000.00	90000.00
49	Carraige of materials from source to road site of work including loading, unloading and stacking:- Stone / stone soling for an av lead of 18 km	231.50	Cum	444.68	102943.42
50	40mm aggregate for an av lead of 48 km	29.66	Cum	739.66	21938.32
50.1	20mm aggregate for an av lead of 48 km	318.37	Cum	680.50	216650.79
50.2	sand for an av lead of 33km	192.04	Cum	680.50	130683.22
50.3	Pipes for an av lead of 15km	75.00	MT	303.65	22773.75
50.4	cement for an av lead of 15 km	130.95	MT	303.65	39762.97
50.5	steel for an av lead of 15 km	13.26	MT	303.65	4026.40
50.6	wire Crates for an av lead of 15 Km	0.59	MT	910.87	537.41
50.7	200 mm dia D.I pipe for an av lead of 15 km	2000.00	Mtr	10.82	21640.00
50.8	Carraige of materials from road site to site of work by manual labour including loading, unloading and stacking for an av lead of 300 Mtrs. Stone / stone soling	231.50	Cum	635.48	147113.62
51	40mm aggregate	29.66	Cum	583.96	17320.25
51.1	20mm aggregate	318.37	Cum	540.18	171977.11
51.2	sand	192.04	Cum	540.18	103736.17
51.3	pipes	75.00	MT	309.30	23197.50
51.4	Cement	130.95	MT	309.30	40502.84
51.5	Steel	13.26	MT	526.92	6986.96
51.6	wire crates	0.59	MT	245.30	144.73
51.7	200 mm dia D.I pipe av lead 1000 mtr	2000.00	Mtr	28.84	57680.00
51.8	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	1.00	job	6000.00	6000.00
52				Total	13563525.00
(Allotted rate @ 2% above on all items of work)					271270.00
					Rs.13834795.00

(Rupees One Crore Thirty Eight Lac Thirty Four Thousand Seven Hundred Ninety Five only)

Head Draftsman

Executive Engineer
PHE (Hyd) Division
Bandipora

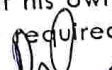
ANNEXURE "B"

action including successful testing and commissioning of 0.40 Lac Gallon capacity RCC Service
Chamber with Sluice Chamber, Laying/ Fitting of pipe network, Construction of protection wall, chain link
anchor/ saddle blocks, intake/ collection chamber and crate protection works at head site for WSS
Pazalpura

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/4110-23 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.1,38,34,795.00 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




- to any other remedies available to it under any law for the time
enforce in the UT:
terminate the contract after 15 days' notice
and/or
Recover the amount of loss caused by damage, failure or default, as
by bedetermined by the department.
and/or
e). 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
- 

ent for the protection of the work or safety and convenience of the Public etc
der/firm shall make his own arrangement, at his own cost, for all lines,
ual power points, etc. to the machinery and plant required by him for the
on, testing and commissioning of the equipment ordered on him. The bidder
ay for all electrical energy consumed by him for this purpose at the
ealent electricity tariff in J&K State. Such charges shall be paid by the
dder/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
- Forfeit the performance security and blacklist the firm
25. Geo Tagged Photographic evidences of the work; pre-execution, during execution and post execution should be maintained by the agency on his own expenses
 26. The executing agency/contractor must execute the work as per the requirements/specifications detailed in the relevant/applicable IS codes
 27. 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
 28. All Environmental norms, labour laws and all other guidelines issued by competent authorities shall be followed in letter and spirit
 29. 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.
 30. 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.
 31. Nothing shall be paid to the contractor on account of dewatering/ diversion even if involved at site of work.
 32. 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.
 33. 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 