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

Laying/Fitting of pipe network, construction of Anchor/Saddle blacks, crate protection work at head site for WSS Kota Satri Shokbaba.

Reference: -

This office E-NIT No 05-PHE/Hyd/Bpr of 2022-23 issued under endorsement 1. No PHE/Hyd/Bpr/408-18 dated 18/04/2022.

Revised District Action Plan of District Bandipore approved by DJJM vide No 2. DDCB/BPR/2022/2056 dated 16/07/2022.

Minutes of Meeting held with District Development Commissioner Bandipore (Chairman 3. DDJM) on 28/08/2022 minutes issued vide order No 210-DDCB of 2022 dated 02/09/2022 issued under endorsement No DDCB/JJM/2022-23/3036-39 dated 02/09/2022

4. Amendment in operational guidelines for the implementation of Jai 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

6. Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore's Authorization No SE/Hyd/DB/7084-96 dated 07/09/2022

7. Letter of intent issued vide this office No PHE/Hyd/Bpr/JJM/5151-64 dated 10/09/2022

8. Administrative Approval Accorded by Chief Engineer Jal Shakti PHE Department Srinagar vide order No CE/PHE/DB/JJM/302 of 11/2022 dated 11/11/2022 issued under endorsement No CE/PHE/DB/JJM/29140-49 dated 12/11/2022.

Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order 9. No CE/PHE/DB/735 of 11/2022 Dated 15/11/2022 issued under endorsement No CE/PHE/DB/2938-44 dated 15/11/2022.

> ORDER NO. PHE/HYD/BPR/37OF 2022-2023 DATED: 15/11 /2022

> > Major Head of Account: JAL JEEVAN MISSION

Advertised Cost: Rs.73.45 Lacs Allotted Cost: Rs.74,18,450.00 Time of Completion: 90 Days

(GST No: -001BRKP\$9208N1ZA)

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work "C Laying/ Fitting of pipe network, construction of Anchor/ Saddle blocks, crate protection work at head site for WSS Kota Satri Shokbaba" is hereby fixed with M/s Abdul Khaliq Sheikh & Sons Prop. Abdul Khaliq Sheikh S/o Ab. Aziz Sheikh R/o Nasoo Bandipore bearing Regd No 229/A/CE/KCC/PDC of 1997-98, on the allotted cost of Rs.74,18,450.00 (Rupees Seventy Four Lac Eighteen Thousand Four Hundred Fifty 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.

Executive Engineer PHE (Hyd) Division Bandipore

Technical Officer

No: - PHE/Hyd/Bpr/CC/B744-97 Dt: -75/// 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.

Divisional Forest Officer Bandipore (Member DJJM) for favour of information. 06.

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. Office File.

## OFFICE OF THE

## ECUTIVE ENGINEER PHE (HYD) DIVISION BANDIPORE

EX "A" TO ALLOTMENT Order No. 37 PHE/HYD/BPR/2022-23 Dated 15/11 /2022

of Work: "Laying / Fitting of pipe network, construction of Anchor/ saddle blocks ,crate protection work at head site for WSS Kota satri shokbaba. Under JJM".

Adv. Cost :- 73.45 Allotted Cost :- 7418450.00

				Allotted Cost	:- 7418450.00
	Particulars	Qty.	Unit	Alloted 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				
A	and disposal of surplus excavated earth as directed: All kinds		_	440.04	1303844.31
	of soil	2960.86	Cum	440.36 977.53	1210483.317
1.1	Ordinary Rock	1238.31	Cum	477.55	12.00
2	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)	3056.50	qtl	248.01	758028.8108
3	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. 200 mm dia	909.00	No	215.13	195553.17
4	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	1080.00	mtr	100.75	108807.3
	nominal bore	900.00	mtr	111.76	100580.85
4.1	Above 40 mm nominal bore	900.00			
5	Laying and fitting of G.I. pipes (all classes) complete excluding	1800.00	mtr	41.21	74174.4
	cost of pipes, fittings and Earth work:- 50mm dia G.I pipe	1930.00	mtr	41.21	79531.44
5.1	40mm dia G.I pipe	2830.00	mtr	30.96	87606.895
5.2	25mm dia G.I pipe	3320.00	mtr	20.45	67902.3
5.3	20mm dia G.I pipe	2000.00	mtr	20.45	40905
5.4	15mm dia G.I pipe Providing and fixing of 12mm thick M.S flanges G.I pipe incld.				
6	Cost of flanges, rubber gaskets, nuts bolts, welding charges				
1	cutting of threads excld. Earth work and refilling:				101000
	//5 dia	150.00	joints	808.00	121200
7	65mm dia Providing and fixing C.I. double acting air valve of approved				
7	quality with bolts, nuts, rubber insertions incld. Tailpeices	'			101000
1)	tapers, Gi pipe etc. complete 50mm dia	10.00	No	10100.00	35350
7.1	25	5.00	No	7070.00	33330
8	Deviding and fixing of Cl sluice valve with cap including all				
·	acceptation like nuts holts rubber insertion ele una full pieces of				
	Kirloskar make including successful testing and commissioning.		No	65650.00	328250
	200 mm dia	5.00	No	65650.00	328250
8.1	200mm dia	5.00	No No	45450.00	90900
8.2	100mm dia	2.00		25250.00	101000
8.3	65mm dia	4.00	No	25250.00	
9	Making connection of G.I. distribution branch with G.I. main of		1		
	following sizes by providing and fixing Tee, including cutting and	50.00	Nos	672.91	33645.625
	threading the pipe etc. complete 25 to 40 mm nominal bore	10.00	Nos	1281.44	12814.375
9.1	50 to 80 mm nominal bore	10.00	1,103		
10	Providing and fixing gun metal gate valve with C.I. wheel of	8.00	No	2020.00	16160
	approved quality (screwed end) 50 mm nominal bore	7.00	No	2525.00	17675
10.1	65 mm nominal bore	/.00	1		

Head Draftsman

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

Executive Engineer

Work: "Laying / Fitting of pipe network, construction of Anchor/ saddle blocks ,crate protection work

at head site for WSS Kota satrl shokbaba. Under JJM".  Constructing masonry Chamber of specified size, in brick work with burnt clay (non modular) bricks of class designation 7.5 incernent 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 mmnominal size ) including necessary xcavation, foundation concrete1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mmnominal 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	
incerient mortar 1:4 (1cement :4 coarse sand) and R.C.C. top slab i:1:5:3mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mmnominal size ) including necessary xcavation, foundation concrete1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mmnominal 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	
incement mortal 1.4 (Icement .4 Coarse sand) and N.C.C. top stab  1:1.5:3mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20  mmnominal size ) including necessary xcavation, foundation concrete1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mmnominal 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	
1:1.5:3mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mmnominal size ) including necessary xcavation, foundation concrete1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mmnominal 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	
mmnominal size ) including necessary xcavation, foundation concrete1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mmnominal 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	
concrete1:5:10 (1 cement :5 fine sand : 10 graded stone aggregate 40 mmnominal 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	
40 mmnominal 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	
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	1
neat cement complete as per standard design. For sluice valve, with  C.I. surface box 100 mm top diameter, 160 mm bottom diameter	111
C.I. surface box 100 mm top diameter, 160 mm bottom diameter	1
and 180 mm deep (inside) with chained lid.	
shamber 120x120x100 cm 3.00 No 21677.48 650	032.4355
Chamber 120x120x100 cm Chamber 120x100 cm Chamber 120x10 cm Chamber 120x100 cm Chamber 120x10 cm Cha	929.6854
12 Dumping stone including cost of stones. In Horizontal of level	20 4040
Hand-packing stones in wire-crates; including cost of stones	38.16484
but excluding cost of crates	
14 Filling available excavated earth (excluding rock) in trenches,	
plinth, sides, of foundations etc. in layers not exceeding 20 cm in	1075
2600.45 Cum 200.45	1876.5092
watering, lead upto 50 m and lift upto 1.5 m	4988.6122
Providing & laving stone soling in horizontal on level.	
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 said . 5   Cum   4910.46   29	708.27332
graded stone aggregate 40 mm nominal size)	
stand reinforcement for R.C.C. work including straightening, cutting,	1
Leading placing in position and binding all complete upto plants	28203.4208
L. J. Thorma Machanically Treated bars of grade Fe-5000 of more	
abuttoring including strutting, propping etc. and	
to the foundations tootings pases of columns over the first or to the first over	99611.048
aco cr	75643.344
mass concrete. 288.00 sqm 262.65	, , , , , , , , , , , , , , , , , , , ,
t plactor of miv: 1:411 Ceffiell, 41iiic 3dild/	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
a this and reinforcement All WOLKS upto printer to	70 72 1877
shuttering, finishing and reinforcement 7th 45 shuttering 7th 45	56564.1915
the state of puts holts and chips including the end like to	32017
I I I I I I I I I I I I I I I I I I I	57818.46
anchor block 2726.00 sft 21.21	3/010.40
22 Supply of crate mesh	
22 Supply of crate mesh 23 Welding, including transportation of plant at site etc. complete By 4500.00 cm 6.21	27951.75
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
electric plant	444035 646
24 Providing and Javing D.I. Specials of Class K-12 suitable for	144835.616
Providing and laying D.I. Specials of Class K-12 suitable for 8.00 Qtl 18104.45	144835.616
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  8.00 Qtl 18104.45	
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality  100 job 75750.00	
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld testing complete.  1.00 job 75750.00	
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  Corraige of materials from source to road site of work including	75750
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead	75750 59158.982
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  28.00 Qtl 18104.45  1.00 job 75750.00	75750 59158.982
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26 1 40mm aggregate for an av lead of 40 km  27 1 28 1 40mm aggregate for an av lead of 40 km	75750 59158.982 4063.98790
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26.1 40mm aggregate for an av lead of 40 km  26.2 20mm aggregate for an av lead of 40 km  32.76 Cum 687.31	75750 59158.982 4063.98790 22516.111
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26.1 40mm aggregate for an av lead of 40 km  26.2 20mm aggregate for an av lead of 40 km  26.3 available for mechanical pointing as per IS: 9523 Upto600 mm dia.  8.00 Qtl 18104.45  1.00 job 75750.00  131.72 Cum 449.13  687.31  27.74 Cum 687.31	75756 59158.982 4063.98790 22516.111 19065.840
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26.1 40mm aggregate for an av lead of 40 km  26.2 20mm aggregate for an av lead of 40 km  26.3 sand for an av lead of 33km  27.74 Cum 687.31  28.00 Qtl 18104.45  1.00 job 75750.00  131.72 Cum 449.13  27.74 Cum 687.31	75750 59158.982 4063.98790 22516.111 19065.840 6688.83256
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26.1 40mm aggregate for an av lead of 40 km  26.2 20mm aggregate for an av lead of 40 km  26.3 sand for an av lead of 33km  26.4 Pipes for an av lead of 10km  28.43 MT 306.69	75750 59158.982 4063.98790 22516.111 19065.840 6688.83256 8719.09719
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26.1 40mm aggregate for an av lead of 40 km  26.2 20mm aggregate for an av lead of 40 km  26.3 sand for an av lead of 33km  26.4 Pipes for an av lead of 10km  26.5 cement for an av lead of 10 km  27.74 Cum  28.43 MT  28.65 cement for an av lead of 10 km	75750 59158.982 4063.98790 22516.111 19065.840 6688.83256 8719.09719 567.37002
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26.1 40mm aggregate for an av lead of 40 km  26.2 20mm aggregate for an av lead of 40 km  26.3 sand for an av lead of 33km  26.4 Pipes for an av lead of 10 km  26.5 cement for an av lead of 10 km  26.6 steel for an av lead of 10 km  26.7 steel for an av lead of 10 km  26.8 steel for an av lead of 10 km	75750 59158.982 4063.98790 22516.111 19065.840 6688.83256 8719.09719 567.37002
Providing and laying D.I. Specials of Class K-12 suitable for mechanical jointing as per IS: 9523 Upto600 mm dia.  25 Provision for Providing and fixing of pipe specials of standard quality incld. testing complete  26 Carraige of materials from source to road site of work including loading, unloading and stacking: Stone / stone soling for an av lead of 10 km  26.1 40mm aggregate for an av lead of 40 km  26.2 20mm aggregate for an av lead of 40 km  26.3 sand for an av lead of 33km  26.4 Pipes for an av lead of 10km  26.5 cement for an av lead of 10 km  26.6 MT 306.69	75750 59158.982 4063.98790 22516.111 19065.840 6688.83256 8719.09719

Executive Engineer

p-3<sup>rd</sup>

work: "Laying / Fitting of pipe network, construction of Anchor/ saddle blocks ,crate protection work at head site for WSS Kota satri shokbaba. Under JJM".

	Constitution of the consti						
11 7.2	nomm dia D.I pipe for an av lead of 15 km	5000.00	MTR	14.61	73073.5		
	of materials from road site to site of work by manual						
	I have including loading, unloading and stacking for an ay lead of l				8		
	850 Mtrs. Stone / stone soling	131.72	Cum	1118.21	147290.8056		
	40mm aggregate	5.44	Cum	1027.56	5589.903661		
	20mm aggregate	32.76	Cum	950.53	31139.20359		
27.3	sand	27.74	Cum	950.53	26367.56738		
27.4 27.5 27.6 27.7 27.8	pipes	21.81	MT	518.28	11303.7856		
	Cement	28.43	MT	518.28	14734.82919		
	Steel	1.85	MT	882.93	1633.412804		
	wire crates	0.59	Cum	411.02	242.5021009		
	150mm dia D.I pipe for an av lead of 1000 km	5000.00	MTR	33.50	167488.3		
				TOTAL	7418450.00		
Rupees (Seventy Four Lac Eighteen Thousand Four Hundred Fifty only)							

Head Draftsman

Executive Engineer PHE (Hyd) Division Bandipora.

## **ANNEXURE "B"**

fitting of pipe network, construction of anchor/ saddle blocks, crate protection work at for WSS Kota Satri Shokbaba

## ERMS AND CONDITIONS

- 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.
- O2. 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/5151-64 dated 10/09/2022 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.74,18,450.00 in any case.
- O8. The contractor has deposited 3% Performance Security amounts to Rs.2,22,554.00 bearing No. 3382725 dated 14/11/2022 in shape of earnest money (FDR) through J&K Bank Branch Unit Mini Secretariat Bandipore and which has been retained in the divisional office and shall be released after the successful completion/ commissioning of work and after observing DLP period is over.
- 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

L

rejudice to any other remedies available to it under any law for the time

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

- 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 allotee
- 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

pertment 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 rection, 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

Forfeit the performance security and blacklist the firm 25.

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

executing agency/contractor must execute the 27. 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

All Environmental norms, labour laws and all other guidelines issued by competent 29.

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

scheme/ account head.

As soon as letter of award is communicated to the firm, the contract shall be 31. 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.

involved at site of work.

If the Contractor have not start the work within 15 days of issuance of this letter of 33. 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.

All other terms and conditions as laid down in Master E-NIT, Tender documents and 34. PWD form 25 shall remain in force.

Technical Officer

Executive Engineer PHE (Hyd) Division Bandipore