... (יייי) טועוטוסע BANDIPORE

Executive Engineer PHE (Hyd) Division

Construction of 0.10 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/

This office E-NIT No 03-PHE/Hyd/Bpr of 2022-23 issued under endorsement 1. No PHE/Hyd/Bpr/386-96 dated 18/04/2022. 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 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 4.

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

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

Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore's Authorization No 6. SE/Hyd/DB/4901-14 dated 29/07/2022

Letter of intent issued vide this office No PHE/Hyd/Bpr/JJM/4054-67 dated 30/07/2022 7.

Administrative Approval Accorded by Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q 8. Sopore's order No 72/SE/Hyd/DB/JJM of 2022-23 dated 24/09/2022 issued endorsement No SE/Hyd/DB/8237-42 dated 24/09/2022.

Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order 9. No CE/PHE/DB/753 of 11/2022 Dated 16/11/2022 issued under endorsement No CE/PHE/DB/30230-36 dated 16/11/2022.

## ORDER NO. PHE/HYD/BPR/\_4/ OF 2022-2023 DATED: 20/1/

Major Head of Account: JAL JEEVAN MISSION

Advertised Cost: Rs.64.08 Lacs Allotted Cost: Rs.64,71,918.00 Time of Completion: 90 Days (GST No: -O1AKWPB3573D1ZF)

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work "Construction of 0.10 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 for WSS Chapran" is hereby fixed with Mohammad Salim Bhat S/o Ghulam Ahmad Bhat R/o Kulosa Bandipore bearing Regd No KMR/PHED/RCR/1996-97/AAY/13 of 05/96, on the allotted cost of Rs.64,71,918.00 (Rupees Sixty Four Lac Seventy One Thousand Nine Hundred Eighteen 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

No: - PHE/Hyd/Bpr/CC/ 0279-92

Copy to the: - 1 /2022

Chief Engineer Jal Shakti PHE Department Srinagar for favour of information. 01.

District Development Commissioner Bandipore (Chairman DJJM) for favour of information. 02.

Additional District Development Commissioner Bandipore (Member DJJM) for favour of information. 03.

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

04. Assistant Commissioner Development Bandipore (Member DJJM) for favour of information.

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

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

Chief Medical Officer Bandipore (Member DJJM) for favour of information. 08.

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 09. 10.

District Information Officer Bandipore (Member DJJM) for favour of information. 11.

Assistant Executive Engineer PHE Sub-Division Bandipore for information. 12.

WAPCOS Bandipore for information. 13.

14. Office File.

## OFFICE OF THE

## CUTIVE ENGINEER PHE (HYD) DIVISION BANDIPORE

"A" TO ALLOTMENT Order No. 41 PHE/HYD/BPR/2022-23 Dated 20/11/2022 "Construction OF 0.10 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 for WSS Chapran Under JJM ".

Adv. Cost :- 64.08 Allotted Cost :- 6471918.00

			Alloffed Cost :2 047 1710.00		
	Particulars	Qty.	Unit	Alloted Rate	Amount
5. No	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) foundations, the male cassuits and the like not exceeding 10 sqm on			1	
/	and for shatts, wells, cesspite and ramming of hottoms lift unto			13	
1	in all ding gotting out excavated earth and disposar of sarping	026.20	Cum	440.36	407896.66
	1.5 m, including getting excavated earth as directed: All kinds of soil	926.28 394.43	Cum	977.53	385566.57
-		394.43	Cuiii	377.33	
1.1			1	I.	
1 1	in a so cm in denth. 1.5 m in width as well as 10 m2 on plant				
2	(exceeding 50 cm in depth) are including disposal of excavated earth lead upto 50 meters and lift including disposal of excavated earth lead upto 50 meters and lift	23,57	Cum	544.74	12839.60
	upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil	10.10	Cum	864.21	8728.49
2.01	Ordinary or hard rock	10.10	Cum		
	Earth work in bulk excavation by mechanical means (hydraulic			173. 1	
	excavator) over areas (exceeding 30 cm in depth, 1.5 m in width as			3.8	
3	well as 10 m2 on plan) including disposal of excavated earth lead			1	6
	upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-	1/2/21	Cum	190.64	27301.20
	Charge. All kinds of soil	143.21	Cum	382.13	23451.53
3.1	Ordinary Rock	61.37	Cum	302.13	
	Earth work in excavation by mechanical means (hydraulic excavator)				
J	in trenches for foundations, drains, pipes, cables etc. (not exceeding			1	
. 4	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	
	1.5 m, including getting out excavated earth and disposal of surplus excavated earth	108.37	Cum	254.57	27587.81
	as directed, within a lead of 50 metres::All kinds of soil:	4.61	cum	474.70	2188.37
4.01	Ordinary rock	4.01	Cuin	17 117 0	
5	Extra for every additional lift of 1.5 m or part thereof in	4.72	Cum	82.47	389.24
	excavation/banking excavated or stacked material: All kinds of soil:	42.46	Cum	147.91	6280.45
5.01	Ordinary or hard rock	42.40	Cum	147.51	0280.43
	Dismantling G.I. pipes (external work) including excavation and				4.4
6	refilling trenches after taking out the pipes, manually/by mechanical	1			1. 1.
	means including stacking of pipes within 50 meters lead as per direction	900.00		111.76	89405.20
	of Engineer-in-charge : Above 40 mm nominal bore	800.00	mtr	111.76	83403.20
7	Laying and fitting of G.I. pipes (all classes) complete excluding cost of			70.70	05014.65
7.00	pipes, fittings and Earth work:- 65 mm dia G.l pipe	1300.00		73.78	95914.65
7.02	40mm dia G.I pipe	1200.00		41.21	49449.60
7.03	25mm dia G.I pipe	1350.00		30.96	41791.28
7.04	20mm dia G.I pipe	1000.00	mtr	20.45	20452.50
7.05	15mm dia G.I pipe	2500.00	mtr	20.45	51131.25
_	Providing and fixing of 12mm thick M.S flanges G.I pipe incld. Cost				
8	of flanges, rubber gaskets, nuts bolts, welding charges cutting of				
		047.00	lainta	1212.00	299364.00
0.64	threads excld. Earth work and refilling: 80mm dia	247.00	joints	1212.00	
8.01	65mm dia	167.00	joints		143369.50
	Providing and fixing C.I. double acting air valve of approved quality	167.00			
8.01 9	Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions incld. Tailpeices, tapers, Gi pipe	167.00			
	65mm dia	167.00			

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

e Engineer

p-2\*\*\*

religion chamber for WSS Chaptan Under JJM 7.

	collection chamber for WSS Chapran Under JJM ".				
*	fixing of Ci stoice valve with cap mending an				
	and fixing of CI stuice valve with cap including all like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and tail pieces of like like nuts, bolts rubber insertion etc and like nuts, bolts rubber insertion etc.	1	1		
•	orles like including successful testing and commissioning.	1	1	1	
	restar make including successful testing and commissioning.	3.00	No	45450.00	136350.00
	iwoska dla	5.00	No	30300.00	151500.00
		5.00	No	25250.00	126250.00
1	The state of the s	5.00			
6	Making connection of G.I. distribution branch with G.I. main of Making sizes by providing and fixing Tee, including cutting and following sizes by providing and fixing the size of the size	- 1		1	
	following sizes by providing and fixing ree, including covering and	62.00	Nos	672.91	41720.58
/11		10.00	Nos	1281.44	12814.38
1	threading was nominal bore 50 to 80 mm nominal bore	10.00	1103		
111		10.00	No	2020.00	20200.00
12	approved quality (screwed end) 50 mm nominal bore	9.00	No	2525.00	22725.00
1	. 412	59.85	Cum	622.56	37250.45
12	reactions including cost of stones, in Horizontal on level	39,03	Cuin	022.30	
13	available excavated earth (excluding rock) in trenches,				
	plinth, sides of foundations etc. in layers not exceeding 20 cm in			1	
14	denth consolidating each deposited layer by ramming and	1222.04	Cum	200.69	267483.66
	watering, lead upto 50 m and lift upto 1.5 m	1332.84		824.56	19039.18
	Providing & laving stone soling in horizontal on level.	23.09	Cum	824.30	15035.10
17	Providing and laying in position cement concrete of specified grade			1	
1	including curing but excluding the cost of centring and shuttering. All				
18	work upto plinth level with: 1:4:8 (1 cement : 4 coarse sand : 8			4010.45	91088.91
	graded stone aggregate 40 mm nominal size)	18.55	Cum	4910.45	31000.31
	Providing and laying in position specified grade of reinforced cement				
	concrete including curing but excluding the cost of centering,				
-0	chuttering finishing and reinforcement. All works upto plinth level:	1		1	
19	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm			77	142448.12
	nominal size)	18.08	Cum	7878.77	142440.12
	poinforced cement concrete work in walls (any thickness) including	1			
	-ttacked pilasters buttresses, plinth and string courses, filess,	1		£ 3	
	columns nillars niers, abutments, posts and struts upto floor live	1		7	
20	level including curing but excluding cost of centering shuttering,		1	1	
20	finishing and reinforcement.	1			
	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm	1		-	227040 48
		25.03	Cum	9502.22	237840.48
	nominal size)  Reinforced cement concrete work in beams, suspended floors, roofs			1	
ľ	having slope upto 15°, landings, balconies, shelves, chajjas, lintels,	\			
	bands, plain window sills, staircases and spiral stair cases upto five			1	
21	level including curing but excluding the cost of centring, shuttering,			1	
	level including curing but excluding the cost of centuring,	1	1		
	finishing and reinforcement with: 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm	. \		1	
		5.43	Cur	n 9947.84	54016.76
	nominal size)				
22	Reinforced cement concrete work in arches, archribs, domes, vaults				
	shells, folded plate and roofs having slope more than 15° upto floor			3	
	five level level including curing but excluding the cost of centering,				
	shuttering finishing and reinforcement with:	n		M	
	1:11/2:3 (1 cement : 11/2 coarse sand : 3 graded stone aggregate 20 mr	3.33			34993.51
	nominal size)		Cu		
23	Providing & fixing of main hole cover 0.90 x 0.90 of standard quali	, O 00	N	o 4545.00	36360.00
	with angle iron frame incid all necessary fittings complete	8,00	14	43,5,60	
1	Steel reinforcement for R.C.C. work including straightening, cutting	g,		1	
24	bending, placing in position and binding all complete upto plinth level Thermo-Mechanically Treated bars of grade Fe-500D or more	6075.	60 k	g 88.05	534936.83
1					

Head Draftsman

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

Executive Engineer

p-3" "construction OF 0.10 lac Gallon Capacity RCC service resorvoir with sluice chamber, Laying fitting of pipe network, construction of protection wall, chainlink fencing, Anchor/ saddle blocks, intake/ collection chamber for WSS Chapran Under JJM ". al steel work in built up sections, trusses and framed work, cutting, hoisting, fixing in position and applying a priming of approved steel primer all complete Welded 290.50 of tural steel work in single section, fixed with or without kg 103.16 29966.97 ornecting plate, including cutting, hoisting, fixing in position and connecting a priming coat of approved steel primer all complete 2354.00 91.94 applying and shuttering including strutting, propping etc. and kg 216415.58 removal of form for: Foundations, footings, bases of columns etc. for mass concrete. 347.45 264.92 92047.50 Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc. 587.40 sqm 579.59 340450.28 Suspended floors, roofs, landings, balconies and access platforms 5.64 641.96 sqm 3620.63 Lintel, beams, plinth beams, girders, bressumers and cantilevers 12.76 507.88 6480.53 sqm Arches, domes, vaults upto 6 m span 27 57349.65 27.21 2107.67 sqm 27 Extra for shuttering in circular work 10984.56 94.77 115.91 sqm 27.1 Edges of slabs and breaks in floors and walls: Under 20 cm wide 244.72 11306.20 46.20 Rm 27.1 Columns, pillars, piers, abutments, posts and struts. 8.64 686.95 5935.26 sqm 27.1 Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose 10100.00 28 40.00 No 252.50 Providing and incorporating PGI sheets strips 0.8mm thick at 404.00 1547.32 29 construction joints incld. All carriages complete job 3.83 Sqm 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 5492.12 247145.28 45.00 Cum graded stone aggregate 20 mm nominal size) 12mm Cement plaster finished with a floating coat of neat cement of 31 347.19 15102.66 43.50 sqm mix:1:3 (1 cement 3 sand) 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 32 nuts, bolts and washers as required complete as per the direction of 740.84 133350.30 180.00 sqm Engineer-incharge. Made of G.I. wire of dia 4 mm 168432.51 262.65 12mm Cement plaster of mix: 1:4 (1 cement: 4 fine sand) sqm 641.28 33 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: 34 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm 96704.90 7048.46 13.72 Cum nominal size) 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, 35 fillets etc upto floor V level, including curing but excluding the cost of centring, shutteringand finishing with 1:3:6 (1 cement : 3 coarse 592856.56 7341.88 80.75 Cum sand: 6 graded stone aggregate 20 mm nominal size) Applying priming coat:- With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel work (second 36 5540.07 29.19 189.80 sqm coat) Painting with aluminum paint of approved brand and manufacture 37 22888.74 120.59 189.80 sqm an even shade. Two or more coats on new work

lead Draftsman

38

Conts. On 4th

Providing and fixing of nuts ,bolts and chips incld one end fix to

Providing & fixing of 80mm dia PVC pipe for aeration purpose

Executive Engineer

80.04

101.00

110.00

15.00

kg

mtr

8804.68

1515.00

#Construction OF 0.10 lac Gallon Capacity RCC service reservoir with sluice chamber, Laying / / #Construction of protection wall, chainlink fencing , Anchor/ saddle blocks , intake/ collection chamber for WSS Chapran Under JJM ", including transportation of plant at site etc. complete By 8385.53 1350.00 6.21 cm plant plant for Providing and fixing of pipe specials of standard quality red testing complete 65650.00 ned testing of materials from source to road site of work including carriage unloading and stacking:-- Stone / stone call. 1.00 job 65650.00 Carriage unloading and stacking:-- Stone / stone soling for an av lead 33661.06 82.94 Cum 405.85 11915.07 16.68 Cum 714.33 20mm aggregate for an av lead of 45 km 113162.73 172.19 Cum 657.20 sand for an av lead of 30km 58246.38 114.96 Cum 506.67 pipes for an av lead of 15km 6802.31 22.18 MT 306.69 18327.59 cement for an av lead of 15 km 59.76 MT 306.69 steel for an av lead of 15 km 1469.03 4.79 MT 306.69 Carraige of materials from road site to site of work by manual 42.1 labour including loading , unloading and stacking for an av lead of 43197.37 43 300 Mtrs. Stone / stone soling 82.94 Cum 520.83 7984.37 478.68 16.68 Cum 40mm aggregate 76242.98 442.78 43 172.19 Cum 20mm aggregate 50902.45 442.78 43 Cum 114.96 sand 5952.61 43 MT 268.38 22.18 pipes 16038.22 43 MT 268.38 59.76 Cement 2190.07 43.1 MT 457.22 4.79 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 embeding with 1:3:6 44 6060.00 6060.00 1.00 job cement concrete complete job 6471918.00 TOTAL

Rupees (Sixty Four Lac Seventy One Thousand Nine Hundred Eighteen only)

**Executive Engineer** PHE (Hyd) Division Bandipora.

## **ANNEXURE "B"**

of 0.10 Lac gallon capacity RCC Service Reservoir with sluice chamber, Laying/Fitting of construction of protection wall, chain link fencing anchor/ and the construction of protection wall, chain link fencing anchor/ or one construction of protection wall, chain link fencing, anchor/ saddle blocks, intake/collection was WSS Chapran

02.

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

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

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

03. appointed by the Department No liability should be created on this account.

This letter of allotment will constitute a legal contract between the government and the 04. contractor and the conditions as laid down in the master NIT for 2022-2023 and PWD Form 05. No. 25 (Double) will also hold good even before the drawl of an agreement between the Government and the contractor.

That the date of start of the work shall be reckoned within two days from the date of issue of Letter of Intent issued vide this office No PHE/Hyd/Bpr/JJM/4054-67 dated 30/07/2022 and 06. 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.

The total amount of work should not exceed Rs.64,71,918.00 in any case.

The contractor has deposited 3% Performance Security amounts to Rs.1,93,500.00 and 07. Rs.663.00 bearing No. 3386173 and No 3382715 dated 29/10/2022 and 10/11/2022 in 08. shape of earnest money (FDR) through J&K Bank Branch Unit T.P and 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.

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

The time of completion of the work is reckoned 90 Days (Ninety Days) as per the condition 10. laid down in the e-NIT.

The firm shall be bound for satisfactory performance of works for 18 months after 11. the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm to remove the defect, the department may get the defects removed/repaired by any other agency and cost thereof shall be recovered from the firm and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting

After testing and commissioning of work, the bidder will have to make a trial run of 12. 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

The defects Liability period shall be for a period of 12 Months which shall 13. 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

In the event of allottee failing, declining, neglecting or delaying the supplies / works 14. 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

and conditions of the contract, the Department shall with or without solve to any other remedies available to it under any law for the time enforce in the UT: ferminate the contract after 15 days' notice Recover the amount of loss caused by damage, fallure or default, as hedetermined by the department. may be determined by the department. and/or c). Recover the extra cost, if any, involved in allotting contract to other party. d). Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract. and/or Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency In the event of the death or insanity or insolvency or imprisonment of the bidder or where the bidder being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, in the option of the Engineer-in-charge, be terminated by notice in writing posted at the site of the works The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allotee All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder The bidder shall not sublet the whole or part of the work. The bidder shall not assign the work or any part thereof or any benefit or any interest thereon or any claim arising of the contract, without prior written consent of the allotting authority From the commencement of the work to the completion thereof the same shall 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

17.

18.

19.

20.

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

guards, fencing and watching, when and where necessary or required by the summent for the protection of the work or safety and convenience of the Public etc partment firm shall make his own arrangement, at his own cost, for all lines, bidder/firm shall make his own arrangement, at his own cost, for all lines, bidder power points, etc. to the machinery and plant required by him for the vidual power points, etc. to the machinery and plant required by him for the bidder 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 prevalent directly to the Power Corporation and the bidder's final bill shall be bidder/firm directly to the Power Corporation and the bidder's final bill shall be bidder only after he gets a no outstanding certificate from the concerned Electric sylvision.

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 contactor without serving any notice. The Assistant Ex. Engineer concerned shall intimate this office regarding the same.

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

Technical Officer

Executive Engineer PHE (Hyd) Division

<sup>y</sup> Bandipore