OFFICE OF THE

CUTIVE ENGINEER JAL SHAKTI PHE (HYD) DIVISION BANDIPORE

Construction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration plant and Construction inclosured RCC Service Reservoir with sluice chamber, construction of PST, chain link fencing,

This office E-NIT No 41-PHE/Hyd/Bpr of 2022-23 issued under endorsement No PHE/Hyd/Bpr/6249-59 dated 29/10/2022.

Revised District Action Plan of District Bandipore approved by DJJM vide No 2.

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

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

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/12088-12100 dated 22/12/2022.

Administrative Approval Accorded by Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q 7. Sopore vide order No 63/SE/Hyd/DB/JJM of 2022-23 dated 24/09/2022 issued under endorsement No SE/Hyd/DB/8183-88 dated 24/09/2022.

Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order 9. No CE/PHE/DB/739 of 11/2022 Dated 16/11/2022 issued under endorsement No

CE/PHE/DB/30132-38 dated 16/11/2022.

ORDER NO. PHE/HYD/BPR/ 62 OF 2022-2023

DATED: 23/ 12 (2022

Major Head of Account: JAL JEEVAN MISSION

Advertised Cost: Rs.51.60 Lacs Allotted Cost: Rs.52,63,157.00 Time of Completion: 90 Days (GST No: -01AHAPT2241F1ZZ)

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work "Construction ding successful testing and commissioning of 0.030 MGD Slow Sand Filtration plant and 0.15 Lac gallon capacity RCC ce Reservoir with sluice chamber, construction of PST, chain link fencing, intake/ collection chamber for WSS Gabipathri" is by fixed with M/s Tantray Construction Prop. Mr. Mushtaq Ahmad Tantray S/o Abdul Jabbar Tantray R/o Ajar Bandipore il and District Bandipore bearing Regd No 46/ "AAY"/CE/CID/PDC/2010-11, on the allotted cost of Rs.52,63,157.00 nees Fifty Two Lac Sixty Three Thousand One Hundred Fifty Seven only) on the rates quoted and subsequently negotiated / epted by bidder on percentage basis as per the <u>Annexure "A"</u> of this allotment order with the standard terms and conditions as down in <u>Annexure "B"</u> of this allotment and Detailed E-NIT and SBD.

Executive Engineer

PHE (Hyd) Division

Bandipore

chnical Officer

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D:-PHE/Hyd/Bpr/CC/ 8974-88

1:-23/12/2022 py 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.

M/s Tantray Construction Prop. Mr. Mushtaq Ahmad Tantray S/o Abdul Jabbar Tantray R/o Ajar Bandipore Tehsil and District Bandipore for information.

OFFICE OF THE

ECUTIVE ENGINEER PHE (HYD) DIVISION BANDIPORE

Jure "	A" TO ALLOT MENT OF GET THEPHE/HYD	/BPD /2000	C
Work:- "C	Construction including successful testing and commit	7 Dr R72022-23 Dated/	12022
an	Construction including successful testing and commissioning of 0.15 ac Gallon Capacity RCC service resorvoir with sluncing, intake/collection chamber for WSS Gabipathri	ng of 0.030 MGD Slow Sand Filters	72022
fen	ncing , intake/ collection chamber for WSS Gabipathri"	nce chamber, construction of PST, cha	n Plant
		, thu	THILL

Adv. Cost :- 51.60 lacs

E				Allou	2051 :- 51.60 lacs
	Particulars	01		Allone	ed Cost :- 5263157.0
No	Forth work in bulk excavation by manual	Qfy.	Uni	Rate	
	Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m2 on plan)	į –			Amount
	including disposal of excavated earth lead upto 50 meters and lift			1.	
A	upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil				
1	Ordinary or hard rock	4.71	Cum	520.00	×
1.1	Forth work in bulk execution by	2.02	Curr	007.55	
2	Earth work in bulk excavation by mechanical means (hydraulic		2011	855.65	1728.41
	Texturation over dieds texteeding 30 cm in doubt 1 F			1	111111111111111111111111111111111111111
	Well do to the on blull including disposal of all the	1			
-1	upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-	Ť,			_
2.1	Ordinary Rock	411.89	Cum	10075	
3	Forth work in executation by	176.52	Cum		77744.24
"	Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations drains are		Com	378.35	66786.34
_[_				1	
					1
	exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m including activities.		. 1	1	
1	of bottoms lift upto 1.5 m, including dressing of sides and ramming disposal of surplus excavated earth and		1	ł	
	disposal of surplus excavated earth as directed, within a lead of 50 metres::All kinds of soil:	** • •		1	
3.1	Ordinary rock	13.82	Cum	252.05	
4	Extra for avery additional as	4.61	cum		3483.33
	Extra for every additional lift of 1.5 m or part thereof in excavation/banking		Com	470.00	2166.70
	Danking			1	
4.1	excavated or stacked material: All kinds of soil: Ordinary or hard rock	5.92	Cum	81.65	400.00
5	Dismontling GI piece (and I be a line)	53.28	Cum	146.45	483.37
	Dismantling G.I. pipes (external work) including excavation and refilling			140.40	7802.86
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			1	1
1	trenches after taking out the pipes, manually/by mechanical means				1
	including stacking of pipes within 50 meters lead as per direction of Engineer-in-charge: below 40 mm nominal bore				
5.1	CDOVE 40 mm nominal la	0.00	mtr	99.75	0.00
6	Filling gyallable excepted and the control of the c	500.00	mtr	110.65	55325.00
	trenches, plinth, sides of foundations etc. in layers not exceeding	•			33313.00
	20 cm in depth, consolidating each deposited layer by ramming and		1		1 . 1
	watering, lead upto 50 m and lift upto 1.5 m			5	1
7	Providing and laying of Baramulla stones of approved size and	268.01	Cum	198.70	53253.59
		00.00			
8	Providing and laying of filter media (grayel) to be built in	33.20	sqm	1800.00	59760.00
	per specification and site incharge incld. Testing and all sorts of		1		
		48.56		7000.00	
9	Providing & laying stone soling in horizontal on level.	33.92	Cum	7000.00	339920.00
10	rroviding and laying in position cement concrete of specified and laying in the laying concrete of specified and laying in the laying concrete of specified and lay	33.92	Cum	816.40	27692.29
1	misioding coming but excluding the cost of centring and shows in a Au	ľ			1
1	work opio pinni level with: 1:4:8 [] cement . A coarse sand 0		1		
	graded stone aggregate 40 mm nominal size)	24.48	Cum	4861.84	110017.04
	Providing and laying in position specified grade of reinforced coment	- 1110	Com	4001.04	119017.84
	content including curing but excluding the cost of contents			- 1	
1 '	shuttering, finishing and reinforcement. All works upto plinth level		- 1		¥ "
- 1	1:172:3 (1 cement : 1/2 coarse sand : 3 graded stone aggregate 20)		1		T .
للسيات		38.58	Cum	7800.76	300953.32

Head Draftsman

Executive Engineer

contd. On 2nd

p-2nd

rk:- "Construction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant and 0.15lac Gallon Capacity RCC service resorvoir with sluice chamber, construction of PST, chainlink fencing, intake/collection chamber for WSS Gabipathri"

	fencing, indice work in walls (any thirt	athri"		er, constructi	ion of PST , chainlin
	Afforced cement concrete work in walls (any thickness) including	g			· / chainin
	attached pilasters, buttresses, plinth and string courses, fillets, column	s,	- 1		
				1	
į.	Curing but excluding cost of comering shuffering, finishing	ď		1	
E			- 1	I	1
	1:1/2:3 (1 cement : 1/2 coarse sand : 3 graded stone aggregate 20	0			ŀ
Faith .	mm nominal size	1			i
13	Reinforced cement concrete work in beams, suspended floors, roofs	73.20	Cur	9408.14	
	having slope uplo 10, lulidilius, bulconies, shalvas chattan it	ľ			688675.85
1	I hands bigit withow sitts staticases and shiral state and	1		- 1	
A	level including coring but excluding the cost of centring, shuttering	1		1	ľ
			1		1
	1:11/2:3 (1 cement : 11/2 coarse sand : 3 graded stone aggregate 20	L			1
	I IIIII Homina size				
14	Reinforced cement concrete work in arches, archribs, domes, vaults	6.86	Curr	9849.35	
	I sliells, folded blufe dild foots naving slope more il			7049.33	67566.54
- 1	five level level including curing but excluding the cost of centering,		1		
1	shuttering finishing and reinforcement with:-	1			
	1:11/2:3 (1 cement : 11/2 coarse cond 2	ſ			
	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	*:			
15		4.43	Cum	10/0/	
"	Providing & fixing of main hole cover 0.75 x 0.75 of standard quality with angle iron frame incld all possessors fixed.		Com	10404.52	46092.02
16			NI.		
10	Triotiding & liking of main hole cover 0.00 . 0.00	1.00	No.	3500.00	3500.00
17			1		1.00
['/		3.00	No	4500.00	13500.00
1 1		1 4000 0		1	30:00
10				ŀ	
18		8	kg	87.18	1302380.28
1					32000.28
					1
19	official siege work in single section find	290.50	kg	102.14	29671.67
i();					2,0,1.0,
1 1		2 '			-
	coat of approved steel primer all complete		1	.	
20	Centering and shuffering including strutting promise	2474.00	kg	91.03	225208.22
1 1	of form for: Foundations, footings, bases of columns etc. for mass concrete.	;			223200.22
			ľ		1
20.01	Walls (any thickness) including attached pilasters, buttresses, plinth	218.75	sqm -	262.30	57378.13
	and string courses etc.			·	37 37 0.13
20.02		469.36	sqm	573.85	269342.24
20.03	Suspended floors, roofs, landings, balconies and access platforms	33.11	sqm	635.60	
00.01	Lintel, beams, plinth beams, girders, bressumers and cantilevers				21044.72
20.04	Arches, domes, vaults upto 6 m span	15.44	sqm	502.85	7764.00
20.05	Extra for shuttering in circular work	35.98	sqm	2086.80	75083.06
	and the first of the state of t	114.94	sqm	114.76	
20.06				114.70	13190.51
20.06	Edges of slabs and breaks in floors and walls: Under 20 cm wide				1
20.06	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and strute	15.00	Rm	242.30	3634.50
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia CLI balls.				
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for gergtion purpose.	15.00 8.64	Rm	242.30	3634.50 5876.50
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for gergtion purpose.	15.00	Rm	242.30	5876.50
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose Providing and incorporating PGI shorts attitude 2.0 metables.	15.00 8.64 60.00	Rm sqm	242.30 680.15 250.00	
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete ich	15.00 8.64	Rm sqm	242.30 680.15 250.00	5876.50 15000.00
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job Providing and laying in position cement concrete of specified grade including curing but excluding the cost of specified grade	15.00 8.64 60.00	Rm sqm	242.30 680.15	5876.50
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job Providing and laying in position cement concrete of specified grade including curing but excluding the cost of specified grade	15.00 8.64 60.00	Rm sqm	242.30 680.15 250.00	5876.50 15000.00
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job 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 1:3 construction in the contraction of the cost of centring and shuttering. All work upto plinth level with: 1:3:6 (1) cement 1:3 contraction in the cost of centring and shuttering.	15.00 8.64 60.00 4.64	Rm sqm	242.30 680.15 250.00	5876.50 15000.00
20.07	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job 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)	15.00 8.64 60.00	Rm sqm	242.30 680.15 250.00	15000.00 1856.00
20.07 21 22 23	Edges of slabs and breaks in floors and walls: Under 20 cm wide Columns, pillars, piers, abutments, posts and struts. Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job 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 1:3 construction in the contraction of the cost of centring and shuttering. All work upto plinth level with: 1:3:6 (1) cement 1:3 contraction in the cost of centring and shuttering.	15.00 8.64 60.00 4.64	Rm sqm No Sqm	242.30 680.15 250.00 400.00	5876.50 15000.00

contd. On 3rd

Executive Engineer

"Construction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant of the "Construction of PST of the Construction of PST

	prk:- ad 0.15 lac Gallon Garding chamber for WSS Gabipe	athri"			
	and 0.15lac Gallot Gall	n I			
	fencing, intaker to the fabric fencing of required width in fabric fencing of required width in fabric fencing of required width and fixing G.I. chain link fabric fencing of required to mesh size 50x50 mm including strengthening with 2 mm dia wire of mesh size 50x50 mm including strengthening the fabric fencing of required width in fabric fencing with 2 mm dia wire of fabric fencing fenc	·		1	1
	diding and fram including strengthering as per the direction of	<i>i</i>	1	1	
	mush size	180.00	1 .cim	733.50	132030.00
	A nuts, bolls and Made of C.I. The	50001			
1.7	Engineer-line a plaster of mix: 1:4 (1 certain the plaster)	7	1 scim	260.05	132349.85
£	12mm Certiful Laying in position specified grade of removed certiful	<i>i</i> 1	1	1	1 1
57	Providing and the curing but excluding the cost of centering,	<i>t</i>			1
121	concrete including and reinforcement. All works upto plinin levels	4		1	1
1	Providing and toying but excluding the cost of centering, including curing but excluding the cost of centering, concrete finishing and reinforcement. All works up to plinth level; shuttering, finishing and reinforcement. All works up to plinth level; shuttering, cement: 2 coarse sand: 4 graded stone aggregate 20 mm 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm		_		1
A			Cum	6978.68	6769.32
	1 - 1 sed swide 7 ing Chromete		ľ	i .	1
28	Applying priming coat:- With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel work (second primer of approved brand and manufacture on steel work)	1			
1 20	arimer of approve	1 189.80	sqm	28.90	5485.22
	coat) Painting with aluminum paint of approved brand and manufacture to				
29				1	
1 -	give an even shade. Two or more coats on new work	189.80	sqm	119.40	22662.12
			T		
30	Providing and mixing water providing water providing water providing water providing water providing water providing water provid	1	1	1 1	
1	l	515.18	kg	57.60	29674.37
	materials from source to road site of work including		1		
31	loading , unloading and stacking: Stone / stone soling for an av	i.	1 1	1	
1 /	loading, unloading and stacking.	33.91	Cum	452.67	15350.04
لــــا	lead of 20 km 40mm aggregate for an av lead of 45 km	22.01	Cum	676.51	14889.99
31.01	20mm aggregate for an av lead of 45 km	152.12	Cum	622.40	94679.49
31.02	20mm aggregate for an av ledd of 43 kill	106.05	Cum	574.88	60966.02
31.03	sand for an av lead of 40 km	98.19	MT	303.65	29815.39
31.04	cement for an av lead of 15 km	17.77	MT	303.65	5395.86
31.05	steel for an av lead of 15 km	17.77	-7		
32	Carraige of materials from road site to site of work by manual	1	-		
. 1	labour including loading, unloading and stacking for an av lead of	33.91	Cum	1053.38	35720.12
	700 Mtrs. Stone / stone soling	22.01	Cum	967.98	21305.24
	40mm dggregare	152.12	Cum	895.41	136209.77
32.02	Zomin aggregate	106.05	Cum	895.41	94958.23
	Suita		5 2025	490.66	48177.91
	Cement	98.19	MT -	835.85	14853.05
	Steel Cold to the state of the	17.77	MT	833.83	14853.05
33	Providing, erecting and fixing of sign board 2'6"x4' made up of			- 1	
	angle iron frame work 50x50x6mm with 1mm thick M.S sheet			1.	
	including priming, painting and proper lettering and embeding with	1.00	1	1000.00	
- 1	1:3:6 cement concrete complete job	1.00	job d	6000.00	6000.00

Rs.5263157.00

5159958.10

103199.00

(Rupees Fifty Two Lac Sixty Three Thousand One Hundred Fifty Seven only)

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

Head Draftsman

Executive Engineer PHE (Hyd) Division Bandipora

TOTAL

ANNEXURE "B"

including successful testing and commissioning of 0.030 MGD Slow Sand Filtration plant and 0.15 Lac Jion including succession with sluice chamber, construction of PST, chain link fencing, intake/ collection was Gabipathri mber for WSS Gabipathri

ERMS AND CONDITIONS

- The work shall be executed strictly as per approved design / drawing, specifications and JJM The work shall be deviation or change in proposal/location is subject to the prior approval from the competent authority.
- The rates allotted are inclusive of all taxes applicable as per norms amended by competent The rates unon-the to time. Labour cess and royalties shall have to be borne by the executing 02. 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. 04.
- This letter of allotment will constitute a legal contract between the government and the 05. 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
- That the date of start of the work shall be reckoned within two days from the date of issue of 06. this allotment order and in case of delay on the part of the contractor in execution of the work within stipulated time of completion a penalty upto 10% of contract value shall be imposed
- The total amount of work should not exceed Rs.52,63,157.00 in any case. 07.
- The bidder shall furnish a performance security equivalent to 03% of the value of the contract 08. within one week of the issuance of allotment order in the shape of CDR/FDR/Bank Guarantee, valid for a period of 24 Months, which shall be released after successful fulfilment of the laid down conditions in SDB/E-NIT.
- In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk 09. and cost of the contractor & the excess cost if involved shall be recovered from the contractor and strict action as warranted under contractual obligation shall be taken against the defaulter
- The time of completion of the work is reckoned 90 Days (Ninety Days) as per the condition 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 fim and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting
- 12. After testing and commissioning of work, the bidder will have to make a trial run of the work for a period of 03 months during which the bidder will have to operate and maintain the executed work to the full satisfaction of the Department
- 13. The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run. The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months
- 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 prejudice to any other remedies available to it under any law for the time

eing enforce in the UT: Fig. Terminate the contract after 15 days' notice and/or

(b). Recover the amount of loss caused by damage, failure or default, as 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 d). Impose Englished 10.5% of the delayed portion of contract every week but not

and/or

Any failure or commission to carry out the provision of the contract shall not 15. 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 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

The bidder should ensure the safety of the water supply lines, sewer lines, 17. 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

From the commencement of the work to the completion thereof the same shall 20. be under the bidder's charge. The bidder shall be held responsible for and make good any loss or injuries by fire or other causes / theft and shall hold the Government harmless for any claims for injuries to persons or damage to property happening from any neglect, default, want of proper care and misconduct on the part of the bidder, or any of his employees, during the execution of work. The bidder shall be responsible for the compensation if any, to labour under the existing labour laws of the country 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

The bidder shall in connection with the work provide and maintain at his own cost all 23. lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public etc

bidder/firm shall make his own arrangement, at his own cost, for all lines, he bidder/tirm should be bidder by rection, testing and electrical energy consumed by him for this purpose at the thall pay for a simple of the purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the prevalent electrical property of the Power Corporation and the bidder's final bill shall be bidder from the gets a no outstanding certificate from the property of the propert bidder/film and bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division.

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 for completion of the work. The latter source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc

Forfeit the performance security and blacklist the firm

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

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.

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

Technical Officer

Executive Engineer PHE (Hyd) Division Bandipore