

P-151 Rahelgum JJM 22-23

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

M/S Gulzar Ahmad Parray

S/O Ab Aziz Parray No/PHB: 10301-03

R/O Jablipora Dated: 17-10-22

Regd. No:- 90/SE/Hyd/Hand/AAV-Civil/2005-06 GST. No:- 01AQRPP2350H1ZX

Tender ID: 2022 PHE 173889 14

Adv. Cost Rs: 41.15 Lacs Alloted cost Rs: 41.14 Lacs

Subject:- Retrofitting for Providing / laying / fitting of pipes, construction of spring protection, Construction of 0.22 lac gallons capacity SR, Construction of Sluice Chamber, construction of chain link fencing and cost for improvements to the existing pipe network for WWS Singhpora Chanpora Under JJM.

- Reference**
1. Your tender received in response to this office Fresh: e-NIT No. 25 OF 2022-23 NO/PHE/ 3100-20 Dated: 13 -06-2022
 02. Read with Corrigendum No: /PHB/3776-96 Dated: 28.06.2022
 03. Read with Corrigendum NO/PHB/4323-43 Dated: 05.07.2022
 04. Read with date Extension NO/PHB/4471-95 Dated: 12.07.2022
 05. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3558-60 Dated: 30.07.2022
 06. Superintending Engineer Hyd.Circle Anantnag's Authrozation Letter No:SE/Hyd/4590 Dated: 03.08.2022
 7. This office letter of intent No/PHB/8583-90 Dated: 13.09.2022

For & on behalf of Lt. Governor of J&K (UT), contract for above noted work is hereby fixed with you on the following quoted rates :-

Sl.No	Description of Work / Item(s)	Qty	Units	Estimated Rate	Amount
1	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 min width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms				
1.1	All kinds of soil	982.00	cum	436.00	428152
1.2	Ordinary rock	421.00	cum	841.60	354314
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 m2 on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge.				
2.1	All kinds of soil	212.77	Cum	539.35	114757
2.2	Ordinary rock	141.33	cum	855.65	120929
3	Extra for every additional lift of 1.5 m or part thereof	106.32	CUM	81.65	8681
3.1	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 :				
3.2	Above 40 mm nominal bore	400.00	Mtr	110.65	44260
3.3	Below 40 mm nominal bore	800.00	Mtr	99.75	79800
4	L/F of GI pipes excl. cost of pipes & earth work with GI fittings .				
4.1	50 mm dia nominal bore	2400.00	Mtr	40.80	97920
4.2	40 mm dia nominal bore	1100.00	Mtr	40.80	44880
4.3	25 mm dia nominal bore	1000.00	Mtr	30.65	30650
4.4	20 mm dia nominal bore	1000.00	Mtr	20.25	20250
4.5	15 mm dia nominal bore	600.00	Mtr	20.25	12150
5	P/F of MS flanges 10mm thick to GI pipe line incl nuts, bolts , washers etc complete job				
5.1	100 mm dia nominal bore	99.00	pair	1520.00	150480
5.2	65 mm dia nominal bore	83.00	pair	1000.00	83000
6	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)				
6.1	100 mm dia DI pipe	48.00	Qtls	245.55	11786

	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.				
7.1	100mm dia DI Pipe				
8	Filling available excavated earth 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.	50.00	Each	89.70	4485
9	Providing / laying of stone soling dry hand packed on level incl all carriages	1262.70	Cum	198.70	250898
10	Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centring and shuttering. All work upto plinth level with: 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	17.34	cum	1320.00	22889
11	Providing and laying in position specified grade of reinforced cement concrete including curing but excluding the cost of centering, shuttering, finishing and reinforcement. All works upto plinth level 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	17.34	cum	4861.00	84290
12	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: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	20.06	cum	7800.00	156468
13	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)	24.00	Cum	6465.00	155160
14	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts upto floor five level including curing but excluding cost of centering shuttering, finishing and reinforcement. 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	5.05	cum	10404.00	52540
15	Centering and shuttering including strutting, propping etc. and removal of form for:				
15.1	Foundations, footings, bases of columns etc. for mass concrete.	25.74	cum	9408.00	242162
15.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	11.59	SQM	262.30	3040
15.3	Arches, domes, vaults upto 6 m span	375.08	SQM	573.85	215240
16	Extra for shuttering incircular work	40.43	SQM	2086.80	84369
16.1	Foundations, footings, bases of columns etc. for mass concrete.	1.62	SQM	52.46	85
16.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	28.58	SQM	114.77	3280
16.3	Extra for arches, domes, vaults exceeding 6 m span	40.43	SQM	1008.45	40772
16.4	12mm Cement plaster of mix: 1 : 4 (1 cement : 4 fine sand)	492.60	SQM	260.05	128101
17	Reinforcement for RCC work including straightening, cutting, bending, placing in position & binding all complete TMT Bars.	4504.00	Kg	87.00	391848

	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	754.00	kg	103.00	77662
19	Providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification. (1 kg of water proofing material in 50 kg of cement)	259.00	kg	57.90	14996
20	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.	2357.00	Kg	91.00	214487
21	P/F of chain link fencing of required width in mesh size 50x50mm incld strengthening with 2mm dia wire or nuts bolts and washers as required complete as per direction of Engineer incharge made of GI wire of dia 4mm	180.00	SQM	806.00	145080
22	Applying priming coat: With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel galvanized iron/steel works	180.00	SQM	52.75	9495
23	Painting with ready mixed synthetic enamel paint of approved brand and manufacture in all shades to give an even shade (two or more coats on new work)	180.00	SQM	121.95	21951
24	Carriage of material / Pipe from divisional store upto dumping site of work by mechanical transport incl loading				
24.1	100mm dia DI Pipe avg 40 Kms	300.00	Mtr	13.13	3939
24.2	below 100mm dia DI Pipe avg 40 Kms	14.78	M.T	534.00	7893
24.3	Cement / Steel avg.30kMs	43.70	M.T	446.00	19490
24.4	Sand Avg. 30 Km	47.74	Cum	501.00	23918
24.5	20 mm Agg. Avg. 30 Km	67.37	Cum	501.00	33752
24.6	40 mm Agg. Avg. 30 Km	15.60	Cum	545.00	8502
25	Extra carriage of material by manual labours from dumping site up to actual site of work Avg.400mtrs				
25.1	Cement / Steel	41.68	M.T	246.00	10253
25.2	Sand	45.31	Cum	530.00	24014
25.3	20 mm Agg.	64.15	Cum	530.00	34000
25.4	40 mm Agg.	14.89	Cum	574.00	8547
25.5	Stone soling	16.55	Cum	623.00	10311
26	Extra carriage of material / pipe by manual labours from dumping site up to actual site of work Avg.300mtrs				
26.1	100mm dia DI Pipe	300.00	Mtr	7.18	2154
26.2	below 100mm dia DI Pipe	14.78	M.T	266.00	3931
26.3	Cement / Steel	2.02	M.T	210.00	424
26.4	Sand	2.43	Cum	438.00	1064
26.5	20 mm Agg.	3.22	Cum	381.22	1228
26.6	40 mm Agg.	0.71	Cum	474.00	337
26.7	Stone soling	0.79	Cum	515.00	407
Total					4115000
Deduct @0.020 for all items quoted by the bidder					823
Total amount after the deductions					4114177
Say Rs:					41.14 Lacs

Rates & Qty Checked

Head
Draftsman

Technical Officer

Er. Ashish Sharma
Executive Engineer
Jal Shakti PHE Division Bijbehara

Terms & Conditions

1	The cost of work should in no case exceed beyond Rs. 41.14 Lacs (Rupees Forty one Lac fourteen thousand) only
2	The work shall have to be completed within a period of 90 working days from the date of issuance of this allotment order failing which penalty upto 10% of the total value of contract shall be imposed upon you.



	Earnest money deposited by you vide C DR NO: 3107717DT: 08.07.2022 RS: 120300 /- - successful completion of the work and expiry of defect clause.
	Client/Paying Authority: The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Asstt Executive Engineer
5	Terms of Payment: Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work viz a viz completion period within a variation of -5%.
6	Warranty: 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 /joint venture 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/joint venture 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 / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.
7	Trial Run: 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.
8	Defects Liability Period (DLP): 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.
9	Liquidated damages (LD) 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 being enforce in the UT: a) Terminate the contract after 15 days notice and/or b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department. and/or c) Recover the extra cost, if any, involved in allotting contract to other party. and/or d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract. and/or e) Forfeit the performance security and blacklist the firm.
10	Force Majeure: 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.
11	Specifications of job: Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.
12	Bidder Dying, Becoming Insolvent Or Imprisoned: 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. communications/ instructions.
13	Safety of Govt. Infrastructures: 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.
14	Allottee's risk and insurance: 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.
15	Work under Bidders Charge: From the commencement of the work to the completion thereof the same shall be under the bidders 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.

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	<p>Setting Out of Works: The bidder shall be responsible for the time and proper setting out of all the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.</p>
17	<p>Labour: 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.</p>
18	<p>Storage at Site: 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.</p>
19	<p>Watch & Ward of Works: The bidder shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public etc.</p>
20	<p>Final Acceptance: The equipment/work shall be accepted by the Department only after the system has been tested and has performed satisfactorily in all respects, at site, in accordance with the provisions of the contract.</p>
21	<p>Cleaning Up: On completion of the works the bidder shall clear away, load into trucks or any other transport and remove from the site all constructional plant, surplus materials, dismantled or otherwise, earth and rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition, to the satisfaction of the Department.</p>
22	<p>Power and Water Supply: The bidder/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, testing and commissioning of the equipment ordered on him. The bidder shall pay for all electrical energy consumed by him for this purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the bidder/firm directly to the Power Corporation and the bidder's final bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division. The Division shall not be responsible, and the bidder shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The bidder/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydra testing/ water tightness Test/ Curing, labour colony, Site Office etc.</p>
23	<p>Agreement: 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.</p>
24	<p>Tender quantities: <u>The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site as per the design and other considerations. The successful bidder shall have no claim/ reservation on this account and the decision of the department shall be final and binding.</u></p>
25	<p>Third Party Monitoring: The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.</p>
26	<p>All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.</p>

Copy to the :-

- 1 Chief Engineer Kmr PHE Department Srinager for favour of information please.
- 2 District Dev. Commissioner Anantnag for favour of information please
- 3 Superintending Engineer Hyd. Circle Bijbehara for favour of information
- 4 Assistant Executive Engineer PHE Sub -Division Pahalgam for Information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.
- 6 Technical Officer Divisional Office for information
- 7 File Concerned


 Executive Engineer
 USD PHE Division Bijbehara

Date 22/09/23
FJM

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

M/S Balzar Ahmad Parray
S/O Ab Aziz Parray
R/O Jablipora
Regd. No:- 90/SE/Hyd/Hand/AAV-Civil/2005-06
No/PHB:
Dated:
GST. No:- 01AQRPP2350H1ZX

Tender ID: 2022_PHE_173889_14
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Alloted cost Rs: 60.15 Lacs

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24.4	Sand Avg. 30 Km	47.74	Cum	501.00	23918
24.5	20 mm Agg. Avg. 30 Km	67.37	Cum	501.00	33752
24.6	40 mm Agg. Avg. 30 Km	15.60	Cum	545.00	8502
25	Extra carriage of material by manual labours from dumping site up to actual site of work Avg.400mtrs				
25.1	Cement / Steel	41.68	M.T	246.00	10253
25.2	Sand	45.31	Cum	530.00	24014
25.3	20 mm Agg.	64.15	Cum	530.00	34000
25.4	40 mm Agg.	14.89	Cum	574.00	8547
25.5	Stone soling	16.55	Cum	623.00	10311
26	Extra carriage of material / pipe by manual labours from dumping site up to actual site of work Avg.300mtrs				
26.1	100mm dia DI Pipe	300.00	Mtr	7.18	2154
26.2	below 100mm dia DI Pipe	14.78	M.T	266.00	3931
26.3	Cement / Steel	2.02	M.T	210.00	424
26.4	Sand	2.43	Cum	438.00	1064
26.5	20 mm Agg.	3.22	Cum	381.22	1228
26.6	40 mm Agg.	0.71	Cum	474.00	337
26.7	Stone soling	0.79	Cum	515.00	407
Total					4115000
Deduct @0.020 for all items quoted by the bidder					823
Total amount after the deductions					4114177
Say Rs:					41.14 Lacs

Rates & Qty Checked

Head
Draftsman

Technical Officer

Er.Asish Sharma
Executive Engineer
Jal Shakti PHE Division Bijbehara

Terms & Conditions

1	The cost of work should in no case exceed beyond Rs. 41.14 Lacs (Rupees Forty one Lac fourteen thousand) only
2	The work shall have to be completed within a period of 90 working days from the date of issuance of this allotment order failing which penalty upto 10% of the total value of contract shall be imposed upon you.



	<p>Earnest money deposited by you vide C DR NO: DT: .2022 RS: /- and No: Dated: .2022 Rs: /- successful completion of the work and expiry of defect clause.</p>
4	<p>Client/Paying Authority: The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Assitant Executive Engineer</p>
5	<p>Terms of Payment: Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work viz a viz completion period within a variation of -5%.</p>
6	<p>Warranty: 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 /joint venture 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/joint venture 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 / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.</p>
7	<p>Trial Run: 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.</p>
8	<p>Defects Liability Period (DLP): 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.</p>
9	<p>Liquidated damages (LD) 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 being enforce in the UT: a) Terminate the contract after 15 days notice and/or b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department. and/or c) Recover the extra cost, if any, involved in allotting contract to other party. and/or d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract. and/or e) Forfeit the performance security and blacklist the firm</p>
10	<p>Force Majeure: 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.</p>
11	<p>Specifications of job: Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.</p>
12	<p>Bidder Dying, Becoming Insolvent Or Imprisoned: 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. communications/ instructions.</p>
13	<p>Safety of Govt. Infrastructures: 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.</p>
14	<p>Allottee's risk and insurance: 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.</p>
15	<p>Work under Bidders Charge: From the commencement of the work to the completion thereof the same shall be under the bidders 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.</p>

	<p>Setting Out of Works: The bidder shall be responsible for the time and proper setting out of all the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.</p>
17	<p>Labour: 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.</p>
18	<p>Storage at Site: 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.</p>
19	<p>Watch & Ward of Works: The bidder shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public etc.</p>
20	<p>Final Acceptance: The equipment/work shall be accepted by the Department only after the system has been tested and has performed satisfactorily in all respects, at site, in accordance with the provisions of the contract.</p>
21	<p>Cleaning Up: On completion of the works the bidder shall clear away, load into trucks or any other transport and remove from the site all constructional plant, surplus materials, dismantled or otherwise, earth and rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition, to the satisfaction of the Department.</p>
22	<p>Power and Water Supply: The bidder/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, testing and commissioning of the equipment ordered on him. The bidder shall pay for all electrical energy consumed by him for this purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the bidder/firm directly to the Power Corporation and the bidder's final bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division. The Division shall not be responsible, and the bidder shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The bidder/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc.</p>
23	<p>Agreement: 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.</p>
24	<p>Tender quantities: <u>The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site as per the design and other considerations. The successful bidder shall have no claim/ reservation on this account and the decision of the department shall be final and binding.</u></p>
25	<p>Third Party Monitoring: The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.</p>
26	<p>All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.</p>

Copy to the :-

- 1 Chief Engineer Kmr PHE Department Srinager for favour of information please.
- 2 District Dev. Commissioner Anantnag for favour of information please
- 3 Superintending Engineer Hyd. Circle Bijbehara for favour of information
- 4 Assistant Executive Engineer PHE Sub -Division Pahalgam for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.
- 6 Technical Officer Divisional Office for information
- 7 File Concerned

Executive Engineer
JSD PHE Division Bijbehara

