

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

Construction including successful testing and commissioning of 02 No 0.20 Lac gallon Service Reservoir with sluice chamber, construction of chain link fencing etc WSS Bazipora.

1. This office E-NIT No 03-PHE/Hyd/Bpr of 2022-23 issued under endorsement 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 Jal Jeevan Mission issued by NJJM, DDW&S Ministry of Jal Shakti GOI vide F. No W-11016/10/2022-JJM-IV-DDWS Dated 21/06/2022
5. Modus operandi communicated by Chief Engineer Jal Shakti PHE Kashmir vide Circular No 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/4901-14 dated 29/07/2022.
7. Administrative Approval Accorded by Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore vide order No 99/SE/Hyd/DB/JJM of 2022-2023 dated 24/09/2022 issued under endorsement No SE/Hyd/DB/8471-76 dated 24/09/2022.
9. Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order No CE/PHE/DB/779 of 12/2022 Dated 17/12/2022 issued under endorsement No CE/PHE/DB/35273-79 dated 17/12/2022.

ORDER NO. PHE/HYD/BPR/68 OF 2022-2023

DATED: 27/12/2022

Major Head of Account: JAL JEEVAN MISSION

Advertised Cost: Rs.61.14 Lacs

Allotted Cost: Rs.62,36,413.00

Time of Completion: 90 Days

(GST No: -01BVZP52746G1Z5)

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work "Construction including successful testing and commissioning of 02 No 0.20 Lac gallon Service Reservoir with sluice chamber, construction of chain link fencing etc WSS Bazipora" is hereby fixed with Mr. Gh. Mohi-ud-Din Shagoo S/o Haji Mohd Ramzan Shagoo R/o Barthana Qamarwari Srinagar bearing Regd No SE/Hyd/Sopore/193/Hundred Ninety Three/AYY/2005-2006, on the allotted cost of Rs.62,36,413.00 (Rupees Sixty Two Lac Thirty Six Thousand Four Hundred Thirteen 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

Executive Engineer
PHE (Hyd) Division
Bandipore

No: - PHE/Hyd/Bpr/CC/ 9206-19
Dt: 27/12/2022

Copy to the: -

01. Chief Engineer Jal Shakti PHE Department Srinagar for favour of information.
02. District Development Commissioner Bandipore (Chairman DJJM) for favour of information.
03. Additional District Development Commissioner Bandipore (Member DJJM) for favour of information.
04. Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore (Member Secretary DJJM) for favour of information.
05. Assistant Commissioner Development Bandipore (Member DJJM) for favour of information.
06. Divisional Forest Officer Bandipore (Member DJJM) for favour of information.
07. Chief Planning Officer Bandipore (Member DJJM) for favour of information.
08. Chief Medical Officer Bandipore (Member DJJM) for favour of information.
09. Chief Education Officer Bandipore (Member DJJM) for favour of information.
10. District Social Welfare Officer Bandipore/District Tribal Welfare Officer Bandipore (Member DJJM) for favour of information.
11. District Information Officer Bandipore (Member DJJM) for favour of information.
12. Assistant Executive Engineer PHE Sub-Division Bandipore for information.
13. WAPCOS Bandipore for information.
14. Mr. Gh. Mohi-ud-Din Shagoo S/o Haji Mohd Ramzan Shagoo R/o Barthana Qamarwari Srinagar for information.

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

Figure "A" TO ALLOTMENT Order No. 68 PHE/HYD/BPR/2022-23 Dated 27/12/2022

Work:- "Construction including successful testing and commissioning of 02 No 0.20 lac Gallon Capacity RCC service reservoir with sluice chamber, construction of chainlink fencing, intake/ collection chamber & Bathroom for WSS Bazipora"

Adv. Cost :- 61.14 lacs
Allotted Cost :- 6236413.00

S. No	Particulars	Qty.	Unit	Rate	Amount
1	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed: All kinds of soil	11.34	Cum	436.00	4944.24
2	Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m ² on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge.: Ordinary or hard rock	98.20	Cum	855.65	84024.83
3	Earth work in bulk excavation by mechanical means (hydraulic excavator) over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m ² on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil	366.14	Cum	188.75	69108.93
3.1	Ordinary Rock	156.92	Cum	378.35	59370.68
4	Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed, within a lead of 50 metres:	27.32	Cum	252.05	6886.01
4.1	Ordinary or hard rock	9.11	Cum	470.00	4281.70
5	Extra for every additional lift of 1.5 m or part thereof in excavation/banking excavated or stacked material : All kinds of soil :	14.12	Cum	81.65	1152.90
5.1	Ordinary or hard rock	127.14	Cum	146.45	18619.65
6	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m	299.94	Cum	198.70	59598.08
7	Providing & laying stone soling in horizontal on level.	46.31	Cum	816.40	37807.48
8	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)	35.21	Cum	4861.84	171185.39
9	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)	39.42	Cum	7800.76	307505.96
10	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)	64.36	Cum	9408.14	605507.89

Head Draftsman

contd. On 2nd

Executive Engineer

ork:- "Construction including successful testing and commisioning of 02 No 0.20 lac Gallon Capacity RCC service resorvoir with sluice chamber, construction of chainlink fencing , intake/ collection chamber & Bathroom for WSS Bazipora"

	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15°, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto five level including curing but excluding the cost of centring, shuttering, finishing and reinforcement with : 1:1 1/2:3 (1 cement : 1 1/2 coarse sand : 3 graded stone aggregate 20 mm nominal size)	16.76	Cum	9849.35	165075.11
12	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:- 1:1 1/2:3 (1 cement : 1 1/2 coarse sand : 3 graded stone aggregate 20 mm nominal size)	11.02	Cum	10404.52	114657.81
13	Providing & fixing of main hole cover 0.90 x 0.90 of standard quality with angle iron frame incld all necessary fittings complete	10.00	No	4500.00	45000.00
14	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level: Thermo-Mechanically Treated bars of grade Fe-500D or more	13306.68	kg	87.18	1160076.36
15	Structural steel work in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete Welded	290.50	kg	102.14	29671.67
16	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	4691.00	kg	91.03	427021.73
17	Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns etc. for mass concrete.	441.98	sqm	262.30	115931.35
17.1	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	516.20	sqm	573.85	296221.37
17.2	Suspended floors, roofs, landings, balconies and access platforms	30.31	sqm	635.60	19265.04
17.3	Lintel, beams, plinth beams, girders, bressumers and cantilevers	51.40	sqm	502.85	25846.49
17.4	Arches, domes, vaults upto 6 m span	89.22	sqm	2086.80	186184.30
17.5	Extra for shuttering in circular work	263.88	sqm	114.76	30282.87
17.6	Edges of slabs and breaks in floors and walls : Under 20 cm wide	64.13	Rm	242.30	15538.70
17.7	Columns, pillars, piers, abutments, posts and struts.	8.64	sqm	680.15	5876.50
18	Providing and fixing of 50mm dia G.I half bend of standard quality to be fixed in dome for aeration purpose	100.00	No	250.00	25000.00
19	Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job	10.66	Sqm	400.00	4264.00
20	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)	90.00	Cum	5437.74	489396.60
21	12mm Cement plaster finished with a floating coat of neat cement of mix:1:3 (1 cement 3 sand)	123.00	sqm	343.75	42281.25
22	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-incharge. Made of G.I. wire of dia 4 mm	360.00	sqm	733.50	264060.00
23	12mm Cement plaster of mix: 1 : 4 (1 cement : 4 fine sand)	618.08	sqm	260.05	160731.70
24	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)	2.52	Cum	6465.19	16292.28

Head Draftsman

contd. On 3rd

Executive Engineer

"Construction including successful testing and commissioning of 02 No 0.20 lac Gallon Capacity RCC Bathroom for WSS Bazipora"

	Providing and laying in position specified grade of reinforced cement concrete including curing but excluding the cost of centering, shuttering, finishing and reinforcement. All works upto plinth level: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	0.97	Cum	6978.68	6769.32
	Supply and filling GSB (granular sub-base) in layer not exceeding 22cm in thickness & aggregate size does not exceed 90mm Includ. carriage	3.11	Cum	650.00	2021.50
27	Providing & laying damp-proof Course 40 mm thick with cement concrete 1:2:4 (1 cement:2 coarse sand: 4 graded stone agg 12.5 mm nominal size) and curing complete	3.97	sqm	341.61	1356.19
28	Brick work with common burnt clay (non-modular) bricks of class designation 7.5 in foundation and plinth including curing in :Cement mortar 1:4 (1 cement : 4 coarse sand)	5.77	Cum	7151.32	41263.12
29	Extra for brick work with common burnt clay bricks/cement concrete bricks in superstructure above plinth level upto floor five level	5.77	Cum	1456.02	8401.24
30	Cement concrete flooring 1:2:4 (1cement: 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry and curing complete, but excluding the cost of nosing of steps etc. complete. 50 mm thick with 20mm nominal size stone aggregate	5.23	sqm	555.50	2905.27
31	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia and length hold fast lugs or with dash fasteners shall be paid for separately): Second class kail wood	0.21	Cum	92065.35	19333.72
32	Providing and fixing glazed shutters for , windows and clerestory windows fixing with butt hinges of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-in-charge. (Note: -Butt hinges and necessary screws shall be paid separately). First class kail wood (35mm)	5.92	sqm	3093.80	18315.30
33	Providing hoisting and fixing trusses/purlins /rafters/posts/ post-plates or like components including cost of screws etc. complete Second class Kail wood	0.52	Cum	161111.80	83778.14
34	Providing corrugated G. S. sheet roofing including vertical/curved surface fixed with polymer coated J or L hooks, bolts and nuts 8mm diameter with bitumen and G.I limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (upto any pitch in horizontal/vertical or curved surface)excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. 0.63 mm thick with zinc coating not less than 275 gram/m2	18.12	sqm	951.80	17246.62
35	Providing & fixing colour corrugated ridges or hips of width 60cm overall width plain G.S. sheets fixed with polymer coated J. or L hooks, bolts and nuts 8mm dia G.I. limpet and bitumen washers complete. 0.63 mm thick with zinc coating not less than 275 gram/m2	12.19	Rm	691.35	8427.56
36	Providing and fixing plained eaves boarding (Kail wood). 250x32 mm (nominal size)	21.25	Rm	693.90	14745.38
37	providing & fixing of Anchor bolts of 16mm dia 9"long	20.00	No	250.00	5000.00
38	Providing and fixing of of Hardware items Aldrops 150mm dia	2.00	No	400.00	800.00
39	Providing and fixing aluminum tower bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with necessary screws etc. complete:	2.00	No	80.35	160.70
39.1	Tower bolt (150x10 mm) long	5.00	No	57.35	286.75

Head Draftsman

contd. On 4th

Executive Engineer

"Construction including successful testing and commissioning of 02 No 0.20 lac Gallon Capacity RCC service reservoir with sluice chamber, construction of chainlink fencing , intake/ collection chamber & Bathroom for WSS Bazipora"

	Providing and fixing aluminum handles ISI marked anodized (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour and shade with necessary screws etc. complete. 125mm	4.00	No	66.35	265.40
	100 mm	18.00	No	52.30	941.40
	Air hooks	9.00	No	45.00	405.00
	Providing and applying white cement based putty of specified thickness, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. (2 mm thick)	51.55	sqm	172.40	8887.22
42	Providing and fixing of GI pipes complete with G.I fittings & clamps incld. cutting & making good etc complete	45.72	Rm	280.00	12801.60
43	Providing and fixing of pvc pipes, cables with all pvc fittings incld. trenching and refilling etc (external with flateral 100mm dia pvc pipe) along with bends, sockets etc (prince quality)	30.48	Rm	750.00	22860.00
44	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With ready mixed pink or grey primer on wood work (hard and soft wood) having VOC content less than 50 grams/ liter	22.01	sqm	59.50	1309.60
45	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on new work	22.01	sqm	121.95	2684.12
46	Providing & fixing White vitreous china water closet squatting pan(Indian type) along with "S" or "P" trap including dismantling of old WC seat and "S" or "P" trap at site complete with all operations including all necessary materials, labour and disposal of dismantled material i/c malba, all complete as per the direction of Engineer-in-charge Long pattern W.C Pan of size 580x440 mm	1.00	No	2979.40	2979.40
47	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked indicating the BIS License No. with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes including all associated fittings and the base support for tank [Sintex, Electoplast, Sfar, Lotus or equivalent having valid ISI license]	500.00	litre	8.00	4000.00
48	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer); of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer- in-Charge, in skirting, risers of steps and dados over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. (wall / floor tiles)	10.40	Sqm	1161.05	12074.92
49	Providing and fixing in position stainless steel sink of standard quality	1.00	No	3500.00	3500.00
50	Providing and fixing of electric and heating points including wiring for lightning points in 1.5 sq. mm, PVC insulated copper wire and 2.5 sq. mm PVC insulated multi strand copper wire, 6mm one way switches, 2 mm thick PVC conduit/ channel with bends, junction boxes etc 6amp S pole MCS, 10 Amp DP MCB, 2 way for housing MCB, hylan sheet with wooden box recessed in walls with accessories complete: Lighting point	10.00	No	1150.00	11500.00
50.1	Heating point	5.00	No	1650.00	8250.00
50.2	Fan points with Fans	4.00	No	5000.00	20000.00
50.3	Exhuast Fan 12" x12"	2.00	No	2500.00	5000.00
51	Applying priming coat:- With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel work (second coat)	369.80	sqm	28.90	10687.22
52	Painting with aluminum paint of approved brand and manufacture to give an even shade. Two or more coats on new work	369.80	sqm	119.40	44154.12

Head Draftsman

contd. On 5th

Executive Engineer

Work:- "Construction including successful testing and commissioning of 02 No 0.20 lac Gallon Capacity RCC service reservoir with sluice chamber, construction of chainlink fencing, intake/ collection chamber & Bathroom for WSS Bazipora"

	Providing and mixing of water proofing material or equivalent for RCC work	424.00	kg	50.00	21200.00
	Providing and fitting of 1 No. water Gysers, 2 No. water mixers. 4 No. Bibcock s, Mirrors, Jugs/ mugs & other bathroom accessories etc	1.00	job	25000.00	25000.00
	Carraige of materials from source to road site of work Including loading, unloading and stacking:- Stone / stone soling for an av lead of 15km	46.31	Cum	384.36	17799.71
55.1	40mm aggregate for an av lead of 30km	31.67	Cum	545.28	17269.02
55.2	20mm aggregate for an av lead of 30 km	203.89	Cum	501.65	102281.42
55.3	sand for an av lead of 30km	139.45	Cum	501.65	69955.09
55.4	cement for an av lead of 15 km	120.05	MT	349.20	41921.46
55.5	steel for an av lead of 15 km	18.51	MT	349.20	6463.69
55.6	Bricks for an av lead of 80 km	2885.00	No	3.06	8828.10
56	Carraige of materials from road site to site of work by manual labour including loading, unloading and stacking for an av lead of 500 Mtrs. Stone / stone soling	46.31	Cum	730.80	33843.35
56.1	40mm aggregate	31.67	Cum	671.55	21267.99
56.2	20mm aggregate	203.89	Cum	621.21	126658.51
56.3	sand	139.45	Cum	621.21	86627.73
56.4	Cement	120.05	MT	355.70	42701.79
56.5	Steel	18.51	MT	605.96	11216.32
56.6	Bricks	2885.00	No	1.15	3317.75
57	Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embedding with 1:3:6 cement concrete complete job	1.00	job	6000.00	6000.00
				TOTAL	6114131.00
				(Allotted rate @ 2% above on all items of work)	122282.00
					Rs. 6236413.00
					(Rupees Sixty Two Lac Thirty Six Thousand Four Hundred Thirteen only)


Head Draftsman


Executive Engineer
PHE (Hyd) Division
Bandipora

ANNEXURE "B"

including successful testing and commissioning of 02 No 0.20 Lac gallon Service Reservoir
chamber, construction of chain link fencing etc WSS Bazipora

TERMS AND CONDITIONS

01. The work shall be executed strictly as per approved design / drawing, specifications and JJM Guidelines. Any deviation or change in proposal/location is subject to the prior approval from the competent authority.
02. The rates allotted are inclusive of all taxes applicable as per norms amended by competent authorities from time to time. Labour cess and royalties shall have to be borne by the executing agency/contractor.
03. The execution of work shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department
04. No liability should be created on this account.
05. This letter of allotment will constitute a legal contract between the government and the contractor and the conditions as laid down in the master NIT for 2022-2023 and PWD Form No. 25 (Double) will also hold good even before the drawl of an agreement between the Government and the contractor.
06. That the date of start of the work shall be reckoned within two days from the date of issue of Letter of Intent issued vide this office No PHE/Hyd/Bpr/JJM/3576-89 dated 30/07/2022 and in case of delay on the part of the contractor in execution of the work within stipulated time of completion a penalty upto 10% of contract value shall be imposed upon him.
07. The total amount of work should not exceed Rs.62,36,413.00 in any case.
08. The bidder shall furnish a performance security equivalent to 03% of the value of the contract within one week of the issuance of allotment order in the shape of CDR/FDR/Bank Guarantee, valid for a period of 24 Months, which shall be released after successful fulfilment of the laid down conditions in SDB/E-NIT.
09. In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk and cost of the contractor & the excess cost if involved shall be recovered from the contractor and strict action as warranted under contractual obligation shall be taken against the defaulter
10. The time of completion of the work is reckoned 90 Days (Ninety Days) as per the condition laid down in the e-NIT.
11. The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm to remove the defect, the department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting
12. After testing and commissioning of work, the bidder will have to make a trial run of the work for a period of 03 months during which the bidder will have to operate and maintain the executed work to the full satisfaction of the Department
13. The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run. The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months
14. In the event of allottee failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the allottee or in the event of any default or failure by the allottee in complying with any of the terms and conditions of the contract, the Department shall with or without prejudice to any other remedies available to it under any law for the time

being enforce in the UT:
b. terminate the contract after 15 days' notice
and/or

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

15. Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency
16. In the event of the death or insanity or insolvency or imprisonment of the bidder or where the bidder being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, in the option of the Engineer-in-charge, be terminated by notice in writing posted at the site of the works
17. The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allottee
18. All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder
19. **The bidder shall not sublet the whole or part of the work.** The bidder shall not assign the work or any part thereof or any benefit or any interest thereon or any claim arising of the contract, without prior written consent of the allotting authority
20. From the commencement of the work to the completion thereof the same shall be under the bidder's charge. The bidder shall be held responsible for and make good any loss or injuries by fire or other causes / theft and shall hold the Government harmless for any claims for injuries to persons or damage to property happening from any neglect, default, want of proper care and misconduct on the part of the bidder, or any of his employees, during the execution of work. The bidder shall be responsible for the compensation if any, to labour under the existing labour laws of the country
21. The bidder shall make his own arrangements for the engagement of all types of the labour, required for the execution of the job. No workman below the age of 18 years shall be employed on the works. Also the bidder shall comply with the provisions of all labour laws and the rules framed there under
22. The bidder shall at his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at sites till its erection/completion. For the purpose the bidder shall, with the approval of Engineer in charge construct temporary storage accommodation for equipment/ material at site for which land shall be provided by the department near the site of work
23. The bidder shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public etc

The bidder/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the execution, 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

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 contractor 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