

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

Construction including successful testing and commissioning of 0.060 MGD Slow Sand Filtration Plant, Construction of PST, bathroom, protection wall, chain link fencing for WSS Pannar.

1. This office E-NIT No 04-PHE/Hyd/Bpr of 2022-23 issued under endorsement No PHE/Hyd/Bpr/397-407 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. Letter of intent issued vide this office No PHE/Hyd/Bpr/JJM/3590-3603 dated 30/07/2022
8. Administrative Approval Accorded by Chief Engineer Jal Shakti PHE Department Kashmir vide order No CE/PHE/DB/JJM/327 of 01/2023 dated 14/01/2023 issued endorsement No CE/PHE/DB/38726-36 dated 14/01/2023.
9. Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order No CE/PHE/DB/808 of 01/2023 Dated 19/01/2023 issued under endorsement No CE/PHE/DB/39287-93 dated 19/01/2023.

**ORDER NO. PHE/HYD/BPR/ 91 OF 2022-2023**

**DATED: 27 01 /2023**

**Major Head of Account: JAL JEEVAN MISSION**

**Advertised Cost: Rs.72.39 Lacs.**

**Allotted Cost: Rs.73,83,805.00**

**Time of Completion: 90 Days**

**(GST No: -01BTPHPM7784F2ZK)**

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 0.060 MGD Slow Sand Filtration Plant, Construction of PST, bathroom, protection wall, chain link fencing for WSS Pannar" is hereby fixed with M/s Malik Construction Prop. Nisar Ahmad Malik S/o Namdar Malik R/o Lawaypora Bandipore bearing Regd No CE/I&FC/Sgr/10(Ten)/AAY (Civil & Sanitary) 2021-22, on the allotted cost of Rs.73,83,805.00 (Rupees Seventy Three Lac Eighty Three Thousand Eight Hundred Five 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/ 10223 -36  
Dt: - 27 01 /2023

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. M/s Malik Construction Prop. Nisar Ahmad Malik S/o Namdar Malik R/o Lawaypora Bandipore for information.

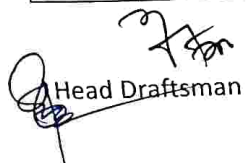
**OFFICE OF THE  
EXECUTIVE ENGINEER PHE (HYD) DIVISION BANDIPORE**

"A" TO ALLOTMENT Order No. 91 PHE/HYD/BPR/2022-23 Dated 27/01/2023

**"Construction including successful testing and commissioning of 0.060 MGD Slow Sand Filtration Plant, construction of PST, Bathroom, protection wall, chainlink fencing for WSS Pannar Under JJM"**

Adv. Cost :- 72.39 lacs  
Allotted Cost :-73,83,805.00

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	166.59	Cum	444.72	74085.90
1.1	Ordinary Rock	155.25	Cum	987.21	153263.89
2	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 <sup>2</sup> 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	20.97	Cum	192.53	4037.25
2.1	Ordinary Rock	8.99	Cum	385.92	3469.39
3	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:	108.26	Cum	257.09	27832.67
3.1	Ordinary or hard rock	4.61	Cum	479.40	2210.03
4	Providing and laying of filter media (gravel) to be laid in layers as per specification and site incharge incld. Testing and all sorts of carriage	88.75	Cum	7140.00	633675.00
5	providing and laying of Baramulla Slabs of approved size and texture incld all sorts of carriage	62.60	sqm	1836.00	114933.60
6	Non return valve : 100mm dia	2.00	No	15300.00	30600.00
7	Providing and fixing of CI sluice valve with cap including all accessories like nuts, bolts rubber insertion etc and tail pieces of Kirloskar make including successful testing and commissioning. :100 mm dia	5.00	No	45900.00	229500.00
8	Dumping stone including cost of stones. in Horizontal on level	38.33	Cum	628.73	24099.14
9	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	124.91	Cum	202.67	25316.01
10	Providing & laying stone soling in horizontal on level.	47.96	Cum	832.73	39937.63
11	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)	36.28	Cum	4959.08	179915.31
12	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)	51.88	Cum	7956.78	412797.50

  
Head Draftsman

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

  
Executive Engineer



**"Construction including successful testing and commissioning of 0.060 MGD Slow Sand Filtration Plant, construction of PST, Bathroom, protection wall, chainlink fencing for WSS Pannar Under JJM"**

13	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)	73.21	Cum	9596.30	702545.33
14	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 : 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	5.88	Cum	10046.34	59072.46
15	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	13447.28	kg	88.92	1195780.55
16	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	410.50	kg	104.18	42767.04
17	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	2354.00	kg	92.85	218570.31
18	Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns etc. for mass concrete.	277.08	sqm	267.55	74131.65
18.1	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	529.48	sqm	585.33	309918.94
18.2	Suspended floors, roofs, landings, balconies and access platforms	50.15	sqm	648.31	32512.85
18.3	Edges of slabs and breaks in floors and walls : Under 20 cm wide	45.73	Rm	247.15	11301.99
18.4	Columns, pillars, piers, abutments, posts and struts.	8.64	sqm	693.75	5994.03
19	Providing and incorporating PGI sheets strips 0.8mm thick at construction joints incld. All carriages complete job	21.42	Sqm	408.00	8739.36
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)	76.49	Cum	5546.49	424251.39
21	12mm Cement plaster finished with a floating coat of neat cement of mix:1:3 (1 cement 3 sand)	452.35	sqm	350.63	158605.22
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-in-charge. Made of G.I. wire of dia 4 mm	180.00	sqm	748.17	134670.60
23	12mm Cement plaster of mix: 1 : 4 ( 1 cement : 4 fine sand)	472.03	sqm	265.25	125206.43
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)	4.06	Cum	6594.49	26773.64
25	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	7118.25	6904.71
26	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness)including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses,string or lacing courses, parapets, coping, bed blocks, anchors blocks, plain window sills, fillets etc upto floor V level, including curing but excluding the cost of centring, shutteringand finishing with 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	49.35	Cum	7414.57	365909.22

Head Draftsman

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

Executive Engineer



**"Construction including successful testing and commissioning of 0.060 MGD Slow Sand Filtration Plant, construction of PST, Bathroom, protection wall, chainlink fencing for WSS Pannar Under JJM"**

	and filling GSB (granular sub-base) in layer not exceeding 200 mm in thickness & aggregate size does not exceed 90mm incld.	3.11	Cum	663.00	2061.93
	carriage 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	348.44	1383.32
	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	7294.35	42088.38
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	1485.14	8569.26
30	Cement concrete flooring 1:2:4 (1 cement: 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	566.61	2963.37
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	93906.66	19720.40
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)	2.78	sqm	3155.68	8772.78
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	164334.04	85453.70
34	Providing and fixing of paneled 40mm thick doors of of first class kail wood incld all sorts of carriage complete	2.00	No	5610.00	11220.00
35	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	970.84	17591.55
36	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	705.18	8596.11
37	Providing and fixing plained eaves boarding (Kail wood). 250x32 mm (nominal size )	21.25	Rm	707.78	15040.28
38	providing & fixing of Anchor bolts of 16mm dia 9"long	20.00	No	255.00	5100.00
39	Providing and fixing of of Hardware items Aldrops 150mm dia	2.00	No	408.00	816.00
40	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	81.96	163.91
41	Tower bolt ( 150x10 mm ) long	8.00	No	58.50	467.98
41.1	Tower bolt ( 100x10 mm ) long	2.00	No	67.68	135.35
42	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	53.35	213.38
42.1	100 mm	4.00	No	45.90	183.60
42.2	Air hooks				

Head Draftsman

contd. On 4<sup>th</sup>

Executive Engineer

**"Construction including successful testing and commissioning of 0.060 MGD Slow Sand Filtration Plant, construction of PST, Bathroom, protection wall, chainlink fencing for WSS Pannar Under JJM"**

	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	175.85	9064.96
	Providing and fixing of GI pipes complete with G.I fittings & clamps incld. cutting & making good etc complete	45.72	Rm	285.60	13057.63
45	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	765.00	23317.20
46	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	60.69	1335.79
47	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	124.39	2737.80
48	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	3038.99	3038.99
49	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, Electroplast, Star, Lotus or equivalent having valid ISI license]	500.00	litre	12.24	6120.00
50	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	1184.27	12316.42
51	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	3.00	No	1173.00	3519.00
51.1	Heating point	2.00	No	1683.00	3366.00
51.2	Exhuast Fan 12" x12"	2.00	No	2550.00	5100.00
52	Applying priming coat:- With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel work (second coat)	189.80	sqm	29.48	5594.92
53	Painting with aluminum paint of approved brand and manufacture to give an even shade. Two or more coats on new work	189.80	sqm	121.79	23115.36
54	Providing and mixing of water proofing material or equivalent for RCC work	1169.00	kg	51.00	59619.00
55	Providing & fixing of 80mm dia PVC pipe for aeration purpose	50.00	mtr	102.00	5100.00
56	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	25500.00	25500.00

Head Draftsman

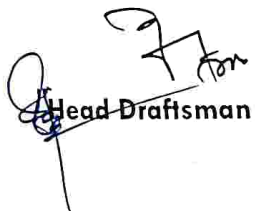
contd. On 5<sup>th</sup>

Executive Engineer



"Construction including successful testing and commissioning of 0.060 MGD Slow Sand Filtration Plant, construction of PST, Bathroom, protection wall, chainlink fencing for WSS Pannar Under JJM".

	Carriage of materials from source to road site of work including loading, unloading and stacking:-- Stone / stone soling for an av lead of 15km	86.29	Cum	356.41	30754.48
	40mm aggregate for an av lead of 45km	32.64	Cum	627.31	20475.40
	20mm aggregate for an av lead of 45 km	197.40	Cum	577.14	113926.73
	sand for an av lead of 40km	144.49	Cum	533.07	77023.63
	cement for an av lead of 15 km	124.56	MT	309.72	38579.10
	steel for an av lead of 15 km	16.07	MT	309.72	4977.25
	Wood for an av lead of 65 Km	0.73	Cum	990.47	723.04
	Bricks for an av lead of 80 km	2885.00	No	2.71	7827.58
	200 mm dia D.I pipe for an av lead of 15 km	500.00	Mtr	11.04	5518.20
	150 mm dia D.I pipe for an av lead of 15 km	7500.00	Mtr	11.04	82773.00
58	Carriage of materials from road site to site of work by manual labour including loading, unloading and stacking for an av lead of 1000 Mtrs. Stone / stone soling	86.29	Cum	1125.04	97079.67
58.1	40mm aggregate	32.64	Cum	1033.83	33744.25
58.2	20mm aggregate	197.40	Cum	956.33	188779.86
58.3	sand	144.49	Cum	956.33	138180.35
58.4	Cement	124.56	MT	515.00	64148.15
58.5	Steel	16.07	MT	877.32	14098.57
58.6	wood	0.73	No	564.00	411.72
58.7	Bricks	2885.00	No	1.79	5149.73
58.8	200 mm dia D.I pipe av lead 1000 mtr	500.00	Mtr	29.42	14708.40
58.9	150 mm dia D.I pipe av lead 1000 mtr	7500.00	Mtr	19.60	147033.00
59	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	6120.00	6120.00
<b>Rs. 73,83,805.00</b>					
<b>(Rupees Seventy Three Lac Eighty Three Thousand Eight Hundred Five only)</b>					

  
Head Draftsman

  
Executive Engineer  
PHE (Hyd) Division  
Bandipora

## ANNEXURE "B"

tion including successful testing and commissioning of 0.060 MGD Slow Sand Filtration Plant, Construction room, protection wall, chain link fencing for WSS Pannar.

### 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/3590-3603 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.73,83,805.00 in any case.
08. The contractor has deposited 3% Performance Security amounts to Rs.2,21,514.00 bearing No. 06651FBG2210001 dated 12/10/2022 in shape of earnest money (Bank Guarantee) through Jammu and Kashmir Branch Unit Puzalpura Bandipore and which has been retained in the divisional office and shall be released after the successful completion/ commissioning of work and after observing DLP period is over.
09. In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk and cost of the contractor & the excess cost if involved shall be recovered from the contractor and strict action as warranted under contractual obligation shall be taken against the defaulter.
10. The time of completion of the work is reckoned 90 Days (Ninety Days) as per the condition laid down in the e-NIT.
11. The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm to remove the defect, the department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting
12. After testing and commissioning of work, the bidder will have to make a trial run of the work for a period of 03 months during which the bidder will have to operate and maintain the executed work to the full satisfaction of the Department
13. The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run. The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months
14. In the event of allottee failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the allottee or in the event of any default or failure by the allottee in complying with any of the terms and conditions of the contract, the Department shall with or without



to any other remedies available to it under any law for the time  
force in the UT:  
terminate the contract after 15 days' notice  
and/or

Recover the amount of loss caused by damage, failure or default, as  
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



arrangement 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 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

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