

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

M/S Yaseen Constructions	No/PHB:	5241-46			
Prop: Tariq Shafi Gilkar	Dated:	17-2-2023			
RIO SK Colony Anantang	GST. No:- 01AIXPG9707D1Z9				
Regd No: 22-BEE -SE/Hyd/Ang/2002-03					
Tender ID:	2022_PHE_166937_25				
Adv. Cost Rs:75.73 Lacs		Allotted cost Rs: 68.51 Lacs			
Subject:-	Laying/ Fitting of Pipes, Construction of Retaining Wall, Chain Link Fencing & Approach Path WSS Sheikhpora under JJM				
	1. In response to this office e-NIT No. 020F 2022-23 Dated: 18-04-2022 issued under NO/PHB /No: PHB/451-71 Dated: 18-04-2022				
	2-4.DJM/ District Development Commissioner Anantnag's Authorization Letter No:DDCA/JJM/2022-23/3858-60 Dated: 30.07.2022 , No/DDCA/DJM/9413 Dt: 04.11.22 and No/DDCA/JJM/12613 Dated:03.02.2023				
Reference	05. Superintending Engineer Hyd.Circle Arantrag's Authorization Letter No:SE/Hyd/4590 Dated: 03.08.2022 and No:SE/Hyd/4445 Dt: 10.11.2022 Read with corrigendum No/PHB/1770-1790 Dated: 10.05.2022 Read with corrigendum No/PHB/2440-60 Dated: 28.05.2022				
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 over areas exceeding 30 cm and upto 1.5 m in depth 1.5 m in width as well as 10 sqm on plan including disposal of excavated soil upto 1m from cutting edge.				
2	a) All Kinds of Soil	4041.1	Cum	436.00	1761920
3	Providing and laying of dry stone soiling tightly hand packed on horizontal levels.	92.4	Cum	616.40	56955
4	Providing and laying of 1:4:8 nominal mix cement concrete.	36.60	Cum	4861.835	177943
5	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth & string courses, fillets, columns, pillars, piers, abutments, posts & struts etc up to floor five level excluding the cost of centring, shuttering, 3 graded crushed stone) aggregate 20mm nominal size.	6.00	Cum	9408.135	56449
6.	Centring and shuttering including strutting propping and removal of form work.				
7	a) Foundations	148.20	Sqm	262.3	38873
8	b) Walls	562.40	Sqm	573.85	322733
9	15 mm thick cement plaster in 1:6 mix (1 cement, 6 fine sand).	790.60	Sqm	278.6	220261
10	Providing Reinforcement to RCC works Including bending, binding cutting straitening and placing in position complete.	570	Kg	87.175	49690
11	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give even shade two or more costs on new work including priming coat of approved brand and manufacturer.	315	Sqm	179.8	56637
12	Providing and laying in position specified grade of cement concrete in 1:3:6 nominal mix.	57	Cum	5938.922	338519
13	Structural steel works in built up sections.	5886	Kg	91.025	535773
14	Providing and fixing of chain link fencing.	450	Sqm	733.5	330075
15	Steel work welded in built up sections/frames work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladders, railings, brackets, gates & similar works.	255	Kg	146.63	37391

16	Providing and laying in position specified grade of cement concrete in 1:2:4 nominal mix.	94.38	Cum	6465.95	610185
17	Providing & Fixing 12MM THICK M.S Flanges to old Salvaged pipes including cost of nuts, bolts, washers etc complete.	417	Pair	1520	633840
18	a) 100 mm M.S Flanges	417	Pair	1100	458700
19	b) 80 mm M.S Flanges	133	Pair	1000	133000
20	c) 65 mm M.S Flanges				
21	Laying & Fitting of G.I Pipes .				
22	a) 65 mm G.I Pipe	1200	Mtr	73.05	87660
23	b) 50 mm G.I Pipe	2500	Mtr	40.8	102000
24	c) 40 mm G.I Pipe	2000	Mtr	40.8	81600
25	d) 25 mm G.I Pipe	4000	Mtr	30.65	122600
26	e) 20 mm G.I Pipe	5000	Mtr	20.25	101250
27	f) 15 mm G.I Pipe	1500	Mtr	20.25	30375
28	Making Connections of G.I branch with G.I main including providing & Fixing Tees etc Complete.				
29	a) Above 40 mm	20	No	1268.75	25375
30	b) Below 40 mm	30	No	666.25	19988
31	Back-filling of available excavated soil into the trench excluding rock	3476.25	Cum	198.7	690731
32	Providing & Fixing Regulation valves as per site requirement of approved make excluding P/F or Tail pieces etc complete	3	No	13164	39492
33	a) 100 mm Dia Sluice Valve	3	No	10815	32445
34	b) 80 mm Dia Sluice Valve				
35	Structural Steel work for Providing/Fabricating & Providing M.S Bends, Tees as per site requirement to be fabricated at site including hire charges of DG set, Welding Machine etc complete.	150	Kg	114.68	17202
36	Carriage of material from source to dumping site at road by mechanical transport.	62.165	M.T	357.64	22233
37	a) Cement/ Steel (20 Km)	97.81	Cum	551.79	53971
38	b) Sand (35 Km)	141.64	Cum	451.97	64017
39	c) 20 mm Aggregate (25 km)	32.94	Cum	491.29	16183
40	d) 40 mm Aggregate (25 Km)	54.9	Cum	242.67	13323
41	e) Stone Soiling (5 Km average)	2500	Mtr	9.88	24700
42	f) 100 mm G.I Pipe (25 Km)	62.02	M.T	401.80	24920
43	g) 80 to 15 mm G.I Pipe(25 Km)				
44	Extra Carriage of Pipes from nearest dumping site to actual site of work by manual labour for	36.95	M.T	282.10	10424
45	a) Cement (average 500 mtr)	6.46	M.T	605.96	3915
46	b) Steel (Average 500 Mtr)	149.88	Cum	621.21	93107
47	c) Sand & 20mm (Average 500 Mtr lead)	27	Cum	730.80	19732
48	d) Soiling stone (Average 500 Mtr)	2500	Mtr	9.61	24025
49	e) 100 mm G.I Pipe (500 Mtr)	62.02	M.T	355.70	22061
50	f) 80 to 15 mm G.I Pipe (500 Mtr)	16.2	Cum	671.55	10879
51	g) 40 mm Aggregate (500 Mtr)				
	Total			716000	7573000

Deduct @ 9.53 % for all items rates quoted by the bidder

Allotted cost after the deduction

Say Rs: 68.51 Lacs

Rates & Qty Checked

Head Draftsman

Technical Officer

Terms & Conditions

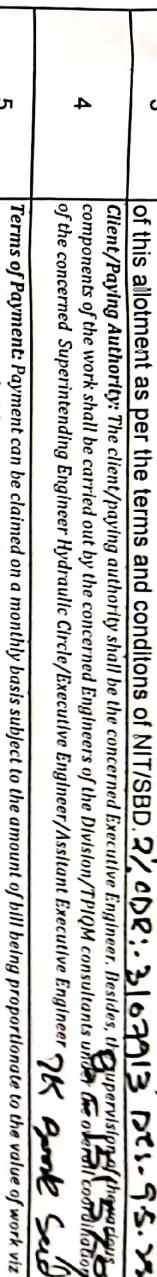
The cost of work should in no case exceed beyond Rs. 68.51 Lacs Sixty eight Lac fifty one thousand only

1

Jai Shakti Engineers
Executive Engineer
Division Bhuban



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2	The work shall have to be completed within a period of 45 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.
3	The earnest money shall be deposited in the shape of CDR/FDR/BG within seven days after issuance of this allotment as per the terms and conditions of NIT/BSBD, 2/CDR: 310713/PC-95. 
4	Client/Paying Authority: The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the execution 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/Assistant Executive Engineer TK Park Sardarpur
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. 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 or 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 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.
16	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.
17	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.

18	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.
19	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.
20	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.
21	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.
22	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.
23	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.
24	Tender quantities: 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.
25	Third Party Monitoring: The allotted works shall be subject to check by the third party monitoring agency (TPQM) 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 TPQM'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 Contractor during the Contract Period.
26	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.

Copy to the :-

- 1 Chief Engineer Kmr PHE Department Stringer 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 Anantnag 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.

5 Technical Officer Divisional Office for information


Engr. Suresh Kumar
JSD PHE Division Bijbehara



OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

P-110
Date: 11-05-2022
M/s. JGM
22-22

Ref ID: ST-LIQUIDPHE/29/2021-22

Reference: 2022 PHE 125776 27

Actual Adv Cost Rs: 29.74 Lacs

Estimated Adv. Cost Rs: 29.74 Lacs

No of PHE: 125776-05

Dated: 11-05-2022

GST. No:- 01AWQPPS20511Z

M/s. Cowher Ahmed Bhat

SIO Ghulam Mohammad Bhat

RO Yeri

Regd. No: ST-LIQUIDPHE/29/2021-22

Contractor Name: Srinagar Circle Anantnag's Authorization Letter No:SE/Hyd/4590 Dated: 03.08.2022

05. Superintendent Engineer Hyd.Circle Anantnag's Authorization Letter No:SE/Hyd/4590 Dated: 03.08.2022

06. Chief Engineer Km/PHE Department Srinagar's letter No:CE/PHE/MC/DB/13745-83 Dated:26.07.2022

Construction and Successful Commissioning of 0.25 Lac AND 0.15 Lac Gallons Service Reservoirs with Two No Stucco Chambers WSS

Subject:- Shelfipora Under [al] Jeewan Mission Part 2nd

1. In response to this office Fresh: e-NIT No. 23 OF 2022-23 NO/PHE/3025-45 Dated: 11-06-2022

02. Read with date Extension No: PHB/2080-2100 Dated: 23.05.2022

03. Read with date Extension No: PHB/2440-60 Dated: 28.05.2022

04.DDCM / District Development Commissioner Anantnag's Authorization No:DDCA/JM/2022-23/3559-60 Dated: 30.07.2022 & No:DDCA/JM/9413 Dated: 04.11.22

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All works above Plinth level upto floor /V/vel

Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing & reinforcement in 1:1.5:3 (cement, 1.5 Course sand, 3 graded crushed stone) aggregate 20mm nominal size.

Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plumb & string courses, pilars, columns, piers, abutments, posts & struts etc up to floor /five level excluding the cost of centring, shuttering, finishing & reinforcement in 1:1.5:3 (cement, 1.5 Course sand, 3 graded crushed stone) aggregate 20mm nominal size.

Reinforced cement concrete work in arches / ribs / domes / vaults shells / folded plate and roofs having slope more than 15° up to floor /five level excluding the cost of centring, shuttering, finishing & reinforcement in 1:1.5:3 (cement, 1.5 course sand, 3 graded crushed stone) aggregate 20mm nominal size.

Reinforced cement concrete work in beams, suspended floors, roofs, having slope up to 15degree, landing, batconies shelves, chajhas, linters, bands, plan window sills, sash cases and spiral stair cases up to floor / five level excluding the cost of centring, shuttering, finishing & reinforcement in 1:1.5:3 mix (1 cement, 1.5 course sand, 3 graded crushed stone) aggregate 20mm nominal size.

14. Centring and shuttering including structuring propping and removal of form work.

a) Foundations

b) Walls

c) Beams, Lintels etc

d) Suspended Floors, Roofs, Landings etc

e) Arches, Domes etc upto span 6mtr

f) Edges of Slabs & breaks in floor walls

20. Extra for Shuttering in Circular Works

21. Foundations

22. Walls

i) Walls

ii) Beams

iv) Extra for Domes Exceeding 6mtr Span

25. 12 mm thick cement plaster [1:3 mix with floating coat of neat cement (1 cement, 3 fine sand).

26. 12mm thick cement plaster [1:4 mix (1 cement, 4 fine sand).

27. Providing reinforcement to RCC works including bending, binding, cutting, straitening and placing in position complete.

extra for providing and mixing water proofing material in cement conc work in doses by weight of cement as per manufacturing specifications

Structural steel works welded in built up sections, trusses and framed works including cutting, hotting fixing in position and applying a priming coat of approved metal primer complete.

31. Backfilling of available excavated soil into the trench excluding rock.

32. Carriage of material from source to dumping site at road by mechanical transport.

a) Cement/ Steel (15Km)

b) Sand (35Km)

c) 20 mm Aggregate (35 Km)

d) 40 mm Aggregate (35Km)

35. Extra Carriage of Pipes from nearest dumping site to actual site of work by manual labour for

a) cement for average lead of 500 Mtr

b) Steel for average lead of 500 Mtr

c) Sand & 20mm agg for average 500 Mtr

41. £ 40 mm Aggregate for average 500 Mtr

The cost of work should in no case exceed beyond Rs 29.74 Lacs Twenty nine lac seventy four thousand only as per the approved Accord of Administrative Approval.

The work shall have to be completed within a period of 60 working days from the date of issuance of this document under failing which penalty upto 10% of the total value of contract shall be imposed upon you.

Rates & Qty Checked

Head Draffman

Technical Officer

Executive Engineer

Shahid PHE Division Bijbehara

Say Rs: 29.74 Lacs

Tentative Advertized Cost

Add @10% of all items

Total Amount

Amount should no case beyond the approved Administrative Approval i.e Rs 29.74 Lacs

Say Rs: 29.74 Lacs

No of PHE: 125776-05

Dated: 11-05-2022

GST. No:- 01AWQPPS20511Z

M/s. Cowher Ahmed Bhat

SIO Ghulam Mohammad Bhat

RO Yeri

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All works above Plinth level upto floor /V/vel

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All works above Plinth level upto floor /V/vel

Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing & reinforcement in 1:1.5:3 (cement, 1.5 Course sand, 3 graded crushed stone) aggregate 20mm nominal size.

Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plumb & string courses, pilars, columns, piers, abutments, posts & struts etc up to floor /five level excluding the cost of centring, shuttering, finishing & reinforcement in 1:1.5:3 (cement, 1.5 Course sand, 3 graded crushed stone) aggregate 20mm nominal size.

Reinforced cement concrete work in arches / ribs / domes / vaults shells / folded plate and roofs having slope more than 15° up to floor /five level excluding the cost of centring, shuttering, finishing & reinforcement in 1:1.5:3 (cement, 1.5 course sand, 3 graded crushed stone) aggregate 20mm nominal size.

14. Centring and shuttering including structuring propping and removal of form work.

a) Foundations

b) Walls

c) Beams, Lintels etc

d) Suspended Floors, Roofs, Landings etc

e) Arches, Domes etc upto span 6mtr

f) Edges of Slabs & breaks in floor walls

20. Extra for Shuttering in Circular Works

21. Foundations

22. Walls

i) Walls

iv) Extra for Domes Exceeding 6mtr Span

25. 12 mm thick cement plaster [1:3 mix with floating coat of neat cement (1 cement, 3 fine sand).

26. 12mm thick cement plaster [1:4 mix (1 cement, 4 fine sand).

27. Providing reinforcement to RCC works including bending, binding, cutting, straitening and placing in position complete.

extra for providing and mixing water proofing material in cement conc work in doses by weight of cement as per manufacturing specifications

Structural steel works welded in built up sections, trusses and framed works including cutting, hotting fixing in position and applying a priming coat of approved metal primer complete.

31. Backfilling of available excavated soil into the trench excluding rock.

32. Carriage of material from source to dumping site at road by mechanical transport.

a) Cement/ Steel (15Km)

b) Sand (35Km)

c) 20 mm Aggregate (35 Km)

d) 40 mm Aggregate (35Km)

35. Extra Carriage of Pipes from nearest dumping site to actual site of work by manual labour for

a) cement for average lead of 500 Mtr

b) Steel for average lead of 500 Mtr

c) Sand & 20mm agg for average 500 Mtr

41. £ 40 mm Aggregate for average 500 Mtr

The cost of work should in no case exceed beyond Rs 29.74 Lacs Twenty nine lac seventy four thousand only as per the approved Accord of Administrative Approval.

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31/14735

**Agreement No. 84670, Additional
Estimate money deposited by you vide C.R.N. DT 21-6-2022 R.SI. 56426/2, for carrying out the work mentioned in the
Division/T.P.H.E. consultants under the overall coordination of the concerned Superintending Engineer/Hydraulic Circle/Executive Engineer**

2022 R.S: /- 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

Warranty: The firm shall be bound for satisfactory performance of works for 10 months after the successful commissioning of subject work during warranty period of 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 and shall be removed the defect, the Department may get the defect removed/repaired by any other agency and cost thereof shall be recovered from the firm / joint venture.

Requirement for further punitive action as governed under the relevant frame of the contract including Non-delivery:

Terms of Payment: Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work via a completion period within a variation of -5%.

Waiver: The firm shall be bound for satisfactory performance of works for 10 months after the successful commissioning of subject work during warranty period of 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 and shall be removed the defect, the Department may get the defect removed/repaired by any other agency and cost thereof shall be recovered from the firm / joint venture.

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.

Defects Liability Period (D.L.P.): 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 & remove all his own expense any defect in works which is noticed during the D.L.P. In case any defect remains undetected by the firm or the completion of P.W.D. the department may extend the D.L.P. for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 months.

Liquidated damages (LD): In the event of supplier failing declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the supplier or in the event of any default or failure by the supplier 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 in force in the U.T:

9 a) terminate the contract after 15 days notice
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.

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 or commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fire, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war or state of insurrection.

Specifications of Job: Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable I.C.I codes/

Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable I.C.I codes/

Bidder Drawing, Becoming Incompetent Or Imprisoned: Bidder Drawing, Becoming Incompetent Or Imprisoned if 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.

Safety of Govt. Infrastructure: The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc. while 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 aforesee.

Affiliate'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.

Work under Bidder's Charge: 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 or 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.

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.

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.

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 provided by the department in view of the site of work.

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.

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.

Cleaning Up: On completion of the work 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 workmanlike condition, to the satisfaction of the Department.

Power and Water Supply: The bidder/firm shall make its 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 A.M. 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 no outstanding certificate from the concerned Electricity Division.

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 concerned authority within seven days from the date of issue of letter of award. Failure to execute such an agreement in time shall at 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.

Tender Quantities: The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site.

Period of Execution: The successful bidder shall have no claim for extension on this account and the duration of the documents shall be final and

Third Party Monitoring: The allocated works shall be subject to check by the third party monitoring agency (T.P.O.M) 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 T.P.O.M'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.

All other terms and conditions as laid down in form No.5 of P.W.D. shall remain in force and binding on successful bidder.

Copy to the :-

1. **Chief Engineer Kar PHE Department Synderger for favour of information please.**

2. **District New Commissioner, Bhatnagar for favour of information, please**
3. **Supervising Engineer Hyd. Circle, Bhatnagar for favour of information**
4. **Assistant Executive Engineer PHE Sub-Division, Kolkatta 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 allocation in any case which he shall be personally responsible.**
5. **Technical Officer Divisional Office for Information**

6. **Copy to the :-**
1. **Chief Engineer Kar PHE Department Synderger for favour of information please.**
2. **District New Commissioner, Bhatnagar for favour of information, please**
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