

P - 14

Pryhan
JJM
22-23

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

M/S TASADUQ HUSSAIN BHAT	No/PHB: 9721-26
S/O Wali Mohd Bhat	Dated: 06-10-2022
R/O Waghama	GST. No:- 01AVUPB4215D1Z6

Regd. No.: 45/BEE/SE-R&B/Ang-Pul 2004-05

Tender ID: 2022_PHE_167940_20

Adv. Cost Rs: 19.59 Lacs Alloted cost Rs: 19.00 Lacs

Subject:-	Retrofitting of WSS Sirhamma Gravity by way of L/f of pipes under JJM
	1.In response to this office e-NIT No. 09 OF 2022-23 Dated: 27-04-2022 Issued under No: PHB/1046-71 Date: 27.04.2022
	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. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3558-60 Dated: 30.07.2022
	05. Superintending Engineer Hyd.Circle Anantnag's Authroization Letter No:SE/Hyd/4590 Dated: 03.08.2022
	5.This office letter of intent No/PHB/6163-70 Dated: 03.08.2022

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

Sl.No	Description of Work / Item(s)	Qty	Units	Estimated Rate	Amount
1	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing	1406.00	cum	436.00	613016
2	P/Laying of stone soiling dry hand packed incl all carriages	6.98	cum	1320	9213.6
3	Providing & laying in position cement concrete in 1:4:8 mix of specified grade excluding the cost of centering & shuttering all work upto plinth level. 40mm nominal size	6.98	cum	4861.00	33929.78
4	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)	1.78	Cum	9849.00	17531.22
5	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)	9.89	Cum	7800.00	77142
6	RCC work in walls (any thickness) incl attached pilasters buttresses plinth and string courses fillets columns pillars piers abutments posts and struts etc upto floor v level excl cost of centering, shuttering finishing and reinforcement 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	17.66	Cum	9408.00	166145.28



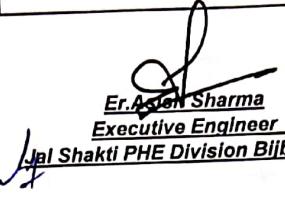
7	Reinforced cement concrete work in arches, arch ribs, domes, vaults shells, folded plate and roofs having slope more than 15° upto floor five level level including curling but excluding the cost of centering, shuttering finishing and reinforcement with: 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	3.27	cum	10404.00	34021.08
8	Centering and shuttering including strutting, propping etc. and removal of form for:				
8.1	Foundations, footings, bases of columns etc. for mass concrete.	5.57	SQM	262.30	1461.011
8.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	141.29	SQM	573.85	81079.2665
8.3	Lintel, beams, plinth beams, girders, bressumers and cantilevers.	12.89	SQM	502.85	6481.7365
8.4	Arches, domes, vaults upto 6 m span	32.78	SQM	2086.80	68405.304
9	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.	2608.00	kg	87.00	226896
10	Providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification. (1 kg of water proofing material in 50 kg of cement)	220.00	KG	57.90	12738
11	12mm Cement plaster of mix: 1 : 4 (1 cement : 4 fine sand)	206.40	SQM	260.05	53674.32
12	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	100.00	Kg	102.00	10200
13	L/F of GI pipes excl. cost of pipes & earth work with GI fittings .				
13.1	15 mm dia. GI	500.00	Mtr	20.25	10125
13.2	20 mm dia. GI	500.00	Mtr	20.25	10125
13.3	25 mm dia. GI	500.00	Mtr	30.65	15325
13.4	40 mm dia. GI	500.00	Mtr	40.80	20400
13.5	50 mm dia. GI	500.00	Mtr	40.80	20400
14	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)	320.00	Qty	245.55	78576
15	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.	1218.00	Cum	198.70	242016.6
16	Providing push-on-joints to Centrifugally (Spun) Cast Iron Pipes or Ductile Iron Pipes including testing of joints and including the cost of rubber gasket. 100 mm dia pipes	364.00	each	89.70	32650.8
17	Carriage of material from Different sources to nearest dumping site of work incl loading, unloading & stacking by mechanical transport				
17.1	GI / DI pipe below 100mm dia avg 15 Kms	5.89	MT	303.00	1784.67
17.2	Cement/ Steel avg. 15 kms	18.29	MT	303.00	5541.87
17.3	Sand avg 20 kms	21.96	cum	401.00	8805.96
17.4	Bajri avg 30 kms	35.69	Cum	501.00	17880.69
17.5	100mm dia GI pipe 15 Kms	2000.00	Mtr	7.46	14920
18	Extra carriage of materials by manual labour from dumping site to actual site of work avg 500mtrs				
18.1	GI / DI pipe below 100mm dia avg 500 mtrs	5.89	MT	355.00	2090.95

18.2	Cement/ Steel	18.29	MT	355.00	6492.95
18.3	Sand/Bajri	57.65	cum	621.00	35800.65
18.4	Stone soling	6.98	cum	730.00	5095.4
18.5	100mm dia GI pipe 500 mtrs	2000.00	Mtrs	9.61	19220
Total					1959000
Deduct @ 3.00% for all Items rates quoted by the bidder					59000
Allotted cost after the deduction					1900000
Say Rs:					19.00 Lacs

Rates & Qty Checked


Head
Draftsman


Technical Officer


Er. Ashok Sharma

Executive Engineer

Jal Shakti PHE Division Bijbehara

Terms & Conditions

1	The cost of work should in no case exceed beyond Rs. 19.00 Lacs (Rupees Nineteen Lac) only
2	The work shall have to be completed within a period of 60 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	Earnest money deposited by you vide C DR NO:3117012 DT: 18-5-2022 RS: ₹ 5500/- successful completion of the work and expiry of defect clause.
4	Client/Paying Authority: <i>The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Assistant Executive Engineer</i>
5	Terms of Payment: <i>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%.</i>
6	Warranty: <i>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.</i>
7	Trial Run: <i>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.</i>
8	Defects Liability Period (DLP): <i>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.</i>
9	Liquidated damages (LD) <i>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:</i> <i>a) Terminate the contract after 15 days notice and/or</i> <i>b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department and/or</i> <i>c) Recover the extra cost, if any, involved in allotting contract to other party and/or</i> <i>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</i> <i>e) Forfeit the performance security and blacklist the firm</i>
10	Force Majeure: <i>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.</i>

	Specifications of job: Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.
12	Bidder Dying, Becoming Insolvent Or Imprisoned: in the event of the death or insanity or insolvency or imprisonment of the bidder or where the bidder being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, in the option of the Engineer-in-charge, be terminated by notice in writing posted at the site of the works, communications/ instructions.
13	Safety of Govt. Infrastructures: The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allottee.
14	Allottee's risk and insurance: All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder.
15	Work under Bidders Charge: From the commencement of the work to the completion thereof the same shall be under the bidders charge. The bidder shall be held responsible for and make good any loss or injuries by fire or other causes / theft and shall hold the Government harmless for any claims for injuries to persons or damage to property happening from any neglect, default, want of proper care and misconduct on the part of the bidder, or any of his employees, during the execution of work. The bidder shall be responsible for the compensation if any, to labour under the existing labour laws of the country.
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.

	<p>Tender quantities: <i>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.</i></p>
25	<p>Third Party Monitoring: <i>The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.</i></p>
26	<p><i>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.</i></p>

Copy to the :-

- 1 Chief Engineer Kmr PHE Department Srinagar 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 Bijbehara for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.
- 6 Technical Officer Divisional Office for information
- 7 File Concerned



Executive Engineer
JSD PHE Division Bijbehara

P-8 Bijbehara 22-23

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

M/S Bashir Ahmad Buland	No/PHB: 10114-19
S/O Gh Mohammad Buland	Dated: 15-10-2022
R/O Zirpora Bijbehara	GST. No:- 01BHNPB0783Q1Z5

Regd: SE/Hyd/Sgr/BEE/03/Civil/2017-18

Tender ID: 2022_PHE_183451_8

Adv. Cost Rs: 22.61 Lacs Alloted cost Rs: 22.588 Lacs

Subject:-	Retrofitting of WSS Sirhama lift by way of Constt. of chowkidar quarter, chain link fencing and L/F pipes under JJM
Reference	1 Your tender received in response to this office Fresh enit No: 35 of 2022-23 dated: 10.08.2022. issued under No: PHB/7064-85 Date: 10.08.2022 02. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3558-60 Dated: 30.07.2022 03. Superintending Engineer Hyd.Circle Anantnag's Authrozation Letter No:SE/Hyd/4590 Dated: 03.08.2022 04. This office Letter of intent No/PHB/8613-20 Dated: 13.09.2022

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

Sl.No	Description of Work / Item(s)	Qty	Units	Estimated Rate	Amount
1	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 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: in all kinds of soil	1150.00	cum	436.00	501400
2	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:				
2.1	in all kinds of soil	21.38	cum	252.05	5388.829
2.2	Ordinary rock	5.34	cum	470	2509.8
2.3	P/Laying of stone soiling dry hand packed incl all carriages	13.16	cum	1320	17371.2
3	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)	64.45	cum	6465.00	416669.25
4	Providing and laying damp-proof Course 50 mm thick with cement concrete 1:2:4 (1 cement:2 coarse sand: 4 graded stone aggregate 20 mm nominal size) and curing complete	58.87	cum	372.85	21949.6795
5	Brick work with common burnt clay (non-modular) bricks of class designation 7.5 in foundation and plinth including curing in: Cement mortar 1:6 (1 cement : 6 coarse sand)	12.03	cum	6802	81828.06
6	Extra for brick work with common burnt clay bricks/cement concrete bricks in superstructure above plinth level upto floor five level	12.03	cum	1323.65	15923.5095
7	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): First class kail wood	0.54	cum	106894.15	57722.841



8	Providing and fixing panelled or panelled and glazed shutters for doors, 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	13.53	SQM	3093.80	41859.114
9	Providing and fixing wire gauze shutters using galvanized M.S. wire gauze of average width for aperture 1.4 mm in both directions with wire of dia. 0.63 mm for doors, windows and clerestory windows with ISI marked M.S. pressed butt hinges bright finished of required size with necessary screws as per direction of Engineer-in-charge : First class kail wood	13.53	SQM	3651.65	49406.8245
10	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)	5.19	Cum	9849.00	51116.31
11	Centering & shuttering, including strutting, propping & removal of form work for				
12	Foundations, footings, bases of columns etc. for mass concrete.	114.60	SQM	262.30	30059.58
13	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	8.74	SQM	573.85	5015.449
14	Suspended floors, roofs, landings, balconies and access platforms.	39.62	SQM	635.60	25182.472
15	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level Cold twisted bars	626.00	Kg	87.00	54462
16	15mm Cement plaster on the rough side of single or half brick wall of mix: 1 : 4 (1 cement : 4 fine sand)	105.76	SQM	300.45	31775.592
17	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	27.32	SQM	505.00	13796.6
18	P/F of glass panes 4mm thick with wooden fillets	2.00	SQM	650.00	1300
19	12mm Cement plaster of mix: 1 : 4 (1 cement : 4 fine sand)	166.31	SQM	260.05	43248.9155
20	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	1733.00	Kg	91.00	157703
21	Applying priming coat With ready mixed red oxide Zinc Chromate primer of approved brand and manufacture on steel galvanized iron/steel works	192.92	SQM	52.75	10176.53
22	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on new work	192.92	SQM	121.95	23526.594
23	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	173.81	SQM	806.00	140090.86
24	L/F of GI pipes excl. cost of pipes & earth work with GI fittings .				
24.1	15 mm dia. GI	500.00	Mtr	20.25	10125
24.2	20 mm dia. GI	500.00	Mtr	20.25	10125
24.3	25 mm dia. GI	500.00	Mtr	30.65	15325

24.4	40 mm dia. GI	500.00	Mtr	40.80	20400
24.5	50 mm dia. GI	500.00	Mtr	40.80	20400
25	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)	280.00	Qtls	245.55	68754
26	Providing push on joints to centrifugally (Spun) cast iron pipes or ductile iron pipe incl. testing of joints & incl. the cost of rubber gasket. 80 mm dia (RTQ)	364.00	Joint	72.00	26208
27	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.	1025.00	Cum	198.70	203667.5
28	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing Tee, including cutting and threading the pipe etc. complete				
28.1	25 to 40 mm nominal bore	20.00	No	666.25	13325
28.2	50 to 80 mm nominal bore	10.00	No	1268.75	12687.5
29	Carriage of material from Different sources to nearest dumping site of work incl loading, unloading & stacking by mechanical transport				
29.1	Below 100mm dia GI 20 Kms	19.51	MT	357	6965.07
29.2	Cement/ Steel avg. 15kms	35.42	MT	303	10732.26
29.3	Sand/Bajri avg 20kms	104.34	cum	287.32	29978.9688
29.4	Stone soling avg 10kms	13.49	cum	330	4451.7
29.5	Bricks avg 30kms	6015.00	No	1.33	7999.95
Total Cost				2261000	
Deduct @ 0.10% for all items rates quoted by the bidder				2200	
Total Amount after the deduction @Rs 2200/-				2258800	
Say Rs:				22.588 Lacs	

Rates & Qty Checked

Head
Draftsman

Technical Officer

Er Ashish Sharma
Executive Engineer
Ja Shakti PHE Division Bijbehara

Terms & Conditions

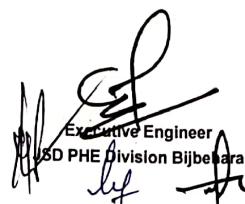
1	The cost of work should in no case exceed beyond Rs. 22.588 Lacs (Rupees Twenty two Lac fifty eight thousand eight hundred only)
2	The work shall have to be completed within a period of 60 working days from the date of issuance of this allotment order failing which penalty upto 10% of the total value of contract shall be imposed upon you.
3	Earnest money deposited by you vide BG NO: 00141PB42207085 DT: 10.09.2022 RS:67900/- successful completion of the work and expiry of defect clause.
4	Client/Paying Authority: The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Assistant Executive Engineer
5	Terms of Payment: Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work viz a viz completion period within a variation of -5%.
6	Warranty: The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm /joint venture shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm/joint venture to remove the defect, the Department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.
7	Trial Run: After testing and commissioning of work, the bidder will have to make a trial run of the work for a period of 03 months during which the bidder will have to operate and maintain the executed work to the full satisfaction of the Department.

	<p>Defects Liability Period (DLP): <i>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.</i></p>
9	<p>Liquidated damages (LD) <i>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:</i></p> <ul style="list-style-type: none"> a) Terminate the contract after 15 days notice and/or b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department and/or c) Recover the extra cost, if any, involved in allotting contract to other party. and/or d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract. and/or e) Forfeit the performance security and blacklist the firm.
10	<p>Force Majeure: <i>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.</i></p>
11	<p>Specifications of job: <i>Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.</i></p>
12	<p>Bidder Dying, Becoming Insolvent Or Imprisoned: <i>in the event of the death or insanity or insolvency or imprisonment of the bidder or where the bidder being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, in the option of the Engineer-in-charge, be terminated by notice in writing posted at the site of the works. communications/ instructions.</i></p>
13	<p>Safety of Govt. Infrastructures: <i>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.</i></p>
14	<p>Allottee's risk and insurance: <i>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.</i></p>
15	<p>Work under Bidders Charge: <i>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.</i></p>
16	<p>Setting Out of Works: <i>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.</i></p>
17	<p>Labour: <i>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.</i></p>
18	<p>Storage at Site: <i>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.</i></p>

9	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: <u>The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site as per the design and other considerations. The successful bidder shall have no claim/ reservation on this account and the decision of the department shall be final and binding.</u>
25	Third Party Monitoring: The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.
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 Srinagar for favour of information please.
- 2 District Dev.Commissioner Anantnag for favour of information please
- 3 Superintending Engineer Hyd. Circle Anantnag for favour of information
- 4 Assistant Executive Engineer PHE Sub -Division Bijbehara for information & necessary action.
He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.
- 6 Technical Officer Divisional Office for information
- 7 File Concerned



Executive Engineer
J&K PWD PHE Division Bijbehara