

P - 114

## OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

<b>MS Mohamad Hanife Khan</b>	<b>No/PHB:</b> 13/10-14
<b>S/O Ab Khaliq Khan</b>	<b>Dated:</b> 08-12-22
<b>R/o K.P Road Anantnag</b>	<b>GST. No.:- 01N0WPK3793E2ZP</b>
<b>Reg: 77/RAVSE/Hyd/Ang/2004-05</b>	

Tender ID: **2022\_PHE\_173796\_1**

**Adv. Cost Rs: 71.00 Lacs**

**Alloted Cost Rs: 67.41 Lacs**

**Subject:-**

Construction of Chemical Shed, Sluice Chamber, Chain Link Fencing and  
Laying/Fitting of Pipes for WSS Gopalpora Khurd part 2nd Under Jaljeevan Mission

**Reference**

1. Your tender received in response to this office Epesh: e-NIT No. 24 OF 2022-23 NO/PHE/3046-66 Dated: 11-06-2022
02. Read with Corrigendum No: NO/PHB/3630-45 Dated: 23.06.2022
03. Read with Corrigendum No/PHB/4323-43 Dated: 05.07.2022
04. Read with date Extension NO/PHB/4471-95 Dated: 12.07.2022
05. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3858-60 Dated: 30.07.2022
06. Superintending Engineer Hyd.Circle Anantnag's Authorization Letter No:SE/Hyd/4590 Dated: 03.08.2022
07. This office letter of intent No/PHB/6171-78 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	Rate quoted by the Bidder	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 limit from cutting edge.				
1.1	a) All Kinds of Soil	3308.11	Cum	436.00	1442336
1.2	b) Ordinary Soft Rock	783.90	Cum	841.60	659730
2	Extra for every additional lift of 1.5m or part thereof.	24.00	Cum	81.65	1960
3	Providing and laying of dry stone soling tightly hand packed on horizontal levels of size 50 mm thick in layers including all carriages	51.42	Cum	1320.00	67874
4	Providing and laying of 1:4:8 nominal mix cement concrete.	26.87	Cum	4861.84	130638
5	Providing and laying in position specified grade of cement concrete in 1:2.4 nominal mix.	84.94	Cum	6434.01	546505
6	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing & Reinforcement all work up to plinth level (1:1.5:3) 1 cement, 1.5 course sand, 3 graded crushed stone aggregate 20 mm nominal size)	2.05	Cum	7800.76	15992
7	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, finishing & reinforcement 1:1.5:3 (1 cement, 1.5 Course sand, 3 graded crushed stone) aggregate 20mm nominal size.	16.46	Cum	9408.14	154858
8	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15degree, landings, balconies shelves, chajjas, linterns, bands, plan window sills, stair cases and spiral stair cases up to floor five level excluding the cost of centring, shuttering, finishing and reinforcement in 1:1.5:3 mix ( 1 cement, 1.5 coarse sand, 3 graded stone aggregate ) 20 mm nominal size.	0.47	Cum	9849.35	4629
9	Centring and shuttering including strutting propping and removal of form work				
9.1	a) Foundations				
9.2	b) Walls	137.68	Sqm	262.30	36113
9.3	c) Beams, Lintels etc	352.28	Sqm	573.85	202156
9.4	d) Suspended Floors, Roofs, Landings etc	5.25	Sqm	502.85	2640
9.5	e) Edges of Slabs & breaks in floor walls	42.52	Sqm	635.60	27026
		36.60	R.M	242.30	8868



10	12mm thick cement plaster in 1:4 mix (1 cement, 4 fine sand).	513.37	Sqm	325.45	1670,
11	Providing Reinforcement to RCC works including bending, binding, cutting, straitening and placing in position complete.	1771.39	Kg	87.18	154430
12	Structural steel works welded in buildup sections, trusses and framed works including cutting, hoisting, fixing in position and applying a priming coat of approved metal primer complete.	150.00	Kg	102.13	15120
13	R.R. Masonry with Quarry stone laid in 1:6 CM.	32.76	Cum	4435.25	145299
14	Providing and laying of 50mm thick DPC band over stone work in 1:2:4 nominal mix.	16.80	Sqm	372.85	6264
15	Pointing on stone work with cement mortar in 1:3 mix (Flush type)	17.85	Sqm	270.80	4834
16	Brick work with commonly burnt clay F.P.S bricks of class designation 75 in foundation and plinth in 1:6 CM.	17.82	Cum	7111.31	126724
17	Extra over Brickwork in super structure upto floor level.	17.82	Cum	1522.20	27126
18	Providing and fixing of wooden chowkat in Kail Wood.	0.16	Cum	106894.15	1703
19	Providing and fixing of 35mm thick glazed shutters for doors and windows of Kail wood.	2.90	Sqm	3093.80	8972
20	Providing 50mm thick cement concrete flooring with floating coat of neat cement.	34.88	Sqm	505.00	17614
21	Supply and fixing rolling shutter of approved make made of required size MS lathes interlocked together through their entire length etc. complete with 80x0.90 mm M/S Laths with 0.90mm thick top cover.	5.57	Sqm	3238.20	18037
22	Distempering with 1st quality acrylic distemper of approved brand and manufacture including applying additional coats where ever required to achieve even shade. (Two Coats)	50.57	Sqm	149.05	7537
23	Finishing walls with water proofing cement paint of required shade (external) (Snowsum)	58.43	Sqm	91.80	5364
24	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give even shade two or more coats on new work including priming coat of approved brand and manufacturer.	333.09	Sqm	181.45	60439
25	Structural steel works in built up sections.	5412.29	Kg	91.03	492681
26	Providing and fixing of chain link fencing.	405.00	Sqm	733.50	297068
27	Steel work welded in built up sections/framed 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.	255.00	Kg	133.30	33992
28	Providing & Fixing M.S Flanges to G.I Pipes including cost of nuts, bolts, washers etc complete.	33.33	Pair	1520.00	50662
28.1	a) 100 mm M.S Flanges	166.67	Pair	1100.00	183337
28.2	b) 80 mm M.S Flanges	150.00	Pair	1000.00	150000
28.3	c) 65 mm M.S Flanges	604.20	Qty	245.55	148361
29	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipes)				
30	Providing push-on-joints to centrifugally (Spun) Cast Iron Pipes or Ductile Iron Pipes including testing of joints.	218.00	Joint	144.70	31545
30.1	a) 150 mm D.I Pipe	364.00	Joint	89.70	32651
30.2	b) 100 mm D.I Pipe				
31	Laying & Fitting of G.I Pipes.	200.00	Mtr	73.05	14610
31.1	a) 65 mm G.I Pipe	2000.00	Mtr	40.80	81600
31.2	b) 50 mm G.I Pipe	2000.00	Mtr	40.80	81600
31.3	c) 40 mm G.I Pipe	3000.00	Mtr	30.65	91950
31.4	d) 25 mm G.I Pipe	2300.00	Mtr	20.25	46575
31.5	e) 20 mm G.I Pipe	2200.00	Mtr	20.25	44550
31.6	Ø 15 mm G.I Pipe				
32	Making Connections of G.I branch with G.I main including providing & Fixing Tees etc Complete.	20.00	No	1268.75	25375
32.1	a) Above 40 mm	80.00	No	666.25	53300
32.2	b) Below 40 mm				
33	Back-filling of available excavated soil into the trench excluding rock.	3527.55	Cum	198.70	700924

34	Providing & Fixing D.I Sluice Valves Class 1 (with Cap) complete with rubber insertions, nuts, bolts, extension rods, toe plate etc excluding cost of tail pieces					
34.1	a) 150 mm Dia Sluice Valve	3.00	No	26720.00	80160	
34.2	b) 100 mm Dia Sluice Valve	3.00	No	17210.00	51630	
35	Providing/Fabricating & Providing M.S Beads, Tees as per site requirement to be fabricated at site including hire charges of DG set, Welding Machine etc complete.	800.00	Kg	147.82	118256	
36	Carriage of material from source to dumping site at road by mechanical transport.					
36.1	a) Cement/ Steel (15 Km)	57.40	M.T	303.65	17410	
36.2	b) Sand (40 Km)	85.92	Cum	601.01	51639	
36.3	c) 20 mm Aggregate (25 Km)	101.23	Cum	451.97	45753	
36.4	d) 40 mm Aggregate (25 Km)	25.57	Cum	491.29	12562	
36.60	e) Quarry Stone(10 Km average)	32.76	Cum	330.42	10825	
36.7	f) 150 mm D.I Pipe (20 Km)	1200.00	Mtr	14.65	17580	
36.8	g) 100 mm D.I Pipe (20 Km)	2000.00	Mtr	8.79	17580	
36.9	h) 80 to 15 mm G.I Pipe(20 Km)	39.43	M.T	357.64	14102	
37	i) Bricks (Average 10 Km)	8462.01	No	0.75	6347	
38	Extra Carriage of Pipes from nearest dumping site to actual site of work by manual labour for					
38.1	a) 150 mm D.I Pipe (500 m)	1200.00	Mtr	13.54	16248	
38.2	b) 100 mm D.I Pipe (500 m)	2000.00	Mtr	9.60	19200	
38.3	c) 80 to 15 mm G.I Pipe(500 M)	39.43	M.T	355.70	14025	
	<b>Total</b>				7137000	
	Deduct @ 5.50 % of all items				396000	
	Allotted Amount after the deductions		Say Rs		6741000	
					67.41 Lacs	

Rates & Qty Checked

Head  
Draftsman

Technical Officer

Executive Engineer  
Shakti PHE Division Bijbehara

### Terms & Conditions

- The cost of work should in no case exceed beyond Rs. 67.41 Lacs (Rupees Sixty seven lac forty one thousand only)
- The work shall have to be completed within a period of 60 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.
- Barn ~~St~~ Money deposited by you vide C.R.P. No: 154556 DT:13.06.2022 RS: 142000 - and No 154601 Dated 17.08.2022 Rs: 71000/- successful completion of the work and expiry of defect clause.
- Client/Paying Authority:**  
The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Assistant Executive Engineer
- 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%.
- 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.
- 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 (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.

**Liquidated damages (LD)**

In the event of allottee failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the allottee or in the event of any default or failure by the allottee in complying with any of the terms and conditions of the contract, the Department shall with or without prejudice to any other remedies available to it under any law for the time being enforce in the UT;

a) Terminate the contract after 15 days notice  
and/or

b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department  
and/or

c) Recover the extra cost, if any, involved in allotting contract to other party.

and/or

d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract.

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 where the bidder being a partnership or firm becomes dissolved or being corporaton 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.

**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 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.

**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/Hydraulic testing/ water tightness Test/ Curing, labour colony, Site Office etc.

**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.

**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.**

**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 Contract during the Contract Period.

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 Anantnag for information & necessary action.  
He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals/approved DPR Abstract, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.

**Technical Officer Divisional Office for information**

**File Concerned**



Executive Engineer  
J&K PHE Division Batalpore



(W)



*Received P-153*

*Anantnag JFM, 22-23*

## OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

S/O MOHAMMAD ASHRAF WAGAY

R/O Khaji Mir Ali Anantnag

Regd No: SE(R&B) SB-D 468 of 2015-16

Tender ID: 2022\_PHE\_173889\_16

**Adv Cost Rs: 4.48 Lacs**

**Allocated cost Rs: 4.346 Lacs**

**Subject:-**

Retrofitting of WSS Gopalpora Kalan by way of L/I of pipes under JJM

1. Your tender received in response to this office Fresh: e-NIT No. 25 OF 2022-23 NO/PHE/ 3100-20 Dated: 13-06-2022

02. Read with Corrigendum No: /PHB/3776-96 Dated: 28.06.2022

03. Read with Corrigendum NO/PHB/4323-43 Dated: 05.07.2022

04. Read with date Extension NO/PHB/4471-95 Dated: 12.07.2022

05. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3858-60 Dated: 30.07.2022

06. Superintending Engineer Hyd.Circle Anantnag's Authorization Letter No:SLI\_Hyd/4590 Dated: 03.08.2022

07. Letter of intent No/PHB/ 6227-34 Dated:03.08.2022

S.No	Description of Work /Item(s)	Qty	Units	Estimated Rate	Amount
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1	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 min width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed.All kinds of soil	311.56	cum	436.00	135840.16
2	L/F of GI pipes excl. cost of pipes & earth work with GI fittings.				
2.1	40 mm dia nominal bore	225.00	Mtr	40.80	9180
2.2	25 mm dia nominal bore	1000.00	Mtr	30.65	30650
2.3	. 20 mm dia nominal bore	1200.00	Mtr	20.25	24300
2.4	15 mm dia nominal bore	800.00	Mtr	20.25	16200
3	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				
3.1	50 to 80 mm nominal bore	5.00	No	1268.75	6343.75
3.2	25 to 40 mm nominal bore	15.00	No	666.25	9993.75
4	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.	280.40	Cum	198.70	55715.48
5	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 25 to 40mm nominal bore	237.00	No	666.00	157842
6	Carriage of pipes by mechanical Transport avg 25 Kms	5.23	MT	401.00	2097.23
<b>Total Amount Advertized</b>					
Deducted @ 3.010 % of all items					
Allotted cost after the deduction					
<b>Say Rs: 4.346 Lacs</b>					

Rates & Qty Checked

*Head Draftsman*

Technical Officer

*Jai Shanku PHE*

*Division Bijbehara*

**Terms & Conditions**

1 *The cost of work should in no case exceed beyond Rs. 4.34 Lacs Four Lac thirty four thousand only*



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The work shall have to be completed within a period of 20 days from the date of issuance of this allotment order failing which penalty upto 10% of the total value of contract shall be imposed upon you.

Earnest money deposited by you vide C DR NO: 021663 DT: 20 -6-2022 RS: ₹60/- and No: 021748 Dated: 3 - 8-2022 Rs: ₹50/- 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 Superintendent 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.

**8 Defects Liability Period (DLP):**

The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run. The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months.

**9 Liquidated damages (LD)**

In the event of allottee failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the allottee or in the event of any default or failure by the allottee in complying with any of the terms and conditions of the contract, the Department shall with or without prejudice to any other remedies available to it under any law for the time being enforce in the UT:

- a) Terminate the contract after 15 days notice and/or
- b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department and/or
- c) Recover the extra cost, if any, involved in allotting contract to other party.

- and/or
- d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract and/or
  - e) Forfeit the performance security and blacklist the firm.

**10 Force Majeure:**

Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure 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 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 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.



**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.

**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. 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.

**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 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.

**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.

**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.

**Tender quantities:** The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirements 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.

**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.

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 :-**

*District Dev.Commissioner Anantnag for favour of Information please*

*Superintending Engineer Hyd. Circle Anantnag for favour of Information*

*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.*

*Technical Officer Divisional Office for Information*

*File Concerned*



*[Signature]*  
Executive Engineer  
JSD PHE Division Bijbehara