

Government Jammu Kashmir (UT)
Office of the Executive Engineer Jal Shakti Department PHE Division, Shopian.
Email :- xenpheshopian@yahoo.in & xenpheshopain@gmail.com Phone /fax:- 01933- 260248/260284.

Allotment Order No: 5 of 2023 dated: /10/2023

| | | | |
|-----------|---|-------------------|----------------|
| Name: - | Bashir Ahmad Naik S/o Gh Ahmad Naik R/o Zagigam Pulwama | | |
| Regd. No. | 24/AA/SE/Hyd/Spn/2004-05 | | |
| email ID: | | Phone No. | 9858445991 |
| GSTN: | 01ADSPN4899B1ZB | PAN | ADSPN4899B1 |
| | | Advertised Cost : | ₹ 99.55 lacs |
| | | Allotted Cost : | ₹ 101.540 lacs |

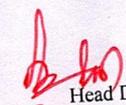
Subject:- Laying & Fitting of Delivery and Distribution Mains consisting of GMS Tubes and Ductile Iron Pipes of different Nominal Bores along with pipe fittings and control valves & Construction of 0.25 lac lac gallons Ground Service Reservoir (GSR) and Execution of ancillary civil works like Construction of intake works, Conversion of existing SSFP into storage/PST and Construction of chain link fencing at Water Supply scheme Wangam Tengpora of Division Shopian of Kashmir Province of UT of J&K, under Jal Jeevan Mission

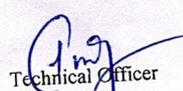
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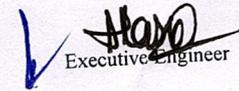
1. This office Fresh E Nit No:- 45/JSDS of 2022-23 Dt:-12.01.2023 (S.No 13).
2. Accord of Administrative Approval Order No:-CE/PHE/DB/123 of 02/2021 Dt:-19.02.2021 issued by Chief Engineer Jal Shakti PHE Department Kashmir vide No.CE/PHE/DB/27145-52 Dt:-19.02.2021.
3. This office L.O.I No:-JSDS/5801-07 Dt:-22.02.2023.
4. Minutes of meeting DJJM Shopian held on 21.02.2023.
5. Technical sanction ORDER No. -CE/PHE/DB/169 of 08/2022 DT:-31.08.2022 issued by Chief Engineer Jal Shakti (PHE) Department Kashmir vide No.CE/PHE/DB/18516-20 DT:31.08.2022.

For & on behalf of Lt. Governor of J&K , contract for above mentioned job is here by fixed with you on your following quoted rates, terms & conditions:-

| Sl.No | Description of Work / Item(s) | Qty | Units | Rate | Amount |
|-------|--|---------|-------|------------|---------------|
| 1 | Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/by mechanical means including stacking of pipes within 50 meters lead as per direction of Engineer-in-charge : (The material shall be returned to Divisional Store under proper R.I.):Above 40 mm nominal bore | 400 | mtr | ₹ 110.65 | ₹ 44,260.00 |
| 2 | Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed:All kinds of soil :1 meter from cutting edge | 1735.8 | cum | ₹ 436.00 | ₹ 7,56,808.80 |
| 3 | Earth work in excavation by mechanical means (hydraulic excavator) in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed, within a lead of 50 metres:All kinds of soil : | 1735.8 | cum | ₹ 252.05 | ₹ 4,37,508.39 |
| 4 | Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)150/100mm dia D.I | 1070.28 | qtl | ₹ 245.55 | ₹ 2,62,807.25 |
| 5 | 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. | 691 | each | ₹ 144.70 | ₹ 99,987.70 |
| 5.1 | 150 mm dia | 91 | each | ₹ 89.70 | ₹ 8,162.70 |
| 5.2 | 100 mm dia | | | | ₹ 0.00 |
| 6 | Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work. | 2000 | mtr | ₹ 73.05 | ₹ 1,46,100.00 |
| 6.1 | 65 mm dia. GI pipe | 2600 | mtr | ₹ 40.80 | ₹ 1,06,080.00 |
| 6.2 | 50 mm dia. GI pipe (100mtr salvaged) | 3500 | mtr | ₹ 40.80 | ₹ 1,42,800.00 |
| 6.3 | 40 mm dia. GI pipe | 3700 | mtr | ₹ 30.65 | ₹ 1,13,405.00 |
| 6.4 | 25 mm. dia. GI pipe | 3700 | mtr | ₹ 20.25 | ₹ 74,925.00 |
| 6.5 | 20 mm dia. GI pipe. | | | | ₹ 0.00 |
| 7 | 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: | 20 | each | ₹ 1,268.75 | ₹ 25,375.00 |
| 7.1 | 50 to 80 mm nominal bore | | | | |


Head Draftsman


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| | 25 to 40 mm nominal bore | 30 ✓ | each | ₹ 666.25 ✓ | ₹ 19,987.50 |
| 8 | Providing & fixing of M.S Flanges 12mm thick including cost , nuts, bolts, washers and all sorts of carriages involved up to the site of work. Complete job.80 mm dia | 60 ✓ | joint | ₹ 1,100.00 ✓ | ₹ 66,000.00 |
| 9 | Providing and fixing C.I. sluice valves (with cap) complete nuts, rubber insertions etc. (the tail pieces if required will be paid separately). | | | | ₹ 0.00 |
| 9.1 | 150mm dia (Class I) | 3 ✓ | each | ₹ 6,508.50 ✓ | ₹ 19,525.50 |
| 9.2 | 100mm dia (Class I) | 4 ✓ | each | ₹ 4,597.85 ✓ | ₹ 18,391.40 |
| 10 | Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions etc. complete (The tail pieces, tapers etc. if required will be paid separately).50 | 7 ✓ | each | ₹ 5,147.15 ✓ | ₹ 36,030.05 |
| 11 | Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end):80mm nominal bore | 7 ✓ | each | ₹ 2,406.65 | ₹ 16,846.55 |
| 12 | Manufacturing/ fabrication and fixing of M.S surface box/ chambers of size (0.60x0.60x0.75m) made out of 6mm thick MS sheet using 40x40x5mm angle iron for frame including cutting, hoisting and fixing in position incl. all locking arrangements, handles hinges etc and applying priming coat of approved steel primer. The job includes providing and laying of cement concrete 1:2:4 on the base of frame to be embedded in, including all sorts of carriages involved for the completion of the job. The job is to be carried out as per the directions of Site-incharge.complete job. | 16 ✓ | No. | ₹ 11,000.00 ✓ | ₹ 1,76,000.00 |
| 13 | Providing of FHTCs to every unconnected household including cost of 15mm to 20mm dia G.I pipe for a length of 6 to 20 mtrs with G.I fittings /specials incl. laying & fitting of pipes ,earth work in excavation and refilling.The job includes providing and fixing of Water Meters. complete job. | 313 ✓ | No. | ₹ 3,850.00 ✓ | ₹ 12,05,050.00 |
| 14 | Supplying,Installation,Commissioning and Testing of Electromagnetic Flow Meters of ISI/ reputed Make (.The item includes fabrication of M.S tail pieces,flanges ,nuts bolts,R.I cloth etc, cutting of existing supply line,welding,wiring from panel board to site of installation complete as per requirement of site incl cost of RCC protective chamber of suitable size incl cost of M.S covers,ladders etc .complete job. | | | | ₹ 0.00 |
| 14.1 | 150 mm dia. | 6 ✓ | No. | ₹ 29,700.00 ✓ | ₹ 1,78,200.00 |
| 14.2 | 100 mm dia. | 6 ✓ | No. | ₹ 25,300.00 ✓ | ₹ 1,51,800.00 |
| 14.3 | 80 mm dia. | 6 ✓ | No. | ₹ 22,000.00 ✓ | ₹ 1,32,000.00 |
| 15 | Earth work in bulk excavation by mechanical means (hydraulic excavator) over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m2 on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge.All kinds of soil : | 142.34 ✓ | cum | ₹ 188.75 ✓ | ₹ 26,866.68 |
| 16 | Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m2 on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge.All kinds of soil : | 35.58 ✓ | cum | ₹ 539.35 ✓ | ₹ 19,190.07 |
| 17 | Providing & laying of stone soling hand packed in trenches.(Nallah) | 100.83 ✓ | cum | ₹ 616.40 ✓ | ₹ 62,151.61 |
| 18 | Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centring and shuttering. All work upto plinth level with:1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size) | 26.22 ✓ | cum | ₹ 4,861.84 ✓ | ₹ 1,27,477.31 |
| 19 | Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centring and shuttering. All work upto plinth level with:1 : 3 : 6 | 16.15 ✓ | cum | ₹ 5,437.74 ✓ | ₹ 87,819.50 |
| 20 | 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) | 46.473 ✓ | cum | ₹ 7,800.76 ✓ | ₹ 3,62,524.72 |

Head Draftsman

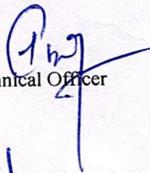
Technical Officer

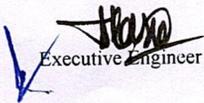
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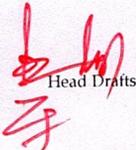
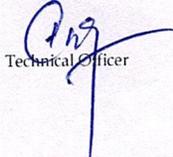
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| 21 | Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts upto floor five level including curing but excluding cost of centering shuttering, finishing and reinforcement:1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size) | ✓ 152.954065 | cum | ✓ ₹ 9,408.14 | ₹ 14,39,012.49 |
| 22 | 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) | ✓ 2.723760831 | cum | ✓ ₹ 9,849.35 | ₹ 26,827.26 |
| 23 | Reinforced cement concrete work in arches, archribs, domes, vaults shells, folded plate and roofs having slope more than 15° upto floor five level level including curing but excluding the cost of centering, shuttering finishing and reinforcement with: 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size) | ✓ 4.469 | cum | ✓ ₹ 10,404.52 | ₹ 46,497.78 |
| 24 | Centering and shuttering including strutting, propping etc. and removal of form for: | | | | ₹ 0.00 |
| 24.1 | Foundations, footings, bases of columns etc. for mass concrete. | ✓ 5.18 | sqm | ✓ ₹ 262.30 | ₹ 1,358.71 |
| 24.2 | Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc | ✓ 888.97 | sqm | ✓ ₹ 573.85 | ₹ 5,10,135.43 |
| 24.3 | Lintels, Beams, Plinth beams, Girders, Bressumers and Centilevers. | ✓ 27.04 | sqm | ✓ ₹ 502.85 | ₹ 13,597.06 |
| 24.4 | Arches, domes, vaults upto 6 m span | ✓ 44.69 | sqm | ✓ ₹ 2,086.80 | ₹ 93,259.09 |
| 25 | Extra for shuttering in circular work (20% of respective centring and shuttering items)Foundation | | | | ₹ 0.00 |
| 25.1 | Foundations, footings, bases of columns etc. for mass concrete. | ✓ 5.18 | sqm | ✓ ₹ 52.46 | ₹ 271.74 |
| 25.2 | Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc | ✓ 145.26 | sqm | ✓ ₹ 114.77 | ₹ 16,671.49 |
| 25.3 | Lintels, Beams, Plinth beams, Girders, Bressumers and Centilevers. | ✓ 18.15 | sqm | ✓ ₹ 100.57 | ₹ 1,825.35 |
| 25.4 | Arches, domes, vaults upto 6 m span | ✓ 44.69 | sqm | ✓ ₹ 1,008.45 | ₹ 45,067.63 |
| 26 | 12mm Cement plaster finished with a floating coat of neat cement of mix: 1:4 (1 Cement : 3 fine sand) | ✓ 120.1973349 | sqm | ✓ ₹ 325.45 | ₹ 39,118.22 |
| 27 | 12mm Cement plaster of mix: 1 : 4 (1 cement : 4 fine sand) | ✓ 523.7980416 | sqm | ✓ ₹ 260.05 | ₹ 1,36,213.68 |
| 28 | 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 | ✓ 20 | sqm | ✓ ₹ 733.50 | ₹ 14,670.00 |
| 29 | Painting with synthetic enamel paint of approved brand and manufacture to give an even shade.Two or more coats on new work | ✓ 532 | sqm | ✓ ₹ 121.95 | ₹ 64,877.40 |


Head Draftsman


Technical Officer

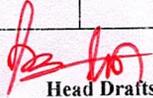

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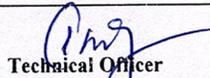
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| 30 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level: Thermo-Mechanically Treated bars of grade Fe-500D or more. | 10314.51739 | kg | ₹ 87.18 | ₹ 8,99,168.05 |
| 31 | 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. | 3546.68563 | kg | ₹ 91.03 | ₹ 3,22,837.06 |
| 32 | 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. | 90.55 | cum | ₹ 198.70 | ₹ 17,992.29 |
| 33 | 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) | 720 | kg | ₹ 57.90 | ₹ 41,688.00 |
| 34 | Providing corrugated G. S. sheet roofing including vertical/curved surface fixed with polymer coated J or L hooks, bolts and nuts 8mm diameter with bitumen and G.I limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (upto any pitch in horizontal/vertical or curved surface)excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.0.50 mm thick with zinc coating not less than 275 gram/m2 | 95.75 | sqm | ₹ 830.25 | ₹ 79,496.44 |
| 35 | De-silting of SSSFP's & PST by way of removing of silt by manual means using Rope and Bucket method. The job includes washing and cleaning of walls, dewatering including all leads and lifts, carriage of silt for its disposal within 50mtrs lead incl. cost of all T&P required for the completion of the job.complete job. | 199.08 | cum | ₹ 495.00 | ₹ 98,544.60 |
| 36 | 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. | 3124.359 | cum | ₹ 198.70 | ₹ 6,20,810.13 |
| 37 | Carriage of material from source upto site of work by mechanical means incl. loading, unloading and stacking complete. | | | | ₹ 0.00 |
| 37.1 | 150 mm dia D.I Pipes 15km from Divl store | 3800 | mtr | ₹ 12.44 | ₹ 47,272.00 |
| 37.2 | 100 mm dia D.I Pipes 15km from Divl store | 500 | mtr | ₹ 7.47 | ₹ 3,735.00 |
| 37.3 | Below 100mm dia G.I pipes 19km from Divl store | 46 | M.T | ₹ 346.84 | ₹ 15,954.64 |
| 37.4 | cement & steel from nearest source for an avg. lead of 16 kms. | 94.83 | M.T | ₹ 314.44 | ₹ 29,818.35 |
| 37.5 | Sand & Stone aggregates for an avg. lead of 21 kms. | 345.12 | cum | ₹ 412.23 | ₹ 1,42,268.82 |
| 37.6 | Stone soling for an avg. lead of 12 km | 100.83 | cum | ₹ 358.98 | ₹ 36,195.95 |
| 38 | Extra Carriage of material from dumping site to actual site of work by manual means (Head load) for an avg lead of 300 mtrs. | | | | ₹ 0.00 |
| 38.1 | cement | 84.53 | M.T | ₹ 210.75 | ₹ 17,814.70 |
| <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>Head Draftsman</p> </div> <div style="text-align: center;">  <p>Technical Officer</p> </div> <div style="text-align: center;">  <p>Executive Engineer</p> </div> </div> | | | | | |

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|--------------------------------|--|-------------|----------|-------------|---------------------------|
| 38.2 | steel | 10.3 ✓ | M.T ✓ | 452.69 ✓ | ₹ 4,662.67 |
| 38.3 | Sand & Stone aggregates | 345.12 ✓ | cum ✓ | 438.40 ✓ | ₹ 1,51,301.64 |
| 38.4 | Stone soling | 100.83 ✓ | cum ✓ | 515.75 ✓ | ₹ 52,003.27 |
| Total Schedule Value | | | | | ₹ 99,55,048 ✓ |
| Add Quoted/Accepted percentage | | | Add 2% | | ₹ 1,99,100 ✓ |
| Alloted Amount | | | | | ₹ 1,01,54,148 ✓ |
| Terms & Conditions | | | | | |
| 1 | The cost of work should in no case exceed beyond Rs.101.54 lacs/= (Rupees one crore one lac fifty four thousand Only) | | | | |
| 2 | The overall payment under the contract will be restricted to DAP/DPR provision. | | | | |
| 3 | This letter of allotment & your tender will constitute a legal contract document and the conditions laid down in the detailed NIT/Form No.25-double will hold good and binding upon you. | | | | |
| 4 | You have to attend the Divisional/Circle Office along with your enlistment card for drawl of agreement . However non-drawl of agreement will not prevent the contract from being enforced upon you. | | | | |
| 5 | Performance security deposited by you for an amount of Rs.298650- (Rupees Two lac ninety eight thousand six hundred fifty Only) through HDFC Bank limited Parigam Pulwama . vide FDR Deposit Account Number:- 50300014127211 dated 31.10..2023 shall be released only after successful completion & expiry of DLP of the work. | | | | |
| 6 | The date of start of work shall be reckoned with 25.02.2023. | | | | |

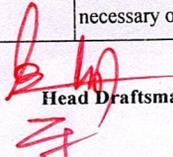

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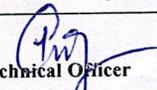

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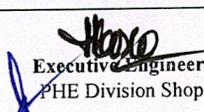

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| 7 | The work shall have to be completed within a period of one hundred fifty (150) days from the date of issuance of LOI or allotment mentioned above whichever is earlier. |
| 8 | The work be executed strictly in accordance with approved proposals & in close supervision of the Engineer I/C of both wings of Civil as well as Mechanical. |
| 9 | 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. |
| 10 | 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. |
| 11 | 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. |
| 12 | The rates are including the Charges for Submission of progress, Geo-tagged photographs, vedigraphic record through the professional person before, during & after construction and progress reports in both hard and soft copies. Taking Cross-Sections/ L- Sections by Auto Level / ETS before and after execution. Preparation of work abstract of executed work, preparation of bills besides, the rates quoted/allotted are inclusive of taxes and the taxes viz. GST/Income tax/Cess etc. shall be deducted at source from running account bills. |
| 13 | All the Cement, R.C.C, Steel, plumbing and other works shall be strictly as per relevant IS Codes, CPHEEO norms/requirements/specifications and normal PWD practices. |
| 14 | You shall be solely responsible for carrying out the mandatory tests required or as decided by Engineer-in-charge for the quality control at your own costs. The cost of conducting all tests shall be borne by the contractor and shall be deemed to have been included in the item rates for various items of work and percentage rate tendered. Nothing extra shall be payable on this account. |
| 15 | You have to furnish the confirmatory survey, structural & functional design including geo-technical analysis, soil investigation, and quality control tests done at your level duly vetted by DIQC as per terms & conditions of the NIT. The vetting charges for the design if any are to be borne by you. |
| 16 | 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. |
| 17 | Any item of work not included in the BOQ but required for the completion of the work, shall be executed by the contractor, as directed by the Department. Such extra item shall be paid at J&K SSR 2020 rates with allotted appreciation/depreciation of the contractor. In case such item does not figure in J&K SSR 2020, the same shall be paid as per the current market rate analysis, to be approved by the competent authority. |
| 18 | No price escalation will be paid for completion of the work within stipulated time or extended date of completion due to any reason whatsoever. |
| 19 | No extra claim towards any type of tax, freight, etc shall be entertained whatsoever. |
| 20 | No mobilisation advance shall be paid. |
| 21 | Retention money/Security deposit shall be 10% of the contract value. The Security Deposit is to be recovered at the rate of 10% of bill amount from Running Account Bills and shall be released after completion of the defect liability period. |
| 22 | 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 07 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. |
| 23 | 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. |
| 24 | Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency. |
| 25 | 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. |

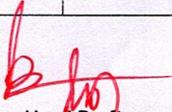

Head Draftsman


Technical Officer


Executive Engineer
PHE Division Shopian

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| 26 | 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. |
| 27 | 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. |
| 28 | The damage caused to the work during execution or prior to actual completion of work/handing over of the project before defect liability period due to any natural calamity/human interference, the same shall be got restored/made good by you at your own cost. |
| 29 | No damage is caused to existing structures like roads, bridges, buildings or other public utilities as a result of construction of this work. Wherever any damage occurs to any public/private infrastructure or public utility, the same shall be rectified/made good by you at your own cost. |
| 30 | Adequate precautions be taken for environment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work. |
| 31 | No objection certificate from the concerned regulatory authority may also be sought wherever required. |
| 32 | All other terms & conditions will remain same as laid down in the original NIT /SBD/GFR-2017/ Procurement Manual 2019. |


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Copy to the :-

- 1 Chief Engineer, Kmr. Jal Shakti (PHE) Department Srinagar for favour of information.
- 2 Superintending Engineer Hydraulic Circle Shopian Pulwam for favour of information.
- 3 Assistant Executive Engineer, PHE Sub-Division Shopian/Zainapora for information & necessary action. He will ensure the completion of work within the stipulated time period
- 4 File concerned.