

OFFICE OF THE EXECUTIVE ENGINEER SPECIAL PHE JAL SHAKTI DIVISION KULGAM

M/s Malik Shafayat Shahi (contractor)
 S/o Mohd Shafi
 R/o Hanji -Danter Anantnag.
 Kex 03/CE/PDC/CC/2018-19/Aay/civil
 PA FBQPS9031B

No:- PHE/Wks/ 4943-45
 Dated: 17-10-22

42
 Allotment order No. of 2022-23
 Dated: 10/10/2022
 GST No: 01/BQP59031B1ZP

Name of work: L/F of pipes and other allied works for water supply scheme DK Marg Sarmarg under JJM incl. installation of FHTC as provided in the DAP
 Ref. This office e-NIT No.25/PHEK of 2022-23 issued under No:PHK/1937-48 Dated 27-06-2022, District dev. Commissioner Kulgam's authorisation No.350/DCK of 2022 dated 06/08/2022 issued under No.DDCK/JJM/2022-23/3674-77 Dated. 06-08-2022, Superintending Engineer Hydraulic Circle Anantnag's order no:Se/Hyd/Cors/4737-38 dated. 11-08-2022 & This office LOI No:PHK/3371-76 dated.18-08-2022.

Accord of Administrative No and date	CE/PHE/DB/JJM/236 of 8/2022 dt.01-08-2022
Technical sanction No and date:	CE/PHE/DB/JJM/71 of 8/2022 dated 25-08-2022
Advertised amount of work	Rs 138.81 lacs
Alloted amount of work	Rs 13048299.359.00
(Rupees one crore thirty lac forty eight thousand two hundred ninety nine only)	

For and on behalf of Lt. Governor of UT of J&K, the contract for the above work is hereby fixed with you on the following rates quoted/accepted by you on the terms and conditions given as under:

Sl.No	Bidder Name	Quoted Percentage	Quoted amount in Figures and Words		
		Rate	Amount		
1	Malik Shafayat Shahi(GSTN-NA)	(-6.001% below)	13048299.36 One Crore Thirty Lakh Forty Eight Thousand Two Hundred and Ninety Nine		
DESCRIPTION OF ITEMS AS PER BOQ					
s.No	Description of items	Qty	Unit	Estimated Rate	Estimated Rate
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 draining 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. 80% All kinds of soils	10593.954	Cum	436	4618963.944
2	Hard soil (20%)	2648.489	Cum	841.6	2228968.342
3	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.	11350.665	Cum	198.7	2255377.136
4	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work 15 mm and 20 mm dia. G.I. pipes	13880.000	Mtr	20.25	281070
5	25 mm and 32 mm dia. G.I. pipes	5000.000	Mtr	30.65	153250
6	40 mm and 50 mm dia. G.I. pipes	9500.000	Mtr	40.8	387600
7	63 mm and 80 mm dia. G.I. pipes	3000.000	Mtr	73.05	219150
8	Laying in position centrifugally cast (spun) iron S&S or flanged pipes	2754.000	quintal	245.55	676244.7
9	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 100mm dia pipes	333.333	each	89.7	29899.9701
10	200mm Dia pipes	533.333	each	213	113599.929
11	80mm Dia pipes	500.000	each	57.28	28640
12	150mm Dia pipes	960.000	each	144.7	138912
13	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 40 mm nominal bore	300.000	each	666.25	199875
14	50 to 80 mm nominal bore	40.000	each	1268.25	50730
15	Providing and laying D.I. standard specials such as tees, bends, collars, tapers, caps etc. suitable for flanged jointing as per IS : 9523 (as per site requirement) upto 300mm	5.000	Qds	7823.7	39118.5
16	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) 50mm	8.000	each	5147.15	41177.2
17	Providing and fixing D.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. (the tail pieces if required will be paid separately). Confirming to IS:14846 read with latest amendments. 125mm	4.000	each	13164	52656
18	150 mm dia.	4.000	each	20243	80972
19	200 mm dia.	4.000	each	31698	126792
20	Carriage of G.I./D.I pipes below 100mm dia from Stocking yard to the dumping/road site by mechanical means 5km	122.710	M.T	183.336	22499.61476
21	Beyond 5 km upto 10 km per km	122.710	M.T	66.3	8135.673
22	Beyond 10 km upto 20 km per km	122.710	M.T	107.99	13251.4529
23	Beyond 20 km per additional km (35Kms)	122.710	M.T	132.48	16256.6208
24	Carriage of G.I./D.I. pipes 100mm dia from Stocking yard to the dumping/road site by mechanical means 5kms	2000.000	Mtr	4.5	9000
25	Beyond 5 km upto 10 km per km	2000.000	Mtr	1.42	2840
26	Beyond 10 km upto 20 km per km	2000.000	Mtr	2.65	5300
27	Beyond 20 km per additional km (35Kms)	2000.000	Mtr	3.255	6510

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28	Carriage of G.I/D.I. pipes 150mm dia from Stocking yard to the dumping/road site by mechanical means 5kms				
29	Beyond 5 km upto 10 km per km	4000.000	Mtr	7.514	30056
30	Beyond 10 km upto 20 km per km	4000.000	Mtr	2.715	10860
31	Beyond 20 km per additional km (35Kms)	4000.000	Mtr	4.42	17680
32	Carriage of G.I/D.I. pipes 200mm dia from Stocking yrd to dumping/road the site by mechanical means 5kms	4000.000	Mtr	5.41	21720
33	Beyond 5 km upto 10 km per km	3200.000	Mtr	12.224	39116.8
34	Beyond 10 km upto 20 km per km	3200.000	Mtr	4.42	14144
35	Beyond 20 km per additional km (35Kms)	3200.000	Mtr	7.2	23040
36	Carriage of G.I/D.I pipes below 100mm dia from dumping site to actual site of work by manual means ist 50m	3200.000	Mtr	8.835	28272
37	Beyond 1st 50m upto 1000Mtrs	122.710	M.T	153.249	18895.18479
38	Carriage of G.I/D.I pipes 100mm dia from dumping site to actual site of work by manual means ist 50m	122.710	M.T	427.386	52444.53666
39	Beyond 1st 50m upto 1000Mtrs	2000.000	Mtr	4.142	8284
40	Carriage of G.I/D.I pipes 150mm dia from dumping site to actual site of work by manual means ist 50m	2000.000	Mtr	11.514	23028
41	Beyond 1st 50m upto 1000Mtrs	4000.000	Mtr	5.075	20300
42	Carriage of G.I/D.I pipes 200mm dia from dumping site upto actual site of work by manual means ist 50m	4000.000	Mtr	14.155	56620
43	Beyond 1st 50m upto 1000Mtrs	3200.000	Mtr	7.615	24368
44	Restoration of Road Berm Along Pipe alignment to be damaged	3200.000	Mtr	21.223	67913.6
45	Restoration of W.B.M road at spots	2000.000	Mtr	480	960000
46	Restoration of W.B.M road with 25 mm semidense	100.000	Mtr	1000	100000
47	W.B.M road with bituminous mecadam & Semi Dense	100.000	Mtr	1280	128000
48	Cutting bajri paths and making good the same including supply of extra quantities of brick aggregate, moonam and red bajri required.	100.000	Mtr	1580	158000
		1500.000	sqm	181.25	271875
Total amount after deduction of -6.00% below as per the rates quoted by the contractor:					Rs 13048299.00

Terms and conditions:-

- The allotted cost of the work is Rs13048299.359 (Rupees one crore thirty lac forty eight thousand two hundred ninety nine only)
- The date of start shall be reckoned from the date as mentioned in the LOI/allotment.
- The work shall have to be completed within a period of (90) days from the date of issuance of this allotment order, failing which penalty upto 10% of the total value shall be imposed upon you.
- Earnest money deposited by you Vide B.G No:00141PBG2208001 Dated 24-08-2022 for Rs 416430.00. The BG shall be released only after the successful completion of work and after the expiry of defect clause.
- The contractor/firm shall have to attend the Divisional office with enlistment card for drawal of agreement with three days from the date of issuance of this allotment order. However non- drawal of agreement will not prevent the contract from being enforced upon you.
- The allotted work shall be subject to check by the third party monitoring agency engaged by the department
- The defect 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 and remedy at his own expenses 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 maximum ceiling of 06 months
- The pre- and post Geo-tagged photographic evidence be taken prior /during execution of work and shall have to be produced at the time of submission of work done claim
- All other conditions shall be applicable as provided in the standard Bidding document
- The terms and conditions not provided in the SBD, shall be strictly dealt in accordance with the rules /guidelines provided in the GFR-2017 and Manual for procurement of work 2019

[Signature]

[Signature]
Executive Engineer
Spl PHE JSD Kulgam

- Copy to the
- Asstt. Ex. Engineer PHE Sub-Division Kulgam for information
 - AAO Divisional office for information
 - Divisional Drawing branch for information

(S No 544)

JJK

Government of Jammu and Kashmir
OFFICE OF THE SUPERINTENDING ENGINEER HYDRAULIC CIRCLE ANANTNAG/KULGAM
HQ: ANANTNAG

Allotment Order No: 05 of 2022 dated 03/10/2022

Name:-	M/S Khursheed Ahmad Mir				
Regd. No.	222/A/CE/KCC/PDC of 1997-98				
Email ID:	khurshid.mir2011@gmail.com				
Phone No.	9906936830				
GSTIN:	01AIFPM2693C120				
PAN:	AIFPM2693C				
Allotment Order No: 05 of 2022 dated: 03/10/2022			Advertised Cost : Rs. 196.90 lacs		
			Alloted Cost : Rs. 195.03 lacs		
Subject:- Laying / Fitting of pipes, Construction of 0.55, 0.25, 0.20, 0.15 (02 Nos) & 0.10 (02 Nos) lac Gallons SFRs, Chain Link Fencing, Anchor Blocks, RCC Jacketting WSS Manzgam Galvanpora					
References: (i) Your tender received in response to e-NIT No.24 OF 2022-23 Issued by the Executive Engineer, Jal Shakti (PHE) Division Kulgam vide No. PHEK/1908-19 dated 24.06.2022. (ii) This office letter of intent No. SE/Hyd/Cors/5802-05 dated 29.08.2022.					

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)	No.of Qty	Units	Rate	Amount
1	Extra for every additional lift of 1.5 m or part thereof in excavation/banking excavated or stacked material :all kinds of soil	262.780	Cum	81.650	21455.987
2	Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm 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	1544.800	Cum	539.350	833187.880
3	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 andramming 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 metter from cutting edge	525.000	Cum	438.000	228900.000
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.	1065.710	Cum	198.700	211756.577
5	Providing and laying hand packed stone soling 50 mm nominal size including filling, spreading, dressing, ramming, all leads lifts and all carriages complete	162.090	Cum	1320.000	213958.800
6	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 40 mm nominal size)	248.700	Cum	6434.010	1600138.287
7	1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	93.910	Cum	4861.835	456574.925
8	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)	128.513	Cum	7800.760	1002499.070
9	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)	161.482	Cum	9408.135	1519244.456
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 centering, shuttering, finishing and reinforcement with:	35.777	Cum	9849.345	352380.016
11	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 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)	48.456	Cum	10404.515	504161.179
12	Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns etc. for mass concrete	884.700	sqm	262.300	232056.810
13	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	1684.085	sqm	573.850	966412.177
14	Suspended floors, roofs, landings, balconies and access platforms.	32.400	sqm	635.600	20593.440
15	Lintel, beams, plinth beams, girders, bressumers and cantilevers.	122.891	sqm	502.850	61795.739
16	Arches, domes, vaults upto 6 m span	422.549	sqm	2086.800	881776.263
17	Extra for shuttering in circular work (20% of respective centering and Shuttering items)Foundations, footings, bases of columns etc. for mass concrete.	61.570	sqm	52.460	3229.960
18	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	1082.485	sqm	114.770	124191.403
19	Lintel, beams, plinth beams, girders, bressumers and cantilevers	88.135	sqm	100.575	8865.892

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	Arches, domes, vaults upto 6 m span	244.994	sqm	417.360	102250.696
	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)	2122.935	kgs	57.900	122917.937
22	Steel reinforcement for R.C.C. work ready to use "cut and bend" rebars of approved make from factory/workshop to construction site including placing in position and binding all complete upto plinth level TMT bars	35689.282	Kg	87.175	3111213.158
23	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	16502.000	Kg	102.135	1685431.770
24	12mm Cement plaster finished with a floating coat of neat cement of mix 1 : 3 (1 cement : 3 fine sand)	808.087	sqm	343.750	277779.906
25	1 : 4 (1 cement : 4 fine sand)	3636.329	sqm	325.450	1183443.273
26	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade two or more coats on new work	600.000	sqm	121.950	73170.000
27	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-in-charge. Made of G.I. wire of dia 4 mm	1080.000	sqm	733.500	792160.000
28	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work. 15 mm and 20 mm dia. G.I. pipes	400.000	Mtr	20.250	8100.000
29	25 mm and 32 mm dia. G.I. pipes	300.000	Mtr	30.650	9195.000
30	40 mm and 50 mm dia. G.I. pipes	700.000	Mtr	40.800	28560.000
31	65 mm and 80 mm dia. G.I. pipes	600.000	Mtr	73.050	43830.000
32	100 mm dia. G.I. pipes	200.000	Mtr	107.700	21540.000
33	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 40 mm nominal bore	20.000	each	666.250	13325.000
34	Carriage of materials by mechanical transport including loading, unloading, stacking of materials - SAND: 5kms	387.500	Cum	206.276	79931.950
35	Beyond 5 km upto 10 km per km	387.500	Cum	74.580	28899.750
36	Beyond 10 km upto 20 km per km	387.500	Cum	121.440	47058.000
37	Beyond 20 km per additional km (30Kms)	387.500	Cum	99.360	38502.000
38	Carriage of materials by mechanical transport including loading, unloading, stacking of materials - Aggregate 20mm 5kms	563.940	Cum	206.276	116327.287
39	Beyond 5 km upto 10 km per km	563.940	Cum	74.580	42058.645
40	Beyond 10 km upto 20 km per km	563.940	Cum	121.440	68484.874
41	Beyond 20 km per additional km (30Kms)	563.940	Cum	99.360	56033.078
42	Carriage of materials by mechanical transport including loading, unloading, stacking of materials - Aggregate 40mm and above : 5kms	88.462	Cum	224.204	19833.534
43	Beyond 5 km upto 10 km per km	88.462	Cum	81.075	7172.057
44	Beyond 10 km upto 20 km per km	88.462	Cum	132.020	11678.753
45	Beyond 20 km per additional km (30Kms)	88.462	Cum	107.640	9522.050
46	Carriage of materials by mechanical transport including loading, unloading, stacking of materials - Stone Soling :5kms	162.090	Cum	242.673	39334.867
47	Beyond 5 km upto 10 km per km	162.090	Cum	87.745	14222.587
48	Beyond 10 km upto 20 km per km	162.090	Cum	142.830	23151.315
49	Beyond 20 km per additional km (30Kms)	162.090	Cum	116.960	18958.046
50	Carriage of materials by mechanical transport including loading, unloading, stacking of materials - Steel/ CGI Sheets:5kms	35.689	M.T	183.356	6543.792
51	Beyond 5 km upto 10 km per km	35.689	M.T	66.300	2366.181
52	Beyond 10 km upto 20 km per km	35.689	M.T	107.990	3854.055
53	Beyond 20 km per additional km (30Kms)	35.689	M.T	88.320	3152.052
54	Carriage of materials by mechanical transport including loading, unloading, stacking of materials - Cement: 5kms	290.818	M.T	183.356	53323.225
55	Beyond 5 km upto 10 km per km	290.818	M.T	66.300	19281.233
56	Beyond 10 km upto 20 km per km	290.818	M.T	107.990	31405.436
57	Beyond 20 km per additional km (30Kms)	290.818	M.T	88.320	25685.046
58	Carriage of materials by manual means including loading, unloading, stacking of materials- (Sand) ist 50m	387.500	Cum	209.898	81335.475
59	Beyond 1st 50m 1000Mtrs	387.500	Cum	868.319	336473.613
60	Carriage of materials by manual means including loading, unloading, stacking of materials- Aggregate Below 40mm ist 50m	493.481	Cum	209.898	103580.675
61	Beyond 1st 50m 1000Mtrs	493.481	Cum	868.319	428498.928
62	Carriage of materials by manual means including loading, unloading, stacking of materials- Aggregate 40mm and Above ist 50m	88.462	Cum	226.918	20073.620
63	Beyond 1st 50m 1000Mtrs	88.462	Cum	938.676	83037.156
64	Carriage of materials by manual means including loading, unloading, stacking of materials- Stone Soling ist 50m	162.090	Cum	246.940	40026.505
65	Beyond 1st 50m 1000Mtrs	162.090	Cum	1021.497	165574.449
66	Carriage of materials by manual means including loading, unloading, stacking of materials- Steel/CGI Sheets ist 50m	35.689	M.T	261.096	9318.255
67	Beyond 1st 50m 1000Mtrs	35.689	M.T	728.042	25983.091
68	Carriage of materials by manual means including loading, unloading, stacking of materials- Cement ist 50m	290.818	M.T	121.567	35353.872
69	Beyond 1st 50m 1000Mtrs	290.818	M.T	338.903	98559.093
70	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/by mechanical means 15 to 40mm including stacking of pipes within 50 meters lead as per direction of Engineer in charge	1100.000	Mtr	99.700	109725.000

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Above 40 mm nominal bore

	Providing and fixing of MS flanged joints (12mm thick) to double flanged GI/DI pipes including cutting of pipes, welding charges, cutting of flanges, rubber gasket, bolts, nuts including testing of joint and all sorts of carriages. Complete Job 100mm dia	2100.000	Mtr	110.650	232365.000
73	80mm Dia	133.333	Pair	1520.000	202866.160
74	Wall Painting with acrylic emulsion paint of approved brand and manufacture to give an even shade. Two or more coats on new work	33.333	Pair	1100.000	36666.300
75	Cutting bajri paths and making good the same including supply of extra quantities of brick aggregate, moorum and red bajri required.	1000.000	sqm	127.450	127450.000
	Original Schedule Value	400.000	sqm	181.250	72500.000
	Add Quoted/Accepted percentage				19889628.000
	Allotted Amount			-(Minus) 0.95%	-187051.000
					19502577.000

Terms & Conditions

1	The cost of work should in no case exceed beyond Rs. 1,95,02,677/= (Rupees One Crore Ninety Five Lac Two Thousand Five Hundred Seventy Seven 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	An amount of Rs. 5,86,000/- (Rupees Five Lac Eighty Six Thousand Only) deposited by by you vide TDR No. 689120 dated 27.09.2022 issued by J&K Bank Branch Hospital Road Shopian is being retained as Performance Security and shall be released only after successful completion & expiry of DLP of the work.
6	The date of start of work shall be reckoned within one week from the date of issuance of this Contract allotment.
7	The work shall have to be completed within a period of 90 days from the date of issuance of lallotment mentioned above.
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, vidiographic 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 & condition 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 thrd 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.

[Handwritten signature]


(44)

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.

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.

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 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.
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.
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/handling 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/Operational guidelines for JJM.


Head Draftsman


Technical Officer,


Superintending Engineer
Hydraulic Circle Anantnag/Kulgam
HQ: Anantnag

No. SE/Hyd/Cors/ 7122-25
Dated: 02/10/2022

Copy to the :-	
1	Chief Engineer Jal Shakti (PHE) Department Srinagar (Convener ISA Committee) for information alongwith details of villages where
2	District Development Commissioner Kulgam (Chairman District Jal Jeevan Mission) for information. This is with reference to your Authorization order No. 350/DDCK of 2022 dated 05.08.2022 issued under endorsement No. DDCK/JJM/2022-23/3674-77 dated 05.08.2022.
3	Executive Engineer Jal Shakti (Special PHE) Division Kulgam for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with JJM Guidelines.
4	File concerned.