

145-149

PART-"A"

M/s Muzaffar Ahmad Rather,
 S/o: Gh. Ahmad Rather
 R/o: Ruhu, Anantnag
 Pin Code: 192102
 Mobile No: 9682691643.

No: CE/PHE/DB/ 17801-808
 Dated: 23-08-2023.

Subject: Allotment of the package consisting of following 05 (Five) number Rapid Sand Filtration Plants under JJM for:-

- 1) Construction and successful testing and commissioning of 0.18 MGD RSFP at WSS Sekjan (Annexure-"A").
- 2) Construction and successful testing and commissioning of 0.16 MGD RSFP at WSS Magray Mohalla Wattoo (Annexure-"B").
- 3) Construction and successful testing and commissioning of 0.11 MGD RSFP at WSS Sekjan (Annexure-"C").
- 4) Construction and successful testing and commissioning of 0.50 MGD RSFP at Common RWM for various WSSs of Manzgam Section (Avil/ Sheikhnag) (Annexure-"D").
- 5) Construction and successful testing and commissioning of 0.50 MGD RSFP at Common RWM for various WSSs of Manzgam Sec. (Kandihard Hallan) (Annexure-"E")

- References:**
- 1) eNIT No: 01 of 2023-24 Dated: 13-04-2023 issued under endorsement No: CE/PHE/JJM/1740-1790 Dated: 13-04-2023 [Tender ID: 2023_PHE_209775_9].
 - 2) Performance Bank Guarantee (PBG) for Rs.31,63,000.00 Lacs (Rupees Thirty One Lacs and Sixty Three Thousand only) vide BG No: 241GT02231660001 Dated: 15-06-2023 from HDFC Bank Branch Residency Road Srinagar.

ALLOTMENT ORDER NO: CE/PHE/DB/JJM/ 661 of 08/2023
D A T E D: 23 -08- 2023

Advertized Cost of Package	Rs.1054.12 Lacs
Allotted cost of the Package	Rs.826.24 Lacs
Head of account	MH-4215 (JJM)
Allotted %age on item rate	Plus (+9.90%)

HO/ce

✓

For and on behalf of Lt. Governor UT of Jammu and Kashmir, the contract for the package comprising of above mentioned 05 (Five) number Rapid Sand Filtration Plants with break up as per the details given under Annexure-"A" to Annexure-"E" for each of the Rapid Sand Filtration Plant is hereby allotted in your favour with allotted cost of **Rs.826.24 Lacs (Rupees Eight Hundred Twenty Six Lacs and Twenty Four Thousand only)** worked out based on the percentage rate basis quoted by your firm and as per standard terms and conditions as laid down in the allotment order as under:-

S.No.	Name of Work/Scheme	Allotted amount (Rs. in Lacs)	Allotment details as per Annexure
1	Construction and successful testing and commissioning of 0.18 MGD RSFP at WSS Sekjan.	139.90	"A"
2	Construction and successful testing and commissioning of 0.16 MGD RSFP at WSS Magray Mohalla Wattoo.	151.57	"B"
3	Construction and successful testing and commissioning of 0.11 MGD RSFP at WSS Sekjan.	111.93	"C"
4	Construction and successful testing and commissioning of 0.50 MGD RSFP at Common RWM for various WSSs of Manzgam Section (Avil/Sheikhnag).	220.34	"D"
5	Construction and successful testing and commissioning of 0.50 MGD RSFP at Common RWM for various WSSs of Manzgam Section (Kandihard Hallan).	202.50	"E"
Total		826.24	

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The contract allotted shall be strictly governed by the specifications and the conditions of the eNIT and the terms and conditions in general contained in the PWD Form No. 25.

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The time of the completion of the work as indicated in the relevant eNIT is 120 Days and shall run for all the Five Rapid Sand Filtration Plants concurrently and the same shall be reckoned from the date of allotment or the contract. The work being of emergent nature, you are required to draw the agreement concurrently with the issue of this allotment without any delay with the concerned Executive Engineer under an intimation to this office.

The advertized 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.

Please not that as JJM is Mission Mode Work, if you fail to start the work within the seven days the allotment is liable to be cancelled automatically without notice and fresh tender will be floated

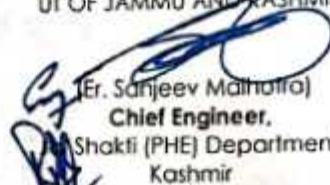
The work shall have to be executed strictly in accordance with the approved specifications/drawings. Cement of specified grade and approved brand (by Engineer Incharge) necessarily shall have to be used and no other brand of cement shall be allowed to be used while steel of all sorts shall be of Thermo-Mechanically Treated bars of Grade Fe-500 and or 500-D or more of make Tata Tisco, Jindal, SAIL or equivalent approved ISI Brand and no other brand of steel shall be allowed as per approved drawing to be provided by Engineer Incharge, the quantities for which stands included in the accompanying BOQ. The material issued from the Divisional Store if any shall be applicable only upto the stipulated time of completion and after its expiry the material shall be issued/deducted on the stock issue rates prevailing at that time. Please note that in case of your failure to start the work immediately from the issue of the allotment order you allotment shall be deemed cancelled without serving any notice. Penalty upto 10% of the cost of work is likely to be imposed in case the work is not executed within prescribed time frame. The performance Bank Guarantee @ 3% furnished by you against allotted cost of work shall remain as collateral till the work is completed in all respects.

You are requested to attend the Divisional Office PHE Division Kulgam for drawl of formal agreement of the contract failing which penal clause are likely to be invoked as per provisions contained in eNIT.

All other terms & conditions as laid down in the standard bidding document/eNIT, PWD form-25, GFR-2017 and manual of procurement of works 2022 shall remain in force.

The terms and conditions forming part-"B" of this allotment order shall be on integral part of this allotment order.

SIGNED FOR & ON BEHALF OF THE LT. GOVERNOR OF
UT OF JAMMU AND KASHMIR


(Er. Sanjeev Mahotra)
Chief Engineer,
Shakti (PHE) Department,
Kashmir

Copy to the:-

1. Additional Chief Secretary, Jal Shakti Department, Civil Secretariat, J&K for information, please.
2. Mission Director, Jal Jeevan Mission J&K, Civil Secretariat J&K for information,
3. District Development Commissioner, Kulgam (Chairman District Jal Jeevan Mission) for information
4. Deputy Commissioner (Administration), Sales Tax Department, Kashmir for information.
5. Superintending Engineer (JSD) Hyd. Circle Anantnag/Kulgam [HQ] Anantnag for information.
6. Chief Accounts Officer, Jal Shakti (PHE) Department, Kashmir for information. He will retain the Performance Bank Guarantee (PBG) for Rs.31,63,000.00 Lacs (Rupees Thirty One Lacs and Sixty Three Thousand only) vide BG No: 241G102231660001 from HDFC Bank Branch Residency Road Srinagar which will be released after successful, testing, commissioning of the job/expiry of defect liability period after completion of work.
7. Executive Engineer, Jal Shakti (PHE) Division, Kulgam for information and necessary action. He is directed to execute the work strictly as per the approved design, construction drawings and specifications. He shall also take all the measures for abiding strictly to quality control practices as per relevant ISI code, appropriate sections of tender documents and standard practices of engineering. He should also get the latest Sales Tax Clearance Certificate from the agency before the start of work.
8. File concerned.

PART-"B"

- Reference:**
- 1) AAA issued by Chief Engineer, Jal Shakti (PHE) Department Kashmir vide order No: CE/PHE/DB/351 of 02/2023 Dt: 23-02-2023.
 - 2) AAA issued by Chief Engineer, Jal Shakti (PHE) Department Kashmir vide order No: CE/PHE/DB/JJM/236 of 08/2022 Dt: 01-08-2022.
 - 3) AAA issued by Govt. vide order vide No: 43-JK (JSD) of 2023 Dt: 08-03-2023
 - 4) Technical sanction accorded for the schemes by Chief Engineer, Jal Shakti (PHE) Department, Kashmir vide following order No. respectively:
 - i. No: CE/PHE/DB/872 of 02/2023 Dt: 27-02-2023.
 - ii. No: CE/PHE/DB/68 of 08/2022 Dt: 25-08-2022.
 - iii. No: CE/PHE/DB/894 of 03/2023 Dt: 09-03-2023.
 - 5) UT Level Committee Meeting held on 01-06-2022 under chairmanship of Development Commissioner Works, PW (R&B).
 - 6) LOA issued vide this office letter No: CE/PHEK/E&T/JJM/7302-13 Dated: 30-05-2023
 - 7) LOI issued vide this office letter No: CE/PHE/DB/8066-71 Dated: 06-06-2023
 - 8) This office letter No: CE/PHE/DB/8435-36 Dated: 09-06-2023.
 - 9) Executive Engineer, Jal Shakti (PHE) Division Kulgam letter No: SPHE/K/2203-04 Dated 22-07-2023.
 - 10) This office letter No: CE/PHE/JJM/14163 Dated: 25-07-2023.
 - 11) Superintending Engineer (JSD) Hyd. Circle Anantnag/Kulgam [HQ] Anantnag's letter No: 4508-09 Dated: 12-08-2023.

TERMS AND CONDITIONS:

01: Time of Completion: Time of completion for each Rapid Sand Filtration Plant shall be 120 days to run concurrently for each package and reckoned from 7th day after the issuance of formal allotment letter by the department. In the event of the contractors failing/declining/neglecting or delaying the work shall be got executed through any other agency at the risk and cost of the original contractor.

02: Advance Payment: No mobilization advance or advance payment shall be made in favour of the contractor.

03: Agreement: The contractor shall draw an agreement with the Department within seven days from the date of issue of this allotment order. Contractor's failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the contractor and the conditions laid down in the NIT/allotment order shall hold good even before draw of formal agreement and the contract shall be complete and binding upon the contractor.

04: Defect liability period: If during the period of six months (which shall be considered as the defect liability period) reckoned from the date of actual completion and handing over of the structure any defect is found in the work or in the part thereof which may have been caused by the bad workmanship, use of inferior material or otherwise or if in the opinion of the Chief Engineer or Engineer incharge any repairs are required to be made in any work done, the contractor shall be liable to remove the defects or make repairs at his cost and expenses within a period of thirty days from the issue of the notice by the Engineer in charge, in the event of the failure on the part of contractor to remove these defects or make the repair within a stipulated period, the engineer in charge may get the defects removed or repairs made through other agency and cost thereof shall be recoverable from the security deposit or any amount due to the contractor. The defects or repairs shall be recoverable from the amount due to the contractor the defects or repairs shall be deemed to have been removed/made when the Chief Engineer/Engineer in charge certifies that the defects have been removed or the repairs have made to his entire satisfaction.

05: Disposing excavated material: All excavated material shall remain the property of the Department. The Contractor shall ensure that no excavated material which is suitable for and is required for re-use in the Works is transported unless so ordered by the Engineer-in-Charge.

05: This contract is being awarded for execution of Water Treatment Plant and its components on a holistic basis to the allottee. Any item of work that may have got omitted for whatever reason but required at site for functional completion of the Water Treatment Plant shall be executed by the allottee at no extra cost.

- a) The method of measurement/specification of completed work for payment etc. shall be in accordance with the "Book of Specifications" published by the CPWD that forms basis for SSR in vogue.
- b) All other terms and conditions shall remain same as laid down e-Nit. SBD.

06: The work is executed strictly as per approved design / drawing, specifications and JJM Guidelines. For all RCC Work: Cement of specified grade and approved brand as per specified in Design Mix/Nominal Mix confirming to IS shall have to be used as per the direction of Engineer incharge and no other brand of cement shall be allowed to be used while reinforcing steel of sorts shall be Thermo-mechanical Traded Bars of grade as specified in approved drawings confirming to IS: 1786 the quantities for which stand included in the accompanying BOQ.

07: The Executive Engineer will draw the formal agreement with the contractor within 07 Days from the date of issuance of this allotment order.

08: The rates allotted are inclusive of all taxes applicable as per norms amended by competent authorities from time to time. Labour cess and royalties shall have to be borne by the executing agency/contractor.

09: The date of start of the work shall be reckoned with in 07days from the date of issuance of this allotment order.

10: The execution of work shall be subject to check by the third party monitoring agency appointed by the Department.

11: The executing agency/contractor shall be bound for satisfactory performance of the work for 18 months after the successful Commissioning of subject work and will have to make a trial run of the work for a period of 03 months to the best satisfaction of the department.

12: The Defective Liability Period shall be for a period of 12 Months which shall commence after the successful completion of the Trial Run.

13: No liability should be created on this account.

14: The total cost of work shall in no case exceed beyond of that indicated against each work and in no case shall exceed the combined allotted cost indicated as per this allotment order.

15: The circular instructions issued by Chief Engineer Kashmir, Jal Shakti (PHE) Department Srinagar from time to time regarding use of MS flanges be adhered to.

16: In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk and cost of the contractor & the excess cost if involved shall be recovered from the contractor and strict action as warranted under contractual obligation shall be taken against the defaulter.

17: Geo tagged Photographic evidences of the work, pre-execution, during execution and post-execution should be maintained by the agency on his own expenses.

18: The executing agency/contractor must execute the work as per the requirements/specifications detailed in the relevant/applicable IS codes.

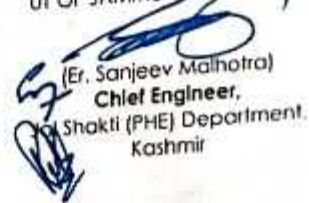
19: The tests for concrete and allied materials shall have to be carried out at reputed institute as per directions of Engineer in-charge and the charges for the same shall have to be borne by the executing agency/contractor.

20: All Environmental norms, labour laws and all other guidelines issued by competent authorities shall be followed in letter and spirit.

21: Any of the pipe material procured/supplied by the agency shall have to be get verified by the competent authority before utilizing the same at site.

All other terms & conditions as laid down in the standard bidding document/eNIT, PWD form-25 GFR-2017 and manual of procurement of works 2022 shall remain in force.

SIGNED FOR & ON BEHALF OF THE LT. GOVERNOR OF
UT OF JAMMU AND KASHMIR


(Er. Sanjeev Malhotra)
Chief Engineer,
Jal Shakti (PHE) Department,
Kashmir

Handwritten initials

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PART-"A"

M/s Zoon Engineering Traders,
Prop: Zahoor Ahmad Lone,
R/o: Mohalla Khonmoh
Pin Code: 191104.

No: CE/PHE/DB/17923-30
Dated: 24-08-2023.

Subject: Allotment of the package consisting of following 04 (Four) number Rapid Sand Filtration Plants under JJM for:-

- 1) Construction and successful testing and commissioning of 0.10 MGD RSFP at WSS Katrusoo Shalipora (**Annexure-"A"**).
- 2) Construction and successful testing and commissioning of 0.10 MGD RSFP at WSS Shalipora Tarigam (**Annexure-"B"**).
- 3) Construction and successful testing and commissioning of 0.16 MGD RSFP including flash mixer, Clarifloculator, Filter Room with filter beds including cost of all electro-mechanical works, WSS Kadder Tarigam (**Annexure-"C"**).
- 4) Construction and successful testing and commissioning of 0.10 MGD RSFP including flash mixer, Clarifloculator, Filter Room with filter beds including cost of all electro-mechanical works, WSS Parigam (**Annexure-"D"**).

- References:**
- 1) e-NIT No: 01 of 2023-24 Dated: 13-04-2023 issued under endorsement No: CE/PHE/JJM/1740-1790 Dated: 13-04-2023 (Tender ID: 2023-PHE_209775_8) followed by corrigendum No: CE/PHE/JJM/17852-97 Dated: 23-08-2023.
 - 2) Call Deposit Receipt (CDR) for Rs.10,26,460.00 (Rupees Ten Lacs Twenty Six Thousand Four Hundred Sixty only) vide No: 2669629 Dated: 25-04-2023 from J&K Bank Business Unit Khunmoh and Call Deposit Receipt (CDR) for Rs.5,13,230 (Rupees Five Lacs Thirteen Thousand Two Hundred and Thirty only) vide No: 2669662 Dated: 29-05-2023 from J&K Bank Business Unit Khunmoh.

ALLOTMENT ORDER NO: CE/PHE/DB/JJM/ 662 of 08/2023
D A T E D: 24 -08- 2023

Advertized Cost of Package	Rs.513.23 Lacs
Allotted cost of the Package	Rs.433.71 Lacs
Head of account	MH-4215 (JJM)
Allotted %age on item rate	Minus (-2.5%)

For and on behalf of Lt. Governor UT of Jammu and Kashmir, the contract for the package comprising of above mentioned 04 (Four) number Rapid Sand Filtration Plants with break up as per the details given under **Annexure-"A" to Annexure-"D"** for each of the Rapid Sand Filtration Plant is hereby allotted in your favour with allotted cost of **Rs.433.71 Lacs (Rupees Four Hundred Thirty Three Lacs and Seventy One Thousand only)** worked out based on the percentage rate basis quoted by your firm and as per standard terms and conditions as laid down in the allotment order as under:-

Handwritten: HD/cc
Handwritten signature: [Signature]

S.No.	Name of Work/Scheme	Allotted amount (Rs. In Lacs)	Allotment details as per Annexure
1	Construction and successful testing and commissioning of 0.10 MGD RSFP at WSS Katrusoo Shalipora.	87.27	"A"
2	Construction and successful testing and commissioning of 0.10 MGD RSFP at WSS Shalipora Tarigam.	88.51	"B"
3	Construction and successful testing and commissioning of 0.16 MGD RSFP including flash mixer, Clarifloculator, Filter Room with filter beds including cost of all electro-mechanical works, WSS Kadder Tarigam.	155.33	"C"
4	Construction and successful testing and commissioning of 0.10 MGD RSFP including flash mixer, Clarifloculator, Filter Room with filter beds including cost of all electro-mechanical works, WSS Parigam.	102.60	"D"
Total		433.71	

Handwritten signature: [Signature]

The contract allotted shall be strictly governed by the specifications and the conditions of the eNIT and the terms and conditions in general contained in the PWD Form No. 25.

The time of the completion of the work as indicated in the relevant eNIT is 120 Days and shall run for all the Four Rapid Sand Filtration Plants concurrently and the same shall be reckoned from the date of allotment or the contract. The work being of emergent nature, you are required to draw the agreement concurrently with the issue of this allotment without any delay with the concerned Executive Engineer under an intimation to this office.

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.

Please note that as JJM is Mission Mode Work, if you fail to start the work within the seven days the allotment is liable to be cancelled automatically without notice and fresh tender will be floated.

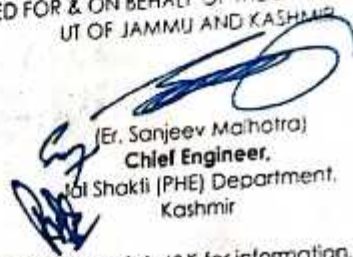
The work shall have to be executed strictly in accordance with the approved specifications/drawings. Cement of specified grade and approved brand (by Engineer incharge) necessarily shall have to be used and no other brand of cement shall be allowed to be used while steel of all sorts shall be of Thermo Mechanically treated bars of Grade Fe 500 and of Fe 500 D or more of make Tata Tisco, Jindal SAIL or equivalent approved ISI Brand and no other brand of steel shall be allowed as per approved drawing to be provided by Engineer incharge, the quantities for which shall be allowed as the accompanying BOQ. The material issued from the Divisional Store if any shall be applicable only upto the stipulated time of completion and after its expiry the material shall be issued/deducted on the stock issue rates prevailing at that time. Please note that in case of your failure to start the work immediately from the issue of the allotment order you allotment shall be deemed cancelled without serving any notice. Penalty upto 10% of the cost of work is likely to be imposed in case the work is not executed within prescribed time frame. The performance Bank Guarantee a 3% furnished by you against allotted cost of work shall remain as collateral till the work is completed in all respects.

You are requested to attend the Divisional Office PHE Division Kulgam for drawal of formal agreement of the contract failing which panel clause are likely to be invoked as per provisions contained in eNIT.

All other terms & conditions as laid down in the standard bidding document/eNIT, PWD form-25, GFR-2017 and manual of procurement of works 2022 shall remain in force.

The terms and conditions forming part-"B" of this allotment order shall be an integral part of this allotment order.

SIGNED FOR & ON BEHALF OF THE LT. GOVERNOR OF
UT OF JAMMU AND KASHMIR


(Er. Sanjeev Mahotra)
Chief Engineer,
Jal Shakti (PHE) Department,
Kashmir

Copy to the:-

1. Additional Chief Secretary, Jal Shakti Department, Civil Secretariat, J&K for information, please.
2. Mission Director, Jal Jeevan Mission J&K, Civil Secretariat J&K for information.
3. District Development Commissioner, Kulgam (Chairman District Jal Jeevan Mission) for information.
4. Deputy Commissioner (Administration), Sales Tax Department, Kashmir for information.
5. Superintending Engineer (JSD) Hyd. Circle Anantnag/Kulgam (HQ) Anantnag for information.
6. Chief Accounts Officer, Jal Shakti (PHE) Department, Kashmir for information. He will retain the Call Deposit Receipt (CDR) for Rs.10,26,460.00 (Rupees Ten Lacs Twenty Six Thousand Four Hundred Sixty only) vide No: 2669629 Dated: 25-04-2023 from J&K Bank Business Unit Khunmoh and Call Deposit Receipt (CDR) for Rs.5,13,230 (Rupees Five Lacs Thirteen Thousand Two Hundred and Thirty only) vide No: 2669662 Dated: 29-05-2023 from J&K Bank Business Unit Khunmoh which will be released after successful, testing, commissioning of the job/expiry of defect liability period after completion of work.
7. Executive Engineer, Jal Shakti (PHE) Division, Kulgam for information and necessary action. He is directed to execute the work strictly as per the approved design, construction drawings and specifications. He shall also take all the measures for abiding strictly to quality control practices as per relevant ISI code, appropriate sections of tender documents and standard practices of engineering. He should also get the latest Sales Tax Clearance Certificate from the agency before the start of work.
8. File concerned.

PART B

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- Reference:**
- 1) AAA issued by Chief Engineer, Jal Shakti (PHE) Department, Kashmir vide order No: CE/PHE/DB/JJM/236 of 08/2022 Dt: 01-08-2022.
 - 2) AAA issued by Superintending Engineer (JSD) Hyd. Circle Anantnag/Kulgam (HQ) Anantnag vide order No: 47 DB of 2022 Dt: 08-07-2022 Dt: 08-07-2022.
 - 3) AAA issued by Chief Engineer, Jal Shakti (PHE) Department, Kashmir vide order No: CE/PHE/DB/JJM/244 of 08/2022 Dt: 31-08-2022.
 - 4) AAA issued by Superintending Engineer (JSD) Hyd. Circle Anantnag/Kulgam (HQ) Anantnag vide order No: 208 DB of 2022 Dt: 27-08-2022.
 - 5) Technical sanction issued by Chief Engineer, Jal Shakti (PHE) Department, Kashmir vide order No: CE/PHE/DB/76 of 08/2022 Dt: 25-08-2022.
 - 6) Technical sanction issued by Chief Engineer, Jal Shakti (PHE) Department, Kashmir vide order No: CE/PHE/DB/41B of 09/2022 Dt: 08-09-2022.
 - 7) Technical sanction issued by Chief Engineer, Jal Shakti (PHE) Department, Kashmir vide order No: CE/PHE/DB/214 of 08/2022 Dt: 31-08-2022.
 - 8) Technical sanction issued by Chief Engineer, Jal Shakti (PHE) Department, Kashmir vide order No: CE/PHE/DB/435 of 09/2022 Dt: 08-09-2022.
 - 9) UT Level Committee Meeting held on 01-06-2022 under chairmanship of Development Commissioner Works, PW (R&B).
 - 6) LOA issued vide this office letter No: CE/PHEK/E&T/JJM/6522-40 Dated: 24-05-2023.
 - 7) LOI issued vide this office letter No: CE/PHE/DB/8084-89 Dated: 06-06-2023.
 - 8) This office letter No: CE/PHE/DB/8439-40 Dated: 09-06-2023.
 - 9) Executive Engineer, Jal Shakti (PHE) Division Kulgam letter No: SPHE/K/2201-02 Dated: 22-07-2023.
 - 10) Superintending Engineer (JSD) Hyd. Circle Anantnag/Kulgam (HQ) Anantnag's letter No: SE/Hyd/DB/4920-21 Dated: 23-08-2023.

TERMS AND CONDITIONS:

01: Time of Completion: Time of completion for each Rapid Sand Filtration Plant shall be 120 days to run concurrently for each package and reckoned from 7th day after the issuance of formal allotment letter by the department. In the event of the contractors failing/declining/neglecting or delaying, the work shall be got executed through any other agency at the risk and cost of the original contractor.

02: Advance Payment: No mobilization advance or advance payment shall be made in favour of the contractor.

03: Agreement: The contractor shall draw an agreement with the Department within seven days from the date of issue of this allotment order. Contractor's failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the contractor and the conditions laid down in the NIT/allotment order shall hold good even before drawl of formal agreement and the contract shall be complete and binding upon the contractor.

04: Defect liability period: If during the period of six months (which shall be considered as the defect liability period) reckoned from the date of actual completion and handing over of the structure any defect is found in the work or in the part thereof which may have been caused by the bad workmanship, use of inferior material or otherwise or if in the opinion of the Chief Engineer or Engineer Incharge any repairs are required to be made in any work done, the contractor shall be liable to remove the defects or make repairs at his cost and expenses within a period of thirty days from the issue of the notice by the Engineer in charge, in the event of the failure on the part of contractor to remove these defects or make the repair within a stipulated period, The engineer in charge may get the defects removed or repairs made through other agency and cost thereof shall be recoverable from the security deposit or any amount due to the contractor. The defects or repairs shall be recoverable from the amount due to the contractor the defects or repairs shall be deemed to have been removed/made when the Chief Engineer/Engineer in charge certifies that the defects have been removed or the repairs have made to his entire satisfaction.

05: Disposing excavated material: All excavated material shall remain the property of the Department. The Contractor shall ensure that no excavated material which is suitable for and is required for re-use in the Works is transported unless so ordered by the Engineer-in-Charge.

06: This contract is being awarded for execution of Water Treatment Plant and its components on a holistic basis to the allottee. Any item of work that may have got omitted for whatever reason but required at site for functional completion of the Water Treatment Plant shall be executed by the allottee at no extra cost.

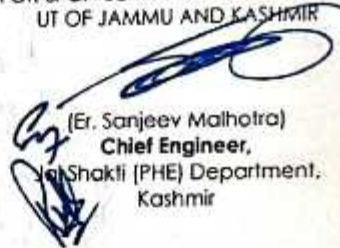
a) The method of measurement/specification of completed work for payment etc. shall be in accordance with the "Book of Specifications" published by the CPWD that forms basis for SSR in vogue.

b) All other terms and conditions shall remain same as laid down e-Nit, SBD.

07: The work is executed strictly as per approved design / drawing, specifications and JJM Guidelines. For all RCC Work: Cement of specified grade and approved brand as per specified in Design Mix/Nominal Mix confirming to IS shall have to be used as per the direction of Engineer Incharge and no other brand of cement shall be allowed to be used while reinforcing steel of sorts shall be Thermo-mechanical Traded Bars of grade as specified in approved drawings confirming to IS: 1786 the quantities for which stand included in the accompanying BOQ.

- 08: The Executive Engineer will draw the formal agreement with the contractor within 07 Days from the date of issuance of this allotment order.
- 09: The rates allotted are inclusive of all taxes applicable as per norms amended by competent authorities from time to time. Labour cess and royalties shall have to be borne by the executing agency/contractor.
- 10: The date of start of the work shall be reckoned with in 07 days from the date of issuance of this allotment order.
- 11: The execution of work shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department.
- 12: The executing agency/contractor shall be bound for satisfactory performance of the work for 18 months after the successful Commissioning of subject work and will have to make a trial run of the work for a period of 03 months to the best satisfaction of the department.
- 13: The Defective Liability Period shall be for a period of 12 Months which shall commence after the successful completion of the Trial Run.
- 14: No liability should be created on this account.
- 15: The total cost of work shall in no case exceed beyond of that indicated against each work and in no case shall exceed the combined allotted cost indicated as per this allotment order.
- 16: The circular instructions issued by Chief Engineer Kashmir, Jai Shakti (PHE) Department *strictly* from time to time regarding use of MS flanges be adhered to.
- 17: In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk and cost of the contractor & the excess cost if involved shall be recovered from the contractor and strict action as warranted under contractual obligation shall be taken against the defaulter.
- 18: Geo Tagged Photographic evidences of the work; pre-execution, during execution and post execution should be maintained by the agency on his own expenses.
- 19: The executing agency/contractor must execute the work as per the requirements/specifications detailed in the relevant/applicable IS codes.
- 20: The tests for concrete and allied materials shall have to be carried out at reputed institute as per directions of Engineer in-charge and the charges for the same shall have to be borne by the executing agency/contractor.
- 21: All Environmental norms, labour laws and all other guidelines issued by competent authorities shall be followed in letter and spirit.
- 22: Any of the pipe material procured/supplied by the agency shall have to be get verified by the competent authority before utilizing the same at site.
- All other terms & conditions as laid down in the standard bidding document/eNIT, PWD form-25, GFR-2017 and manual of procurement of works 2022 shall remain in force.**

SIGNED FOR & ON BEHALF OF THE LT. GOVERNOR OF
UT OF JAMMU AND KASHMIR


(Er. Sanjeev Malhotra)
Chief Engineer,
Jai Shakti (PHE) Department,
Kashmir