



Office Of The Executive Engineer Jal Shakti (PHE) Deptt.

Ground Water Division Srinagar

Baghi-Ali-Mardan, Nowshara Srinagar.

E-mail: - phcgwd@yahoo.com,

Tel./ Fax No:- 0194-2411285



Name of Agency/ Firm

M/S Attar Brothers,

Prop: Shri. Zaffar Iqbal Attar,

S/o: Mohammad Abdullah Attar,

R/o: Qamarwari, Srinagar.

Reg. No: PHE/PS/17/2012

Cell No: 7016273545

e-mail: zaffarattar@gmail.com

Advertised Cost : Rs. 09.45 lacs.

Allotted Cost : Rs. 9,43,920/-

Major Head : UT Capex Budget
(Regular) 2023-24

Time of Completion : 21 Days

Allotment Order No: JS-PHE/GWDS/ 52 of 2023-24DATED: 09.12.23.

Subject : Allotment for Construction of 03 No. 125 mm machine drilled hand pumps wells in District Kulgam under UT CAPEX Budget (Regular) 2023-24.

Reference : 1). Two (02) No of Sites, in the first instance, i.e. Bore Well at Fruit Mandi Kulgam & Bore Well at Lammer) identified by the office of District Development Commissioner Kulgam vide letter no: DDCK/PHE/2023/6889-95, Dated: 20-11-2023.

2). Your tender in response to this office e-NIT NO. PHE/GWD/26 of 2023-24, issued vide edstt. No:-JS-PHE/GWDS/Corrs./4605-4626, dated: 26-09-2023 under Tender I.D No: No: Tender ID: 2023_PHE_231510_7.

3). Accord of Administrative Approval issued by Superintending Engineer Jal Shakti (PHE) Mechanical Circle North Srinagar's Vide Order No: SC/PHE/MCN-04 of 09/2023, Dated: 22-09-2023.

Dear Sir,

For and on behalf of Lieutenant Governor of Jammu and Kashmir, the contract for Construction of 03 No. 125 mm machine drilled hand pumps wells in District Kulgam is allotted to you on quoted rates with the contract value of Rs. 9, 43, 920/- (Rupees: Nine Lacs Forty Three Thousand Nine Hundred & Twenty Only) on the following rates, terms and conditions as already accepted by you:-

S.No	Items of NIT	Unit	Qty	Rate	Amount
1.	Drilling/Boring of 125 mm diameter Tubewell by Air Rotary Drilling Rig Unit suitable for lowering of MS casing of 125mm diameter in suitably drilled bore hole as per specifications laid down in IS 2800 (Part-I) with upto date amendments encountered. The job is to be done in all kinds of soils, boulder, rocks, collapsible strata, saturated soils, artisan conditions by ODEX/DTH attachments and exploration of ground water by tapping sufficient aquifer zones, including collecting samples from different strata after every 10-feet in transparent containers/boxes for proper visualisation/inspection, then preparing and submitting of strata chart/ bore log and Job card. The job includes the cost shifting of drilling accessories, tools, bits, casing shoe, consumables like fuel, lubricants, skilled and unskilled labours and other unforeseen items. The job also includes Development of Tube well with backwash method with air compressor unit of required capacity with suitable arrangements till well is thoroughly developed in all respects as per the directions of site engineer. (60 Mtr Each)	Mtr	180	Rs.2500.00	Rs. 4,50,000.00

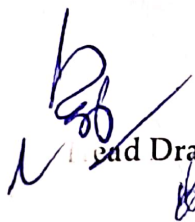
Head Draftsman

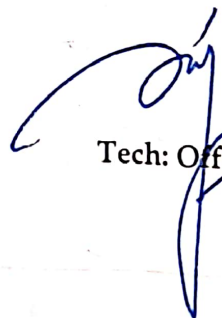
Technical Officer

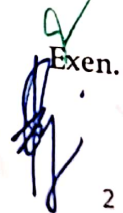
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2	Supplying, assembling, lowering and fixing in vertical position in bore well, ERW (Electric Resistance Welded) Fe 410 mild steel screws or socketed/plain ended 125mm nominal Dia (MS 125mm) Casing pipe conforming to IS :4270:2001 with upto date amendments of reputed & approved make, including painting of outside surface with two coats of anticorrosive paint of approved brand and manufacture, including required transportation, hire & labour charges, fitting/ welding and accessories, all complete for all depths, as per direction of Engineer-in-charge. The casing pipe is to be slotted as per the site requirement and as directed by site engineer. (60 Mtr Each)	Mtr	180	Rs.21,44.00	Rs. 3,85,920.00
3	Providing, Fitting, Lowering, Testing and Commissioning of INDIA Mark II ISI Marked Hand Pump Complete set to be lowered in the well conforming to IS: 15500: Part 2: 2004 (with latest revisions/amendments) consisting of 08 to 10 Nos. connecting rods electro galvanized (each 3 M long) and 08 to 10 no's each 3 M long 32 mm dia. GI Pipes (B-Class) one end fitted with GI Socket made of seamless pipe or solid bar and other end threaded with threaded protector as riser pipes along with cylinder Assembly, head, handle assembly, front cover, handle, axle, washers, nuts/bolts etc. The minimum submergence of the cylinder in water shall not be less than 20 feet and the number of connecting rods and the risers shall depend on the drilling depth of the well and static water level. Job also includes cost on account of carriage of men and material, tools & tackles, Chain pulley block, Tripod Stand etc required for the complete Job and till the well is not fitted with the Handpump Assembly the well should be properly capped and shall be the responsibility of the Work Executing Firm. (01 Job Each)	Job	03	Rs.30,000.00	Rs. 90,000.00
4	Providing/Laying of Plain Cement Concrete block of size 4ft×4ft×1ft in 1:3:6 mix (M15) to give adequate strength to act as a sanitary block for the well and to grout the hand pump assembly in order to make it robust to resist shock load observed while pumping. The job includes Providing/laying of PCC edges of 4"×4" in 1:3:6 mix over the perimeter length and P/L of cement plaster in 1:4 mix to the above block to give aesthetically good appearance as per site requirement. Cost on account of shuttering, strutting, centring, curing etc. is included in the scope of work. In case the suitable space for the above specification is not available, the surface area is to be adjusted accordingly in the shape of Circle/Square/Rectangle or as per site shape available. (01 Job Each)	Job	03	Rs.6,000.00	Rs. 18,000.00
TOTAL (Rupees:Nine Lacs Forty Three Thousand Nine Hundred & Twenty Only)					Rs. 9, 43, 920.00


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TERMS AND CONDITIONS:

- **Allotment:** is meant for drilling of Hand Pump which shall be executed entirely for the community use and not for individuals.
- **Agreement:** This allotment is subject to the condition that the firm shall execute an agreement within the completion period of work & the payment shall be released only after execution of the same by the agency/ firm and acceptance thereof by the department, failing which the said allotment would be recommended for cancelation and the tenders would be floated afresh.
- **The identified spot:** of Hand Pumps shall be free from all encumbrances of compensation and employment demand.
- **Location of Hand Pumps:** Wells shall be identified by the Executive Engineers of the concerned Civil Division after ensuring that the identified area is not getting piped water supply or shall be enlisted in demand after NC status available in Divisional Office.
- **Completion period:** The work will be completed within 21 days from the date of issuance of allotment order.
- **Litho-logy of the Tube Well:** In order to establish the exact lithology of the bored well, the samples after every change in the lithology is to be noted and recorded on the job card provided by the department and collected in a sample box for ready reference of the officers. Moreover, the Drilling Job Card (D.J.C) will be provided by the department to record some important parameters related to the well which should reach the office of the Assistant Executive Engineer on the completion of the drilling. (Even if the hand pump is not installed).

Note: No bill will be entertained without the requisite details in following job card.

DRILLING JOB CARD (DJC)

Geo-graphical Co-ordinates of well location. 1) Longitudes. 2) Latitude	
Name of the Habitation	
Name of Village.	
Name of Panchayat	
Name of Block	
Name of Constituency	
Name of District	
Date of Start of Drilling	
Date of Completion of drilling	
Date of installation of Hand pump	
No. of Risers/Connecting Rods	

S. NO	DRILLING DEPTH (IN FEET)		STRATA DETAILS	CASING LOWERED	SIG. OF J.E
	FROM	TO			
1.	G.L				
2.					

- **Depth of Drilling/Discharge of the well:**

The depth of drilling of hand pumps shall be normally 60 meters at an average BGL. The depth of the drilling under normal Geological conditions is dictated by availability of potable water @ 17 liters/ minute of hand pump. In no case is the maximum drilling depth is to be construed mandatory despite availability of copious discharge at lesser depth.

Note: In case the no discharge is found at the desired drilled depth, the well shall be declared failed.

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- **Selection of site:** The designated site for construction of the hand pump well shall be conv. departmental Junior Engineer to the contracted agency. The deployment of the Rig unit shall be as per the instructions of the Junior Engineer thereof. No deviations of instructions there-in shall be entertained and in case of a dispute arising thereof between the firm and the departmental representative, the firm shall render itself liable for punitive action comprising of termination of the contract. The Junior Engineer shall however, base his decision on selection of site purely on hydro-geological parameters and need basis factoring in the recommendations of established public representative/village heads. In no case shall the firm exercise its discretion in selection of site for the hand pump wells by ignoring the instructions of the concerned Junior Engineer which shall result in debarring/blacklisting of the firm.
 - **The Hands Pump Well:** Duly constructed, installed and tested to the entire satisfaction of the department shall be successfully commissioned and handed over to the authorized representatives of the Department.
 - **Defects Liability Period:** The defects liability period shall be a period of 06 months which shall commence after the successful completion of trial run, the bidder shall be responsible to make good the defects and replace the defective parts in full or partly as per directions of site engineer at his own expense of the firm any defect in works which is noticed during the DLP. In case any defect remains un-attended by the firm at the completion of DLP, the department may extend DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 07 months.
 - **Earnest Money:** The earnest money enclosed with the tender in the shape of CDR No: 3410734 dated: 09-11-2023 for an amount of Rs. 47,000/= pledged to the Executive Engineer, (JAL SHAKTI) PHE Ground Water Division, Srinagar is adjusted towards performance security will be released in favour of the firm after successful completion of the job.
 - **Terms of payment:** Subject to availability of funds 90% payment shall be released after successful completion of well as per the specifications laid only after verification from concerned Assistant Ex. Engineer, and Balance 10% shall be released after defect liability period.
 - **Failure to execute the work:** In case the firm/agency fails to execute the job as per the terms and conditions of allotment order/NIT the earnest money deposited shall be forfeited.
Note: The earnest money is to be treated as security deposit and shall be released only after successful completion of the contract.
 - **Contractor dying, becoming insolvent or imprisoned:** In the event of the death or insanity or insolvency or imprisonment of the contractor or where the contractor 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.
 - **Suspension of the works by the Contractor:** In case of the Firm/Agency failing to execute the job the department has the right to get the work executed through some other firm/agency or of its own at the risk and cost of the defaulters.
 - **Pollution of the air:** Especially, excessive noise, the lighting of open fires, release of dust and other materials from open vehicles, e.g soil (preferably by covering all such vehicles), and poor quality exhaust emissions from mechanical plant, the pollution of the ground water resources and water reservoirs, especially the spillage of fuel and other polluting materials, careless disposal of solid waste, the puncturing of drains and drain connections, etc. are all not permitted at the site of work and are punishable in accordance with the PCB Norms.
 - **Advance Mobilization Loan and Price Escalation:** No mobilization advance and no price escalation will be granted.

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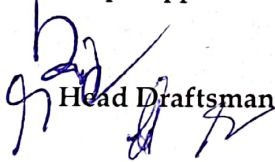
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- **Water & Power Charges:** The supply of water and electric power during construction is the responsibility of the contractor at his own expense. However, if either electric power or water is made available by PHED, then the costs of such electric power or water will be recovered by PHED from the contractor at the rates prevailing at the time.
 - **Safety of Govt. infrastructures:** The contractor should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the contractor. Failing to attend immediately, the same will be got done by the Department at the cost risk of the contractor.
 - **Accident:** On the occurrence of an accident which results in the death of any of the worker employed by the contractor or which is so serious as to be likely to result in the death of any such worker, the contractor shall, within 12 hours of the happening of such accident, intimate in writing to the concerned Assistant Executive Engineer of the Sub Division, the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident. In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as a principal it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the contractor such sum or sums of money as may in the opinion of the said Engineer-in-charge, be sufficient to meet such liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.
 - **First Aids:** The contractor shall maintain a basic set of first aid supplies in a readily accessible place on the site under the care of a responsible person who shall be readily available at all times of work on the site. The supplies shall include first aid appliances and adequate supplies of antiseptics, sterilized dressings and sterilized cotton wool etc.
 - **Contractors risk and insurance:** All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance.
 - **Dispute:** In case of any dispute or difference arising at any time between the contractor/ Agency Agency / Firm and the Department the same shall be referred to the Govt. of J&K Jal Shakti (PHE / I & FC) Deptt. for arbitration and the decision of the arbitrator to be nominated by the Govt. shall be final and binding on both the parties. The contractor/ Agency / Firm shall further be subject to the jurisdiction of Jammu and Kashmir Courts at Srinagar Kashmir only).
 - **Penalty Clause:** In the case the contractor/ Agency / Firm failing, declining, neglecting or delaying execution of work in time and in the event of any damage occurring/being caused or in the event of any default or failure contractor/ Agency / Firm in complying with any terms and conditions of the contract, the department shall without prejudice to any other remedy available to it under the law for the time being in force:
 - a) Terminate the contract after 10 days' notice. and /or
 - b) Recover the amount of loss caused by damage/failure or
 - c) Impose a penalty 0.5% per week subject to a maximum of 10%.
 - d) Forfeit the earnest money deposit/security deposits.
 - e) Debarring the contract for a period of 1 year.

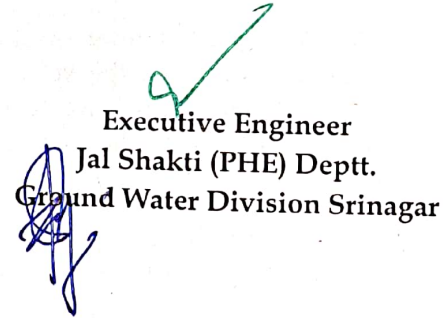
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- **Taxes and duties:** The allotted rates are inclusive of all taxes/levies whatsoever applicable and including of GST.
- **No Payment:** shall be made to the agency till the agency produces their GST No.
- **Before/after execution:** The firm shall have to take Geo-Tag photographs of the site of each Hand Pump well before execution, during execution and after execution of work with same back ground mentioning the dates.
- **Force majeure:**
Will be applicable for the events that are beyond the control of the Authority and Contractor/ Agency/ Firm, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - a. Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods).
 - b. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo.
 - c. Rebellion, revolution, insurrection, or military or usurped power, or civil war.
 - d. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - e. Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors or acts or threats of terrorism.
- **General:**
All other terms and conditions shall remain same as laid down in the above referred and PWD Form No.24 (Double) & in the e-NIT No26 of 2023-24.

Rates /Quantities/

Checked as per approved Comparative Statement


Head Draftsman


Executive Engineer
Jal Shakti (PHE) Deptt.
Ground Water Division Srinagar

No: JS-PHE/GWD/Corrs./7895-7903

Dated: 09.12.23

Copy to the:-

01. Chief Engineer Kashmir (Jal Shakti) PHE Deptt. Srinagar for kind information, please.
02. District Development Commissioner Kulgam for favour of information, please.
03. Superintending Engineer (Jal Shakti) PHE Mechanical Circle North Srinagar for favour of information.
04. Executive Engineer Jal Shakti (PHE) Division _____ for favour of information.
05. Assistant Executive Engineer (Jal Shakti) PHE Drilling Sub-Division 2nd for information.
- 06-08. H.A/ Head Draftsman/Assistant Accounts Officer divisional office for information.
09. File concerned.