OFFICE OF THE ENGINEER JAL SHAKTI PHE (HYD) DIVISION BANDIPORE

Construction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant and Construction RCC Service Reservoir with sluice chamber, construction of PST, chain link fencing, intake collection chamber WSS Nagistan Surbal.

This office E-NIT No 05-PHE/Hyd/Bpr of 2022-23 issued under endorsement No PHE/Hyd/Bpr/408-18 dated 18/04/2022.

Revised District Action Plan of District Bandipore approved by DJJM vide No DDCB/BPR/2022/2056 2.

Minutes of Meeting held with District Development Commissioner Bandipore (Chairman DDJM) on 3. 04/07/2022 minutes issued vide order No 154-DDCB of 2022 dated 28/07/2022 issued under endorsement No DDCB/JJM/2022-23/2279-82 dated 28/07/2022

4. Amendment in operational guidelines for the implementation of Jal Jeevan Mission issued by NJJM, DDW&S Ministry of Jal Shakti GOI vide F. No W-11016/10/2022-JJM-IV-DDWS Dated 21/06/2022

Modus operandi communicated by Chief Engineer Jal Shakti PHE Kashmir vide Circular No 5. CE/PHE/MC/DB/13745-83 Dated 26/07/2022

Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore's Authorization No SE/Hyd/DB/4901-14 6. dated 29/07/2022

Letter of intent issued vide this office No PHE/Hyd/Bpr/JJM/3562-75 dated 30/07/2022

Administrative Approval Accorded by Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore vide order No 60/SE/Hyd/DB/JJM of 2022-2023 dated 24/09/2022 issued endorsement No SE/Hyd/DB/8165-70 dated 24/09/2022.

Technical Sanction issued by Chief Engineer Jal Shakti (PHE) Department Kashmir's Order No CE/PHE/DB/743 of 11/2022 Dated 16/11/2022 issued under endorsement No CE/PHE/DB/30160-66 dated 16/11/2022.

Executive Engineer

PHE (Hyd) Division

4 Bandipore

ORDER NO. PHE/HYD/BPR/____OF 2022-2023 DATED: 2// /2/2022

Major Head of Account: JAL JEEVAN MISSION

Advertised Cost: Rs.57.54 Lacs Allotted Cost: Rs.58,68,704.00 Time of Completion: 90 Days (GST No: -01CBGPM5024B1ZF)

For and on behalf of the Lieutenant Governor of Union Territory of Jammu and Kashmir, contract for the work "Construction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant and 0.15 Lac gallon RCC Service Reservoir with sluice chamber, construction of PST, chain link fencing, intake/ collection chamber WSS Nagistan Surbal" is hereby fixed with Sh. Tariq Mohd Mir S/o Gh. Mohd Mir R/o Gulab Bagh Pattermulla Tehsil Lar District Ganderbal bearing Regd No CE/UEED/AAY/Civil/11/2017-18, on the allotted cost of Rs.58,68,704.00 (Rupees Fifty-Eight Lac Sixty Eight Thousand Seven Hundred Four only) on the rates quoted and subsequently negotiated / accepted by bidder on percentage basis as per the Annexure "A" of this allotment order standard terms and conditions as laid down in Annexure "B" of this allotment and Detailed E-NIT and SBD. with the

Technical Officer

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No: - PHE/Hyd/Bpr/CC/ 88515-53 Dt: - 5 / 12 /2022 Copy to the: 12

Chief Engineer Jal Shakti PHE Department Srinagar for favour of information.

District Development Commissioner Bandipore (Chairman DJJM) for favour of information.

Additional District Development Commissioner Bandipore (Member DJJM) for favour of information.

04. Superintending Engineer Hydraulic Circle Bla/ Bpr H.Q Sopore (Member Secretary DJJM) for favour of information. 05.

Assistant Commissioner Development Bandipore (Member DJJM) for favour of information.

Divisional Forest Officer Bandipore (Member DJJM) for favour of information.

Chief Planning Officer Bandipore (Member DJJM) for favour of information.

Chief Medical Officer Bandipore (Member DJJM) for favour of information. Chief Education Officer Bandipore (Member DJJM) for favour of information.

District Social Welfare Officer Bandipore/District Tribal Welfare Officer Bandipore (Member DJJM) for favour of information.

District Information Officer Bandipore (Member DJJM) for favour of information.

Assistant Executive Engineer PHE Sub-Division Bandipore for information.

WAPCOS Bandipore for information.

Sh. Tariq Mohd Mir S/o Gh. Mohd Mir R/o Gulab Bagh Pattermulla Tehsil Lar District Ganderbal for information

OFFICE OF THE

"A" TO ALLOTMENT Order No. __PHE/HYD/BPR/2022-23 Dated 21 / 12/2022

"Construction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant and 0.15lac Gallon Capacity RCC service reservoir with sluice chamber, construction of PST, chainlink fencing , intake/ collection chamber for WSS Nagistan Surbal "

Adv. Cost :-57.54 lacs Allotted Cost :- 5868704.00

1	Particulars	Qiy.	Unit	Rate	Amount
No.	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 including disposal by Engineer in Charge All Linds of call				
1	upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil	49.860	Cum	539.350	26891.99
11	Ordinary or hard rock	21.370	Cum	855.650	18285.24
1.1	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-	322.940	Cum	188.750	60954.93
2	Charge. All kinds of soil		Cum	378.350	52363.64
2.1	Ordinary Rock	138.400	Com	37 0.000	
	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				3483.33
		13.820	- Cum	252.050	2166.70
3	metres:	4.610	Cum	470.000	2166.70
3.1	Ordinary or hard rock Extra for every additional lift of 1.5 m or part thereof in excavation/banking	15.920	Cum	81.650	1299.87
4	excavated or stacked material : All kinds of soil :	53.280	Cúm	146.450	7802.86
4.1	Ordinary or hard rock Providing and laying of filter media (Gravel & sand) of required grade as per directions of engineer incharge incld all sort of carraige	48.560	Cum	7000.000	339920.00
5	Providing & laying Baramulla stones of approved size and texture	33.200	sqm	1800.000	59760.00
6	incld all sorts of carraige complete	20.000	Maz	600.000	12000.00
. 7	Removal of surface boulders by manual means 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	238.010	Cum	198.700	47292.59
8	watering, lead upto 50 m and lift upto 1.5 m	33.530	Cum	816.400	27373.89
9	Providing & laying stone soling in horizontal on level. 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		5.	4861.840	117802.38
10	graded stone aggregate 40 mm nominal size)	24.230	Cum	4601.040	
	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 levels			- B	
	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20	37.810	Cum	7800.760	294946.74
11	mm nominal size) 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. 1:11/2:3 (1 cement: 11/2 coarse sand: 3 graded stone aggregate 20	i.		6	↑ 676257.10 ×
12	1:11/2:3 (1 cement: 11/2 coarse sand : 3 graded stolle aggregate and mm nominal size)	71.880	Cum	9408.140	MSX .10]

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aconstruction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant "Construction Gallon Capacity RCC service resorvoir with sluice chamber, construction of PST, chainlink and 0.13 intake/ collection chamber for WSS Nagistan Surbal " fencing for WSS Nag ed cement concrete work in beams, suspended floors, roofs slope window sills, staircases and spiral stair care. slope uplo slope window sills, staircases and spiral stair cases upto five plain curing but excluding the cost of contact plain willow but excluding the cost of centring, shuttering, and reinforcement inishing (1 cement: 1½ coarse sand: 3 graded stone aggregate 20 mm nominal size) mm nominars..., montrored cement concrete work in arches, archribs, domes, vaults 0.600 Cum 9849.350 65005.71 Reinforced Reinforced plate and roofs having slope more than 15° upto floor shells, to level including curing but excluding its property of the property of th shells, tologous including curing but excluding the cost of centering, five level finishing and reinforcement shuttering with:shuttering with-1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size) 46092.02 4.430 10404.520 Cum Providing & fixing of main hole cover 0.75 x 0.75 of standard quality with angle iron frame incld all necessary fittings complete 7000.00 2.000 3500.000 No 15 Providing & fixing of main hole cover 0.90 x 0.90 of standard quality with angle iron frame incld all necessary fittings complete 13500.00 3.000 4500.000 No 16 Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level: 1310951.81 Thermo-Mechanically Treated bars of grade Fe-500D or more 15037.30 87.180 kg 17 Structural steel work in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming 66442.07 102.140 650.500 kg coat of approved steel primer all complete Welded 18 Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming 214284.62 91.030 2354.000 kg coat of approved steel primer all complete 19 Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns etc. for mass 57218.12 262.300 218.140 sqm 20 concrete. Walls (any thickness) including attached pilasters, buttresses, plinth 245883.25 428.480 573.850 sqm and string courses etc. 19411.22 20.1 635.600 Suspended floors, roofs, landings, balconies and access platforms 30.540 sqm 7764.00 20.2 502.850 15.440 sqm Lintel, beams, plinth beams, girders, bressumers and cantilevers 75083.06 20.3 2086.800 35.980 sqm Arches, domes, vaults upto 6 m span 13190.51 20.4 114.760 114.940 sqm Extra for shuttering in circular work 471.62 20.5 52.460 8.990 sqm Extra for shuttering in circular work: foundation 3634.50 20.6 242.300 Edges of slabs and breaks in floors and walls: Under 20 cm wide 15.000 Rm 5876.50 20.7 680.150 8.640 sqm Columns, pillars, piers, abutments, posts and struts. 20.8 Providing and fixing of 50mm dia G.I half bend of standard quality 13750.00 *55*.000 250.000 No to be fixed in dome for aeration purpose 21 Providing and incorporating PGI sheets strips 0.8mm thick at 1856.00 400.000 4.640 Sqm construction joints incld. All carriages complete job 22 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 (1 cement : 3 coarse sand : 6 244698.30 5437.740 45.000 Cum graded stone aggregate 20 mm nominal size) 23 12mm Cement plaster finished with a floating coat of neat cement of 40517.81 343.750 117.870 sqm mix:1:3 (1 cement 3 sand) Providing and fixing G.I. chain link fabric fencing of required width in 24 mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of 132030.00 733.500 sqm 180.000 Engineer-incharge. Made of G.I. wire of dia 4 mm 70546.36 260.050 271.280 sqm 25 12mm Cement plaster of mix: 1:4 (1 cement: 4 fine sand) Providing and laying in position specified grade of reinforced cement 26 concrete including curing but excluding the cost of centering, shuttering, finishing and reinforcement. All works upto plinth level: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm 6769.32 6978.680 Cum 0.970 nominal size) Executive Engineer 27

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"Construction including successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant and 0.15lac Gallon Capacity RCC service resorvoir with sluice chamber, construction of PST, chainlink fencing, intake/collection chamber for WSS Nagistan Surbal"

Fencing		fencing, Inflake, concrete in rotaining and Surbal "						
### State of the control of the cont		and laying certain contacts in relating walls, return walls,						
### Providing and mixing of water proofing material or equivalent for Stock work Carraige of materials from source to road site of work including loading, unloading and stacking:- Stone / 33.3 sond for an av lead of 50 km 33.4 cement for an av lead of 50 km 33.5 steef for an av lead of 50 km 33.5 steef for an av lead of 12 km 34.5 Steef Carraige of materials from road site to site of work by monual labour including lading, unloading and stacking for an av lead of 12 km 34.5 Steef Carraige of materials from road site to site of work by monual labour including lading, unloading and stacking for an av lead of 50 km 33.5 steef for an av lead of 12 km 34.6 Cement 3.6 Cement concrete complete job 1.3 6 Cement concrete complete job 1.5 Conc. 1					1			
### Providing and mixing of CI sluice valve with cap including all accessories like must, botts rubber insertion et and to file and fil		als pillots, I delege and the delig courses,		1	İ			
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19 19 19 19 19 19 19 19				1	1	1		
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Pointing with aluminum point of approved brand and manufacture to give not even shade. Two or more coats on new work 189,800 189,800 3qm 28,900 22662.12 30 7 7 7 7 7 7 7 7 7		6 gradeu siming coat:- With ready mixed red oxide 7:00 CI	0.000	Cum	7289.190	0.00		
19.800 19.800 19.800 343.12 28.900 34.900.000 32.900.000		Applying of approved brand and manufacture on steel work (second						
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19.400 22662.12 19.400 22662.12 2.000 2.00	1	Painting with aluminum paint of approved brand and manufacture to	107.000	30,11	20.700			
30 on even shade. Iwo or more coats on new work 189.800 sqm 119.400 22602.12	r	give			1	***********		
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Kirloskar make including successful testing and commissioning. 100mm 5.000 No 45000.000 225000.00	1/3	Providing and fixing of Ci stoice valve with cap including all						
31 dia	1	accessories like nurs, bolts rubber insertion etc and tail pieces of			1			
31 All 10 10 10 10 10 10 10	/		5.000		45000.000	225000.00		
Section Sect	31		5.000	No	45000.000	2005		
Carraige of materials from source to road site of work including loading , unloading and stacking: Stone / stone soling for an av lead of 18 km 21.790 Cum 761.254 16587.72	T		515 190	ka	50,000	25759.00		
loading , unloading and stacking:- Stone / stone soling for an av lead of 18 km 33.530	32		313,180	kg_	30.000	,		
33. lead of 18 km 33.530		loading unloading and stacking: Stone / stone soling for an av						
33.1 40mm aggregate for an av lead of 50 km 21.790 Cum 761.254 16587.72 33.2 20mm aggregate for an av lead of 50 km 236.430 Cum 700.373 165589.19 33.3 sand for an av lead of 50 km 147.920 Cum 700.373 103599.17 33.4 cement for an av lead of 12 km 127.620 MT 271.251 34617.05 33.5 steel for an av lead of 12 km 17.790 MT 271.251 4825.56 Carraige of materials from road site to site of work by manual labour including loading , unloading and stacking for an av lead of 1300 Mtrs. Stone / stone soling 33.530 Cum 1591.002 53346.30 34.1 40mm aggregate 21.790 Cum 1462.018 31857.37 34.2 20mm aggregate 236.430 Cum 1352.423 319753.37 34.3 sand 147.920 Cum 1352.423 200050.41 34.4 Cement 127.620 MT 715.599 91324.74 34.5 Steel 17.790 MT 1219.046 21686.83 Providing, erecting and fixing of sign board 2'6"x4" made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:36 cement concrete complete job TOTAL 5753632.30 (Allotted rate @ 2% above on all items of work) 115072.64	33	lead of 18 km	33.530	Cum	444.682	14910.19		
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33.3 sand for an av lead of 50 km 147.920 Cum 700.373 103599.17 33.4 cement for an av lead of 12 km 127.620 MT 271.251 34617.05 33.5 steel for an av lead of 12 km 17.790 MT 271.251 4825.56 Carraige of materials from road site to site of work by manual labour including loading unloading and stacking for an av lead of 1300 Mtrs. Stone stone soling 33.530 Cum 1591.002 53346.30 34.1 40mm aggregate 21.790 Cum 1462.018 31857.37 34.2 20mm aggregate 236.430 Cum 1352.423 319753.37 34.3 sand 147.920 Cum 1352.423 200050.41 34.4 Cement 127.620 MT 715.599 91324.74 34.5 Steel 17.790 MT 1219.046 21686.83 Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job 1.000 job 6000.000 6000.00 TOTAL 5753632.30 115072.64		20mm aggregate for an av lead of 50 km	236.430	Cum	700.373			
33.4 cement for an av lead of 12 km 33.5 steel for an av lead of 12 km 17.790 MT 17.790 MT 271.251 4825.56 17.790 MT 1591.002 53346.30 34.1 40mm aggregate 21.790 Cum 1462.018 31857.37 34.2 20mm aggregate 236.430 Cum 1352.423 319753.37 34.3 sand 147.920 Cum 1352.423 200050.41 34.4 Cement 34.5 Steel Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job (Allotted rate @ 2% above on all items of work)			147.920	Cum	700.373			
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Carraige of materials from road site to site of work by manual labour including loading , unloading and stacking for an av lead of 1300 Mtrs. Stone / stone soling 33.530	-			MT	271.251	4825.56		
labour including loading , unloading and stacking for an av lead of 1300 Mtrs. Stone / stone soling 33.530	- 55.0				,			
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34.2 20mm aggregate 236.430 Cum 1352.423 319753.37 34.3 sand 147.920 Cum 1352.423 200050.41 34.4 Cement 127.620 MT 715.599 91324.74 34.5 Steel 17.790 MT 1219.046 21686.83 Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job 1.000 job 6000.000 6000.00 (Allotted rate @ 2% above on all items of work)	34.1	40mm aggregate	21.790	Cum	1462.018			
34.3 sand 147.920 Cum 1352.423 200050.41 34.4 Cement 127.620 MT 715.599 91324.74 34.5 Steel 17.790 MT 1219.046 21686.83 Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job 1.000 job 6000.000 6000.00 (Allotted rate @ 2% above on all items of work)	34.2		236.430	Cum	1352.423			
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34.5 Steel Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job (Allotted rate @ 2% above on all items of work)		Cement	127.620	MT	715.599			
Providing, erecting and fixing of sign board 2'6"x4' made up of angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job (Allotted rate @ 2% above on all items of work) 1:5072.64			17.790	MT	1219.046	21686.83		
angle iron frame work 50x50x6mm with 1mm thick M.S sheet including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job 1:3:6 cement concrete complete job (Allotted rate @ 2% above on all items of work) 1:5072.64		Providing, erecting and fixing of sign board 2'6"x4' made up of						
including priming, painting and proper lettering and embeding with 1:3:6 cement concrete complete job 1:000 job 6000.000 TOTAL 5753632.30 (Allotted rate @ 2% above on all items of work)		angle iron frame work 50x50x6mm with 1mm thick M.S sheet	1			1		
35 1:3:6 cement concrete complete job 1.000 job 6000.000 6000.000 TOTAL 5753632.30 (Allotted rate @ 2% above on all items of work) 115072.64		including priming, painting and proper lettering and embeding with				5000.00		
(Allotted rate @ 2% above on all items of work) 115072.64	3 <i>5</i>		1.000	job	6000.000			
(Allotted rate @ 2% above on all items of work) 115072.64								
		(Allotted rate @ 2% above on all items of work)						

Grand Total Rs.5868704.00

(Rupees Fifty Eight Lac Sixty Eight Thousand Seven Hundred Four ony)

Executive Engineer PHE (Hyd) Division Bandipora

ANNEXURE "B"

successful testing and commissioning of 0.030 MGD Slow Sand Filtration Plant and 0.15 Lac including social states of the service Reservoir with sluice chamber, construction of PST, chain link fencing, intake/ collection was Nagistan Surbal MS AND CONDITIONS

The work shall be executed strictly as per approved design / drawing, specifications and JJM The work state and deviation or change in proposal/location is subject to the prior approval from

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

- The execution of work shall be subject to check by the third party monitoring agency (TPIQM) 03.
- No liability should be created on this account. 04.
- This letter of allotment will constitute a legal contract between the government and the 05. contractor and the conditions as laid down in the master NIT for 2022-2023 and PWD Form No. 25 (Double) will also hold good even before the drawl of an agreement between the
- That the date of start of the work shall be reckoned within two days from the date of issue of 06. Letter of Intent issued vide this office No PHE/Hyd/Bpr/JJM/3562-75 dated 30/07/2022 and in case of delay on the part of the contractor in execution of the work within stipulated time of completion a penalty upto 10% of contract value shall be imposed upon him. 07.
- The total amount of work should not exceed Rs.58,68,704.00 in any case.
- 08. The bidder shall furnish a performance security equivalent to 03% of the value of the contract within one week of the issuance of allotment order in the shape of CDR/FDR/Bank Guarantee, valid for a period of 24 Months, which shall be released after successful fulfilment of the laid down conditions in SDB/E-NIT.
- In case the contractor fails to execute the work, the work shall be put to fresh tenders on the risk 09. 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
- The time of completion of the work is reckoned 90 Days (Ninety Days) as per the condition 10. laid down in the e-NIT.
- 11. The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm to remove the defect, the department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting
- After testing and commissioning of work, the bidder will have to make a trial run of 12. 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
- 13. 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
- In the event of allottee failing, declining, neglecting or delaying the supplies / works 14. 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

any other remedies available to it under any law for the time ing enforce in the UT: ing entorice the contract after 15 days' notice and/or

Recover the amount of loss caused by damage, failure or default, as

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

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

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 16.

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 17.

The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allotee 18.

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

19.

The bidder shall not sublet the whole or part of the work. The bidder shall not assign the work or any part thereof or any benefit or any interest thereon or any claim arising of the contract, without prior written consent of the allotting authority 20.

- From the commencement of the work to the completion thereof the same shall be under the bidder's 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
- The bidder shall make his own arrangements for the engagement of all types of 21. the labour, required for the execution of the job. No workman below the age of 18 years shall be employed on the works. Also the bidder shall comply with the provisions of all labour laws and the rules framed there under
- 22. The bidder shall at his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at sites till its erection/completion. For the purpose the bidder shall, with the approval of Engineer in charge construct temporary storage accommodation for equipment/ material at site for which land shall be provided by the department near the site of work
- The bidder shall in connection with the work provide and maintain at his own cost all 23. lights, guards, fencing and watching, when and where necessary or required by the

partment for the protection of the work or safety and convenience of the Public etc partment firm shall make his own arrangement, at his own cost, for all lines, bidder/firm shall make his own arrangement, at his own cost, for all lines, for all power points, etc. to the machinery and plant required by him for the string and commissioning of the equipment ordered on him. The bidder for all electrical energy consumed by him for this purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the bidder/firm directly to the Power Corporation and the bidder's final bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division.

The Division shall not be responsible, and the bidder shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The bidder/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc

25. Forfeit the performance security and blacklist the firm

26. Geo Tagged Photographic evidences of the work; pre-execution, during execution and post execution should be maintained by the agency on his own expenses

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

28. 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

29. All Environmental norms, labour laws and all other guidelines issued by competent

authorities shall be followed in letter and spirit

30. The payment of work shall be made as and when the funds are available to the tune within available provision of DPR by the competent authority under the proper scheme/ account head.

- 31. As soon as letter of award is communicated to the firm, the contract shall be complete and binding upon them, the bidder/firm shall also be required to execute an agreement with the competent authority within seven days from the date of issue of letter of award. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the letter of award in favour of successful firm.
- 32. Nothing shall be paid to the contractor on account of dewatering/diversion even if involved at site of work.
- 33. If the Contractor have not start the work within 15 days of issuance of this letter of intent, the contract shall be cancelled at the risk and cost of contactor without serving any notice. The Assistant Ex. Engineer concerned shall intimate this office regarding the same.

34. All other terms and conditions as laid down in Master E-NIT, Tender documents and

PWD form 25 shall remain in force.

Technical Officer

Executive Engineer
PHE (Hyd) Division
Bandipore