

Government Jammu Kashmir (UT)					
Office of the Executive Engineer Jal Shakti Department PHE Division, Shopian.					
Email :-xenpheshopian@yahoo.in& xenpheshopain@gmail.com Phone /fax:- 01933- 260248/260284.					
Allotment Order No: 25 of 2024 dated: 08/2024					
Name: -	Rayees Ahmad Mir S/o Sanaullah Mir R/o Litter Pulwama, J&K				
Regd. No.	SE(R&B)SB-B-1422 of 2019-20				
email ID:		Phone No.	9906485282		
GSTN:	01BXEPM3184K1ZH	PAN	BXEPM3184K		
		Advertised Cost	Rs. 1973488.00 ✓		
		Allotted Cost	Rs.1761141.00 ✓		
Allotment Order No: of 2024 dated: /08/2024					
Subject:-	Balance Work for WSS Manzimpura under JJM				
References:	1. This Office E-NIT S. No.06/JSDS of 2024-25 Dated:-25.07.2024 (item 1) ✓ 2. Accord of Administrative Approval Order No:-SE/HYD/Spn/DB/12 of 07/2024 Dt:-08.07.2024 issued by Superintending Engineer Hydraulic Circle Shopian/ Pulwama (H.Q) Shopian vide No. SE/HYD/Spn/DB/1104-1113 Dt:-08.07.2024 ✓ 3.Minutes of meeting DJJM Shopian held on 14.08.2024. ✓ 4.Technical sanction ORDER No. -CE/PHE/DB/1027 of 07/2024 DT:-10.07.2024 issued by Chief Engineer Jal Shakti (PHE) Department Kashmir vide No.CE/PHE/DB/9401-11 DT:10.07.2024. ✓				
For & on behalf of Lt. Governor of J&K , contract for above mentioned job is here by fixed with you on your following quoted rates, terms & conditions:-					
Sl.No	Description of Work / Item(s)	Qty	Units	Rate	Amount
1	Earth work in excavation by manual/mechanical means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed:All kinds of soil :1 meter from cutting edge.				
2	By mechanical means	27	CUM	₹ 252.05 ✓	₹ 6,805.35
3	By manual means	63	CUM	₹ 436.00 ✓	₹ 27,468.00
4	Providing and laying of dry stones soling tightly hand packed.	14.88	CUM	₹ 616.40 ✓	₹ 9,172.03
5	Providing ,supplying ,lowering,laying,jointing ,hydraulic testing and commissioning of PE -100,PN-10 HDPE Pipes in standard lenghts conforming to IS:4984/1415/12786/13488-1 with necessary joining material and all kinds of pipe specials including transportation,Freight charges,inspection charges loading unloading charges,conveying to departmental store,joining procedure as per relevent IS Code complete with materials for jointing procedure with all labours as directed by Engineer In Charge as per IS 7634-Part -2 Hydraulic testing to specified pressures(including cost of all materials labour and water/for specified lenghts inclusive of all kinds of taxes and carriage complete				₹ 0.00
6	25 mm dia HDPE pipe	500	mtr	₹ 63.33 ✓	₹ 31,665.00
7	20mm dia HDPE pipe	500	mtr	₹ 57.49 ✓	₹ 28,745.00
8	Demolishing cement concrete manually/by mechanical means including disposal of material within 50 meters lead as per direction of Engineer-incharge: 1:3:6 or richer mix (i/c equivalent design mix)	3.38	cum	₹ 1,569.20 ✓	₹ 5,303.90

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9	Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centring and shuttering. All work upto plinth level with:1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	6.44	cum	₹ 4,861.84	₹ 31,310.22
10	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)	11.07	cum	₹ 7,800.76	₹ 86,354.41
11	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).	22.34	cum	₹ 9,408.14	₹ 2,10,177.74
12	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15°, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto five level including curing but excluding the cost of centring, shuttering, finishing and reinforcement with: 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	4.55	cum	₹ 9,849.35	₹ 44,814.52
13	Dry random rubble masonry with hard stone in foundation and plinth:With bond stone.	9.93	cum	₹ 2,497.50	₹ 24,800.18
14	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)	100	kg	₹ 57.90	₹ 5,790.00
15	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 meters lead.	45	Sqm	₹ 81.65	₹ 3,674.25
16	Dismantling manually/ mechanically including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge: Bituminous road.	9	Sqm	₹ 278.25	₹ 2,504.25
17	Earth work in bulk excavation by manual/ mechanical means (hydraulic excavator) over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m ² 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 :				₹ 0.00
18	By mechanical means	127	cum	₹ 188.75	₹ 23,971.25
19	By manual means	16.37	cum	₹ 539.35	₹ 8,829.16
20	Extra for every additional lift of 1.5 m or part thereof in excavation/banking excavated or stacked material :All kinds of soil	82.42	cum	₹ 81.65	₹ 6,729.59
21	Brick work with Common burnt clay F.P.S bricks of class designation 75 in foundation and plinth in 1:6 CM.	6.32	cum	₹ 6,183.75	₹ 39,081.30
22	Providing and fixing glazed shutters for doors, windows and clerestory windows using 4mm thick float glass panes including ISI marked M.S. pressed butt hinges bright finished of required size with necessary screws. Second class Kail wood (35 mm thick)	12.55	sqm	₹ 3,338.05	₹ 41,892.53
23	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows fixing with butt hinges of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-in-charge. (Note: -Butt hinges and necessary screws shall be paid separately). Second kail wood (35 mm thick)	4.93	sqm	₹ 3,093.80	₹ 15,252.43

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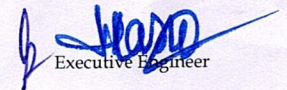
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24	Providing and fixing wire gauze shutters using galvanized M.S. wire gauze of average width for aperture 1.4 mm in both directions with wire of dia. 0.63 mm for doors, windows and clerestory windows with ISI marked M.S. pressed butt hinges bright finished of required size with necessary screws as per direction of Engineer-in-charge : Second kail wood (35 mm thick)	8.55	sqm	₹ 3,651.62	₹ 31,221.35
25	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15°, landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto five level including curing but excluding the cost of centring, shuttering, finishing and reinforcement with: 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	1.08	cum	₹ 9,849.35	₹ 10,637.29
26	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 graded stone aggregate 20 mm nominal size).	9.9	cum	₹ 5,437.00	₹ 53,826.30
27	Cement concrete flooring 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry and curing complete, but excluding the cost of nosing of steps etc. complete. 50 mm thick with 20mm nominal size stone aggregate.	44.63	sqm	₹ 505.00	₹ 22,538.15
28	12mm Cement plaster cement of mix:1 : 4 (1 cement :4 sand)	154.04	sqm	₹ 260.05	₹ 40,058.10
29	12 mm cement plaster finished with a floating coat of neat cement of mix 1:3 (1 cement : 3 fine sand)	19.61	sqm	₹ 343.75	₹ 6,740.94
30	Providing and fixing 1st quality ceramic glazed floor tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	33.06	sqm	₹ 1,052.25	₹ 34,787.39
31	Providing & fixing White vitreous china water closet squatting pan(Indian type) along with "S" or "P" trap including dismantling of old WC seat and "S" or "P" trap at site complete with all operations including all necessary materials, labour and disposal of dismantled material i/c malba, all complete as per the direction of Engineer-in charge. Orissa pattern W.C Pan of size 580x440 mm	1	No	₹ 3,690.25	₹ 3,690.25
32	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per I.S. 13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required :610x510mm bowl depth 200mm	1	No	₹ 4,575.20	₹ 4,575.20
33	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C waste fittings complete:40 mm dia	1	No	₹ 144.55	₹ 144.55
34	Providing and fixing of PVC sanitary fitting of Gyser 50 litr, 10 no of points with necessary taps and water mixer, mirror , water motar (complete job).	1	No	₹ 16,000.00	₹ 16,000.00

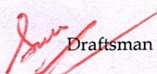
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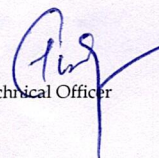
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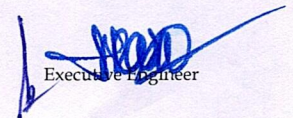
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35	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	1890	kg	₹ 82.75	₹ 1,56,397.50
36	Providing corrugated G. S. sheet roofing including vertical/curved surface fixed with polymer coated J or L hooks, bolts and nuts 8mm diameter with bitumen and G.I limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (upto any pitch in horizontal/vertical or curved surface)excluding the cost of purlins, rafters	63	SQm	₹ 830.25	₹ 52,305.75
37	Providing ridges or hips of width 60cm overall width plain G.S. sheets fixed with polymer coated J. or L hooks, bolts and nuts 8mm dia G.I. limpet and bitumen washers complete.0.50 mm thick with zinc coating not less than 275 gram/m2	10	mtr	₹ 626.70	₹ 6,267.00
38	Providing and fixing plained eaves boarding. 2nd class kail wood 250x32 mm (nominal size)	28	mtr	₹ 693.90	₹ 19,429.20
39	Providing and applying white cement based putty of specified thickness, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. 1 mm thick	73.61	sqm	₹ 129.50	₹ 9,532.50
40	Distempering with 1st quality acrylic distemper, having VOC (Volatile Organic Compound) content less than 50 grams/ liter, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.1 mm thick	73.61	sqm	₹ 49.45	₹ 3,640.01
41	Finishing walls with water proofing cement paint of required shade on New work (two or more coats applied @ 3.84 kg/10sqm)	62.64	sqm	₹ 91.80	₹ 5,750.35
42	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade.Two or more coats on new work	86.39	sqm	₹ 121.95	₹ 10,535.26
43	Provision for Plumbing and electrification to the Quarter and other items.	1	Job	₹ 1,00,000.00	₹ 1,00,000.00

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44	Dry random rubble masonry with hard stone in foundation and plinth: With bond stone.	13.25	cum	₹ 2,497.50	₹ 33,091.88
45	Centering and shuttering including strutting, propping etc. and removal of form for:				₹ 0.00
46	Foundations, footings, bases of columns etc. for mass concrete.	14.71	sqm	₹ 262.30	₹ 3,858.43
47	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	217.34	sqm	₹ 573.85	₹ 1,24,720.56
48	Beams	8.95	sqm	₹ 502.85	₹ 4,500.51
49	Suspended floors, roofs, landings, balconies and platform	16.71	sqm	₹ 635.60	₹ 10,620.88
50	Extra for shuttering in circular work (20% of respective centering and Shuttering items)				₹ 0.00
51	Foundations, footings, bases of columns etc. for mass concrete.	4.71	sqm	₹ 52.46	₹ 247.09
52	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	97.34	sqm	₹ 114.77	₹ 11,171.71
53	Beams	8.95	sqm	₹ 100.57	₹ 900.10
54	Edges of slabs and breaks in floors and walls. Under 20cms wide	16.97	Rm	₹ 242.30	₹ 4,111.83
55	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level: Thermo-Mechanically Treated bars of grade Fe-500D or more.	3608	kg	₹ 87.18	₹ 3,14,527.40
56	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.	133	kg	₹ 102.14	₹ 13,583.96
57	Providing and fixing of different Pipe Specials of standard make as directed by Engineer-in-Charge i/c all carriages complete job (The rates of pipe specials will be paid as per below 100 mm G.I Bend @ Rs. 1500/NO, 100 mm G.I Equal tee @ 1200/NO, 100 mm G.I Union @ 700/NO, 100-80 mm G.I reducer socket @ 300/NO, 100-65mm G.I reducer socket @ 300/NO, 100x 100x80 mm G.I I tee @ 700/NO, 100x100x65 mm G.I I tee @ 600/NO, 100x100x50 mm G.I tee @ 550/NO, 100 x 100 x 40 mm Tee @ 540/NO, 100 x 100 x 25 mm Tee @ 520/NO, 100 x 100 x 20 mm Tee @ 520/NO, 100 mm G.I Elbow @ 400 /NO, 80 mm G.I Union @ 619/NO, 80-65 Reducer Socket @ 300/NO, 80-50 mm Reducer Socket @ 250/NO, 80 mm G.I Elbow @ 430/NO, 80 x 80 x 50 mm Tee @ 300/NO, 80 x 80 x 40 mm Tee @ 250/NO, 80 x 80 x 25 mm Tee @ 250/NO, 80 x 80 x 20 mm Tee @ 250/NO, 65 mm G.I Union @ 475/NO, 65 x 65 x 20 mm Tee @ 230/NO, 65 x 65 x 25 mm Tee @ 230/NO, 65 x 65 x 40mm Tee @ 240/NO, 65-50 Reducer Socket @ 200/NO ,65 mm G.I Union @ 253/NO, 50 mm G.I Elbow @ 200/NO, 50 x 50 x 20 mm Tee @ 230/NO, 50 x 50x25mm Tee @ 235/NO, 50 x 50x40 mm Tee @ 240/NO, 50 mm Equal Tee @ 250/NO, 50-40 Reducer Socket @ 150/NO, 40 mm G.I Union @ 180/NO, 40 mm G.I Elbow @ 130/NO, 40 x 40 x 20 mm Tee @ 200/NO, 40 x 40 x 25 mm Tee @ 200/NO, 40-25 Reducer Socket @ 150/NO, 40-20 Reducer Socket @ 150/NO, 25 mm G.I Union @ 120/NO, 25 x 25 x 20 mm Tee @ 130/NO, 25 mm Equal Tee @ 110/NO, 20 mm Equal Tee @ 100/NO, 20 x 20 x 15 mm Tee @ 80/NO, 15mm push cock @ 60/ NO, 20mm G.I Elbow @ 60/ NO, 25mm G.I Elbow @ 60/ NO, 20 mm G.I Nipple @ 40/NO, 25mm nipple @ 50/NO.	1	Job	₹ 53,000.00	₹ 53,000.00
58	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) Up to 300 mm dia. @ Rs 7823.70 per Qtl and Over 300 mm dia @ Rs 8225.10 per Qtl,	1	Job	₹ 60,000.00	₹ 60,000.00

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59	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.	110	cum	₹ 198.70	₹ 21,857.00
60	Carriage of material from source upto site of work by mechanical means incl. loading, unloading and stacking complete.				₹ 0.00
61	cement & steel from nearest source for an avg. lead of 15kms.	25.97	M.T	₹ 290.00	₹ 7,531.30
62	Sand & Stone aggregates for an avg. lead of 16 kms.	16.5	cum	₹ 338.00	₹ 5,577.00
63	Sand & Stone aggregates for an avg. lead of 45 kms.	59.66	cum	₹ 622.00	₹ 37,108.52
64	Stone aggregates above 40 nominal size for an avg. lead of 45 kms.	9.96	cum	₹ 677.00	₹ 6,742.92
65	Stone soling for an avg. lead of 27 km	8.73	cum	₹ 530.00	₹ 4,626.90
66	Bricks for avg lead of 16 km	3003	No	₹ 0.82	₹ 2,462.46
67	Quarry Stone for an avg. lead of 16 km	29.93	cum	₹ 361.84	₹ 10,829.87
Total Schedule Value					₹ 19,73,489
	Add Quoted/Accepted percentage	(Minus) 10.760%			₹ 2,12,347
	Alloted Amount				₹ 17,61,142
Terms & Conditions					
1	The cost of work should in no case exceed beyond Rs.1761141/= or DPR/DAP provision whichever is less.				
2	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.				
3	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.				
4	The agency has to submit performance security deposit for an amount of Rs.59205/- within 07 days from receipt of this allotment order. Incase the agency fails to submit within stipulated time,the allotment shall be cancelled and the agency will be blacklisted for future tendering for a period of six months.				
5	The date of start of work shall be reckoned within one week from the date of issuance of the LOI/Contract allotment whichever is earlier.				
6	The work shall have to be completed within a period of (90) days from the date of issuance of LOI or allotment mentioned above whichever is earlier.				

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7	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.
8	<p>The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.</p> <p>1. a. The delivery of materials should be at dumping Site of work and no extra cost on account of carriage etc. shall be paid. b. The Contractor shall made his own arrangement for storage of all pipe materials i.e. Pipe, Construction Materials etc. at dumping site or near the site of work and no extra charges for rent of storage at site shall be paid, no extra charges shall be paid on account of wharfage and /or demurrages/ watch and ward. c. Rates shall be inclusive of GST (as applicable) and also inclusive of toll taxes etc. d. The materials on order shall be inspected by third party and inspection charges shall be borne by the contractor/bidder. All testing /inspection charges will be included in the quoted rates & nothing extra shall be paid. The Supplier/bidder/contractor will have to inform the third inspection agency i.e. CIPET for HDPE pipes and M/S Certification Engineer International Ltd(CEIL) or M/S RITES Ltd. For DI/GI pipes, who are empaneled/authorized by the Chief Engineer, PHE, Jal Shakti department Kashmir to conduct third party inspection & testing, which shall confirm to the following.</p> <p>2. The third party inspection & testing for HDPE pipes shall confirm to the following Quality control & testing parameters broadly set for such purpose as under; - Type of Material: PE-100PN-10 Conforming to IS:4984/14151/12786/13488 – 1 Technical Specifications: Conforming to IS:4984/14151/12786/13488 – 1 Tests to be carried: 3rdparty testing to be done by CIPET duly certifying that the HDPE pipes conforming to Relevant IS codes. Besides hydraulic capacity testing to be carried out at site as per PN-Rating. Also jointing procedure To be checked as per IS-7634 Part- II The inspection agencies shall be intimated well in advance besides the Executive Engineer, QC&PD Division Srinagar after the placement of the allotment order with any firm/ agency so that they remain aware about the inspection they have to carry on behalf of the Department. The Pipe materials cannot be utilized unless it is approved by the QC&PD division Srinagar</p>
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 & conditions of the NIT. The vetting charges for the design if any are to be borne by you.
16	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.
17	No price escalation will be paid for completion of the work within stipulated time or extended date of completion due to any reason whatsoever.
18	No extra claim towards any type of tax, freight, etc shall be entertained whatsoever.
19	No mobilisation advance shall be paid.

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20	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.
21	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 maybe determined by the department. and/or c) Recover the extra cost, if any, involved in allotting contract to the 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.
22	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.
23	Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency.
24	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.
25	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.
26	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.
27	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.
28	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.
29	Adequate precautions be taken for environment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work.
30	No objection certificate from the concerned regulatory authority may also be sought wherever required.
31	All other terms & conditions will remain same as laid down in the original NIT /SBD/GFR-2017/ Procurement Manual 2019.

Draftsman

Technical Officer,

Executive Engineer
PHE Division Shopian.

No:-

SSPS/1543-46

Dt:-

14-08-2024

Copy to the :-

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