

OFFICE OF THE EXECUTIVE ENGINEER JAL SHAKTI (PHE) DIVISION QAZIGUND

Allotment Order No: PHQ/CC/ 39 of 2024-25 dated 05/11/2024
 No: PHQ/CC/ 3947-50 DATE: 5/11/2024

M/S Abdal Construction
 Prop: Altaf Hussain Parry
 R/O Reshipora Chadoora
 Regd: 295-Aay/CE/CID/PDC/2010-11
 Phone No: 9419009554
 Email Address : altafparry@yahoo.in

GSTN: 01BMZPP3788A2ZP

Adv Cost Rs : 122.712 Lacs

Alloted Cost Rs: 108.956 Lacs

90 Days

Completion Time

Subject:-

Providing and Laying fitting of pipes clear water main water treatment plant to existing distribution Network, Road trench Restoration and Toe Wall at Head Work at Devsar Under AMRUT 2.0 Tender ID: 2024_PHE_257057_1

Reference

1. Your tender received in response to this office e-NIT No. 10/PHEQ of 2024-25 dated: 13.08.2024 issued under No: PHEQ/CC/2321-40 Date: 13.08.2024
2. Read with corrigendum NO/PHEQ/CC/2341-60 D A T E D : 14.08.2024
3. This office Letter of intent No/PHEQ/3843-47 dated: 28.10.2024

For & on behalf of Lt. Governor of J&K, contract for above noted work is here by fixed with you on your quoted percentage rates, terms & conditions and are reproduced hereunder:-

Sl. No.	Description of Work / Item(s)	Qty	Unit	Rate	Amount
1	Earth work in excavation by manual means in trenches for foundations, drains, pipes, cables etc. (not exceeding 1.5 m in width) and for shafts, wells, cesspits and the like not exceeding 10 sqm on plan, including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out excavated earth and disposal of surplus excavated earth as directed: (All Kinds of soils)	2176.213	Cum	479.300	1043059
2	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 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 Kind of Soils)	22.08	Cum	187.300	4136
3	Providing and laying of stone soling including rmming, consolidating & levelling all complete.	2.925	Cum	1320.000	3861
4	Providing and laying S&S Centrifugally Cast (Spun)/ Ductile Iron Pipes conforming to IS : 8329				
4.01	150 mm dia Ductile Iron Class K - 7 Pipes	1600	Mtr	1934.70	3095520
4.02	200 mm dia Ductile Iron Class K - 7 Pipes	100	Mtr	2222.00	222200
5	Providing and fixing of MS Flanges With Nuta Bolts and Washer Including all lead and lift complete job.				
5.01	100 mm dia	20	Pairs	1500.000	30000
5.02	80 mm dia	15	Pairs	1100.000	16500
6	Providing and fixing G.I. pipes complete with G.I. fittings excluding trenching and refilling etc. (external work)				
6.01	100 mm dia. nominal bore	400	Mtr	1434.000	573600
6.02	80 mm dia. nominal bore	450	Mtr	1151.200	518040
6.03	65 mm dia. nominal bore	1200	Mtr	1018.050	1221660
6.04	50 mm dia. nominal bore	1000	Mtr	805.700	805700
6.05	40 mm dia. nominal bore	2100	Mtr	489.250	1027425
6.06	25 mm dia. nominal bore	1700	Mtr	339.250	576725
6.07	20mm dia. nominal bore	3980	Mtr	255.200	1015696
6.08	15mm dia. nominal bore	900	Mtr	206.500	185850
7	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:				
7.01	1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	3.92	Cum	5202.900	20395
8	Providing and laying in position specified grade of reinforced cement concrete including curing but excluding the cost of centering, shuttering, finishing and reinforcement. All works upto plinth level (1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)				
9	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts upto floor five level including curing but excluding cost of centering shuttering, finishing and reinforcement.	9.75	Cum	7788.400	75937

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9.01	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	33.5916	Cum	9395.700	315616
10	12mm Cement plaster finished with a floating coat of neat cement of mix	48.8186	Sqm	376.750	18699
11	Centering and shuttering including strutting, propping etc. and removal of form for				
11.01	Foundations, footings, bases of columns etc. for mass concrete	29.08	Sqm	286.350	8327
11.02	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	101.4	Sqm	628.950	63776
12	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete :-				0
12.01	Thermo Mechanically treated bars of grade Fe 500 or more	3253.39	Kg	123.200	409818
13	Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions etc. complete (The tail pieces, tapers etc. if required will be paid separately) (50mm dia)	1	Each	5159.200	5159
14	Providing and fixing C.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. (the tail pieces if required will be paid separately) (150 mm dia 2nd class)	1	Each	6642.550	6643
15	Providing and laying D.I. Specials of Class K-12 suitable for push-on jointing as per IS : 9523. Up to 600 mm dia.	3.1	Qd	17102.000	53016
16	Demolishing cement concrete manually/by mechanical means including disposal of material within 50 meters lead as per direction of Engineer-in-charge: 1:3:6 or richer mix (1/c equivalent design mix)	23.06	Cum	1725.200	38783
17	Providing and laying in position cement concrete of specified grade including curing but excluding the cost of centring and shuttering. All work upto plinth level with (1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size)	11.71	Cum	6540.450	76589
18	Providing and laying of filter media effective size of sand varies from 0.45 mm to 0.70 mm having uniformity coefficient between 1.30 to 1.75 and should be dust free from other organic impurities to be obtained from Ganderbal and the size of gravel should vary from 2mm to 40 mm including all carriages complete.				
18.01	Gravel 20mm - 50mm	7.02	Cum	4416.000	31000
18.02	Gravel 12mm - 1mm	7.02	Cum	1716.000	12046
18.03	Filter Sand	14.05	Cum	2661.000	37387
19	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.	1968.97	Cum	218.400	430023
20	Carriage of Different Materials by M/Transport including loading /unloading and stacking complete. Avg Lead 05 Km				
20.01	Cement /Steel	7.37	MT	178.43	1315
20.02	Sand	9.86	Cum	200.74	1979
20.03	20 mm Aggregate	19.74	Cum	200.74	3963
21	Extra carriage of different material by Manual Labour including loading unloading and stacking upto head work site. Average Lead 500 mtrs.				
21.01	Cement	11.55	MT	269.67	3115
21.02	Steel	2.6	MT	579.28	1506
21.03	Sand & Stone aggregate below 40 mm nominal size	543.5	cum	593.88	322774
21.04	Soling Stone	2.93	cum	698.68	2047
Total Amount=					12271200
(Minus 11.21 %) of all items=					1375527
Total allotted Amount=					10895673
Checked by				Say Rs: 108.956 Lacs	

Checked by

Say Rs: 108.956 Lacs

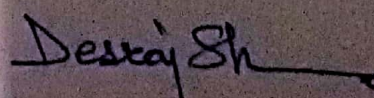
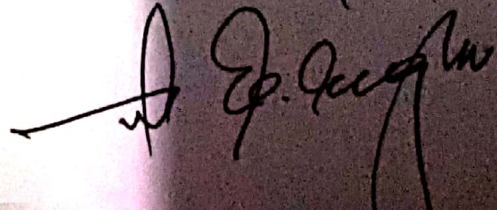
Head Office
Terms & Conditions

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Executive Engineer
JSD PHE Division Qazigund

2

The cost of work should in no case exceed beyond DAP/AA Cost Rs. 108.956 Lacs (Rupees One crore eight lac ninety five thousand six hundred only)
The Contractor has deposited earnest money in the shape of CDR bearing No.3075880 dated: 02.09.2024 for an amount of Rs. 245500/- and shall be released after completion of the work successfully

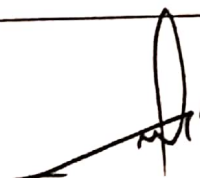
3	<p>Inspection and Testing: Before dispatch from the works of the OEM, the electro-mechanical equipment as well as other material like Pipes etc shall be inspected by a third party inspection agency i.e. M/S CEIL/Ritas etc New Delhi. The charges for the inspection shall be borne by the Supplier. The successful tenderer shall intimate the Department and the Inspecting Agency/Authority in advance regarding the readiness of the equipment for dispatch and shall furnish test certificates. It shall be responsibility of the suppliers to tie up with the third party nominated for inspection and get necessary inspection of the material done within the delivery period. Any delay on the part of the third party shall not be entertained as an excuse for timely supply of material. The product/ material at site shall be inspected by Assistant Executive Engineer concerned or any other official(s) of the department designated by the concerned Executive Engineer. Any modifications to the works as specified in the specifications considered to be necessary for smooth and trouble-free operation of the equipment by the Department or the third party inspection agency, the firm shall have to execute the same without any extra cost, to the best satisfaction of the department. The firm shall as such keep the department informed about arrival of material at site. It shall be obligatory on the part of the firm to rectify the defects pointed out by the AEE, if any, and also to incorporate any modification within the scope of work which may be deemed necessary for better performance/finish and workmanship. The supplier upon demand by the department or its representative shall rectify or replace defective unsuitable equipment. The Department reserves the right to nominate his representative for inspection of the goods at the works of the supplier/ manufacturers. As such the department at all reasonable times shall have access to the works and to the site and to all workshops and places where work is being executed and where material / manufactured articles and machinery are being obtained.</p>
4	<p>Third Party Monitoring: The allotted works shall be subject to check by the third party monitoring agency appointed by the Department in Kashmir. 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.</p>
5	<p>Transit Insurance: Prior to dispatch, the ordered equipment shall be insured through a Nationalized Insurance Company up to its final destination, against all transit risks. The firm should therefore, take appropriate insurance policy in advance for covering the transit of the goods, charges for which shall be borne by the tenderer and shall be included in his quoted rates. The department shall pay no extra charges on this account.</p>
6	<p>Mode of Dispatch: The supplier shall dispatch the material through a reputed road transport agency direct from dispatching station up to destination. The material shall be suitably transported for which the supplier shall take due care keeping in view the limitation for maximum size and weight.</p>
7	<p>Completion period: The entire work whether civil or composite shall be completed as per the period indicated in the Gist of NIT for each work. Time of completion shall be decided on the basis of type and nature of work. Besides in case of composite works, the successful tenderer shall have to submit QAP/GAD of Pumping equipment's and Rising Main necessarily within 15 Days from issuance of LOI/Allotment Order. The department shall accept or reject QAP within 15 days from the date of its submission. Additional time consumed due to observations/summary rejection of QAP/GAD shall be considered in the delivery period of the contract and the contractor shall be wholly and solely held responsible for the delay, thus caused.</p>
8	<p>Terms of Payment: Civil Component: a. 90% of the running milestone payment shall be released with balance 10% to be kept as bill deposit. Depending upon the nature and scale of the allotted work, the concerned Executive Engineer, shall fix milestones for each particular work/project, spread over the completion period of the work. Payment shall be released as per the quantum of work executed, duly verified by the concerned AEE. b. Balance 10% shall be released after successful Commissioning of the scheme for a minimum trial period of one to three months, depending upon the nature of the work. Besides the concerned AEE shall issue a satisfactory performance certificate for release of balance payment of 10%. Electro-mechanical component: a. 90% payment shall be made on Supply & Installation at site. b. 10% payment shall be released after successful Commissioning and operation of the scheme for a minimum period of three months. Besides the concerned AEE shall issue a satisfactory performance certificate for release of balance payment of 10%.</p>
9	<p>Variations:- Variation on account of increase or decrease in the quantity of any work included in the BOQ of the contract; or omission of any such work; or change in the character or quality or kind of any such work, or change in the levels, lines, position and dimensions of any part of the works; or additional work of any kind necessary for the completion of the works; or change of the specified sequence or timing of construction of any part of the works shall be allowed. The variation or additional work must be a necessary part within the scope of the original works and should not completely change the scope/ character and purpose of the original contract. The variation may result in additional or reduced payments to the contractor or there may be no price change at all. Once it is decided that a variation is required, the instruction should be issued promptly to minimize any adverse effect on the overall works. Before a variation can be instructed by the Engineer to the contractor, prior approval from the Procuring Entity is needed. Any change in 'approval for construction' drawings should be evaluated properly and their full financial implications worked out at that very stage for submission to the appropriate authority for approval.</p>
10	<p>Warranty/Defect liability period. The firm shall be bound for satisfactory performance of equipment/ works for 12 months after the successful completion of trial run of 3 Months or whichever is later. If during warranty period any malfunctioning/ defects arise, the firm/joint venture 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/joint venture 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 / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.</p>
11	<p>Trial Run: After Completion of the work the firm will have to make a trial run of the scheme for a period of 1 to 3 Months during which the contractor will have to operate & maintain the scheme to the full satisfaction of the client/ Department.</p>
12	<p>Security deposit/retention Money: The Security Deposit/Retention Money shall be maximum 10% of the contract sum which shall be deducted @ 10% from each gross running bill.</p>

13	<p>Liquidated damages (LD) In the event of firm's/joint venture failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the firm/ joint venture or in the event of any default or failure by the firm 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</p> <p>a) Terminate the contract after 15 days' notice and/or</p> <p>b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department and/or</p> <p>c) Recover the extra cost, if any, involved in allotting contract to other party and/or</p> <p>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</p> <p>e) Forfeit the performance security and blacklist the firm</p>
14	<p>Force Majeure: Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or contractor 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.</p>
15	<p>Arbitration: Any Dispute or difference arising between the department and contractor shall be dealt in accordance with the Arbitration and Conciliation Act 1996 and rules thereof</p>
16	<p>Specifications of Material/job: Tenderer/s must quote for exact specifications and scope as given in respective Appendix of this e NIT and there shall be no deviation from the approved parameters. While having submitted the tender by e-tendering method, it is understood that the tenderer is well versed with the site conditions and the terrain etc. It is as such advised that the firm shall visit and inspect the site well before uploading its tender.</p>
17	<p>False information: Any tenderer found to have been participating by furnishing false information to the department, the tender shall be liable for cancelation and such bidder(s) shall be invoked as and when it comes to the notice of the department even during the execution of the contract.</p>
18	<p>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.</p>
19	<p>Suspension of Supply 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.</p>
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21	<p>Advance Mobilization Loan / Price Escalation: No mobilization advance and no price escalation will be granted to the successful tenderer in this contract.</p>
22	<p>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 risk and cost of the contractor.</p>
23	<p>Contractor's 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 of the Contract are the responsibility of the Contractor.</p>
24	<p>Subletting of Work: The contractor shall not sublet the whole or part of the work. The contractor 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.</p>
25	<p>Work Under Contractors Charge: From the commencement of the work to the completion thereof the same shall be under the contractors charge. The contractor 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 contractor, or any of his employees, during the execution of work. The contractor shall be responsible for the compensation if any, to labour under the existing labour laws of the country</p>
26	<p>Setting Out of Works: The contractor 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.</p>
27	<p>Labour: The contractor shall make his own arrangements for the engagement of all types of 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 contractor shall comply with the provisions of all labour laws and the rules framed there under.</p>
28	<p>Storage at Site: The contractor 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 contractor 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.</p>
29	<p>Watch & Ward of Works: The contractor 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.</p>
30	<p>Final Acceptance: The equipment shall be accepted by the Department only after the system has been tested and has performed satisfactorily in all respects, et site, in accordance with the provisions of the contract.</p>

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31	Drawing and Quality Assurance Plans: The following details shall be necessarily furnished within Two (02) weeks of the date of placement of this order which shall be approved by the Department within two (02) weeks from the receipt by the consignee. a) Sectional Drawing of Pumps b) General Arrangement Drawings (G.A.D.) / Layout of the equipment fully dimensioned for pumps, motors, starters, shunt capacitors, panels, delivery manifold, cables etc. c) Detailed circuit diagrams of LT Panels, starters, shunt capacitors etc. d) Quality Assurance Plan of each piece of equipment to Third Party Inspection Agency and Department for their approval No manufacturing activity shall be started by the firm without approval of the drawings for each ordered equipment by the competent authority
32	Operation and Maintenance Manuals: The contractor shall supply, free of cost to the Department, six complete sets of operation and maintenance manuals for the Pumping Equipment. The delivery of these manuals shall be made by the contractor to the Engineer along with the supply of equipment. The manuals shall be appropriately bound in book form and shall contain all necessary instructions regarding operation, preventive maintenance, repairs, trouble shooting, overhauling etc. The manuals shall also include detailed drawings of the equipment, circuit diagrams and station layout with all items properly identified. The manuals shall also include the spare parts catalogues with part numbers clearly given, which must tally with index numbers in the drawings.
33	Cleaning Up: On completion of the works the contractor shall clear away, load into trucks or any other transport and remove from the site all constructional plant, surplus materials, dismantled or otherwise, earth and rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition, to the satisfaction of the Department.
34	Power and Water Supply: The contractor/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, testing and commissioning of the equipment ordered on him. The contractor shall pay 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 contractor/firm direct to the Electricity Corporation and the contractor's final bill shall be settled only after he gets a no outstanding certificate from the Electricity Corporation. The Government shall not be responsible, and the contractor shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The contractor/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The contractor shall make his own arrangements for water to be used for the execution of hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc.
35	Agreement: As soon as letter of award is communicated to the firm, the contract shall be complete and binding upon them, the contractor/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.
36	All other terms and conditions as laid down in form No.25 of P.W.D. /SBD shall remain in force and binding on successful tenderer.
Copy to the :-	
1	Chief Engineer Kmr PHE Department Srinager for favour of information please.
	District Development Commissioner Kulgam for favour of inforamtion please.
2	Superintending Engineer Hydraulic Circle Anantnag for information please.
3	Assistant Executive Engineer Jal Shakti (PHE) Sub-Division Dooru for information & necessary action. He will ensure the execution of work strictly in accordance with approved proposal/guidelines under Amrut 2.0. The cost of work should not exceed beyond allotted cost for which he shall be personally responsible.
4	File concerned.



Ex. Engineer PHE Div. Qazigund