

*Copy Dated 10/10/2023*

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**Government of Jammu and Kashmir**  
**Office of the Executive Engineer Public Health Engineering (Jal Shakti) Division Kulgam**  
 Phone No: 01931-260550 Fax: 260550 E-mail: xenphekam@gmail.com

*Allotment Order No: 75 of 9/2023*

Mr Mohd Maqbool Dar Contractor  
 S/o Ab Ahad Dar  
 Re Lirow Kulgam

Regd No Kmr/PHE/DOR/47/Dec/1992/93

Sub: Providing and Installing JJM sign boards at different locations for various water supply schemes in PHE Sub Division Kulgam under JJM

No: PHEK/ 3512-14  
 Dated: 22-9-2023

Reference: Your tender received in response to this office e-NIT No 33/PHEK/2023-24 Issued under endorsement No: PHEK/3088-94 Dated :08/09/2023

Advertised cost:-

Rs5.72 lacs

Alloted Cost:-

Rs4.86 lacs

Time of completion:-

10 Days

Account Head:-

JJM

For and on behalf of President of India, the contract for the mentioned work is hereby fixed with you against the item of rate list /quantity schedule mentioned below and as quoted by you in the e-NIT referred to above and subject to the fulfilment of following terms and conditions as per stipulated hereunder:-

S No	Particulars of item	Quantity	Unit	Alloted Rate In Rs	Amount in Rs.
1	Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m <sup>2</sup> 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 :	9.800	cum	539.350	5285.63
2	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)	6.560	cum	6434.010	42207.106
3	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level: Hard drawn steel wire fabric	4079.120	kg	102.135	416620.92
4	Printing & Fixing digital flexs of size 8' x 6' giving all relevant details of the scheme viz Mission Logo , cost of scheme, implementing agency, names of EE/ AEE/Pani samiti chairman and panchayat secretary, commencement and completion date etc.	311.040	sqm	322.000	100154.88
5	Centering and shuttering including strutting, propping etc. and removal of form work for: Foundations, footings, bases for columns	0.810	sqm	262.300	212.463
6	Carriage of materials by mechanical transport including loading, unloading, stacking of materials - cement for an average lead of 8 kms	2.100	MT	223.130	468.573
7	Sand for an average lead of 30 kms	2.950	Cum	501.650	1479.8675
8	20 mm aggregates for an average lead of 20 kms	5.900	cum	402.290	2373.511

9	Sign boards from manufacture site to installation site (LMR).	1.000	trip	800.000	800
10	Carriage of materials by manual labour from dumping site to actual site of work including loading, unloading, stacking of materials - 60 mtrs: cement	2.100	MT	121.66	255.276
11	Sand	2.950	Cum	209.89	619.1755
12	20 mm Aggregates	5.900	cum	209.89	1238.351
	<b>Total</b>				<b>571715.75</b>
	<b>Deduct 15% to Advt cost</b>				<b>85757.36</b>
	<b>Total Alloted cost</b>				<b>485958.39</b>
	<b>Say</b>				<b>4.86 lacs</b>

*✓ CHD*

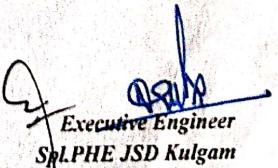
*✓*  
Executive Engineer  
Spl.PHE JSD Kulgam

Terms and conditions:::

1	The allotted cost of the work is Rs4.86 lacs (Rupees Four lac eighty six thousand only). However the allotted cost should in no case exceed beyond DAP/DPR.
2	The work shall have to be completed within a period of (10) days from the date of issuance of this allotment order, failing which penalty upto 10% of the total value shall be imposed upon you.
3	Earnest money deposited by you Vide CDR No 3560936 Dated 12/09/2023 For Rs17160.00 issued by JK Bank Kulgam and shall be released only after the successful completion of work and after the expiry of defect clause.
4	The date of start of work shall be reckoned within one week from the date of issuance of this Contract allotment
6	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. 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 maximum ceiling of 06 months
7	The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trai 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 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 as deemed for getting the defect rectified subject to a maximum ceiling of 6 Months
8	The rates are including the Charges for Submission of progress Geo-tagged photographs, vediographic 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 fees viz GST/income tax/Cess etc shall be deducted at source from running account bills.
9	All the Cement RCC Steel plumbing and other works shall be strictly as per relevant 15 Codes CPHEEO norms/requirements/specifications and normal PWD precautions
10	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 done by the contractor and shall be deemed to have been included in the term rates for various items of work and percentage rate tendered Nothing extra shall be payable on this account
11	You have to furnish the confirmatory survey, strucctual & functional design including geo-technical analysis, soil investigation and quality control tests done at your level duly vetted by DIGC as per terms & conditions of the NIT The vetting charges for the design if any are to be done by you
12	The allotted works shall be subject to check by the third party monitoring agency (TPIOM) 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 nataled 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

13	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 /Deprisation 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
14	No price escalation will be paid for completion of the work within stipulated time or extended date of completion due to any reason whatsoever
15	No extra claim towards any type of tax, freight etc shall be entertained whatsoever.
16	No mobilisation advance shall be paid
17	Retention money/Security deposit shall be 10% of the contract value. The Security Deposit is to be recovered at the rate of 10% of the amount from Running Account Bills and shall be released after completion of the defect liability period
18	In the event of allottee failing, declining, neglecting or delaying the supplies/works or in the event of any damage securing 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
19	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.
20	Any failure or commission to carry out the provision of the contract shall not give any claim by the department or bidder one against the other if such failure or commission occurs by 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
21	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
22	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 a 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
23	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
24	The damage caused to the work during execution or prior to actual completion of handing over of the project before defect liability period due to any natural calamity human interference, the same shall be got restored and made good by you at your own cost
25	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
26	Adequate precautions be taken for environment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work
27	No objection certificate from the concerned regulatory authority may also be sought whenever required
28	All other terms & conditions will remain same as laid down in the original NIT SBD GFR-2017/ Procurement Manual 2019/Operational guidelines for JJM

Copy to the  
 Superintending Engineer Hydraulic Circle Aantnag for favour of Informati  
 Asstt. Ex. Engineer PHE Sub-Division Kulgam for information  
 AAO Divisional office for information

  
 Executive Engineer  
 SLPHE JSD Kulgam