

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: 58 of 2024 dated: 08/2024

Name: -	GHULAM MOHAMMAD MIR S/o GH RASOOL MIR R/o GADISEER BIJBHRA		
Regd. No.	SE(R&B) SB-D-827 OF 2019-20		
email ID:		Phone No.	9906269931/7889301141
GSTIN: ,	01DCCPM0382L1ZS	PAN	DCCPM0382L
		Advertised Cost	Rs. 661924.00 ✓
		Alloted Cost	Rs. 575873.00 ✓
Allotment Order No: <u>58</u> of 2024 dated: 08/2024			
Subject:-	Balance Work for WSS Checki Reshnagri under JJM		
References:	1. This Office E-NIT S. No.04/JSDS of 2024-25 Dated:-25.07.2024 (item 13) 2. Accord of Administrative Approval Order No: SE/Hyd/Spn/12 of 07/2024 Dated:08.07.2024 issued by Superintending Engineer Hydraulic Circle Shopian/Pulwama HQ Shopian vide No.Se/Hyd/Spn/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	196.48	CUM	₹ 252.05	₹ 49,522.78
3	By manual means	294.72	CUM	₹ 436.00	₹ 1,28,497.92
4	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				
5	90 mm dia HDPE pipe	300	mtr	₹ 403.91	₹ 1,21,173.00
6	40 mm dia HDPE pipe	1000	mtr	₹ 98.98	₹ 98,980.00
7	25 mm dia HDPE pipe	1400	mtr	₹ 63.33	₹ 88,662.00

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 No: 1472-75
 Dt: 14-08-2024
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8	20 mm dia HDPE pipe	1400	mtr	₹ 57.49	₹ 80,486.00
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: 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) including carriage	0.9	CUM	₹ 5,437.74	₹ 4,893.97
10	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)	1.2	CUM	₹ 1,569.20	₹ 1,883.04
11	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.	442	cum	₹ 198.70	₹ 87,825.40
Total Schedule Value					₹ 6,61,924
	Add Quoted/Accepted percentage	(Minus) 13.000%			₹ 86,050
	Alloted Amount				₹ 5,75,874
Terms & Conditions					
1	The cost of work should in no case exceed beyond Rs.575873/= 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.19858/- 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.				

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Executive Engineer

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.
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	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. 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 make 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. 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: 3rd party 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
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, videographic 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.

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Technical Officer,

Executive Engineer
PHE Division Shopian.

No:-

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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.