

Government Jammu Kashmir (UT)
Office of the Executive Engineer Jal Shakti Department PHE Division, Shopian.
Email :- xenpheshopian@yahoo.in & xenpheshopian@gmail.com Phone /fax:- 01933- 260248/260284.

Allotment Order No: 21 of 2024 dated: 11/2024

Name: -	Ab Rashid Rather S/o Gh Hassan Rather R/o Bongam Shopian		
Regd. No.	21/AAY/SE/Hyd/Spn/2003-04		
email ID:	-	Phone No.	-
GSTN:	01AICPR9438F1ZB	PAN	AICPR9438F
		Advertised Cost	₹ 108.76 lacs ✓
		Allotted Cost	₹ 95.033 lacs ✓
Subject:-	Balance work for Mirzapora Sedow under Jal Jeevan Mission .		

References: This Office E-NIT S. No.08/JSDS of 2024-25 Dated:-02.08.2024 (item 1)
2. Accord of Administrative Approval Order No:-CE/PHE/DB/144 of 03/2021 Dt:-04.03.2021 issued by Chief Engineer Jal Shakti PHE Department Kashmir vide No.CE/PHE/ 28956-63 Dt:-04.03.2021.
3.Minutes of meeting DJJM Shopian held on 20.08.2024.
4.Technical sanction ORDER No. -CE/PHE/DB/171 OF 08/2022 DT:-31.08.2022 issued by Chief Engineer Jal Shakti (PHE) Department Kashmir vide No.CE/PHE/DB/18531-35 DT:31.08.2024.
5.This office letter of Intent No:-JSDS/1868-72 Dt:-29.8.2024

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.				
1.1	By manual means	5084	CUM	₹ 436.00	₹ 22,16,624.00
2	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)	768	Qtl	₹ 245.55	₹ 1,88,582.40
3	Providing push-on-joints to Centrifugally (Spun) Cast Iron Pipes or Ductile Iron Pipes including testing of joints and including the cost of rubber gasket.				
3.1	150 mm dia DI	582	joint	₹ 144.70	₹ 84,215.40
4	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work.				
4.1	100 mm Dia	1000	Mtr	₹ 107.70	₹ 1,07,700.00
4.2	80 mm Dia	2500	Mtr	₹ 73.05	₹ 1,82,625.00
4.3	65mm Dia	2000	Mtr	₹ 73.05	₹ 1,46,100.00
4.4	50 mm Dia	1500	Mtr	₹ 40.80	₹ 61,200.00
4.5	40 mm Dia	2500	Mtr	₹ 40.80	₹ 1,02,000.00

Draftsman

Technical Officer

Executive Engineer

No: JSDS/2432-35

DT: 11-11-2024

4.6	25mm Dia	10740	Mtr	₹ 30.65	₹ 3,29,181.00
4.7	20 mm Dia	15570	Mtr	₹ 20.25	₹ 3,15,292.50
4.8	15 mm Dia	3000	Mtr	₹ 20.25	₹ 60,750.00
5	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 tee @ 700/NO, 100x100x65 mm G.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	₹ 1,80,000.00	₹ 1,80,000.00
6	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	₹ 67,000.00	₹ 67,000.00
7	Earth work in bulk excavation by manual means over areas (exceeding 30 cm indepth, 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-Charge. All kinds of soil :	20	cum	₹ 539.35	₹ 10,787.00
8	Providing and laying of stone soling including manual compaction including carriage (complete job)	20	cum	₹ 700.00	₹ 14,000.00
9	Removing of filter/silt by way of manual labour including disposal upto distance of 50 mtrs or above as per the directions of Engineer In Charge	216	CUM	₹ 650.00	₹ 1,40,400.00
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)	40.5	cum	₹ 1,569.20	₹ 63,552.60
11	Dismantling wood work in frames, trusses, purlins and rafters upto 10 meters span and 5 meters height including stacking the material within 50 meters lead Of sectional area 40 sqcm. and above.	6	cum	₹ 3,168.75	₹ 19,012.50

Draftsman

No. 5005/2432-35

Dt: 11-11-2024

Technical Officer

Executive Engineer

12	Extra for dismantling trusses, rafters, purlins etc. of wood work for every additional span of one meter or part thereof beyond 10 meters Of sectional area 40 sqcm and above.	6	sqm	₹ 420.80	₹ 2,524.80
13	Dismantling roofing including ridges, hips valleys and gutters etc., and stacking the material within 50 meters lead of :G.S. Sheet	57	sqm	₹ 113.90	₹ 6,492.30
14	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)	38	Cum	₹ 7,800.76	₹ 2,96,428.88
15	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)	40.5	Cum	₹ 9,408.14	₹ 3,81,029.67
16	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)	17.66	Cum	₹ 9,849.35	₹ 1,73,939.52
17	Reinforced cement concrete work in arches, archribs, domes, vaults shells, folded plate and roofs having slope more than 15° upto floor five level level including curing but excluding the cost of centering, shuttering finishing and reinforcement with: 1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	20.02	Cum	₹ 10,404.50	₹ 2,08,298.09
18	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:	60.18	Cum	₹ 6,465.20	₹ 3,89,075.74
18.1	Centering and shuttering including strutting, propping etc. and removal of form for:				
19	Foundations, footings, bases of columns etc. for mass concrete.	141.42	sqm	₹ 262.30	₹ 37,094.47
20	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	350.8	sqm	₹ 573.85	₹ 2,01,306.58
21	Lintel, beams, plinth beams, girders, bressumers and cantilevers.	47.1	sqm	₹ 502.85	₹ 23,684.24
22	Arches, domes, vaults upto 6 m span	72.96	sqm	₹ 2,086.80	₹ 1,52,252.93
23	Extra for arches, domes, vaults exceeding 6 m span	72.96	sqm	₹ 1,008.45	₹ 73,576.51
24	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level Thermo-Mechanically Treated bars of grade Fe-500D or more.	2010	kg	₹ 87.18	₹ 1,75,231.80

Draftsman

Technical Officer

Executive Engineer

25	12 mm thick cement plaster 1 : 4 (1 cement : 4 fine sand)	675	sqm	₹ 260.05	₹ 1,75,533.75
26	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)	71	kg	₹ 57.90	₹ 4,110.90
27	Steel work welded in built up sections/framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	300	kg	₹ 146.60	₹ 43,980.00
28	Providing and fixing of MS flanged joints (12mm thick) to double flanged GI/DI pipes including cutting of pipes, welding charges, cutting of flanges, rubber gasket, bolts, nuts including testing of joint and all sorts of carriages, requisite angles as per site condition Complete Job. 150 mm dia	62	Joint	₹ 2,150.00	₹ 1,33,300.00
29	100 mm dia G.I	8	Joint	₹ 1,520.00	₹ 12,160.00
30	Providing 150 mm dia MS pipe Mild Class (200mtr) of thickness 4.8 mm of reputed make like Jindal, Tata, Surya Prakash to be fixed at site as per requirement including carriage by Mechanical Transport from source to dumping site at sedow (complete Job)	3549	kg	₹ 144.00	₹ 5,11,056.00
31	Providing and laying of Baramulla stones on the filter drains including all carriages (complete job) as per directions of Engineer In Charge	42	sqm	₹ 1,100.00	₹ 46,200.00
32	Providing and laying of filter media of specified size and grading including all carriages (complete job) as per directions of Engineer In Charge	137.62	sqm	₹ 8,500.00	₹ 11,69,770.00
33	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth, consolidating deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.	4575	cum	₹ 198.70	₹ 9,09,052.50

Draftsman

Technical Officer

Executive Engineer

34	Fabrication of gantry mechanism/sleeping bed by way of providing structural steel in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of steel primer all complete :welded	1850	kg	₹ 138.20	₹ 2,55,670.00
35	Providing and fixing of PUF enclosure in walls, ceiling, ridges etc mde up of 60 mm thick ridged PUF. CFC free with profile surface on one side .Confirming to IS-12436-88 with subsequent ammendments having density of 40+- kg/CUM sandwiched between 0.5 mm pre-painted galvanized steel sheet as per IS-14246-95 with subsequent ammendments with 18-20 microns of exterior polyster coating of white color on epoxy primer on both sides. the basic substrata is GR-120 hot dip galvanized steel. The panels are made by continuius line and are joined together by means of tongue and groove joint system. The joint shall be air tight by using proper sealant (like silicon PU foam etc). The PUF panels have closed cell content of 90-95%. The thermal conductivity of 0.023 at 10 watt per MK. Compressive strength of 2.1 Kg/Sqm (at 10% deformation). water vapor permeability 0.08-0.12 GM/h_m2, Self extinguished fire property make: Conforming to IS Code	115	Sqm	₹ 2,426.00	₹ 2,78,990.00
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 and trusses and including cutting to size and shape wherever required.0.50 mm thick with zinc coating not less than 275 gram/m2	49.05	Sqm	₹ 830.25	₹ 40,723.76
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 0.63 mm thick with zinc coating not less than 275 gram/m2	6	RM	₹ 691.35	₹ 4,148.10
38	Providing and fixing plained eaves boarding. 2nd class kail wood 250x32 mm (nominal size)	26	RM	₹ 693.90	₹ 18,041.40
39	Providing and fixing aluminum work for doors, windows, ventilators andpartitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 andIS: 1285, fixed with dash fastener of required dia. and size including necessary filling up of gaps at junctions i.e, at top, bottom and sides with required EPDM rubber / neoprene gasket felt etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-Charge (glazing,panelling and dash fasteners to be paid for separately.) For fixed portion Powder coated aluminum (minimum thickness of powder coated 50 microns)	120.5	KG	₹ 449.85	₹ 54,206.93
40	Providing and fixing 12mm thick prelaminated particle board flat pressed three layer or graded wood particle board (conforming to IS: 12823 Grade-I type-II) in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-incharge. Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side.	12	sqm	₹ 1,114.60	₹ 13,375.20

Draftsman

Technical Officer

Executive Engineer

41	Providing and fixing aluminum casement windows fastner of required length for aluminum windows with necessary screws etc. Complete Powder coated minimum thickness 50 micron aluminum	30	each	₹ 70.90	₹ 2,127.00
42	Providing and fixing aluminum round shape handle of outer dia 100mm with SS screws etc. Complete as per direction of Engineer-in-charge Powder coated minimum thickness 50 micron aluminum	10	each	₹ 82.95	₹ 829.50
43	Providing and fixing glazing inalmunium windows, doors, ventilatotr, shutters and partitions etc with EPDM rubber/neoprene etc complete as per the architectural drawing and thw directions lof engineer Ion charge (cost of aluminium snap beading sjall be paid in the basic item with floating glass panes of 4 mm thickness (weight not less than 10.00 kg/sqm	3	Sqm	₹ 974.70	₹ 2,924.10
44	Carriage of material from source upto site of work by mechanical means incl. loading, unloading and stacking complete				
44.1	Cement and steel for an average lead of 8 KM	65.48	MT	₹ 233.13	₹ 15,265.35
44.2	Sand and stone aggregates for an average lead o f 40 km	255.1	Cum	₹ 601.01	₹ 1,53,317.65
44.3	Stone soling for an average lead of 05 km	20	Cum	₹ 242.67	₹ 4,853.40
44.4	150 mm dia DI for an average lead of 8 KM	3400	metre	₹ 9.14	₹ 31,076.00
44.5	100 mm G.I for an average lead of 8 KM	1000	metre	₹ 5.49	₹ 5,490.00
44.6	Below 100 mm G.I for an average lead of 8 KM	89.3	MT	₹ 223.14	₹ 19,926.40
45	Erxtra carraige iof material from dumping site to actual work by manual labour for an average lead of 4000 mtrs				
45.1	Cement and steel and CGI sheets	4	MT	₹ 1,930.27	₹ 7,721.08
45.2	Stone soling	20	Cum	₹ 4,494.17	₹ 89,883.40
45.3	Sand and stone aggregates	41.58	Cum	₹ 3,820.27	₹ 1,58,846.83
45.4	150 mm dia DI pipe	3400	metre	₹ 73.75	₹ 2,50,750.00
45.5	Below 100 mm G.I for an average lead of 1000 mtrs	89.3	MT	₹ 589.60	₹ 52,651.28
Total Schedule Value					₹ 1,08,75,938
	Add Quoted/Accepted percentage	(Minus) 12.620%			₹ 13,72,543
	Alloted Amount				₹ 95,03,395
Terms & Conditions					
1	The cost of work should in no case exceed beyond Rs.95.033 Lacs /= 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	Performance security deposited for an amount of Rs.108800/- and 217600/- through The Anantnag Central Cooperative Bank Ltd. vide Reference No.185200 & 173761 dated 16.10.2024 & 09.08.2024 respectively shall be released only after successful completion & expiry of DLP of the work.				
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.				

Draftsman

Technical Officer

Executive Engineer

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: 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</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/alloted 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.

Draftsman

Technical Officer

Executive Engineer

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:-

JSAS/2432-35

Dt:-

14-11-2024

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 Shopian for information & necessary action. He will ensure the completion of work within the stipulated time period
- 4 File concerned.