

Government of Jammu and Kashmir
OFFICE OF THE SUPERINTENDING ENGINEER HYDRAULIC CIRCLE ANANTNAG/KULGAM
HQ: ANANTNAG

Allotment Order No: 35 of 2022 dated: 31 /12/2022

Name: - MOHD AMIN MIR S/O GHULAM AHMAD MIR R/O SADIWARA
 Regd. No. SE/HYD/BUD/2003-04/223/AAAY/CIVIL
 Email ID: aminmir786@gmail.com
 Phone No. 7889455467
 GSTN: 01GYFPM1718C1ZY
 PAN: GYFPM1718C

Advertised Cost : ₹ 193.74 Lacs
 Alloted Cost : ₹ 191.80 Lacs

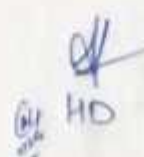


Allotment Order No: 35 of 2022-23 dated: 31 /12/2022

Subject:- Laying and fitting of pipes, construction of 04 No. Sluice Chambers, Chain Link Fencing, D.G. Shed, Catch Water Drain, R/Wall, Approach Path, repairs to existing SR and improvements to existing system WS Scheme Ara-Khoshipora under JJM.

References: (i) Your tender received in response to e- NIT.No. 21 of 2022-23 issued by the Executive Engineer, Jai Shakti (PHE) Division Qazigund vide tender ID No. 2022_PHE_185235_6
 (ii) Executive Engineer, Jai Shakti, PHE Division, Qazigund's letter No. PHEQ/4889-90 dated 14.11.2022
 (iii) This office letter of intent No. SE/Hyd/Cors/9032-35 dated 24.11.2022.

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)	No.of Qty	Units	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.				
1.01	All kinds of soils	7320.17	Cum	₹436.00	₹3,191,594.12
1.02	Ordinary rock	711.22	Cum	₹841.60	₹598,562.75
2	Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 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.				
2.01	All kinds of soil	687	Cum	₹539.35	₹370,533.45
3	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:				
3.01	All kinds of soils	185.25	Cum	₹612.75	₹113,511.94
4	Extra for every additional lift of 1.5 m or part thereof in excavation/banking excavated or stacked material : All kinds of soil :	73.52	Cum	₹81.65	₹6,002.91
5	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipe)				
5.01	250/150/125/100 MM dia DI Pipe	1282.64	Qty	₹245.55	₹314,952.25
6	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				
6.01	250 mm dia DI pipe	36	Joint	₹259.90	₹9,356.40
6.02	150 mm dia DI pipe	767	Joint	₹144.70	₹110,984.90
6.03	100 mm dia DI pipe	436	Joint	₹89.70	₹39,109.20
7	Laying and fitting of G.I. pipes (all classes) complete including cost of pipe specials but excluding cost of pipes and Earth work.				
7.01	100 mm dia GI pipe	500	Mtr	₹107.70	₹53,850.00
7.02	80 mm dia GI pipe	1650	Mtr	₹73.05	₹120,532.50
7.03	65 mm dia GI pipe	5200	Mtr	₹73.05	₹379,860.00
7.04	50 mm dia GI pipe	5700	Mtr	₹40.80	₹232,560.00
7.05	40 mm dia GI pipe	4900	Mtr	₹40.80	₹199,920.00
7.06	25 mm dia GI pipe	4500	Mtr	₹30.65	₹137,925.00
7.07	20 mm dia GI pipe	5500	Mtr	₹20.25	₹111,375.00
7.08	15 mm dia GI pipe	4500	Mtr	₹20.25	₹91,125.00

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	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing Tee, including cutting and threading the pipe etc. complete				
8.01	25 to 40 mm nominal bore	75	No	₹666.25	₹49,968.75
8.02	50 to 80 mm nominal bore	30	No	₹1,268.75	₹38,062.50
9	Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions etc. complete (The fall pieces, tapers etc. if required will be paid separately)				
9.01	50mm dia	25	No	₹5,147.15	₹128,678.75
10	Installation of house hold connections to unconnected households including providing and fixing of necessary pipes specials, earth work at connections whatever necessary.	208	No	₹1,500.00	₹312,000.00
11	Dismantling old C.I. pipes including excavation & refilling trenches after taking out the pipes, breaking lead caulked joints, melting of lead & making into blocks, including stacking of pipes at site lead up to 50 meter :				
11.01	150 mm dia DI pipe	1500	Mtr	₹304.35	₹456,525.00
12	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/by mechanical means including stacking of pipes within 50 meters lead as per direction of Engineer-in-charge :				
12.01	15 mm to 40 mm nominal bore.	3400	Mtr	₹99.75	₹339,150.00
12.02	Above 40 mm nominal bore	3200	Mtr	₹110.65	₹354,080.00
13	Engagement of labour for clearance of silt from SR and disposing off silt outside the premises of the SR.	46	No	₹503.00	₹23,138.00
14	Dismantling of old CGI roofing and timber truss of SR including disposing off unserviceable material and safe stacking of serviceable material.				
14.01	Masson	4	No	₹733.00	₹2,932.00
14.02	Labour	8	No	₹503.00	₹4,024.00
15	Dismantling of old plaster and central brick pillar of SR including disposing off unserviceable material and safe stacking of serviceable material.				
15.01	Masson	4	No	₹733.00	₹2,932.00
15.02	Labour	8	No	₹503.00	₹4,024.00
16	Rethreading of damaged ends of pipes				
16.01	Above 40 mm nominal bore	200	No	₹100.00	₹20,000.00
16.02	up to 40 mm dia nominal bore.	400	No	₹50.00	₹20,000.00
17	Providing and fixing of MS flange to the salvaged pipes including cost of flanges ,welding of flanges of flanges ,nuts,bolts,rubber insertion and cutting of threaded portion of the pipes etc complete.				
17.01	100 mm dia GI Pipe	167	Pairs	₹1,500.00	₹250,500.00
17.02	80 mm dia GI Pipe	50	Pairs	₹1,100.00	₹55,000.00
18	Providing and laying of stone boulders tightly hand picked on horizontal levels	135.55	Cum	₹616.40	₹83,553.02
19	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)	6.72	Cum	₹7,800.76	₹52,421.11
20	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)	34.32	Cum	₹9,408.14	₹322,887.19
21	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)	2.67	Cum	₹10,404.52	₹27,780.06
22	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)	78.99	Cum	₹4,661.84	₹364,036.35

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	Providing and laying cement concrete in kerbs, steps and the like at or near ground level including curing, excluding the cost of centring, shuttering, and finishing (1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	156.94	Cum	₹6,466.20	₹1,014,547.79
24	Providing and laying in position specified grade of reinforced cement concrete including curing but excluding the cost of centring, shuttering, finishing and reinforcement. All works upto plinth level (1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	39.88	Cum	₹6,976.88	₹276,309.56
25	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchors blocks, plain window sills, filets etc upto floor V level, including curing but excluding the cost of centring, shuttering and finishing with 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	67.5	Cum	₹7,269.19	₹490,669.99
26	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchors blocks, plain window sills, filets etc upto floor V level, including curing but excluding the cost of centring, shuttering and finishing with (1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	19.22	Cum	₹8,296.64	₹159,461.42
27	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)	6.57	Cum	₹9,649.35	₹64,710.20
28	Centering and shuttering including strutting, propping etc. and removal of form for:				
28.01	Foundations, footings, bases of columns etc. for mass concrete.	282.34	Sqm	₹262.30	₹74,057.78
28.02	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	1545.45	Sqm	₹573.85	₹886,856.48
28.03	Lintel, beams, plinth beams, girders, bressumers and cantilevers.	15.65	Sqm	₹502.85	₹7,869.60
28.04	Suspended floors, roofs, landings, balconies and access platforms	16	Sqm	₹635.80	₹10,169.60
28.05	Arches, domes, vaults upto 6 m span	27.3	Sqm	₹2,086.80	₹56,969.64
28.06	Edges of slabs and breaks in floors and walls	36.8	Sqm	₹242.30	₹8,916.64
29	Extra for shuttering in circular works (20 % of respective quantity)				
29.01	Walls	16.49	Sqm	₹126.25	₹2,081.81
29.02	Beams	3.13	Sqm	₹110.63	₹346.26
30	12 mm thick Cement plaster 1 : 3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement	132.73	Sqm	₹343.75	₹45,625.94
31	12mm thick Cement plaster of mix:1 : 6 (1 cement : 6 fine sand)	1582.78	Sqm	₹241.75	₹382,637.07
32	12mm thick Cement plaster of mix:1 : 4 (1 cement : 4 fine sand)	60.9	Sqm	₹280.05	₹15,837.05
33	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	810	Kg	₹146.63	₹118,770.30
34	Structural steel work in single section, fixed with or without connectingplate, including cutting, hoisting, fixing in position and applying a primingcoat of approved steel primer all complete.	8054	Kg	₹91.03	₹733,115.35
35	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth leve	5838	Kg	₹87.18	₹508,927.65
36	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.Welded	1996	Kg	₹102.14	₹203,861.46
37	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)	179	Kg	₹57.90	₹10,364.10
38	Cement concrete flooring 1:2:4 (1cement: 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.	37.5	Sqm	₹505.00	₹18,937.50

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	Providing corrugated G.S sheet roofing including vertical/curved surface fixed with pollymner coated J/L hooks, bolts and nuts 8 mm dia with bitumen and Gi Impet washers or with Gi Impet washers filled with white lead complete (upto any pitch in horizontal/vertical of curved surface) excl. the cost of purlins and including cutting to size and shape wherever required 0.50 mm thick.	58.2	Sqm	₹890.25	₹48,320.55
40	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. Impet and bituman washers complete	8.9	Mtr	₹628.70	₹5,577.63
41	Supplying and fixing rolling shutters of approved make, made of required size M.S. laths, interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to IS.4454 part-1 and M.S. top cover of required thickness for rolling shutters.(18	Sqm	₹2,636.15	₹47,455.70
42	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work	584.38	Sqm	₹121.95	₹71,265.14
43	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	7713.18	Cum	₹198.70	₹1,532,608.87
44	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-in charge	624.6	Sqm	₹733.50	₹458,144.10
45	Providing and filling of sand around PCC Block including all carriage complete.	3.94	Job	₹30,000.00	₹118,200.00
46	Providing and fixing of welded wire mesh on sides og DG shed including all carriage upto site of work,complete	94.2	Sqm	₹65.50	₹6,170.10
47	Bypass the SR by way of laying and fitting of pipes till repairs /Jacketing is done and reconnecting the supplies frtom SR.				
47.01	Fitter	4	No	₹733.00	₹2,932.00
47.02	Labour	8	No	₹503.00	₹4,024.00
48	Preparation of subgrade by excavating earth to an average of 22.5 cm depth, dressing to camber and consolidation with road roller of 8-12 tonne capacity including making good the undulation etc. and disposal of surplus earth upto 50 meters	3500	Sqm	₹103.40	₹361,900.00
49	Supplying and stacking at site Graded crushed stone aggregate.				
49.01	size 90 mm to 45 mm	314.16	Cum	₹492.75	₹154,802.34
49.02	63mm to 45mm	242.55	Cum	₹564.60	₹136,943.73
49.03	53mm to 22.4 mm	242.55	Cum	₹575.35	₹139,551.14
50	Supplying and stacking of stone screening/ chipping at site				
50.01	G-1	35.91	Cum	₹504.40	₹18,113.00
50.02	G-2	35.91	Cum	₹504.40	₹18,113.00
50.03	G-3	51.87	Cum	₹504.40	₹26,183.23
51	Supply and stacking of stone dust/Moorum at site.				
51.01	G-1	22.4	Cum	₹528.50	₹11,838.40
51.02	G-2	16.8	Cum	₹528.50	₹8,878.80
51.03	G-3	16.8	Cum	₹528.50	₹8,878.80
52	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road / vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening/binding material to fill up interstices of coarse aggregate, watering and compacting to the required density.				
52.01	G-1	280	Cum	₹710.85	₹199,038.00
52.02	G-2	210	Cum	₹710.85	₹149,278.50
52.03	G-3	210	Cum	₹710.85	₹149,278.50
53	Carriage of material from source to dumping site at road site by mechanical transport.. including loading ,unloading and stacking complete				

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	Cement & steel for avg. lead of 30 Km	154.21	MT	₹445.96	₹68,771.34
	Sand for avg. lead of 50Km	196.18	Cum	₹700.37	₹137,399.18
53.03	20mm Aggregate for avg. lead of 35Km	459.09	Cum	₹551.33	₹253,111.47
53.04	40mm Aggregate for avg. lead of 35 Km	871.66	Cum	₹599.28	₹522,365.79
53.05	Stone solling for avg lead of 10 Km	93.36	Cum	₹330.42	₹30,847.82
54	Carriage of pipe material from divisional store up to dumping site for an Avg. lead of 35 Km including ,loading ,unloading and stacking complete.				
54.01	250 mm dia DI pipe	200	Mtr	₹46.43	₹9,285.20
54.02	150 mm dia DI pipe	3100	Mtr	₹20.08	₹62,244.90
54.03	100 mm dia DI pipe	2400	Mtr	₹12.04	₹28,898.40
54.04	100 mm dia GI Pipe	500	Mtr	₹12.04	₹6,020.50
54.05	80/65/50/40/250/20/15 mm dia GI pipe	84.94	MT	₹490.12	₹41,630.71
55	Carriage of material by manual labour from road site upto actual site of work . for avg. lead of 100 mtrs				
55.01	Cement	145.09	MT	₹139.40	₹20,225.98
55.02	Steel	19.9	MT	₹299.41	₹5,958.34
55.03	Sand & 20 mm Aggregate	476.42	Cum	₹255.60	₹121,772.48
55.04	40 mm Aggregate	72.4	Cum	₹276.32	₹20,005.71
55.05	Stone solling	93.36	Cum	₹300.70	₹28,073.54
56	Carriage of pipes material from dumping site upto actual site of work by manual labour for avg lead of 500mtrs.				
56.01	250 mm dia DI pipe	200	Mtr	₹35.72	₹7,143.80
56.02	150 mm dia DI pipe	3100	Mtr	₹13.54	₹41,961.60
56.03	100 mm dia DI pipe	2400	Mtr	₹9.60	₹23,047.20
56.04	100 mm dia GI Pipe	500	Mtr	₹9.60	₹4,801.50
56.05	80/65/50/40/250/20/15 mm dia GI pipe	84.94	MT	₹355.70	₹30,212.73
57	Returning of timber and old CGI sheets to Qazigund Divisional storeincluding loading and unloading stacking complete for avge lead 40 Km	2	Trip	₹3,000.00	₹6,000.00
	Original Schedule Value				19253840.000
	Add Quoted/Accepted percentage			-(Minus) 0.38%	-73742.000
	Alloted Amount				19180098.000
(Rupees One Crore Ninety One Lac Eighty Thousand Ninety Eight Only)					

Terms & Conditions

1	The overall payment under the contract will be restricted to DAP/DPR provision Rs. 179.76 Lacs
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	You are advised to deposit 3% of the alloted amount in the form of CDR/TDR/Bank Guarantee pledged to the undersigned within a weeks' time positively, the same shall be retained as Performance Security Deposit and be released subject to the 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 this Contract allotment.
6	The work shall have to be completed within a period of 180 days from the date of issuance of allotment mentioned above.
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	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.
9	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.
10	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.

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	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.
10	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.
11	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.
12	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.
13	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.
14	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.
15	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.
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.
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 timebeing 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 may be determined by the department and/or c) Recover the extra cost, if any, involved in allotting contract to other 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.

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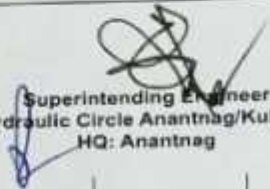
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	The bidder shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public 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/Operational guidelines for JJM.


Head Draftsman


Technical Officer,


Superintending Engineer
Hydraulic Circle Anantnag/Kulgam
HQ: Anantnag

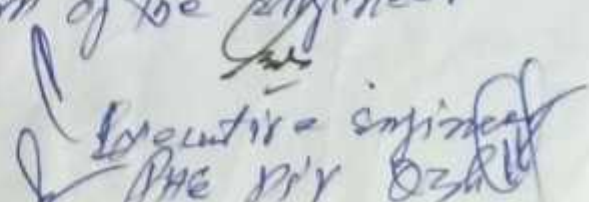
No. SE/Hyd/Cors/ 10612-15
Dated: 31/12/2022

Copy to the -	
1	Chief Engineer Jal Shakti (PHE) Department Srinagar for favour of information.
2	District Development Commissioner Anantnag (Chairman District Jal Jeevan Mission) for information. This is with reference to your authorisation issued vide letter No. DDCA/JJM/2022-23/3858-60 dated 30.07.2022
3	Executive Engineer Jal Shakti (PHE) Division Qazigund for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with JJM Guidelines. The work should be restricted to DAP/DPR provision during its execution.
4	File concerned.

No: PHE/ 638 Dt: 12-01-23

Copy forwarded to:-

Sp Asst Ex-Engineers PHE sub division Dorn for information and necessary action. The work to be got executed strictly in accordance with approved proposals and to close supervision of the Engineer in-charge.


Executive Engineer
PHE Div Dorn