

Government Jammu Kashmir (UT)
Office of the Executive Engineer Jal Shakti Department PHE Division, Shopian.
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Name :- Mohd Yaqoob Dar S/o Mohd Jabbar Dar R/o Frint Kulgam
Regd. No. 17/AAV/SE/Ang/2007-08
email ID:
GSTIN: 01AK1PD897812ZU

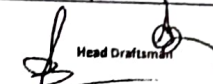
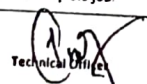
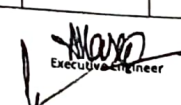
Allotment Order No. 16 of 2023 dated: /03/2023

Subject:- Laying & Fitting of Delivery and Distribution Mains consisting of GMS Tubes and Ductile Iron Pipes of different Nominal Bores along with pipe fittings and control valves & Execution of ancillary civil works like Construction of Bathroom/toilet, Renovation of existing pump house and chain link fencing at Water Supply scheme **Rebn Khajpora** of Division Shopian of Kashmir Province of UT of J&K, under Jal Jeevan Mission

References:
 1. This office Fresh E Nit No -44/JSDS of 2022-23 Dt -14.12.2022 (S No 05)
 2. Minutes of meeting DJJM Shopian held on 03.02.2023
 3. Accord of Administrative Approval Order No -SE/11yd/Spn/116 of 01/2020-21 Dated 27.01.2021 issued by Superintending Engineer Hydraulic Circle Shopian/Pulwama HQ Shopian vide No Se/11yd/Spn/4266-68 Dt:-27.01.2021.
 4 This office L. O I NO - JSDS/5490-96 Dated -11.02.2023
 5 Technical sanction ORDER No. CE/PHE/DI/592 of 09/2022Dt:-14.09.2022 issued by Chief Engineer Jal Shakti (PHE) Department Kashmir vide No. vide No.-CE/PHE/OB/22186-90 Dt. 14.09.20222

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: All kinds of soil : 1 meter from cutting edge | 613.05 | cum | ₹ 436.00 | ₹ 2,67,289.80 |
| 2 | Earth work in excavation by mechanical means (hydraulic excavator) 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, within a lead of 50 metres All kinds of soil : | 919.57 | cum | ₹ 232.05 | ₹ 2,31,777.62 |
| 3 | Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work 40 mm and 50 mm dia. G.I. pipes | | | | ₹ 0.00 |
| 3.1 | 65 mm dia. GI pipe | 1800 | mt | ₹ 73.05 | ₹ 1,31,490.00 |
| 3.2 | 50 mm dia. GI pipe | 1000 | mt | ₹ 40.80 | ₹ 40,800.00 |
| 3.3 | 40 mm dia. GI pipe | 1925 | mt | ₹ 40.80 | ₹ 78,540.00 |
| 3.4 | 25 mm dia. GI pipe | 2700 | mt | ₹ 30.65 | ₹ 82,755.00 |
| 3.5 | 20 mm dia. GI pipe | 3200 | mt | ₹ 20.25 | ₹ 64,800.00 |
| 4 | Making connection of G.I. distribution branch with G.I. main of following sizes complete | | | | ₹ 0.00 |
| 4.1 | 25 to 40 mm nominal bore | | | | |
| 4.2 | 50 to 80 mm nominal bore | 4 | each | ₹ 666.25 | ₹ 2,665.00 |
| 5 | Providing & fixing of M.S Flanges 12mm thick including cost, nuts, bolts, washers and all sorts of carriages involved up to the site of work. Complete job 100 mm dia/at bends etc) | 2 | each | ₹ 1,268.75 | ₹ 2,537.50 |
| 6 | 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) 50 mm dia. | 50 | joint | ₹ 1,320.00 | ₹ 66,000.00 |
| 7 | Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) 65mm nominal bore | 2 | each | ₹ 5,147.15 | ₹ 10,294.30 |
| 8 | Manufacturing/ fabrication and fixing of M.S surface box/chambers of size (0.60x0.60x0.75m) made out of 6mm thick MS sheet using 40x40x5mm angle iron for frame including cutting, hoisting and fixing in position incl. all locking arrangements, handles langes etc and applying priming coat of approved steel primer. The job includes providing and laying of cement concrete 1:2:4 on the base of frame to be embedded in, including all sorts of carriages involved for the completion of the job. The job is to be carried out as per the directions of Site-incharge complete job | 3 | each | ₹ 1,568.85 | ₹ 4,706.55 |
| 9 | Providing of FHTCs to every unconnected household including cost of 15mm to 20mm dia G.I pipe for a length of 6 to 20 mtrs with G.I fittings /specials incl laying & fitting of pipes, earth work in excavation and refilling The job includes providing and fixing of Water Meters complete job | 4 | No | ₹ 11,000.00 | ₹ 44,000.00 |
| | | 282 | No | ₹ 3,850.00 | ₹ 10,85,700.00 |

Head Draftsman: 
 Technical Officer: 
 Executive Engineer: 

No: 5505/6434-38
 Dt: 27-03-2023

Agreement

Order No (16)

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| | | | | | |
|------|---|---------|-----|---------------|---------------|
| 10 | Supplying, Installation, Commissioning and Testing of Electromagnetic Flow Meters of ISI/ reputed Make. (The item includes fabrication of M.S tall pieces, flanges, nuts bolts, R.I cloth etc, cutting of existing supply line, welding, wiring from panel board to site of installation complete as per requirement of site incl cost of RCC protective chamber of suitable size incl cost of M.S covers, ladders etc. complete job. | | | | |
| 10.1 | 100 mm dia | | | | |
| 10.2 | 80 mm dia | | | | |
| 10.3 | 65 mm dia | | | | |
| 11 | 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 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 : | 2 | No. | ₹ 25,300.00 | ₹ 50,600.00 |
| | | 2 | No. | ₹ 22,000.00 | ₹ 44,000.00 |
| | | 2 | No. | ₹ 20,900.00 | ₹ 41,800.00 |
| 12 | 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. All kinds of soil : | 2.22 | cum | ₹ 188.75 | ₹ 419.03 |
| 13 | Providing & laying of stone soling, hand packed in trenches. (Nallah) | 0.95 | cum | ₹ 539.35 | ₹ 512.38 |
| 14 | 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) | 19.51 | cum | ₹ 616.40 | ₹ 12,025.96 |
| 15 | 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) | 16.96 | cum | ₹ 4,861.84 | ₹ 82,456.72 |
| 16 | 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 20 mm nominal size) | 92.07 | cum | ₹ 5,437.74 | ₹ 5,00,652.72 |
| 17 | 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) | 36.06 | cum | ₹ 6,465.19 | ₹ 2,33,134.75 |
| 18 | Centering and shuttering including strutting, propping etc. and removal of form for: | | | | |
| 18.1 | Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc | | | | |
| 18.2 | Suspended floors, roofs, landings, balconies and access platforms. | 591.08 | sqm | ₹ 573.85 | ₹ 3,39,191.26 |
| 19 | Applying 12mm Cement plaster of mix: 1:4 (1 cement : 4 fine sand) | 6 | sqm | ₹ 635.60 | ₹ 3,813.60 |
| | | 639.44 | sqm | ₹ 260.05 | ₹ 1,66,286.37 |
| 20 | 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. Made of G.I. wire of dia 4 mm | 310.31 | sqm | ₹ 733.50 | ₹ 2,27,612.39 |
| 21 | Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work. | | | | |
| 22 | Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade. New work (two or more coats) over and including priming coat with cement primer. | 446.28 | sqm | ₹ 121.95 | ₹ 54,423.85 |
| 23 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level: Thermo-Mechanically Treated bars of grade Fe-500D or more. | 124.11 | sqm | ₹ 149.05 | ₹ 18,498.60 |
| 24 | Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification. | 430 | kg | ₹ 87.18 | ₹ 37,485.25 |
| 25 | Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. | 452 | kg | ₹ 57.90 | ₹ 26,170.80 |
| 26 | Brick work with common burnt clay F.P.S. (non-modular) bricks of class designated 75 in superstructure in Cement mortar 1:6 (1 Cement : 6 Fine sand). | 3767.42 | kg | ₹ 91.03 | ₹ 3,42,929.41 |
| 27 | Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia and length (hold fast lugs or with dash fasteners shall be paid for separately): First class kail wood | 3.81 | cum | ₹ 7,111.31 | ₹ 27,094.09 |
| | | 0.0951 | cum | ₹ 1,06,894.15 | ₹ 10,165.63 |
| 28 | Providing and fixing glazed shutters for doors, windows and clerestory windows using 4mm thick float glass panes including ISI marked M.S. pressed butt hinges bright finished of required size with necessary screws. 35mm Thick. First class kail wood | 1.65 | sqm | ₹ 3,726.05 | ₹ 6,147.98 |


Head draftsman


Technical Officer


Executive Engineer

No: 5505/6434-38
Dt: 27-03-2023

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|------|---|--------|--------------------|-------------|---------------|
| 29 | Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows including ISI marked M.S. pressed Butt hinges bright finished of required size with necessary screws excluding panelling which will be paid for separately, all complete as per direction of engineer- in charge. | 1.65 | sqm | 2501.75 | ₹ 4,127.89 |
| 30 | Providing, and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS:15622 of approved make, laid on 20 mm thick bed of cement mortar 1:4 (1 cement : 4 coarse sand) including pointing, the joints with white cement and matching pigment etc., complete. In colour such as White, Ivory, Grey, Fume Red Brown | 11.03 | sqm | ₹ 1,052.75 | ₹ 11,611.83 |
| 31 | Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades, except burgundy, bottle green, black of any size as approved by Engineer- in-Charge, in skirting, risers of steps and dados over 12 mm thick bed of cement mortar 1:3 (1 cement :3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. | 42.35 | sqm | ₹ 1,161.05 | ₹ 49,170.47 |
| 32 | Providing and installation of water Geyser 50 ltr of reputed make Like Havells/Recold/Venus, incl nuts bolts, and all sanitary fittings, angle valves, cp connections etc complete job. | 1 | job | ₹ 22,000.00 | ₹ 22,000.00 |
| 33 | Providing & fixing White vitreous china water closet squatting pan (Indian type) along with "S" or "P" trap including dismantling of old WC seat and "S" or "P" trap at site complete with all operations including all necessary materials, labour and disposal of dismantled material i/c malba, all complete as per the direction of Engineer-in charge.Orissa pattern W.C Pan of size 580x440 mm | 1 | each | ₹ 3,690.25 | ₹ 3,690.25 |
| 34 | Providing and fixing of wash basin vitreous china of ISI mark incl cost of fittings and brackets, incl cost of waste pipe, angle valves, cutting and making good the walls wherever required.(450 x 300 mm). | 1 | each | ₹ 3,850.00 | ₹ 3,850.00 |
| 35 | Providing and fixing of salem stainless steel kitchen sink of ISI mark 304 (18/8) as per IS 13983 with C.I brackets and S.S plug 40mm incl painting of fittings and brackets, incl cost of waste pipe, cutting and making good the walls wherever required.(610x510x200mm). | 1 | each | ₹ 4,575.20 | ₹ 4,575.20 |
| 36 | Providing of fixing of sanitary items as under: | | | | |
| 36.1 | Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc.:15 mm dia. nominal bore | 50 | mtr | ₹ 431.10 | ₹ 21,555.00 |
| 36.2 | Providing and fixing brass bib cock of approved quality.15 mm nominal bore | 5 | each | ₹ 318.85 | ₹ 1,594.25 |
| 36.3 | Providing and fixing 15 mm nominal bore C.P. brass angle valve for basin mixer and geyser points of approved make conforming to IS : 8931 | 8 | each | ₹ 536.10 | ₹ 4,288.80 |
| 36.4 | Providing and fixing 15 mm nominal bore of standard back type C.P.brass close hole basin mixer pillar tap of approved quality and make, weighing not less than 1.970 kg. | 2 | each | ₹ 2,207.60 | ₹ 4,415.20 |
| 36.5 | Providing & fixing of sanitary items like, a soap case and a towel rod, holders, Mirror with mirror shelf incl cost of screws etc complete job. | 1 | job | ₹ 5,500.00 | ₹ 5,500.00 |
| 37 | Providing of lighting electric points incl. Cost of wiring, earthing, switches, MCBs, LED Luminaries and cost of wiring from 1.5mm thick PRF Coil.(all the items should confirm to the IS codes from reputed manufacturer such as Havells/L&T/Polycab/Legrand, complete job. | 10 | point | ₹ 1,650.00 | ₹ 16,500.00 |
| 38 | Providing, installation and testing of heating points incl. Cost of wiring, earthing, switches, MCBs, switch boards and all accessories cost of wiring from 1.5mm thick PRF Coil.(all the items should confirm to the IS codes from reputed manufacturer such as Havells/L&T/Polycab/Legrand, complete job. | 3 | point | ₹ 2,200.00 | ₹ 6,600.00 |
| 39 | Providing & Fixing of hardware items like hinges, handles tower bolts of ISI Make for doors & ventilators incl cost of screws etc complete job.. | 1 | job | ₹ 8,800.00 | ₹ 8,800.00 |
| 40 | Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank | 1000 | per liter capacity | ₹ 11.25 | ₹ 11,250.00 |
| 41 | construction of Soakage pit 10 mtrs deep, one mtr Diameter including providing / fixing of pre cast reinforced concrete rings and top precast cover at site as per the satisfaction of Engineer In charge, complete job. | 1 | job | ₹ 13,200.00 | ₹ 13,200.00 |
| 42 | Cement concrete flooring 1:2:4 (1 cement: 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.25mm thick with 12.5 mm nominal size stone aggregate. | 40.61 | sqm | ₹ 372.80 | ₹ 15,139.41 |
| 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. | 1340.1 | cum | ₹ 198.70 | ₹ 2,66,277.87 |
| 44 | Carriage of material from source upto dumping site by mechanical means incl. loading, unloading and stacking complete. | | | | |

Head Draftsman

Technical Officer

Executive Engineer

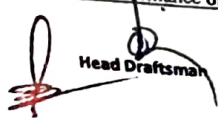
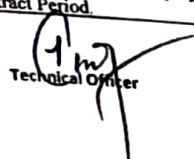

No: 3305/6434-38
DT: 27-03-2023

Allotment order No (16) 03/2023

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|--|--------|-----|--------|-------------|
| Below 100mm dia G.I pipes for an avg. lead of 17kms. | | | | |
| cement & steel from nearest source for an avg. lead of 12kms. | | | | |
| Sand for an avg. lead of 29 kms. | | | | |
| 44.4 Stone aggregates for an avg. lead of 15 kms. | 31.21 | M.T | 325.24 | ₹ 10,150.74 |
| 44.5 Stone soling for an avg. lead of 03 km | 43.24 | M.T | 271.25 | ₹ 11,728.85 |
| 44.6 Bricks for an avg. lead of 10km | 82.31 | cum | 491.71 | ₹ 40,472.65 |
| 45 Extra Carriage of material from dumping site to actual site of work by manual means (Head load) for an avg. lead of 300 mtrs. | 125.38 | cum | 341.57 | ₹ 42,826.05 |
| 45.1 Below 100mm dia G.I pipes for lead of 200m | 19.51 | cum | 203.05 | ₹ 3,961.51 |
| 45.2 cement for lead of 100m | 1906 | No | 0.75 | ₹ 1,429.50 |
| 45.4 steel for lead of 100m | | | | |
| 45.5 Sand for lead of 100m | 31.21 | M.T | 376.05 | ₹ 11,736.52 |
| 45.6 Stone aggregates for lead of 100m | 42.81 | M.T | 139.4 | ₹ 5,967.71 |
| 45.7 Stone soling for lead of 100m | 0.43 | M.T | 299.41 | ₹ 128.75 |
| Bricks for an avg. lead of 100m | 82.31 | cum | 255.59 | ₹ 21,037.61 |
| | 125.38 | cum | 255.59 | ₹ 32,045.87 |
| | 19.51 | cum | 300.7 | ₹ 5,866.66 |
| | 1906 | No | 0.47 | ₹ 895.82 |
| | | | | ₹ 50,42,735 |
| | | | | ₹ 50,427 |
| | | | | ₹ 49,92,308 |

| | | | | |
|--------------------------------|--|--|-----------------------------|-------------|
| Add Quoted/Accepted percentage | | | | |
| Terms & Conditions | | | Total Schedule Value | ₹ 895.82 |
| | | | -(Minus) 1.000% | ₹ 50,42,735 |
| | | | Alloted Amount | ₹ 50,427 |
| | | | | ₹ 49,92,308 |

- 1 The cost of work should in no case exceed beyond Rs. 49.92 lacs/=- (Rupees forty nine thousand ninety two thousand Only)
- 2 **The overall payment under the contract will be restricted to DAP/DPR provision.**
- 3 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.
- 4 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.
- 5 Performance security deposited by you vide **Bank Guarantee for an amount of Rs.151500/- (Rupeesone lac forty seven thousand Only) through The J&K Bank Frisal Kulgam vide Reference No. 611652 dated 10.03.2023** as security deposit shall be released only after successful completion & expiry of DLP of the work.
- 6 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.
- 7 The work shall have to be completed within a period of **one hundred fifty (150) days** from the date of issuance of LOI or allotment mentioned above whichever is earlier.
- 8 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.
- 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, vedigraphic 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 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.

 Head Draftsman
 Technical Officer
 Executive Engineer

No: 3585/6434-38
 DT: 27-03-2023

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| 17 | 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. |
| 18 | No price escalation will be paid for completion of the work within stipulated time or extended date of completion due to any reason whatsoever. |
| 19 | No extra claim towards any type of tax, freight, etc shall be entertained whatsoever. |
| 20 | No mobilisation advance shall be paid. |
| 21 | 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. |
| 22 | 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 07 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. |
| 23 | 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. |
| 24 | 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. |
| 25 | 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. |
| 26 | 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. |
| 27 | 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. |
| 28 | The damage caused to the work during execution or prior to actual completion of work/handing 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. |
| 29 | 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. |
| 30 | Adequate precautions be taken for environment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work. |
| 31 | No objection certificate from the concerned regulatory authority may also be sought wherever required. |
| 32 | 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,

Executive Engineer
PHE Division Shopian.

No:- 7508/6434-38

DT:- 27-03-2023

Copy to the :-

- 1 Chief Engineer, Kmr. Jal Shakti (PHE) Department Srinagar for favour of information.
- 2 District Development Commissioner SShopian (Chairman District Jal Jeevan Mission) for information.
- 3 Superintending Engineer Hydraulic Circle Shopian Pulwama for favour of information. period and strictly in accordance with JJM Guidelines.
- 4 Assistant Executive Engineer, PHE Sub-Division Shopian for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with JJM Guidelines.
- 5 File concerned.