

108

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBHARA					
M/S SUHAIL AHMAD ALLIE	No/PHB: 13121-25				
S/O Gh Hassan Allie	Dated: 08-12-22				
R/O Khandipahri	GST. No.: 01AMEPA6204G1ZY				
Regd: SE/R&B/SB-B448 OF 2016-17					
Tender ID: 2022_PHE_173776_22	Alloted cost Rs: 22.395 Lacs				
Adv. Cost Rs: 24.21 Lacs					
Subject:-	Construction and Successful commissioning of 0.40 Lac Gallons Collection Sump with Sluice Chamber WSS Bul Bul Nowgam Under Jal Jeevan Mission Part 2nd				
Reference	1. In response to this office Fresh: e-NIT No. 23 OF 2022-23 NO/PHE/3025-45 Dated: 11-06-2022				
	02. Read with date Extension No: PHB/2080-2100 Dated: 23.05.2022				
	03. Read with date Extension No: PHB/2440-60 Dated: 28.05.2022				
	05. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3858-60 Dated: 30.07.2022				
	06. Superintending Engineer Hyd.Circle Anantnag's Authorization Letter No:SE/Hyd/4590 Dated: 03.08.2022				
	7. This office letter of intent No/PHB/6769-76 Dated: 03.08.2022				
	For & on behalf of Lt. Governor of J&K (UT), contract for above noted work is hereby fixed with you on the following quoted rates :-				
Sl.No	Description of Work / Item(s)	Qty	Units	Estimated Rate	Amount
1	Earth work in excavation over areas exceeding 30 cm and upto 1.5 m in depth 1.5 m in width as well as 10 sqm on plan inclding disposal of excavated soil upto 1mt from cutting edge.				
1.1	a) All Kinds of Soil	48.00	Cum	436.00	20928
2	Earth work in excavation by manual means over areas (exceeding 30 cm and 1.5m in depth, 1.5m in width as well as 10 Sqm on plan) incl. disposal of excavated earth up to 1m from cutting edge, disposed earth to be levelled & neatly dressed in all kinds of soil.	587.10	Cum	539.35	316652
3	Extra for every additional lift of 1.5m or part thereof.	393.00	Cum	81.85	32167
4	Providing and laying of dry stone soling tightly hand packed on horizontal levels of size 50 mm in layers including all carriages complete	15.60	Cum	1320.00	20592
5	Providing and laying of 1:4:8 nominal mix cement concrete .	10.60	Cum	4861.84	51536
6	Providing & Laying in Position machine batched mix design of M-25 grade for Reinforced Cement Concrete				
6.1	All works upto Plinth Level	20.40	Cum	7911.26	161390
6.2	Above Plinth Level upto Floor V level	24.80	Cum	9302.98	230714

7	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing & Reinforcement all work up to plinth level (1:1.5:3) 1 cement, 1.5 course sand, 3 graded stone aggregate 20 mm nominal size)	2.00	Cum	7800.76	15602
8	Reinforced cement concrete work in walls (any thickness) including attached pilasters, buttresses, plinth & string courses, fillets, columns, pillars, piers, abutments, posts & struts etc. up to floor five level excluding the cost of centring, shuttering, finishing & reinforcement 1:1.5:3 (1cement, 1.5 Course sand, 3graded crushed stone) aggregate 20mm nominal size.	3.70	Cum	9408.14	34810
9	Reinforced cement concrete work in arches ribs domes vaults shells folded plate and roofs having slope more than 15° up to floor five level excluding cost of centring, shuttering, finishing and reinforcement with 1:1.5:3 mix (01 cement, 1.5 course sand, 03 stone aggregate of 20mm nominal size).	8.80	Cum	10404.52	91560
10	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15degree, landings, balconies shelves, chajjas, lintels, bands, plan window sills, stair cases and spiral stair cases up to floor five level excluding the cost of centring, shuttering, finishing and reinforcement in 1:1.5:3 mix (1 cement, 1.5 coarse sand, 3graded stone aggregate) 20 mm nominal size.	3.00	Cum	10297.04	30891
11	Centring and shuttering including strutting, propping and removal of form work.				0
11.1	a) Foundations	15.10	Sqm	262.30	3961
11.2	b) Walls	270.50	Sqm	573.85	155226
11.3	c) Beams, Lintels etc	19.30	Sqm	502.85	9705
11.4	d) Suspended Floors, Roofs, Landings etc	4.00	Sqm	635.60	2542
11.5	e) Arches, Domes etc upto span 6mtr	75.60	Sqm	2086.80	157762
11.6	h) Edges of Slabs & breaks in floor walls	9.20	R.M	242.30	2229
12	Extra for Shuttering in Circular Works				
12.1	i) Foundations	10.70	Sqm	52.46	561
12.2	ii) Walls	220.70	Sqm	114.77	25330
12.3	iii) Beams	19.30	Sqm	100.57	1941
12.4	vi) Extra for Domes exceeding 6 mtr Span	75.60	Sqm	1008.45	76239
12.5	12 mm thick cement plaster in 1:3 mix with floating coat of neat cement (1	168.10	Sqm	343.75	57784

12.6	12mm thick cement plaster in 1:4 mix (1 cement, 4 fine sand).	160.80	Sqm	325.45	52332
13	Providing Reinforcement to RCC works including bending, binding, cutting, straitening and placing in position complete.	5650.60	Kg	87.18	492619
14	Extra for providing and mixing water proofing material in cement conc work in doses by weight of cement as per manufacturing specifications	361.00	Kg	57.90	20902
15	Provision for Dewatering during execution of work	1450.00	K.L	155.55	225548
16	Structural steel works in built up sections.	200.00	Kg	95.16	19032
17	Back-filling of available excavated soil into the trench excluding rock.	222.40	Cum	198.70	44191
18	Carriage of material from source to dumping site at road by mechanical transport.				
18.1	a) Cement/ Steel (10 Km)	34.70	M.T	249.65	8663
18.2	b) Sand (30 Km)	37.20	Cum	501.65	18661
18.3	c) 20 mm Aggregate (20 Km)	56.50	Cum	551.33	31150
18.4	d) 40 mm Aggregate (20 Km)	9.50	Cum	437.30	4154
18.5	e) Stone Solling (5 Km average)	15.60	Cum	242.67	3786
Total Amount Advertized					2421000
Deduct @ 7.50% for all items rates quoted by the bidder					181500
Allotted cost after the deduction					2239500
Say Rs:					22.395 Lacs

Rates & Qty Checked

Head
Draftsman

Technical Officer

Executive Engineer
Jai Shakti PHE Division Bhubhara

Terms & Conditions

1	The cost of work should in no case exceed beyond Rs. 22.395 Lacs Twenty two lac thirty nine thousand five hundred only
2	The work shall have to be completed within a period of 45 working days from the date of issuance of this allotment order failing which penalty upto 10% of the total value of contract shall be imposed upon you.
3	Earnest money deposited by you vide C DR NO:021692 DT: 27.06.2022 RS: 49000/- and No: 0021763 Dated: 20.08.2022 Rs: 24500/- successful completion of the work and expiry of defect clause.
4	Client/Paying Authority: The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Assistant Executive Engineer
5	Terms of Payment: Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work viz a viz completion period within a variation of -5%.

6	Warranty: The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm /joint venture shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm/joint venture to remove the defect, the Department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.
7	Trial Run: 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.
8	Defects Liability Period (DLP): 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.
9	Liquidated damages (LD) 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 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.
10	Force Majeure: 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 or 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.
11	Specifications of job: Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.
12	Bidder Dying, Becoming Insolvent Or Imprisoned: 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 communications/ instructions.
13	Safety of Govt. Infrastructures: The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc, pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allottee.
14	Allottee's risk and insurance: 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.

15	Work under Bidders Charge: 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.
16	Setting Out of Works: 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.
17	Labour: The bidder shall make his own arrangements for the engagement of all types of the labour, required for the execution of the job. No workman below the age of 18 years shall be employed on the works. Also the bidder shall comply with the provisions of all labour laws and the rules framed there under.
18	Storage at Site: The bidder shall at his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at sites till its erection/completion. For the purpose the bidder shall, with the approval of Engineer in charge construct temporary storage accommodation for equipment/ material at site for which land shall be provided by the department near the site of work.
19	Watch & Ward of Works: 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.
20	Final Acceptance: The equipment/work shall be accepted by the Department only after the system has been tested and has performed satisfactorily in all respects, at site, in accordance with the provisions of the contract.
21	Cleaning Up: On completion of the works the bidder shall clear away, load into trucks or any other transport and remove from the site all constructional plant, surplus materials, dismantled or otherwise, earth and rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition, to the satisfaction of the Department.
22	Power and Water Supply: The bidder/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, testing and commissioning of the equipment ordered on him. The bidder shall pay for all electrical energy consumed by him for this purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the bidder/firm directly to the Power Corporation and the bidder's final bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division. The Division shall not be responsible, and the bidder shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The bidder/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc.
23	Agreement: As soon as letter of award is communicated to the firm, the contract shall be complete and binding upon them, the bidder/firm shall also be required to execute an agreement with the competent authority within seven days from the date of issue of letter of award. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the letter of award in favour of successful firm.
24	Tender quantities: <u>The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site as per the design and other considerations. The successful bidder shall have no claim/ reservation on this account and the decision of the department shall be final and binding.</u>

25	Third Party Monitoring: 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.
26	All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.

Copy to the :-

- 1 Chief Engineer Kmr PHE Department Srinagar for favour of information please.
- 2 District Dev.Commissioner Anantnag for favour of information please
- 3 Superintending Engineer Hyd. Circle Bijbehara for favour of information
- 4 Assistant Executive Engineer PHE Sub -Division Anantnag for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.
- 5 Technical Officer Divisional Office for information
- 6 File Concerned



Executive Engineer
SD PHE Division Bijbehara

Anantnag - 77 M. 22/23

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBHARA

L/S M/S ellahie constructions	No/PHB: 15086-90
Prop: Haji Ajaz Ahmad Allie	Dated: 09-01-2023
S/O Khandipahri	GST. No.: 01AHKPA3664R2Z5
Regd: 02/AAYSE/Hyd/Ang/2007-08	
Tender ID: 2022_PHE_166937_14	
Adv. Cost Rs: 66.74 Lacs	Cost of LI Rs: 68.07 Lacs
	Allotted Cost Rs: 65.19 Lacs

Subject:-	Laying/ Fitting of Pipes including Construction of Chain Link Fencing, Intake works and D.G Shed WSS Bul Bul Nowgam under JJM
	1.Your tender received in response to this office : e-NIT No. 02OF 2022-23 Dated: 18 -04-2022 No: PHB/451-71 Dated: 18.04.2022
	02. Read with Corrigendum No: PHB/1440-30 Dated: 10.05.2022
	04. Read with Corrigendum No: PHB/1770-1790 Dated: 18.05.2022
	05. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/3558-60 Dated: 30.07.2022
	06. Superintending Engineer Hyd.Circle Anantnag's Authrozation Letter No:SE/Hyd/4590 Dated: 03.08.2022
	05. Superintending Engineer Hyd.Circle Anantnag's Authrozation Letter No:SE/Hyd/8323-24 Dated: 05.11.2022
	7.This office letter of intent No/PHB/ 8999-9006 Dated: 02.09.2022

For & on behalf of Lt. Governor of J&K (UT), contract for above noted work is hereby fixed with you on the following quoted rates :-

Sl.No	Description of Work / Item(s)	Qty	Units	Estimated Rate	Amount
1	Earth work in excavation over areas exceeding 30 cm and upto 1.5 m in depth 1.5 m in width as well as 10 sqm on plan inclding disposal of excavated soil upto1mt from cutting edge.				
2	a) All Kinds of Soil	3134.54	Cum	436	1366659
3	b) Ordinary Soft Rock	761.95	Cum	841.6	641257
4	Providing and laying hand packed stone soling 50 mm nominal size including filling, spreading, dressing, ramming, all leads lifts and all carriages complete.	27.13	Cum	1320	35812
5	Providing and laying of 1:4:8 nominal mix cement concrete.	18.36	Cum	4861.835	89263
6	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing & Reinforcement all work up to plinth level (1:1.5:3) 1 cement, 1.5 course sand, 3 graded stone aggregate 20 mm nominal size)	4.15	Cum	7800.76	32373
7	Reinforced cement concrete work in walls (any thickness) Including attached pilasters, buttresses, plinth & string courses, fillets, columns, pillars, piers, abutments, posts & struts etc. up to floor five level excluding the cost of centring, shuttering, finishing & reinforcement 1:1.5:3 (1 cement, 1.5 Course sand, 3graded crushed stone) aggregate 20mm nominal size.	17.41	Cum	9408.135	163796
8	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15degree, landings, balconies shelves, chajjas, lintels, bands, plan window sills, stair cases and spiral stair cases up to floor five level excluding the cost of centring, shuttering, finishing and reinforcement 1:1.5:3 mix (1 cement, 1.5 coarse sand, 3graded stone aggregate) 20 mm nominal size.	0.41	Cum	9849.345	4038
9	Centring and shuttering including strutting propping and removal of form work.				
10	a) Foundations	139.47	Sqm	262.3	36583
11	b) Walls	364.08	Sqm	573.85	208927
12	c) Beams, Lintels etc	38.15	Sqm	502.85	19184
13	e) Suspended Floors, Roofs, Landings etc	2.25	Sqm	635.6	1430
14	f) Edges of Slabs & breaks in floor walls	7.20	R.M	242.3	1745
15	12 mm thick cement plaster in 1:3 mix with floating coat of neat cement (1 cement, 3 fine sand).	162.93	Sqm	343.75	56007
16	15mm thick cement plaster in 1:6 mix (1 cement, 6 fine sand).	396.87	Sqm	278.6	110568
17	Providing and laying in position specified grade of cement concrete in 1:2:4 nominal mix.	60.40	Cum	6465.195	390498
18	Providing Reinforcement to RCC works including bending, binding, cutting, straitening and placing in position complete.	2074.335	Kg	87.175	180830
19	Extra for providing and mixing water proofing material in cement conc work in doses by weight of cement as per manufacturing specifications	120	Kg	57.9	6948
20	Structural steel works welded in buildup sections, trusses and framed works including cutting, hoisting, fixing in position and applying a priming coat of approved metal primer complete.	3608.644	Kg	102.135	368569
21	Providing 50mm thick cement concrete flooring with floating coat of neat cement	22.75	Sqm	505	11489
22	Providing and fixing of corrugated G.S. Sheets including vertical/curved surfaces with polymer coated J or L hooks (0.50mm thick).	97.5	Sqm	830.5	80974
23	Providing ridge or hip of width 60cm over all with plain G.S. Sheets fixed with polymer coated J or L hooks (0.50mm thick).	7.5	R.M	626.7	4700



24	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give even shade two or more coats on new work including priming coat of approved brand and manufacture.	201.6	Sqm	179.8	36248
25	Structural steel works in built up sections.	3900	Kg	91.025	362280
26	Providing and fixing of chain link fencing.	288	Sqm	733.5	211248
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, ladders, railings, brackets, gates & similar works.	255	Kg	146.63	37391
28	Providing and filling of sand around PCC block including all carriages complete up to site.	6.459	Cum	787.4	5086
29	Providing and laying in position specified grade of cement concrete in 1:2:4 nominal mix.	15.42	Cum	7542.4	116304
30	Providing & Fixing M.S Flanges to G.I Pipes including cost of nuts, bolts, washers etc complete.				
31	a) 100 mm M.S Flanges	33	Pair	1520	50160
32	b) 80 mm M.S Flanges	150	Pair	1100	165000
33	c) 65 mm M.S Flanges	100	Pair	1000	100000
34	Laying in position centrifugally cast (spun) iron S&S or flanged pipes (excluding cost of pipes)	839.98	Qty	245.55	206257
35	Providing push-on-joints to centrifugally (Spun) Cast Iron Pipes or Ductile Iron Pipes including testing of joints.				
36	a) 200 mm D.I Pipe	145	Joint	213	30885
37	b) 150 mm D.I Pipe	273	Joint	144.7	39503
38	c) 100 mm D.I Pipe	255	Joint	89.7	22874
39	Laying & Fitting of G.I Pipes .				
40	a) 65 mm G.I Pipe	300	Mtr	73.05	21915
41	b) 50 mm G.I Pipe	1600	Mtr	40.8	65280
42	c) 40 mm G.I Pipe	1400	Mtr	40.8	57120
43	d) 25 mm G.I Pipe	2500	Mtr	30.65	76625
44	e) 20 mm G.I Pipe	2200	Mtr	20.25	44550
45	f) 15 mm G.I Pipe	2100	Mtr	20.25	42525
46	Making Connections of G.I branch with G.I main including providing & Fixing Tees etc Complete.				
47	a) Above 40 mm	20	No	1268.75	25375
48	b) Below 40 mm	80	No	666.25	53300
49	Back-filling of available excavated soil into the trench excluding rock.	3413.03	Cum	198.7	678169
50	Providing & Fixing of Regulation valves as per site requirement of standard quality with necessary tail pieces				
51	a) 150 mm Dia Sluice Valve	3	No	20243	60729
52	b) 100 mm Dia Sluice Valve	3	No	13164	39492
53	Structural Steel work for Providing/Fabricating & Providing M.S Bends, Tees as per site requirement to be fabricated at site including hire charges of DG set, Welding Machine etc complete.	800	Kg	114.675	91740
54	Carriage of material from source to dumping site at road by mechanical transport.				
55	a) Cement/ Steel (10 Km)	47.69	M.T	249.6535	11906
56	b) Sand (30 Km)	57.37	Cum	501.653	28780
57	c) 20 mm Aggregate (20 Km)	86.73	Cum	551.333	47817
58	d) 40 mm Aggregate (20 Km)	13.82	Cum	437.299	6043
59	e) Stone Soling (5 Km average)	27.13	Cum	242.673	6584
60	h) 200 mm dia D.I Pipe(20Km)	800	Mtr	23.84	19072
61	i) 150 mm D.I Pipe (20 Km)	1500	Mtr	14.66	21990
62	j) 100 mm D.I Pipe (20 Km)	1400	Mtr	8.79	12306
63	k) 80 to 15 mm G.I Pipe(20 Km)	32.74	M.T	357.6385	11709
64	Extra Carriage of Pipes from nearest dumping site to actual site of work by manual labour for				
65	a) 200 mm dia D.I Pipe(500 mtr	800	Mtr	13.54	10832
66	b) 150 mm D.I Pipe (500 mtr	1500	Mtr	13.54	20310
67	c) 100 mm D.I Pipe (500 mtr	1400	Mtr	9.61	13454
68	d) 80 to 15 mm G.I Pipe((500 mtr	32.74	M.T	355.695	11645
	Total			6674000	
	Add 02% all items of work			133480	
	Allotted cost after the added 2%			6807480	
	Allotted Amount as per the approved DPR			65.19Lacs	

Rates & Qty Checked

Head Draftsman

Technical Officer

Executive Engr.
Jal Shakti PHE Division Bijbehara

Terms & Conditions

1 The cost of work should in no case exceed beyond Rs. 65.19 Lacs (Rupees Sixty five lac nineteen thousand) only within the approved Accorded provision (Accorded by the worthy Chief Engineer Kmr PHE Department Srinagar.



Scanned with OKEN Scanner

	<p>The work shall have to be completed within a period of 45 days from the date of issuance of this allotment order failing which penalty upto 10% of the total value of contract shall be imposed upon you.</p>
3	<p>Earnest money deposited by you vide BG 0898IPBG2211005 Dt: 23.11.2022 Rs: 200220/- successful completion of the work and expiry of defect clause.</p>
4	<p>Client/Paying Authority: The client/paying authority shall be the concerned Executive Engineer. Besides, the supervision of the various components of the work shall be carried out by the concerned Engineers of the Division/TPIQM consultants under the overall coordination of the concerned Superintending Engineer Hydraulic Circle/Executive Engineer/Assistant Executive Engineer</p>
5	<p>Terms of Payment: Payment can be claimed on a monthly basis subject to the amount of bill being proportionate to the value of work viz a viz completion period within a variation of -5%.</p>
6	<p>Warranty: The firm shall be bound for satisfactory performance of works for 18 months after the successful commissioning of subject work. If during warranty period any malfunctioning/ defects arise, the firm /joint venture shall have to rectify the same within a period of ten days of receipt of intimation. In case of any failure on the part of the firm/joint venture to remove the defect, the Department may get the defects removed/ repaired by any other agency and cost thereof shall be recovered from the firm / joint venture and shall be recommended for further punitive action as governed under the relevant clause of the contract including blacklisting.</p>
7	<p>Trial Run: 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.</p>
8	<p>Defects Liability Period (DLP): 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.</p>
9	<p>Liquidated damages (LD) 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 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.</p>
10	<p>Force Majeure: 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 or 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.</p>
11	<p>Specifications of job: Tenderer/s must execute the works as per the requirements/specifications detailed in the relevant/applicable IS code/s.</p>
12	<p>Bidder Dying, Becoming Insolvent Or Imprisoned: 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. communications/ instructions.</p>
13	<p>Safety of Govt. Infrastructures: The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the allottee.</p>
14	<p>Allottee's risk and insurance: 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.</p>
15	<p>Work under Bidders Charge: 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.</p>
16	<p>Setting Out of Works: 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.</p>

17	Labour: The bidder shall make his own arrangements for the engagement of all types of the labour, required for the execution of the job. No workman below the age of 18 years shall be employed on the works. Also the bidder shall comply with the provisions of all labour laws and the rules framed there under.
18	Storage at Site: The bidder shall at his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at sites till its erection/completion. For the purpose the bidder shall, with the approval of Engineer in charge construct temporary storage accommodation for equipment/ material at site for which land shall be provided by the department near the site of work.
19	Watch & Ward of Works: 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.
20	Final Acceptance: The equipment/work shall be accepted by the Department only after the system has been tested and has performed satisfactorily in all respects, at site, in accordance with the provisions of the contract.
21	Cleaning Up: On completion of the works the bidder shall clear away, load into trucks or any other transport and remove from the site all constructional plant, surplus materials, dismantled or otherwise, earth and rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanship condition, to the satisfaction of the Department.
22	Power and Water Supply: The bidder/firm shall make his own arrangement, at his own cost, for all lines, individual power points, etc. to the machinery and plant required by him for the erection, testing and commissioning of the equipment ordered on him. The bidder shall pay for all electrical energy consumed by him for this purpose at the prevalent electricity tariff in J&K State. Such charges shall be paid by the bidder/firm directly to the Power Corporation and the bidder's final bill shall be settled only after he gets a no outstanding certificate from the concerned Electric Division. The Division shall not be responsible, and the bidder shall have no claim whatsoever for any interruption in power supply or voltage fluctuation or total cut off at the site. The bidder/firm must provide an alternative source of power, at his own cost, at the site for completion of the work. The bidder shall make his own arrangements for water to be used for the execution/Hydro-testing/ water tightness Test/ Curing, labour colony, Site Office etc.
23	Agreement: As soon as letter of award is communicated to the firm, the contract shall be complete and binding upon them, the bidder/firm shall also be required to execute an agreement with the competent authority within seven days from the date of issue of letter of award. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the letter of award in favour of successful firm.
24	Tender quantities: The advertised quantities in the tender documents are tentative and subject to increase or decrease, depending upon actual requirement at site as per the design and other considerations. The successful bidder shall have no claim/ reservation on this account and the decision of the department shall be final and binding.
25	Third Party Monitoring: The allotted works shall be subject to check by the third party monitoring agency (TPQM) 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 TPQM'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.
26	All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.

Copy to the :-

- 1 Chief Engineer Kmr PHE Department Srinagar for favour of information please.
- 2 District Dev. Commissioner Anantnag for favour of information please
- 3 Superintending Engineer Hyd. Circle Anantnag for favour of information
- 4 Assistant Executive Engineer PHE Sub -Division Anantnag for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.
- 5 Technical Officer Divisional Office for Information
- 6 File Concerned

Executive Engineer
JSD PHE Division Bijbehara
[Signature]

OHT

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Anantnag

JJM

22-23

OFFICE OF THE EXECUTIVE ENGINEER PHE, DIVISION BIJBEHARA

M/S Classic Construction	No/PHB: 10300-92
Prop: Shabir Mustafa Rafiqui	Dated: 10-10-2022
R/O 28-A Polo view Srinagar	GST. No.: 01AAFFC3888H1ZJ
Regd. No.: CCW-J/S&K/AAY/59 OF 2008	
Tentative Adv. Cost Rs: 89.40 Lacs	Allotted cost Rs: 96.24 Lacs

Subject:-	Construction/Testing/Commissioning of 0.60 Lac Gallon Capacity OHT of column type with staging height of 20 mtrs at Bul Bul Nowgam under Jaljeevan Mission (JJM) District Anantnag
Reference	1. Chief Engineer Kmr PHE Department Srinagar's e-NIT No: 129 of 2021-22 issued under endoresment No:CE/PHE/DB/41981-42033 Dated:21.02.2022 02. UT Level Committee meeting held on 28/04/2022 under the Chairmanship of Development Commissioner Works PW (R&B). 03. Chief Engineer Jal Shakti (PHE) Department Srinagar's letter No:CE/PHE/JJM/2846-90 dated 09/05/2022. 04. DJJM /District Development Commissioner Anantnag's Authorization No:DDCA/JJM/2022-23/1385-89 Dated: 23.05.2022 05. Superintending Engineer Hyd.Circle Anantnag's Authroization Letter No:SE/Hyd/1700-02 Dated: 23.05.2022 06. Read with corrigendum No:CE/PHE/JJM/4195-4242 Dated: 21.05.2022 07. This office Letter of intent No/PHB/2159-61 Dated: 23.05.2022

For & on behalf of Lt. Governor of J&K (UT), contract for above noted work is hereby fixed with you on the following quoted rates :-

S No.	Description of Work / Item(S)	Unit	Qty	Estimated Rate	Amount (In Rs)
1	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 m ² on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge.	Cum	489.69	188.75	92429
2	Extra for every additional lift of 1.5 m or part thereof in excavation/banking excavated or stacked material :				
2.1	All kinds of soil :	Cum	272.04	81.65	22212
3	Earth work in bulk excavation by manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 m ² on plan) including disposal of excavated earth lead upto 50 meters and lift upto 1.5 m, as directed by Engineer-in-Charge.				
3.1	All kinds of soil :	Cum	54.41	539.35	29346
4	Providing and laying hand packed stone soling (Quarry) 75mm nominal size including ramming and dressing including all leads lifts and all carriages complete.	Cum	30.77	1320.00	40616
5	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:				
5.1	1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	Cum	15.38	4861.84	74775
6	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				
6.1	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)-M-20 Mix	Cum	150.58	7800.76	1174638

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7	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.				
7.1	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	96.086	9408.14	903990
8	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:				
8.1	1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	4.76	9849.35	46883
9	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. Note: - Cement in this item is @ 330 kg / cum. Excess or less cement used as per design mix is content considered payable or recoverable separately.				
9.1	All works above plinth level upto floor V level	Cum	56.16	9302.98	522455
10	Reinforced cement conc. Work in orches ribs domes valuts shells folded plate and roofs having slopes more than 15 degree up to floor five level excluding cost of centring , shuttering , finishing and reinforcement with M-20 Desg mix (01 cement , 1.5 coarse sand , 03 stone aggregate of 20mm nominal size)	Cum	12.9	10404.52	134218
11	Extra for R.C.C./B.M.C./R.M.C. work above floor V level for each four floors or part thereof.	Cum	100.95	309.05	31198
12	Supply , installing , testing , and commissioning of lighting condutor made 25mm dia 300mm long copper tube having single prong at top with base plate	No	1	1500.00	1500
13	Providing and fixing 25mm x5mm copper strip in 40mm dia G.I PIPE FRI earth electrode incld. Connection with brass , nut , boltspring , washer , excavation and refilling etc as required	Mtr	24	1224.00	29376
14	Centering and shuttering including strutting, propping etc. and removal of form for:				
14.1	Foundations, footings, bases of columns etc. for mass concrete.	SqMtr	61.42	262.30	16110
14.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	SqMtr	1142.43	573.85	655583
14.3	Suspended floors, roofs, landings, balconies and access platforms.	SqMtr	28.58	635.60	18165
14.4	Lintel, beams, plinth beams, girders, bressumers and cantilevers.	SqMtr	105.89	502.85	53247

Contd. on page 3

14.5	Columns, pillars, piers, abutments, posts and struts.	SqMtr	227.23	680.15	154550
14.6	Spiral staircases (including landings)	SqMtr	22.58	619.80	13995
14.7	Arches, domes, vaults upto 6 m span	SqMtr	139.53	2086.80	291171
14.8	Extra for arches, domes, vaults exceeding 6 m span	SqMtr	106.73	1008.45	107632
14.9	Edges of slabs and breaks in floors and walls	Mtr	57.24	242.30	13869
15	Extra for additional height in centering, shuttering where ever required with adequate bracing, propping etc. including cost of de-shuttering and de-centering at all levels, over a height of 3.5 m, for every additional height of 1 meter or part thereof (Plan area to be measured).				
15.1	Suspended floors, roofs, landings, beams and balconies (plan area to be measured)	SqMtr	530	267.60	141828
16	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)	kgs	685	57.90	39662
17	Steel reinforcement for R.C.C. work ready to use "cut and bend" rebars of approved make from factory/workshop to construction site including placing in position and binding all complete				
17.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	29677	87.18	2587092
18	CEMENT PLASTER WITH A FLOATING COAT OF NEAT CEMENT 12mm Cement plaster finished with a floating coat of neat cement of mix:				
18.1	1 : 3 (1 cement : 3 fine sand)	sqm	219.71	343.75	75525
18.2	1 : 4 (1 cement : 4 fine sand)	sqm	333.53	325.45	108547
19	Extra for plastering exterior walls of the height more than 10m from ground level for every additional height of 3m or part thereof.				
19.1	Extra for plastering	sqm	1659.71	128.20	212775
20	EXTERIOR FINISHING Finishing walls with water proofing cement paint of required shade on New work (two or more coats applied @ 3.84 kg/10sqm)	sqm	688.49	91.80	63203
21	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.	Cum	272.05	198.70	54056
22	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6mm angle iron and 3mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer.				
22.1	Using M.S. angles 40x40x6mm for diagonal braces.	Sqm	1.8	4352.95	7835

Contd on Page -4

23	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. chequered plate wherever required, all complete.				
23.1	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	Kg	1300	146.63	190619
24	Providing and fixing G.I. pipes (B medium) complete with G.I. fittings excluding trenching and refilling etc. (external work) for rising main and delivery main of OHT.				
24.1	100 mm dia. nominal bore	mtr	42	1234.95	51868
24.2	150 mm dia. nominal bore	mtr	42	2167.65	91041
25	Providing and fixing D.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. (the tail pieces if required will be paid separately). Confirming to IS:14846 read with latest amendments.				
25.1	100 mm dia. Class 1	Each	1	17210.00	17210
25.2	150 mm dia. Class 1	Each	1	26720.00	26720
26	Providing and fixing of MS flanged joints (10mm 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 sorts of carriages. Complete Job.				
26.1	100 mm dia. pipe	Joint	8	1520.00	12160
26.2	150 mm dia. pipe	Joint	8	2150.00	17200
27	Pumping out water caused by spring , tidel or river seepages , broken water mains are drains and the like (to be paid as per actual)	KL	2800	155.55	435540
28	Carriage of materials by mechanical transport including loading, unloading, stacking of materials				
28.1	20mm Aggregate for avarage lead of (15 Km average)	Cum	154.65	341.57	52824
28.2	20mm Aggregate for avarage lead of (10 Km average)	Cum	289.57	280.85	81326
28.3	Aggregate above 40 mm size (15 Km average)	Cum	13.84	305.26	4225
28.4	Cement/Steel (10 Km average)	MT	174.9	249.56	43648
28.5	Carriage of excavated earth out side the premises and carriage back after completion of work avg 03 Km	Cum	783.74	215.74	169084
Total				8911950.54	
Add 08 % of above on all items Rs: 8052331/-				712956.00	
				NET AMOUNT 9624906.54	
				Say Rs: Say 96.24	

Rates & Qty Checked

Draftsman

Technical Officer

Executive Engineer
PHE, Division Bijbehara

Terms & Conditions

- The cost of work should in no case exceed beyond Rs. 96.24 Lacs (Rupees Ninety six lac twenty four thousand) only
- The work shall have to be completed within a period of 150 working days from the date of issuance of this allotment order/L.I.O failing which penalty upto 10% of the total value of contract shall be imposed upon you.
- Earnest money deposited by you vide BG NO:02521PBG2210001DT: 15 .
10.2022 RS:290000/- successful completion of the work and expiry of defect clause.

4	You have to attend the Divisional Office along with your enlistment card for drawl of agreement within three days from the date of issuance of this allotment order. However non drawl of agreement will not prevent the contract from being enforced upon you.
5	Defects Liability Period (DLP):The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run, during the defects Liability period (DLP) the firm shall have to operate & maintain the scheme as it is required for its successful running & as per Standard Engineering Practices, to the full satisfaction of the department. 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
6	Trial Run: 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.
7	Terms of Payment:Payment shall be released as per actual/measured work done not less than 20% of the allotted cost on a monthly basis.
8	Bidder Dying, Becoming Insolvent Or Imprisoned: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
9	Suspension of Supply by the Bidder: In case of the firm agency failing to execute the job, the department has the right to get the work executed through some other firm/agency or of its own at the risk and cost of the defaulters.
10	Safety of Govt. Infrastructures:The bidder should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., pipe laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the bidder. Failing to attend immediately, the same will be got done by the Department at the risk and cost of the bidder
11	Bidder's risk and insurance: 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.
12	Work Under Bidders Charge: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
13	Bidder to Maintain Site Office:The bidder shall provide and maintain, at his own cost a suitable site office at the site of Work to which the Department may send communications/ instructions.
14	Claims to be put in writing:The Department shall not be liable to the Bidder for any matter or thing arising out of or in connection with the contract or the execution, completion and maintenance of the work unless the bidder puts a claim in writing in respect thereof before getting the certificate of final completion
15	Agreement:As soon as letter of award is communicated to the firm, the contract shall be complete and binding upon them, the bidder/firm shall also be required to execute an agreement with the competent authority within seven days from the date of issue of letter of award. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the letter of award in favour of successful firm.

<p>16</p> <p>The total amount reflected at the end of BOQ is not the estimated cost. Instead the tentative cost of each OHT has been reflected at the start of BOQ. The bidder is supposed to quote the percentage appreciation/depreciation with care as that will apply for all the items of BOQ. Bidders are advised to check the exact location and particulars of the OHT they are bidding for from the concerned Divisions before hand to ascertain the working conditions. The foundation type and other parameters is subjected to actual bearing capacity at site which the bidder may consider in bidding as per the terms and conditions laid down in the SBD.</p>
<p>17</p> <p>All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.</p>

Copy to the :-

- 1 Chief Engineer Kmr PHE Department Srinagar for favour of information please.
- 2 District Dev.Commissioner Anantnag for favour of information please
- 3 Superintending Engineer Hyd. Circle Bijbehara for favour of information
- 4 Assistant Executive Engineer PHE Sub -Division Anantnag for information & necessary action. He will ensure the completion of work within the stipulated time period and strictly in accordance with approved proposals, besides the amount of work does not exceed beyond the provision of allotment in any case for which he shall be personally responsible.

5

File Concerned



Executive Engineer
JSD PHE Division Bijbehara