

M. Ashraf & Brothers  
 4th Floor, Mulla  
 Turka Tachion

No: PHE/Wks/ PHK/8999-9001  
 Dated: Dt 09/03/23

Alotment order No 133 of 2022-23  
 Dated 09.03.2023

Work: Laying and fitting of pipes including installation of FHTC for WSS Bugam under JJM programme

This office e-NIT No.25 of 2022-23 issued under No.: PHEK/1937-48 Date: 27/06/2022. This office LOI No 3267-71 Dated 08/08/2022. District development Commissioner Kulgam No 350/DDCK of 2022 issued under No DDCK/JJM/2022-23/3674-77 dated 08/08/2022. Superintending Engineer Hydraulic Circle Anantnag's order No: SE/Hyd/Cors/4737-38dated.11/08/2022

Record of Administrative No and date	CE/PHE/DB/JJM/236 of 2022 Dt 01/08/2022
Technical sanction No and date:	CE/PHE/DB/74 of 2022 Dt 25/08/2022
Advertised amount of work	Rs 168.94acs
Allotted restricted amount of work	Rs 13491620.00

*Rupees one crore thirty four lac ninety one thousand six hundred twenty only*

For and on behalf of Lt.Governor of UT of J&K, the contract for the above work is hereby fixed with you on the following rates quoted/accepted by you on the terms and conditions given as under:

Sl.No	Bidder Name	Quoted /negotiated Percentage	Alloted Amount in Figures and Words	
			Rate	Amount
1	M Ashraf & Brothers	-17.20	Rs 13491620.00	Rupees one crore thirty four lac ninety one thousand six hundred twenty only

DESCRIPTION OF ITEMS AS PER BOQ

S.No	Description of items	Quantity	Unit	Estimates rate	Total
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 andramming 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	12667.500	Cum	436.000	5523030
2	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.	11400.750	Cum	198.700	2265329.025
3	Laying and fitting of G.I. pipes (all classes) complete excluding cost of pipes, fittings and Earth work. 15 mm and 20 mm dia. G.I. pipes	7500.000	Mtr	20.250	151875
4	25 mm and 32 mm dia. G.I. pipes	5000.000	Mtr	30.650	153250
5	40 mm and 50 mm dia. G.I. pipes	6000.000	Mtr	40.800	244800
6	65 mm and 80 mm dia. G.I. pipes	7000.000	Mtr	73.050	511350
7	Laying in position centrifugally cast (spun) iron S&S or flanged pipes	3252.000	quintal	245.550	798528.6
8	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 200mm dia pipes	1455.000	each	213.900	311224.5
9	80mm Dia pipes	728.000	each	57.280	41699.84
10	150mm Dia pipes	564.000	each	144.700	81610.8
11	125mm Dia Pipes	1000.000	each	144.700	144700
12	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 25 to 40 mm nominal bore	600.000	each	666.250	399750
13	50 to 80 mm nominal bore	10.000	each	1268.250	12682.5
14	Providing and laying D.I. standard specials such as tees, bends, collars, tapers, caps etc. suitable for flanged jointing as per IS : 9523 (as per site requirement) upto 300mm	3.000	Qtls	7823.700	23471.1
15	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). 50mm	3.000	each	5147.15	15441.45
16	80 mm dia.	3.000	each	6230.85	18692.55
17	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. 100mm dia	2.000	each	15961	31922
18	200 mm dia.	4.000	each	31698	126792
19	Carriage of G.I./D.I pipes below 100mm dia from Stocking yard to the site by mechanical means 5km	86.450	M.T	183.356	15851.1262
20	Beyond 5 km upto 10 km per km	86.450	M.T	66.300	5731.635
21	Beyond 10kms 20kms	86.450	M.T	107.990	9335.7355
22	Carriage of G.I./D.I. pipes 125mm dia from Stocking yard to the site by mechanical means 5kms	6000.000	Mtr	6.022	36132
23	Beyond 5 km upto 10 km per km	6000.000	Mtr	2.180	13080
24	Beyond 10kms 20kms	6000.000	Mtr	1.775	10650
25	Carriage of G.I./D.I. pipes 200mm dia from Stocking yard to the site by mechanical means 5kms	8000.000	Mtr	12.224	97792
26	Beyond 5 km upto 10 km per km	8000.000	Mtr	4.420	35360

*Free*

1	10000.000	Mty	1.000	10000.000
2	8000.000	M.1	151.349	12508.199
3	8000.000	M.1	387.414	31008.000
4	6000.000	Mty	5.000	6000.000
5	6000.000	Mty	8.194	6000.000
6	6000.000	Mty	8.197	6000.000
7	6000.000	Mty	14.135	11800.000
8	1000.000	Mty	485.00	485000.000
9	1000.000	Mty	1000.00	1000000.000
10	200.000	Mty	1280.00	256000.000
11	500.000	Mty	1580.00	790000.000
12	6.000	Job	100000.00	600000.000
13	300.000	Cum	492.75	147825.000
14	225.000	Cum	564.80	127095.000
15	150.000	Cum	575.30	86295.000
16	54.000	Cum	504.40	27237.600
17	54.000	Cum	504.40	27237.600
18	67.500	Cum	258.25	17411.875
19	345.000	Cum	710.85	246243.25
20	279.000	Cum	710.85	198327.15
21	150.000	Cum	710.85	106627.5
22	3000.000	SOm	450.00	1350000.000
23	16894228.00			16894228.00
24	16894228.00			16894228.00

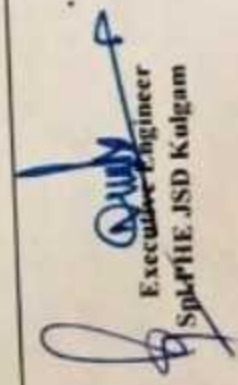
Total Allocated amount = (16894228.00 - 6000000.00) = 16294228.00 - 17.2% = **Rs 13491620.00**

**Terms and conditions:**

- The allotted cost of the work is **Rs 13491620.00 (Rupees one crore thirty four lac ninety one thousand six hundred twenty only). However the allotted cost should in no case exceed beyond DAP/DPR.**
- The date of start shall be reckoned from the date as mentioned in the LOI/allotment.
- The work shall have to be completed within a period of (90) days from the date of issuance of this allotment order, failing which penalty upto 10% of the total value shall be imposed upon you.
- Earnest money deposited by you Vide CDR/BG/FDR No.00101PBG/2301005 Dated:04/07/2022 For Rs.3400000.00 and 177042 dated 24/01/2023 for Rs 79650.00 shall be released only after the successful completion of work and after the expiry of defect clause.
- The date of start of work shall be reckoned within one week from the date of issuance of this Contract allotment.
- The work shall have to be completed within a period of ninety (90) days from the date of issuance of allotment mentioned above.
- 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, 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 decided fit for getting the defect rectified subject to maximum ceiling of 06 months.
- 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. 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 as deemed for getting the defect rectified subject to a maximum ceiling of 6 Months.
- The rates are including the Charges for Submission of progress Geo-tagged photographs, videographic record through the professional person before during & after construction and progress reports in both hard and soft copies Taking Cross-Sections I, 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 fees viz GST/income tax/Cess etc shall be deducted at source from running account bills.
- All the Cement RCC Steel plumbing and other works shall be strictly as per relevant IS Codes CPHEEO norms/requirements/specifications and normal PWD precautions.
- 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 done by the contractor and shall be deemed to have been included in the rates for various items of work and percentage rate tendered. Nothing extra shall be payable on this account.
- 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 DICC as per terms & conditions of the NIT. The vetting charges for the design if any are to be done by you.
- The allotted works shall be subject to check by the third party monitoring agency (TPMA) 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 such scheme. The TPMA'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 Contractor during the Contract Period.
- The provisional sum shall be executed as per the site conditions and specifications of CPWD manual. Besides any sum 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 items shall be paid at JAK, SBR 2020 rates with allotted appreciation. Deprivation of the contractor in case such items does not figure in JAK, SBR 2020, the same shall be paid as per the current market rate analysis, to be approved by the competent authority.
- No price escalation will be paid for completion of the work within stipulated time or extended data of completion due to any reason whatsoever.
- No extra claim towards any type of tax, freight etc. shall be entertained whatsoever.
- No mobilisation advance shall be paid.

*Free*

	<p>Security Deposit shall be 10% of the contract value. The Security Deposit is to be recovered at the rate of 10% of the amount from Running Account Bills and shall be released after completion of the defect liability period.</p> <p>In the event of advance falling, declining, neglecting or delaying the supplies/works or in the event of any damage securing 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.</p> <p>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> <p>Any failure or commission to carry out the provision of the contract shall not give any claim by the department or bidder one against the other if such failure or commission occurs by 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> <p>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.</p> <p>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 a 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>
24	<p>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.</p>
25	<p>The damage caused to the work during execution or prior to actual completion of workhanding over of the project before defect liability period due to any natural calamity human interference, the same shall be got restored and made good by you at your own cost.</p>
26	<p>No damage is caused to existing structures like roads, bridges, buildings or other public utilities as a result of construction of this work. Where ever any damage occurs to any public/private infrastructure or public utility, the same shall be rectified/made good by you at your own cost.</p>
27	<p>Adequate precautions be taken for environment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work.</p>
28	<p>No objection certificate from the concerned regulatory authority may also be sought whenever required.</p>
29	<p>All other terms &amp; conditions will remain same as laid down in the original NIT SBD GFR-2017/ Procurement Manual 2019/Operational guidelines for JJM.</p>
30	<p>The back filling item shall not be paid if the road berm damaged is restored by way of filling extra quantity of WBM at site. Item No 34, 35, 36, and 37 shall not be paid with back filling item.</p>

  
 S. P. H. JSD Kulgam  
 Executive Engineer

Copy to the  
 Superintending Engineer Hydraulic Circle Aantong for favour of information  
 Asst. Ex. Engineer PHE Sub-Division Kulgam for information  
 AAO Divisional office for information

OFFICE OF THE EXECUTIVE ENGINEER SPECIAL PHE JAL SHAKTI DIVISION KULGAM

Address of Bidder: Arshad ul Rehman Lone  
 10, Bahadur Road  
 Mohal Bagh Khushwani Kulgam  
 U.P. (M.B.) SB-C-20 of 2019-20  
 A75PL7144H1Z5

No: PHE/WKW/8477-80  
 Dated: 10-02-2023

GSTIN: 01ATSPL7144H1Z5

Allotment order No 129 of 2023  
 Dated: 10-02-2023

Name of work: Laying fitting of pipes incl installation of PHTCs for WSS Gopthal Karwakibazar under JJM  
 For the office No. 06/PHEK of 2022 23 issued under No. PHEK. 486 500 dated 17-04-2022 District Dev. Commissioner Kulgam's authorisation No. 350/DCK of 2022 dated 06/08/2022 issued under No. 2022/23-2674 77 Dated: 06-08-2022 Superintending Engineer Hydraulic (Civil) Anantnag's order no. S/Hyd./Lors/4737 38 dated 11-08-2022 & This office LOI No. PHE/4969 77 dated 10-02-2023

Accord of Administrative No and date	98/DB of 2022 dated 20/08/2022
Technical sanction No and date	EE/PHE/Kgm/JJM/05/JJM dated 03/09/2022
Advertised amount of work	10.64 lacs
Alloted amount of work	1062867

For and on behalf of U Government of U.T of J&K, the contract for the above work is hereby fixed with you on the following rates quoted/accepted by you on the terms and conditions given as under

Sl. No	Bidder Name	Quoted Percentage	Quoted amount in figures and words		
			Figures	Words	
1.00	Arshad ul Rehman Lone	0.00	1062867.477	Ten Lakh Sixty Two Thousand Eight Hundred and Sixty Seven	
DESCRIPTION OF ITEMS OF AS PER BOQ					
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 (if 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	1237.75	Cum	436.000	539659.000
2	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.	1113.975	Cum	198.700	227346.833
3	Laying and fitting of G.I pipes (all classes) complete excluding cost of pipes, fittings and Earth work. 15 to 20mm dia	2000	Mtr	20.250	40500.000
4	25 mm and 32 mm dia. G.I pipes	2000	Mtr	30.650	61300.000
5	40 mm and 50 mm dia. G.I pipes	1200	Mtr	40.800	48960.000
6	65 mm and 80 mm dia. G.I pipes	300	Mtr	73.050	27915.000
7	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. 25 to 40mm nominal bore complete	30	each	666.250	19987.500
8	50 to 80 mm nominal bore	5	each	1268.250	6341.250
9	Providing and fixing of MS flanged joints (12mm thick) to double flanged G.I/DI pipes including cutting of pipes, welding charges, cutting of flanges, rubber gasket, bolts, nuts including testing of joint and all sorts of carriages. Complete up to 100mm dia. G.I pipes	33	Joint	1100.000	36300.000
10	100 mm dia. pipe	33	Joint	1520.000	50160.000
11	Carriage of G.I/DI pipes below 100mm dia from Stocking yard to the site by mechanical means 5km	13.67	Ton	183.4	2506.477
12	Beyond 5 km upto 10 km per km	13.67	Ton	13.260	181.264
13	Beyond 10 km upto 20 km per km (upto 12 kms)	13.67	Ton	10.799	147.622
14	Carriage of G.I/DI pipes 100mm dia from Stocking yard to the site by mechanical means 5kms	2000	Mtr	4.500	9000.000
15	Beyond 5 km upto 10 km per km	200	Mtr	3.260	652.000
16	Beyond 10 km upto 20 km per km (upto 12 kms)	200	Mtr	2.650	530.000
17	Carriage of G.I/DI pipes below 100mm dia from dumping site to actual site of work by manual means 1st 50m	13.67	Ton	153.249	2094.914
18	Beyond 1st 50m	13.67	Ton	22.494	307.493
19	Carriage of G.I/DI pipes 100mm dia from dumping site to actual site of work by manual means 1st 50m	200	Mtr	4.140	828.000
20	Beyond 1st 50m	200	Mtr	6.070	1214.000
Grand Total:					1062867.477

Total allotted cost after deduction of -8.10% as per the quoted percentage of the bidder

- The allotted cost of the work is Rs1062867= (Rupees ten lac sixty two thousand eight hundred sixty seven only) However the allotted cost of work should in no case exceed beyond DPR/DAP cost.
- The date of start shall be reckoned from the date as mentioned in the LOI/allotment.
- The work shall have to be completed within a period of (60) days from the date of issuance of LOI/ allotment order, failing which penalty upto 10% of the total value shall be imposed upon you.
- Earnest money deposited by you Vide CDR No. 3452979 dated 08/02/2023 for Rs 31000/=, No 3452954 dated 21/01/2023 for Rs 10000/= shall be released only after the successful completion of work and after the expiry of defect clause.
- The date of start of work shall be reckoned within one week from the date of issuance of this Contract allotment
- The work shall have to be completed within a period of ninety (90) days from the date of issuance of allotment mentioned above
- 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 the D.I.P. In case any defect remains unattended by the firm at the completion of D.I.P. the department may extend the D.I.P. for such time as deemed fit for getting the defect rectified subject to maximum ceiling of 06 months
- 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 D.I.P. in case any defect remains unattended by the firm at the completion of D.I.P. the department may extend the D.I.P. for such time 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 as deemed for getting the defect rectified subject to a maximum ceiling of 6 Months

	<p>... including the Charges for Submission of progress Geo-tagged photographs, photographic record through the professional before during &amp; after construction and progress reports in both hard and soft copies Taking Cross-sections 1. Sections by Auto ... before and after execution Preparation of work abstract of executed work, preparation of bills besides the rates quoted/allotted ... and the taxes via GST/income tax/Cess etc shall be deducted at source from running account bills.</p> <p>All the Common R.C.C. Steel plumbing and other works shall be strictly as per relevant IS Codes CPHEEO ... specifications and normal PWD precautions</p> <p>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 done by the contractor and shall be deemed to have been included in the term ... for various items of work and percentage rate tendered Nothing extra shall be payable on this account</p> <p>You have to furnish the confirmatory survey, structural &amp; functional design including geo-technical analysis, soil investigation and quality control tests done at your level duly vetted by D/GC as per terms &amp; conditions of the NIT The vetting charges for the design if any are to be done by you</p> <p>The allotted works shall be subject to check by the third party monitoring agency (TPIOM) 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 related in such scheme The TPIOM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period</p> <p>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&amp;K SSR 2020 rates with allotted appreciation/depreciation of the contractor in case such item does not figure in J&amp;K SSR 2020, the same shall be paid as per the current market rate analysis, to be approved by the competent authority</p> <p>No price escalation will be paid for completion of the work within stipulated time or extended date of completion due to any reason whatsoever</p> <p>No extra claim towards any type of tax, freight etc shall be entertained whatsoever</p> <p>No mobilisation advance shall be paid</p> <p>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</p> <p>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</p> <p>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> <p>Any failure or commission to carry out the provision of the contract shall not give any claim by the department or bidder one against the other if such failure of commission occurs by 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> <p>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</p> <p>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 injures to persons or damage a 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> <p>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</p> <p>The damage caused to the work during execution or prior to actual completion of workhanding over of the project before default liability period due to any natural calamity human interference, the same shall be get restored/made good by you at your own cost</p> <p>No damage is caused to existing structures like roads, bridges, buildings or other public utilities as a result of construction of this work Where ever any damage occurs to any public/private infrastructure or public utility, the same shall be rectified/made good by you at your own cost</p> <p>Adequate precautions be taken for environment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work</p> <p>No objection certificate from the concerned regulatory authority may also be sought wherever required</p> <p>All other terms &amp; conditions will remain same as laid down in the original NIT SBD GFR-2017/ Procurement Manual 2019/Operational guidelines for JIM</p>
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So the cost should not exceed beyond the DAP cost.

*[Signature]*  
 Executive Engineer  
 JSD, PHE, JSD Kulgam

- Copy to the
- 1 Superintending Engineer Hydraulic Circle Aanting for favour of information
  - 2 Asst. Es. Engineer PHE Sub-Division Kulgam for information
  - 3 AAO Divisional office for information
  - 4 Divisional Drawing branch for information