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

Allotment Order No: 27 of 2023 dated: /10/2023

Name: -	**Bashir Ahmad Mir S/o Mohd Abdullah Mir R/o Litter Pulwama**		
Regd. No.	**011/DEE/SE/R&B/SPN-Pul/2012-13**		
email ID:	-	**Phone No.**	9469546811
GSTN:	01BYTPM3108F1ZN	**PAN**	BYTPM3108F
		Advertised Cost :	**₹ 5.00 lacs**
	Allotment Order No: of 2023 dated: /10/2023		

Subject:- **Annual Contract for logistic support for support activities under JJM and other miscellaneous activities under JJM /NABARD/CAPEX/M&R FOR FY 2023-24.**

References:
1. Superintending Engineer Hyd. Circle Pulwama/Shopian's Authorization No's. SE/HYD/SPN/CC/2764-65 Dated: 22-07-2023 and SE/HYD/SPN/DB/3106 Dated: 07-08-2023
2. This Office Fresh E-NIT S. No.18/JSDS of 2023-24 Dated:28.07.2023 (item 01) Circulated vide this office No. JSDS/ 2270-90 Dtd: 28.07.2023.
3. This office Letter of Intent No:-JSDS/2503-07 Dt:-09.08.2023.

For & on behalf of Lt. Governor of J&K , contract for above mentioned job is here by fixed with you on your following quoted rates, terms & conditions:-

Sl.No	Description of Work / Item(s)	Qty	Units	Rate	Amount
1	Providing fixing of Shayamina tents with carpet furnishing compleate job size 20'x30 'at various locations.	1	No	₹ 6,000.00	₹ 6,000.00
2	Providing refreshment to the partcipants on occasion of training / Function.				₹ 0.00
2.1	Biryani with water	1	No	₹ 100.00	₹ 100.00
2.2	Tea with Biscuit	1	No	₹ 30.00	₹ 30.00
2.3	Juice	1	No	₹ 50.00	₹ 50.00
2.4	Snacks	1	No	₹ 40.00	₹ 40.00
3	Supply of Portable plaque for Inaugration / foundation laying Functions	1	No	₹ 20,000.00	₹ 20,000.00
4	Providing / Fixing of Computerrised / Worded board for Inaugration / Foundation laying functions	1	No	₹ 5,000.00	₹ 5,000.00
5	Providing of fresh flowers Bouquet	1	No	₹ 400.00	₹ 400.00
6	Providing of Photographer with Camera etc. Complete job	1	Day	₹ 1,000.00	₹ 1,000.00
7	Providing of Audio system fixed/portable Mic etc.complete job	1	No	₹ 1,000.00	₹ 1,000.00
8	Providing of Video System projector etc complete job	1	Day	₹ 1,500.00	₹ 1,500.00
9	Printing of Certificates	1	No	₹ 30.00	₹ 30.00
10	Printing of Documents A4 size	1	Page	₹ 4.00	₹ 4.00
11	Spiral Binding up to 100 pages	100	Pages	₹ 50.00	₹ 5,000.00
12	Crayons	1	No	₹ 60.00	₹ 60.00
13	colour pecils	1	No	₹ 80.00	₹ 80.00
14	A3 Sheets	1	No	₹ 10.00	₹ 10.00
15	Erasers/Sharpner	1	No	₹ 30.00	₹ 30.00
16	Display banner	1	No	₹ 700.00	₹ 700.00
17	supply of canvas boards for painting	1	sft	₹ 300.00	₹ 300.00
18	Providing of Momentoes	1	No	₹ 150.00	₹ 150.00
				Total Scheduled Value	₹ 41,484.00
	Add Quoted/Accepted percentage	-(Minus) 0.500%			₹ 207.42
Terms & Conditions					₹ 41,276.58

1	The total cost of contract shall not exceed Rs. 5.00 Lacs
2	This letter of allotment & your tender will constitue a legal contract document and the conditions laid down in the detailed NIT/Form No.25-double will hold good and binding upon you.
3	You have to attend the Divisional/Circle Office along with your enlistment card for drawl of agreement . However non-drawl of agreement will not prevent the contract from being enforced upon you.
4	Performance security deposited by you for an amount of Rs. 15000 (Rupees FIFTEEN THOUSAND ONLY) through The J&K Bank LTD. vide Reference No.3421139 dated 05.08.2023 as security deposit shall be released only after successful completion of job.
5	The date of start of work shall be reckoned within one week from the date of issuance of the LOI/Contract aliotment whichever is earlier.

Head Draftsman **Technical Officer** **Executive Engineer**

No: JSDS/3688-91
Dated/20/10/2023

6	The work shall have to be completed upto 31.03.2024 from the date of issuance of LOI or allotment mentioned above whichever is earlier.
7	The work be executed strictly in accordance with approved proposals & in close supervision of the Engineer I/C of both wings of Civil as well as Mechanical.
8	After testing and commissioning of work, the bidder will have to make a trial run of the work for a period of 03 months during which the bidder will have to operate and maintain the executed work to the full satisfaction of the Department.
9	The defects Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run. The bidder shall be responsible to make good & remedy at his own expense any defect in works which is noticed during the DLP. In case any defect remains unattended by the firm at the completion of DLP, the department may extend the DLP for such time as deemed fit for getting the defect rectified subject to a maximum ceiling of 6 Months.
10	The bidder shall be responsible for the time and proper setting out of all the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.
11	The rates are including the Charges for Submission of progress, Geo-tagged photographs, vediographic 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.
12	All the Cement, R.C.C, Steel, plumbing and other works shall be strictly as per relevant IS Codes, CPHEEO norms/requirements/specifications and normal PWD practices.
13	You shall be solely responsible for carrying out the mandatory tests required or as decided by Engineer-in-charge for the quality control at your own costs. The cost of conducting all tests shall be borne by the contractor and shall be deemed to have been included in the item rates for various items of work and percentage rate tendered. Nothing extra shall be payable on this account.
14	You have to furnish the confirmatory survey, structural & functional design including geo-technical analysis, soil investigation, and quality control tests done at your level duly vetted by DIQC as per terms & conditions of the NIT. The vetting charges for the design if any are to be borne by you.
15	The allotted works shall be subject to check by the third party monitoring agency (TPIQM) appointed by the Department. The agency shall check the quality of works executed by the agencies, quality of materials used for construction and quality of machinery installed in each scheme. The TPIQM's role shall be that of an assistant to the Employer's Representative for the purpose of monitoring and evaluation of the performance of the Contract during the Contract Period.
16	Any item of work not included in the BOQ but required for the completion of the work, shall be executed by the contractor, as directed by the Department. Such extra item shall be paid at J&K SSR 2020 rates with allotted appreciation/depreciation of the contractor. In case such item does not figure in J&K SSR 2020, the same shall be paid as per the current market rate analysis, to be approved by the competent authority.
17	No price escalation will be paid for completion of the work within stipulated time or extended date of completion due to any reason whatsoever.
18	No extra claim towards any type of tax, freight, etc shall be entertained whatsoever.
19	No mobilisation advance shall be paid.
20	Retention money/Security deposit shall be 10% of the contract value. The Security Deposit is to be recovered at the rate of 10% of bill amount from Running Account Bills and shall be released after completion of the defect liability period.
21	In the event of allottee failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the allottee or in the event of any default or failure by the allottee in complying with any of the terms and conditions of the contract, the Department shall with or without prejudice to any other remedies available to it under any law for the timebeing enforce in the UT: a) Terminate the contract after 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.
22	All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder.
23	Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or bidder one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency.
24	The bidder shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching, when and where necessary or required by the Department for the protection of the work or safety and convenience of the Public etc.

Head Draftsman **Technical Officer** **Executive Engineer**
PHE Division Shopian

No:- JSDS/3688-91
Dated 20/10/2023

Allotment No 27 Dt 10/2023

25	From the commencement of the work to the completion thereof the same shall be under the bidders charge. The bidder shall be held responsible for and make good any loss or injuries by fire or other causes / theft and shall hold the Government harmless for any claims for injuries to persons or damage to property happening from any neglect, default, want of proper care and misconduct on the part of the bidder, or any of his employees, during the execution of work. The bidder shall be responsible for the compensation if any, to labour under the existing labour laws of the country.
26	In the event of the death or insanity or insolvency or imprisonment of the bidder or where the bidder being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, in the option of the Engineer-in-charge, be terminated by notice in writing posted at the site of the works.
27	The damage caused to the work during execution or prior to actual completion of work/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.
28	No damage is caused to existing structures like roads, bridges, buildings or other public utilities as a result of construction of this work. Whereever any damage occures to any public/private infrastructure or public utility, the same shall be rectifed/made good by you at your own cost.
29	Adequate precaustions be taken for enviornment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work.
30	No objection certificate from the concerned regulatory authority may also be sought wherever required.
31	All other terms & conditions will remain same as laid down in the original NIT /SBD/GFR-2017/ Procurement Manual 2019.

Head Draftsman **Technical Officer,** **Executive Engineer**
PHE Division Shopian.

No:-JSOS/3688-91 Dt:- 20/10/2023

Copy to the :-

1 Chief Engineer, Kmr. Jal Shakti (PHE) Department Srinagar for favour of information.

2 Superintending EngineerHydraulic Circle Shopian Pulwama for favour of information.

3 Assistant Executive Engineer,PHE Sub-Division Shopian/Zainapora for information & necessary action. He will ensure the completion of work within the stipulated time period

4 File concerned.