

**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. **23/15** of 2023 dated /09/2023

Name :-	M/S Bismillah Constructions Prop. Bilal Ahmad Dar S/o Mushtaq Ah Dar R/o Kakapora Pulwama		
Regd. No.	SE (P&B) SB-B-2460 Of 2019-20		
email ID:	bismillahconstructions197@gmail.com	Phone No.	7889390240
GSTN:	01ABAFB6595J1ZG	PAN	ABAFB6595J1
		Advertised Cost : Rs.	₹ 36.86 lacs
		Alloted Cost : Rs	₹ 30,960 lacs
Subject:-	Providing and Installation of Sign Board & painting on existing OHT'S/ GSR's. (under JJM Programme)		
References:	1. This Office E-NIT S. No.19/JSDS of 2023-24 (item 01) Circulated vide this office No. JSDS/2308-23 Dtd. 28.07.2023 2. This office L.O.I No.-JSDS/2520-25 Dt.-09.08.2023. 3. Minutes of meeting DJJM Shopian held on 08.08.2023. 4. Accord of Administrative Approval Order No.-SE/Hydl/Spn/65 of 08/2023-24 Dt.-01.08.2023 issued by Super intending Engineer Hyd Circle Shopian vide No SE/Hydl/Spn/2969-70 Dt.-01.08.2023. 5. Technical sanction Order No. -64/JJM of 09/2023 DT:-06.09.2023 issued by Executive Engineer PHE Division Shopian vide No.JSDS/DB/2931-34 DT-06.09.2023.		

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)	No.of Qty	Units	Rate	Amount
1	Finishing walls with water proofing cement paint of required shade, Old work (one or more coats applied @ 2.20 kg/10sqm) over priming coat of primer applied @ 0.80 liters/10sqm complete including cost of priming coat.	12911.7	Sqm	₹ 86.60	₹ 11,18,153.22
2	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven storey height made with 40 mm dia M.S. tube 1.5 m centre to centre horizontal and vertical tubes joining with cup and lock system with M.S. tubes, M.S. tube chollies, M.S. clamps and M.S. staircase system in the scaffoldings for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc. wherever required for inspection of work at required locations with essential safety features for the workmen etc complete as per directions and approval of Engineer-in-charge. (For OHT's only)	2276.5	Sqm	₹ 257.25	₹ 5,85,629.63
3	Lettering with black Japan paint of approved brand and manufacture (Logos/ Alphabets in English, Hindi or Urdu) (60 Nos. letters x 30 cm. x 70Nos. spots = 13500 cm.)	126000	per letter per cm height	₹ 4.55	₹ 5,73,300.00
4	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 including disposal of excavated soil upto 1mt from cutting edge.	27.9	Cum	₹ 436.00	₹ 12,164.40
5	P/L in position specified grade of RCC (1:2:4) mix using 20mm aggregates incld. Curing complete job.	27.9	Cum	₹ 6,454.01	₹ 1,79,508.88
6	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	12683.96	Kg	₹ 91.03	₹ 11,54,620.88
7	Providing Flexiborad/banner including painting, all required information/logo complete job.	276.52	Sqm	₹ 190.00	₹ 52,538.80
8	Carriage of all material from source to actual site complete job.	1	L.S	₹ 10,000.00	₹ 10,000.00
<b>Total Schedule Value</b>					<b>₹ 36,85,916</b>
Add Quoted/Accepted percentage					-(Minus) 16.000% ₹ 5,89,747
<b>Alloted Amount</b>					<b>₹ 30,96,169</b>

**Terms & Conditions**

1	The cost of work should in no case exceed beyond Rs. 30.96 lacs/=(Rupees Thirty lac Ninety six thousand Only)
2	This letter of allotment & your tender will constitute a legal contract document and the conditions laid down in the detailed NIT Form No 25-double will hold good and binding upon you.
3	You have to attend the Divisional/Circle Office along with your enlistment card for drawl of agreement. However non-drawl of agreement will not prevent the contract from being enforced upon you.
4	Retention money deposited by you as CDR for an amount of Rs. 111000- (Rupees one lac eleven thousand Only) through The J&K Bank vide Reference No.3657159 dated 03.08.2023 shall be retained as performance security deposit, shall be released only after successful completion & expiry of DLP of the work.
5	The date of start of work shall be reckoned within one week from the date of issuance of the LOIC contract allotment whichever is earlier.

*[Signature]*  
Draftsman

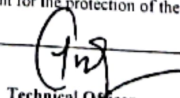
*[Signature]*  
Technical Officer


*[Signature]*  
Executive Engineer

No. :- JSDS/2977-80  
 DT: 08-09-2023

6	The work shall have to be completed within a period of thirty (30) days 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, vidiographic record through the professional person before, during & after construction and progress reports in both hard and soft copies. Taking Cross-Sections/ L- Sections by Auto Level / ETS before and after execution. Preparation of work abstract of executed work, preparation of bills besides, the rates quoted/allotted are inclusive of taxes and the taxes viz. GST/Income tax/Cess etc. shall be deducted at source from running account bills.
12	All the Cement, R.C.C. Steel, plumbing and other works shall be strictly as per relevant IS Codes, CPHEEO norms/requirements/specifications and normal PWD practices.
13	You shall be solely responsible for carrying out the mandatory tests required or as decided by Engineer-in-charge for the quality control at your own costs. The cost of conducting all tests shall be borne by the contractor and shall be deemed to have been included in the item rates for various items of work and percentage rate tendered. Nothing extra shall be payable on this account. In case of pipes supplied by the contractor, 3rd party inspection release Note has to be submitted for subsequent check by QC/PD Srinagar.
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 time being enforce in the UT: a) Terminate the contract after 07 days' notice and/or b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department and/or c) Recover the extra cost, if any, involved in allotting contract to other party. and/or d) Impose Liquidated damages on account of delay beyond the schedule completion period to the tune of 0.5% of the delayed portion of contract every week but not exceeding 10% value of the contract. and/or e) Forfeit the performance security and blacklist the firm.
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 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.
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

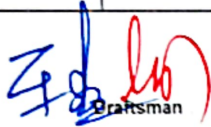
  
Technical Officer

  
Executive Engineer  
PHE Division Shopian

No: 5505/2977-80

DT: 08-09-2023

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. Wherever any damage occurs to any public/private infrastructure or public utility, the same shall be rectified/made good by you at your own cost.
29	Adequate precautions be taken for environment and social protection besides, all safety practices in vogue be strictly adhered to during execution of work.
30	No objection certificate from the concerned regulatory authority may also be sought wherever required
31	All other terms & conditions will remain same as laid down in the original NIT /SBD/GFR-2017/ Procurement Manual 2019.

  
Draftsman

  
Technical Officer,

  
Executive Engineer  
PHE Division Shopian.

No:- JSOS/2977-80 Dt:- 08-09-2023

Copy to the :-

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