



M/S Latin Associates,
Iqbal Park Srinagar.

No: 1754-59
Date: 17-10-24

- Subject:** Repairs to the LRS No 4 and 7 and replacement of cable termination kit at LIS Tral stage 2nd.
- Reference:** 1. This Office e-NIT No. 35 of 2024-25 dated 30/07/2024 issued vide No. MICD/1193-97 Dated:30-07-2024 having Tender ID 2024_IFC_254674_1
2. Your tender in response to above e-NIT and rates quoted by you.
3. AAA Accorded vide Superintending Engineer Mechanical Circle I & F.C Department Srinagar's No: - 46-MCO of 2023-24 dated: - 30.03.2024.

Dear Sir,

For and on behalf of the Lieutenant Governor UT of Jammu and Kashmir the undersigned is pleased to award you the contract for the subjected work as per the schedule of rates and quantities described in Annexure "A" of this allotment order. The allotment has been issued as per your quoted rates, acceptance to Terms and Conditions, Technical Details.

A. Detail of Jobs:

S. No	Particulars	Schedule of rates/Quantities
1.	Repairs to the LRS No 4 and 7 and replacement of cable termination kit at LIS Tral stage 2nd.	As per enclosed Annexure "A"
Total Value of Work: Rs. 54100.00 (Rupees Fifty-Four Thousand and One Hundred Only)		

TERMS AND CONDITIONS

1. Prices:

The prices shown in Annexure "A" are net and firm for complete work F.O.R site. The Prices are inclusive of all Taxes, Duties, Levies, Transit insurance, handling charges, all incidentals at site, etc. as applicable in UT of J&K.

No extra claim towards any of the taxes, levies, freight or any other extra charges whatsoever over the allotted value shall be entertained in any case.

In the event of any increase ordered by Govt. of India/J&K Govt. in any of the taxes/statutory levies during currency of the contract, such increase in rates shall have to be borne by the firm. However, in case of any decrease in such taxes/levies if any ordered during the currency of the rate contract, such benefits shall have to be passed on to the Department.

2. Inspection:

The material at site / works shall be inspected by Assistant Executive Engineer concerned, of the department and all the works shall be carried out by the firm under his strict supervision. The firm shall as such keep the department informed about arrival of material at site and about commencement of works. It shall be obligatory on the part of the firm to rectify the defects pointed out by the AEE, if any and also to incorporate any modification within the scope of work which may be deemed necessary for better performance/finish and workmanship.

3. Time of Completion:

The work shall have to be completed in all respects including obtaining of necessary report from the AEE concerned to the effect of having completed the work satisfactorily as per scope and specifications of the allotment order, within the stipulated period of 7 days from the date of issue of allotment order.

4. Agreement:

Your firm shall execute an agreement with the Department within 03 days from the date of placement of allotment order. Failure to execute such a formal agreement shall not however prevent the contract being forced against him.


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5. **Penalty:**
- In the event of Firm's failing, declining, defaulting, neglecting or delaying the completion, or in the event of any damage occurring or being caused by the firm or the event of any defect, failure by the firm in complying with any of the terms and conditions of the contract, the Executive Engineer Mechanical Irrigation Construction Division Srinagar shall with or without prejudice any other remedies available to it under any law for the time being enforce in the state: -
 - Terminate the contract after 30 days' notice.
 - and / or
 - Recover the amount of loss caused by the damage failure, or default, as per determined by the Department.
 - and /or
 - Impose a penalty upto 0.25% per week of the value of the contract and maximum upto 10% of the value of allotment order.
 - Recover the extra cost if any involved in getting the work done through some other agency and / or
 - Forfeit the earnest money.
6. **Performance Guarantee:**
- The firm shall be bound for satisfactory performance of executed work for six months from the date of completion.
 - If during warranty period any malfunctioning / defect arises, the firm shall have to remove the same within a period of two days of receipt of intimation. In case of any failure on the part of the firm to remove the defect, the Department may get the defects removed / repaired by any other agency and the cost thereof shall be recovered from the firm and shall be recommended for black listing.
 - CDR of 3% of allotted cost to be submitted as performance guarantee which can be released after necessary completion of contract.
7. **Terms of Payment (subject to availability of funds):**
- 90% payment shall be released after completion of job in full after receipt of verification from the A.E.E concerned.
 - Balance 10% shall be released after satisfactory performance for one irrigation season and satisfactory certificate from the concerned AEE thereof.
8. **Arbitration:**
- If at any time dispute or differences whatsoever shall arise between the contractor / firm and the Department in connection with the contract, such disputes or differences shall be referred to arbitration in the manner provided in the agreement. The decision of the arbitrator shall be final and binding upon the parties. All disputes shall be subjected to jurisdiction of Jammu and Kashmir High Court at Srinagar only
9. All other terms and conditions shall remain same as laid down in PWD form No. 25 (Double).

Yours Sincerely,

Executive Engineer
Mech. Irri. Const. Division,
Srinagar

Copy to the:

- Chief Engineer, Kmr. I & F.C. Department, Srinagar for favor of information.
- Superintending Engineer, Mech. Circle, I & F.C. Department, Srinagar for favor of information.
- Asstt. Ex. Engineer, Mechanical New Lift Sub Division, Srinagar for information and necessary action.
- Technical Officer Divisional Office for information.
- Asstt. Accounts Officer Divisional Office for information.