

Government of Jammu & Kashmir

Office of the

**EXECUTIVE ENGINEER (JAL SHAKTI) Department PHE GROUND WATER DIVISION
SRINAGAR.**

Baghi-Ali- Mardan Nowshera Srinagar.

E- mail: - phegwd@yahoo.com Telephone No:- 0194-2411285 Fax No: - 0194-2411285.

M/S Siab Surgiments,
Karanagar, Srinagar.
E-mail: Saib@rediffmail.com

No:PHE/GWD/2751-56

Dated: 04-08-2022

Order No:-PHE/GWD/ 56 of 08/2022

Sub: Allotment for the work of Mobile Laboratory for testing water and Quality on real time basis and Moisture Analyser and Sieve Analyser with sieves (As per annexure -Part (D) enclosed under Water Quality JJM Programme.

Ref: 1). Your tender in response to this office E-NIT NO. 14 of 06/2022, Dated: 24-06-2022, issued vide endstt. No:-PHE/GWD/1843-52, dated:-24-06-2022. & Corrigendum No:- PHE/GWD/1865 Dated:- 25-06-2022.

2) This office letter No:-PHE/GWD/TS/2220-21 Dated:-15-07-2022.

3) Tender I.D No: 2022_PHE_1.

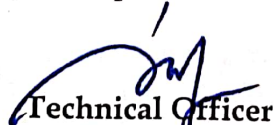
Dear Sir,

For and on behalf of Lieutenant Governor of Jammu and Kashmir, the contract for Mobile Laboratory for testing water and Quality on real time basis and Moisture Analyser and Sieve Analyser with sieves {As per annexure-Part (D)} enclosed under Water Quality JJM Programme is allotted to you with contract value of Rs.37,25,000/- (Rupees: Thirty-seven lacs and twenty-five thousand only) on the following rates, terms and conditions as already accepted by you:-

S.No	Items of NIT	Unit	Qty	Rate	Amount
1.	Providing/fitting of Mobile Laboratory for water testing & quality on real time and Moisture Analyser and Sieve Analyser as per the "Annexure Part-D" enclosed. IMPORTANT THE MOBILE LABORATORY/ANALYSERS IN TOTALITY I.E. VEHICLE, ROOF TOP SOLAR PANELS, INVERTER, BATTERIES, ANALYZERS / EQUIPMENT, REQUIRED ACCESSORIES/ REGENTS & FABRICATION, WORK REQUIRED.	Job	01	Rs.37,25,000/-	Rs.37,25,000.00
	Total Amount of work (Rupees: Thirty Seven Lacs Twenty Five Thousand Only)				Rs.37,25,000.00

Rates & quantity checked as per comparative


Head Draftsman


Technical Officer



Executive Engineer

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Terms & Conditions

- **Agreement:** The successful tenderer, however, is required to execute an agreement with the department within fifteen days of placement of allotment order with him. Failure to execute an agreement, shall not however, prevent the contract from being enforced against him and the payments shall be released only after execution of the agreement by the successful tenderer and acceptance thereof by the department.
- **The Mobile Laboratory,** duly installed Checked and completed in all respects, to the entire satisfaction of the department shall be successfully commissioned and handed over to the authorized representatives of the Department.
- **Time of Completion:** The job is to be completed within 60 days from the date of issue of the allotment order. Mobile Laboratory van is to be delivered at FOR Srinagar & duly Registered and insured for (05 years) in favour of Executive Engineer, Jal Shakti PHE Ground Water Division Srinagar.
- **Earnest Money:** The earnest money enclosed with the tender in the shape of CDR No:-3126500 dated: 6-7-2022 for an amount of Rs.74,000/- and No:392673 Dated: 27-7-2022 for an amount of Rs. 1,10,000/- from J&K Bank pledged to the Executive Engineer, (JAL SHAKTI) PHE Ground Water Division, Srinagar is adjusted towards performance security deposit will be released in favour of the firm after successful completion of the job and expiry of defect liability period.
- **Terms of payment:**
 - a) 80% of contract price to be paid on receipt of Goods and upon submission of the documents,
 - b) 10% of the contract price paid within 30 days after the date of the Acceptance Certificate and
 - c) Balance 10% of the contract price paid on successful completion of training or 03 months from the successful commissioning, whichever is later and also (06 months) Defect Liability Period after successful commissioning.
- **Penalty Clause;** In the event of the successful tenderer failing, declining, neglecting or delaying execution of work in time and in the event of any damage occurring/being caused by the successful tenderer or in the event of any default or failure by the successful tenderer in complying with any terms and conditions of the contract, the department shall without prejudice to any other remedy available to it under the law for the time being in force:
 - a) Terminate the contract after 10 days' notice. and /or
 - b) Recover the amount of loss caused by damage/failure or
 - c) Impose a penalty up to 10% of the value of the Contract.
 - d) Forfeit the earnest money deposit/security deposits.
- **Taxes and duties:** The allotted rates are inclusive of all taxes & duties/levies whatsoever applicable and including of GST.
- **No Payment** shall be made to the agency till the agency produces their GST No.
- The firm shall arrange clearing agent at his own cost for unloading, customs clearance and storage of the equipment from the Foreign Origin, documentation and all the other procedures. The department will assist the firm wherever required in obtaining clearance of the Equipment through the Customs and provide exemption certificate, if required.
- The firm shall also ensure that the shipping documents are received by (3 days in case of shipment from nearby countries/ports like Singapore) prior to the arrival of the consignment at Srinagar. In case of air freighted consignments, documents should be received within 7 days from the date of dispatch. If the documents are not made available as requested, it will not be possible for Department to clear the consignments.
- **LIQUIDATED DAMAGES:**
 - In case, the Firm does not complete the work within delivery period, liquidated damages will be charged of total cost of items ordered on the Bidder and if required, action will be taken against the Firm to Blacklist it and also for forfeiture of its Security Deposit or as specified in the latest GFR.
 - The price to be given in the Tender are fixed prices, irrespective of rise in Materials prices and increase in taxes etc., till complete delivery of items. No request in regard to increase in the price of instruments or in taxes etc. will be entertained after the submission of the tender.
 - If the instrument supplied is not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges will be paid by the Department.

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• **SETTLEMENT OF DISPUTE, ARBITRATION**

All disputes or difference arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled in accordance with the prevailing Arbitration and Conciliation Act. The arbitrators shall elect an umpire among them. In case of failure of the two arbitrator appointed, to reach upon a consensus, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the Government Servants and had any interest in the department or the contract entered into directly or indirectly. In all cases, the arbitrator shall state their reasons, award/decision in writing of an amount of claim in dispute is Rs.50,000/- and above, subject as aforesaid the provision of the prevailing Arbitration and Conciliation or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Arbitration proceeding. The Cost and expenses of Arbitration proceedings shall be borne by the party invoking the Arbitration clause.


- The firm should attach a separate list for the Reagents required for smooth operation of the instrument at least for one year (as optional items) and two copies of trouble shooting manuals, electric circuits etc. along with the bids.
- It is a term of the contract that the party invoking the arbitration shall specify the dispute for disputes to be referred to the arbitration under this clause together with the amount or amount claimed in respect of each such dispute.

• **FORCE MAJEURE:**

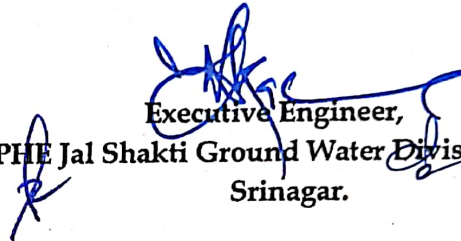
Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the owner by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of owner. In the event of such cancellation the vendor shall refund any amount advanced or period to the vendor by the Purchaser and delivery back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

- a) **GUARANTEE / WARRANTY:** Except as otherwise provided in the invitation to the tender, the contractor shall declare that the laboratory instruments / equipment supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said instruments / equipment would continue to conform to the description and quality aforesaid for a period of warranty from the date of delivery of the said instruments / equipment to the purchaser notwithstanding the fact that the purchaser (Inspecting Authority) may have inspected and/or approved the said instruments / equipment. If during the aforesaid period of warranty, the said instruments / equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon the bidder to rectify the instruments / equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the instruments / equipment from the date of rectification thereof. In case of failure of the bidder to rectify or replace the instruments / equipment etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the bidder for such defective instruments / equipment

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- b) In the event of contract being cancelled for any breach committed and the department affecting re-purchase of the instruments / equipment at the risk and the cost of the contractor, the department is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.
- c) Department will not pay separately for transit insurance and the supplier will be responsible till the entire instruments / equipment contracted for, arrive in good condition at the destination. The consignee, as soon as possible but not later than 30 days of the date of arrival of the instruments/ equipment at destination, notify to the contractor any loss or changes to the stores that may have occurred during the transit.
- **General:-**All other terms and conditions shall remain same as laid down in the e-NIT/Standard Bidding /PWD Form No.25 & 33 (Double)


Executive Engineer,
PHE Jal Shakti Ground Water Division,
Srinagar.

Copy to the:

1. Chief Engineer Jal Shakti PHE Department Srinagar for favour of Kind information.
 2. Superintending Engineer Jal Shakti PHE Mechanical Circle North Srinagar for favour of kind information.
 3. Assistant Executive Engineer (JAL SHAKTI) PHE Store & Transport Sub-Division, Sgr for information and necessary action with the direction to get the work executed strictly as per the prescribed Guidelines/specifications in this behalf.
- 04-05. Divisional Technical Officer / Assistant Account Officer for information.

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