

Government of Jammu and Kashmir (UT)

OFFICE OF THE EXECUTIVE ENGINEER JAL SHAKTI (PHE) MECHANICAL DIVISION SOUTH AWANTIPORA. E-MAIL ID: xenphemechsouthawp@qmail.com Fax/phone. 01933-295537



Allotment Order No: 23 of 05/2023

M/S MIK Enterprises Prop: Mohammad Iqbal Khan R/o: Zainakote, HMT, Srinagar GST No: 01DOBPK9520P2ZR

Cell No: 9149737413

Email:

AA Accorded vide Order No.	SE/Hyd/Spn/156 Dated: 10/02/2021
Tech. Sanction Accorded vide Order No.	EE/JSD/Mech/ Awp/JJM/05 of 08/2022
Adv. Cost:	Rs. 3,07,000/-
Allotted Cost:	Rs. 3,01,460/-

Subject:-

Supply, installation, testing and commissioning of electro-mechanical equipments at water supply scheme Zantrag of Jal Shakti (PHE) Mechanical Division South Awantipora under

JJM.

Reference:-

issued under endorsement No.: 1. This office e-NIT No.: 43 of 2022-23 of 25/08/2022 JSD/PHE/MDSA/2071-90 Dated: 25/08/2022 read with Corrigendum No.: JSD/MDSA/2767

Dated: 28-09-2022 & JSD/MDSA/2712 Dated: 24-09-2022. 2. Superintending Engineer Hydraulic Circle Shopian/Pulwama [HQ] Shopian (Member

Secretary JJM) Office Letter No.: SE/Hyd/Spn/DB/1097-1110 Dated: 18-05-2023. 3. Acceptance of rates/extension of validity of your tender confirmed by you.

Dear Sir,

For and on behalf of Lt. Governor of J&K U.T contract for execution of aforementioned job is hereby fixed with you on item rate basis. This is in response to your online bid and subsequent acceptance of rates, specifications, terms and conditions as contained in Annexure "A & B" of this allotment order.

Encl. 06 N/

No.: MDSA/ 1056-63

Dated: 3 1/05/2023

Yours Sincerely

Executive Engineer Jal Shakti PHE Mechanical Division

(South) Awantipora

Copy to the:

Chief Engineer Jal Shakti (PHE) Department Srinagar for information.

2. District Development Commissioner (Chairman DJJM) Pulwama for information.

3. Superintending Engineer Jal Shakti (PHE) Mechanical Circle (South) Srinagar for information.

4. Superintending Engineer Jal Shakti (PHE) Hydraulic Circle Pulwama/Shopian for information.

5. Executive Engineer Jal Shakti (PHE) Division Awantipora for information.

6. Provisional Head, TPIA JJM Kashmir, (WAPCOS Limited) Corporate Office 76-C Institutional

area Sector-18 Gurugram-122015 (Haryana) for information.

7. Assistant Executive Engineer Jal Shakti (PHE) Mech. Sub Division Pampore for information & necessary action. He will ensure execution of work strictly in accordance with the rates, specifications, terms / conditions & within the stipulated time, besides, the cost of work should not exceed beyond allotted cost. In case of any delay in completion of work, the reasons shall be justified.

8. File concerned.

ANNEXURE "A" to this office Allotment Order No: 23 of 05/2023

Name of work: Supply, Installation, teating and commissioning of electro mechanical equipments at water supply scheme Zentrag of Jai Shakil (PNE) Machanical Division South Awantipors under JJM.

General Terms and Conditions:

1. TIME OF COMPLETION: The scheme shall have to be completed/tested/commissioned within a period of 30 days from the date of issue of this allotment order.

2. AGREEMENT: A formal agreement deed shall be executed by the firm with the department within a period of 87 days from the date of issue of this allotment order after deposition of performance security 8 ask of allotted cost. However, non drawl of agreement will not prevent the contract from being enforced upon you.

3. PENALTY: In the event the contractor failing or delaying the work or a part thereof, & or non-complying with any of the terms and conditions of the contract, the NIT & the Agreement, the Department, without prejudice to the remedies available under the law in force in JAK UT, may terminate the contract after seven days' notice, and or recover the amount of loss caused by failure/delay or default of the contractor. The amount of such recoveries shall be determined by the Superintending Engineer PHE Mechanical Circle South Srinagar and or impose a penalty as the Government /Department may determine and or forfeit the performance security and or resort to any or all the remedial actions available under the law in force in the UT of J&K at the time of the dispute.

4. ARBITRATION: In case of any dispute arising at any stage between the contractor and the Department, the same shall be referred to the Superintending Engineer PHE Mechanical Circle South Srinagar /Govt. of J&K who may give a decision or nominate any other person of Government for arbitration. The decision to such arbitration shall be final and binding on both the parties.

5. PERFORMANCE SECURITY DEPOSIT: Soon after issuance of allotment order, the firm has to deposit performance security in the shape of CDR/FDR/BG valid for 18 months pledged to Executive Engineer PHE Mechanical Division (South) Awantipora within 07 days which shall be released after expiry of defect liability period/report of concerned AEE (After fulfillment of all contractual obligations). Failing to produce performance security, the firm is liable to be debarred for participation in future tendering in this Division and same shall be recommended to higher offices and other Govt. offices of UT of J&K.

6. JURISDICTION OF COURT: All disputes pertaining to this contract shall be subject to the jurisdiction of the Courts of J&K UT only.

7. TERMINATION OF CONTRACT: The department reserves the right to terminate the contract at any stage in case performance of the firm is found un-satisfactory in terms of any or all clauses of the NIT/Contract/Agreement in vogue.

8. ADVANCE PAYMENT: The Department shall in no case entertain any condition or request of making advance payment of any kind to the contractor during the execution of the work.

9. TAXES, DUTIES LEVIES etc:- The rates offered by the Department shall be firm and final. Payment of Income Tax/GST, Octroi, Toll tax, Entry tax, Cess service tax duties and other levies etc. of the central or the UT Government and incidental charges of any shall be the responsibility of the contractor/firm.

10. FORCE MAJEURE CLAUSE: Any failure or omission to carrying out the provision of the contract shall not give rise to any claim by the department or the contract one against the other if such failure or omission arises from the Act of God which shall include all natural calamities such as fire , floods , earthquakes, hurricane strikes, riots, embargoes from any political or other reasons beyond the control of parties including the war whether declared or not civil war or a state of insurrection.

11. ENGAGEMENT OF LABOURS: The contractor shall not engage any workman below the age of 18 years. Firm/Contractor shall also comply with the provisions of labour laws and rules framed thereof and as prevalent in the UT of J&K. The contractor shall be responsible for any accident to the human life which may occur during the execution of work, compensation as shall be provided under law or any law will be payable by the contractor.

12. INSURANCE: The contractor shall insure all work-man at his own cost till the completion of work and take over by the department.

13. DEFECT LIABILITY PERIOD:- The defect Liability period shall be for a period of 12 Months which shall commence after the successful completion of Trial run, during the defects Liability period (DLP) the firm shall have to operate & maintain the scheme as it is required for its successful running & as per Standard Engineering Practices, to the full satisfaction of the department. The bidder shall be responsible to make good premedy at

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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.

- 14 TRANSIT INSURANCE: Prior to dispatch, the ordered equipment shall be insured through a Nationalized Insurance Company up to its final destination, against all transit risks. The fire should, therefore, take appropriate insurance policy in advance for covering the transit of the goods, charges for which shall be borne by the tenderer and shall be included in his quoted rates. The department shall pay no extra charges on this account.
- 15. SUBLETTING OF MORK: The bidder shall not sublet the whole or part of the work. The bidder shall not assign the work or any part thereof or any benefit or any interest thereon or any claim arising of the contract, without prior written consent of the allotting authority.
- 16. LIDUIDATED DAMAGES (LD):- In the event of firm's/joint venture failing, declining, neglecting or delaying the supplies / works or in the event of any damage occurring or being caused by the firm/ joint venture or in the event of any default or failure by the firm 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 15 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.
- 17. THIRD PARTY MONITORING: The allotted works shall be subject to check by the third party monitoring agency appointed by the Department in Kashmir. 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.
- 18. STORAGE AT SITE: The bidder shall at his own cost make arrangements for proper storage especially towards Rain and Snow damages of the equipment/ materials at sites till its erection/completion. For the purpose the bidder shall, with the approval of Engineer in charge construct temporary storage accommodation for equipment/ material at site for which land shall be provided by the department near the site of work.
- 19. OPERATION AND MAINTENANCE MANUALS: The bidder shall supply, free of cost to the Department, six complete sets of operation and maintenance manuals for the Pumping Equipment. The delivery of these manuals shall be made by the bidder to the Engineer along with the supply of equipment. The manuals shall be appropriately bound in book form and shall contain all necessary instructions regarding operation, preventive maintenance, repairs, trouble shooting, overhauling etc.
- 20. OEM Certificate: The contractor shall produce all relevant test certificates of the manufacturer to the Engineer in-charge before start of the work. The test certificates of the equipment's on whole or all accessories/ attachments and mountings thereof shall be appended with the invoice at the time of submission of the claim to Divisional office. Failure to do so shall result in non-acceptance of invoice/bills by the Divisional office.
- 21. CLARIFICATION: If any clarification is required by the Firm/contractor in relation of technical specifications, the same shall be had from the office of the Assistant Executive Engineer concerned/ Executive Engineer PHE Mechanical Division South Awantipora before the date of start of work.

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- 22. CONSIGNEE/PAYING AUTHORITY: The consignee/paying authority in electromechanical component and associated civil works shall be the concerned Executive Engineer, Jal Shakti (PHE) Mechanical Division Awantipora. Besides, the supervision of the various components of the civil work shall be carried out by the concerned Division under the overall coordination of the concerned Superintending Engineer Hydraulic Circle.
- 23. TERMS OF PAYMENT: All payments to the contractor for fulfilling the contract will be made as per the unit rates of Price Schedule (BOQ). All payments will be made in Indian Currency and will be subject to deduction of Income tax, GST, Cess at source, on the rates as are in vogue at the time of release of payment:-

a) 65% of the contract value shall be paid on receipt of the material at site (as per the BOQ) in full & verification thereof by the concerned Assistant Executive Engineer.

b) 15% of the contract value shall be released on installation of ordered equipment/material in full at site.

c) 10% of the Contract Value shall be released after successful testing and commissioning of the entire equipment on full load, commissioning and trial run.

d) 10% of the Contract Value shall be released after commissioning of the scheme and satisfactory performance of the equipment for the period as enunciated in warranty clause. However the balance amount can be released against furnishing of Bank Guarantee for an equivalent value valid for three months beyond the expiry of the warranty period of the contract.

24. WARRANTY:- The Firm/contractor shall be bound for satisfactory performance of equipment/work 12 months after the successful completion of trial run. If during warranty period, any malfunctioning/defect arises, the firm shall have to rectify the same within a period of ten 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 rectified by any other agency and cost thereof shall be recovered from the firm and shall be recommended for further punitive action as governed under the relevant clause of contract including blacklisting.

25. TRIAL RUN: - After completion of work, the firm/contractor will have to make a trial run of the scheme for a period of 03 months during which the manpower required for

operation shall be provided by the Department.

26. EQUIPMENT MAKE: The supplied material/equipments should confirm as per specification of the contract as well as make confirmed by the Firm/contractor.

27. The work done claim should be supported with Geo tagged photographs before, during and after execution of the job.

28. SITE OFFICE: - The Firm/Contractor has to maintain at his own cost a suitable site office at the site of work to which the Department sends communications/instructions.

- 29. TRAINING OF DEPARTMENTAL STAFF: The bidder shall arrange at his own cost and risk to depute at least one competent Engineer of the equipment manufacturer to train up to twelve departmental representatives in the operation & maintenance of the equipment at site. This training shall be for duration of at least 04 consecutive months and shall commence from the date of successful commissioning of the equipment or as may be mutually agreed upon. To groups of Departmental Engineers shall also be deputed to bidders/manufacturers works for short duration to obtain training free cost in the operation & maintenance of the equipment.
- 30. DRAWING & QUALITY ASSURANCE PLAN: The Firm/Contractor shall be necessarily furnish within two weeks of the date of placement of this order which shall be approved by the Department within two weeks from the receipt by the consignee:-

a) Sectional drawing of pumps.

b) General Arrangement Drawings (GAD)/ layout of the equipment fully dimensioned for pumps, motors, starters, shunt capacitors, panels, delivery manifold, cables etc.

c) Detailed circuit diagrams of LT Panels, Starters, Shunt Capacitors etc.

Quality assurance plan (QAP) of each piece of equipment to Third Party Inspection Agency (TPA) and

Department for their approval.

No manufacturing/fabrication activity shall be started by the Firm without approval of the drawings of each ordered equipment by the competent authority. Additional time consumed due to observations/summary rejection of QAP/GAD shall not be considered in the delivery/period of the contract and the bidder shall be wholly and solely held responsible for the delay thus daused.

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- 31. INSPECTION & TESTING: Before dispatch from the works of the OEM, the electro-mechanical equipment shall be inspected by a third party inspection agency i.e. M/S CEIL/Rites etc. New Delhi. However, the Firm (Bidder) shall make payment to the Inspection Agency (in case of 3rd Party Inspection) which shall subsequently be reimbursed by the Department. The successful tenderer shall intimate the Department and the Inspecting Agency/Authority in advance regarding the readiness of the equipment for dispatch and shall furnish test certificates. It shall be responsibility of the suppliers to tie up with the third party nominated for inspection and get necessary inspection of the material done within the delivery period. Any delay on the part of the third party shall not be entertained as an excuse for timely supply of material. The product/ material at site shall be inspected by Assistant Executive Engineer concerned or any other official(s) of the department designated by the concerned Executive Engineer. Any modifications to the works as specified in the specifications considered to be necessary for smooth and trouble-free operation of the equipment by the Department or the third-party inspection agency, the firm shall have to execute the same without any extra cost, to the best satisfaction of the department. The firm shall as such keep the department informed about arrival of material at site. 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. The supplier upon demand by the department or its representative shall rectify or replace defective unsuitable equipment. The Department reserves the right to nominate his representative for inspection of the goods at the works of the supplier/ manufacturers. As such the department at all reasonable times shall have access to the works and to the site and to all workshops and places where work is being executed and where material / manufactured articles and machinery are being obtained. In case of Sub-Station and power/feeder lines, the firm shall have to obtain a clearance certificate from the concerned inspection Division of the Power Development Department. The list of electromechanical equipment in which third party inspection from CEIL/RITES is to carried on:-
 - 1) DG Set > 100 KVA.
 - 2) Pumping Unit > 100 HP (Horizontal and Vertical)
 - 3) Valves >300 mm
 - 4) Pipe > 200mm dia
 - 5) HT Transformers > 300 KVA
 - 6) Voltage Stabilizers > 500 KVA
 - 7) Iron Removal Plant

For items other than those manufacturers test certificate shall have to be provided. The HT transformers shall have to be got inspected from the corresponding wing of Power Development department and the necessary certificate shall be submitted along with the manufacturers test certificate.

32. The work is executed strictly in close supervision of AEE/JE/Supervisory staff concerned. However, the civil work if involved should be executed under close supervision of civil counterpart.

33. WATCH & WARD OF WORKS: The Firm 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.

34. All other terms and conditions shall be the part of this contract as laid down in e-NIT/SBD/GFR-2017/e-procurement manual 2019 and PWD form"25" double.

Jal Shakti PHE Mechanical Division
(South) Awantipora

(Member JJM)

Annexure 'B' to this Office Allotment Order No. 23 of 05/2023 for WSS Zantrag

,	Description of Work / Item(s) with technical specifications	No. of City	Units	Alloted/ Accepted Rate	Amount
(Elec	ctro-Mechanical Items) WSS Zantrag				
Supplied of the Fundamental Su	Ay Installation Testing & Commissioning of Submersible Pumping Unit as per IS 8034 for with string specification are as under ID Denharge Stange = 4000 GPH. Head Range = 270 mbrs. Sency = Not less than 50%		Job	102500.00	102500.00
3.00	Supply, Installation, Testing & Commissioning of Submersible Pumping Unit as per IS 8034 for with following specification are as under: PUMP: Discharge Range = 1200 GPH	1.00 be and	Job	76300.00	76300.0

Scanned with CamScanner

Annexure 'B' to this Office Allotment Order No. 23 of 05/2023 for WSS Zantrag

Deleu rence = 30-50 A	ters. 5% V, 50 + 3 % Hz. Yor Voltage relays with minor wiring etc	1.00	Job	52300.00	52300.00
SITC of Submersible Motor starter. MU Fully automatic submersible motor start Rating = 30 HP 5.00 Power Specs = 3 Φ, 415 + 15% V, Relay range = 13-21 A Protection = Under voltage/ over (Make: L&T/Havells/Anchor/Slemens	ters. 50 + 3 % Hz. er Voltage relays with minor wiring etc	1.00	Job	18500.00	18500.00
Brouding and fitting of 3-Core flat subj	mersible copper cable conforming to IS: 694 (Part 1st) – 1964 & IS: 694 pping Unit and other electrical Equipments. The cable connections obles of required size.	90.00	Mtr	454.00	40860.00
	apacity, 4 pole, 36 KA breaking capacity MCCB with thermal magnetic	1.00	Nos 201	11000.00	11000.00

Total in Words: Rupees Three Lac, One Thousand, Four Hundred & Sixty only.

Jal Shakti (PHE) Mechanical Division