

GOVERNMENT OF UT OF JAMMU & KASHMIR,

OFFICE OF THE CHIEF ENGINEER, JAL SHAKTI DEPARTMENT (PHE) KASHMIR

NEW ENGINEERING COMPLEX, SILK FACTORY ROAD RAJ BAGH, SRINAGAR

TELE: 0194-2311832. TELE FAX: 0194-2311035, E-Mail: kmrphed@gmail.com, kashmlrphe@yahoo.com

Order No: JSD/Misc/ ORC/ 2021-22/29/27704-13
Dated: 20 -11 -2021.

M/s Himalya Trading Agencies,
(Authorized dealer of,
M/s Aczet Pvt. Ltd.,
154, DLF Tower-IV, Shilvajl Marg, Najafgarh Road,
New Delhi-110015/
Tintometer India Pvt. Ltd.
Door No. 7-2-C-14, 2nd, 3rd and 4th floor,
Sanathnagar Industrial Estate Hyderpora-500010),
Opp. J&K Police Line Balgarden,
Srinagar-190010.

TO
[Signature]

Subject: Supply order for Supply of Water Testing Chemicals, CRM and Equipments for Ten District Level Water Testing Laboratories, One State lab and forty Sub Divisional Labs of Kashmir PHE Jal Shakti Department.

Reference: i) Executive Engineer, Jal Shakti Department QC & PD Srinagar's NIT No. PHE/QC&PD/08/e-Tender of 2021-22 dated: 24.06.2021.
ii) Decision of the Departmental Purchase Committee in its meeting held on 07.09.2021.

Dear Sirs,

As approved by departmental purchase committee of the department in its meeting held on 07.09.2021, the UT of J&K, is pleased to award you the contract for Supply of Water Testing Chemicals, CRM and Equipments for Ten District Level Water Testing Laboratories, One State lab and forty Sub Divisional Labs of Kashmir PHE Jal Shakti Department as per Specification/rates in Annexure "A" to this order and on the terms and conditions as detailed hereunder:-

Terms and Conditions:

01. **Specification of Material:**
Please refer to Annexure "A".

02. **Rates:**
The rates indicated in Annexure "A" to this order are all told including packing, forwarding, freight, unloading/stacking in stores and taxes/ duties (state/central) etc. and the rates shall be valid upto 30th June 2022.

03. **Total Value of Order :**
Rs. 12,60,240.00 (Rupees: Twelve lacs sixty thousand two hundred and forty only) all told including packing, forwarding, freight, unloading/stacking in stores and taxes/ duties (state/central) etc. all told in the consignee's Stores at HMT Zainakote Srinagar.

04. **Delivery Period:**
The material (Water Testing Chemicals, CRM and Equipments) shall be delivered by the firm in the consignee's stores of PHE QC&PD located at HMT Zainakote, Sgr.

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Sd/-
C.E.
[Signature]

Kashmir duly inspected by the competent officers/ agency within a period of Thirty (30) days from the date of issue of supply order.

05. Other Taxes /Duties (State /Central):

The firm shall be required to indicate the nature and rate of the taxes and duties included in the quoted rates as per the GST rules. The rate of taxes and duties shall be subject to actual as applicable at the time of supply of Chemical/Reagents but within the delivery period envisaged in the supply order.

06. Consignee / Paying Authority:

Executive Engineer Jal Shakti (PHE) QC&PD Srinagar.

07. Guarantee/ Warranty/ Defect Liability Period:

The Chemical/Reagents/equipments shall be guaranteed for a period of Eighteen (18) months from the date of receipt of material or twelve months from date of its use whichever is later. In case the Chemical/Reagents/equipments at the time of utilization shows any manufacturing defect or otherwise do not function properly / satisfactorily during the above specified period, the firm shall replace the same as a whole or the defective part thereof as may be determined by the department, at his risk and cost within 10 days from the date such intimation is given to the firm, failing which the department shall take appropriate action for replacement rectification of such defect at its own at the risk and cost of the firm(supplier). However even if some portion of the chemical is consumed during the defect liability period the same shall be at the risk and cost of the firm.

08. Manufacturer's Test Certificate:

The Chemical/Reagents shall be accompanied with manufacturers test certificate in support of the correctness of the specifications of the product in accordance with the relevant codes. The relevant Codes must be mentioned. The firm shall supply free of cost to the Executive Engineer PHE QC&PD Srinagar "three complete sets of operation and maintenance manuals", including catalogues for each Chemical/Reagents/equipment at the time of supply of Chemical/Reagents/equipment.

The firm shall also fulfill the following conditions:-

01. The warranty period of the equipment shall be minimum 02 years from the date of supply of the item to consignee.
02. The department will be at liberty to test the chemicals by third party inspection agency as required by the department.
03. The firm shall have to submit certificate of analysis of the material at the time of delivery.

09. Insurance:

It shall be the responsibility of the firm to ensure safe delivery of Chemical/Reagents in the consignee stores i.e. in the stores of PHE QC&PD located at HMT Zainakote, Srinagar Kashmir and the Department shall have nothing to do with the insurance proceedings if the material is insured and nothing shall be paid extra on this account by the Department.

10. Force Majeure:

If at any time during the pendency of this contract, the performance in whole or in part without the consent of purchaser or any obligation under this contract is prevented

delayed by the reasons of any war, sabotage, fires, floods, strikes, lock-out, explosion, epidemics, quarantine restriction or other Act of God, Government or ruler (hereinafter referred as eventuality), then the notice of happening of such eventuality is given by the contractor to the purchaser within 15 days from the date of occurrence of such eventuality thereof, the purchaser shall neither terminate nor claim any damages in respect of such non-performance or delay for the reasons as mentioned herein before, but the supplies shall be resumed as soon as possible after such eventualities have come to an end or ceased to exist. However the decision of Chief Engineer Jal Shakti Department (PHE) Kashmir, Srinagar shall be final in such case.

11. **Dispute:**

In case of any dispute or difference arising at any time between the firm and the Department the same shall be referred to the Govt. of J&K Jal Shakti Kashmir PHE Department for arbitration and the decision of the arbitrator to be nominated by the Govt. shall be final and binding on both the parties. The contract shall further be subjected to the jurisdiction of Jammu and Kashmir Courts at Srinagar Kashmir only.

12. **Agreement:**

As soon as the supply order is communicated to the firm, the contract shall be complete and binding upon them. The firm shall also be required to execute an agreement with the Department within 7 days from the date of issue of supply order (two blank agreement forms sent herewith). Failure to execute an agreement in time shall not however, prevent this contract being enforced against the firm and the date of delivery of the material shall be reckoned from the date of issue of supply order. The contract shall be deemed to have been entered into at Srinagar within ordinary civil Jurisdiction of the J&K courts only.

Non-execution of formal agreement shall, in no way, make the contract ineffective/inoperative.

No payment, whatsoever, even against the work done, shall be released without drawl and acceptance of the formal agreement.

13. **Security Deposit:**

The firm on receipt of the supply order shall be required to furnish a security deposit equivalent to 3% of value of the order in the shape of CDR / F.D.R / Bank Guarantee pledged to the Chief Accounts Officer, Kashmir PHE Deptt. Srinagar valid for the period of 18 months from the date of Supply to cover the following: -

- a. Successful completion of the contract.
- b. Supply of goods as per advertised / ordered specifications and terms and conditions laid down in the contract.
- c. Warranty against any manufacturing defect of Chemical/Reagents.

14. **Terms of Payment:**

(A) 95% PAYMENT shall be released against receipt and verification of Chemical/Reagents/Gadgets by the consignee and further verification thereof by the verification board of the department. The firm shall also be required to furnish the inspection note issued by the AEE Chemical sub-division, PHE Srinagar along with the bills / documents.

(B) Balance 05% payment shall be released to the firm after completion of the contract.

15. Penalty Clause:

In the event of failing, defaulting, neglecting or delaying completion of supply in the event of any default or the failure of contractor/ firm in complying with contractual obligations the department shall be liable to:

- i. Terminate the contract, or
- ii. Recover the amount of loss caused by the damage/ failure and impose penalty to a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10% (Ten per cent) of the value of delayed goods.
- iii. Recover the extra cost if any involved in getting the delayed stores through some other agency.
- iv. Forfeit the earnest money, if the supply order is not completely executed.

16. General:

The supply Order shall be governed by all the terms and conditions as envisaged in NIT No: PHE/QC&PD/08/e-Tender of 2021-22 dated: 24.06.2021 issued by Executive Engineer Jal Shakti (PHE) QC&PD Srinagar other than those spelt out above.

Sd/-
(Er. Iftikhar Ahmad Wani)
Chief Engineer,
Jal Shakti Department Kashmir PHE,
Srinagar.

Copy to the:

- 1. Additional Commissioner (Adm.) Commercial Taxes Kashmir Srinagar.
- 2. Superintending Engineer Jal Shakti Department (PHE) Mech. Circle (South) Srinagar (Chairman Verification board).
- 3. Technical Officer to Chief Engineer Jal Shakti Department (PHE) Kashmir Srinagar (Member verification board).
- 4. Executive Engineer Jal Shakti Department QC & PD Srinagar for information (Member verification board).
- 5. Executive Engineer /Nodal Officer JJM Jal Shakti Department (PHE) Kashmir for information.
- 6. M/s Aczet Pvt. Ltd. 154, DLF Tower-IV, Shivaji Marg, Najafgarh Road, New Delhi-110015 for information.
- 7. Tintometer India Pvt. Ltd. Door No. 7-2-C-14, 2nd , 3rd and 4th floor, Sanathnagar Industrial Estate Hyderpora-500018 for information.
- 8. AEE Chemical Sub Division HMT Zainakote Srinagar for information.
- 9. Chief Chemist State Water Testing Lab Zainakote Srinagar for information.

(Mohammad Ashraf Iqbal Haq) (KAS)
FA / Chief Accounts Officer,
Jal Shakti Department (PHE) Kashmir,
Srinagar.

"A" to Supply Order No: JSD / Misc/ 29 of 2021-22 Dt: 20-11-2021.

TECHNICAL SPECIFICATION

	Description of the Item	Qty.	Rate	Amount
01	Fluoride Ion Analyzer including reagents for 250 tests. Specifications: (i) Range: 0.08 to 2.00 mg/liter. (ii) Lower Limit Detection: 0.08 mg /liter. (iii) Power Supply: 4 Batteries (AA).	10 Nos.	97704.00	9,77,040.00
02	Digital Weighing Balance Specifications: (i) Single pan cap balance with Digital Calibration. (ii) Range: 0.1mg - 200 gms.	10 Nos.	28320.00	2,83,200.00
Total				12,60,240.00

Rs. 12,60,240.00 (Rupees: Twelve lacs sixty thousand two hundred and forty only) all told including packing, forwarding, freight, unloading/stacking in stores and taxes/ duties (state/central) etc. all told in the consignee's Stores at HMT Zainakote Srinagar.

**M/s Himaliya Trading,
Srinagar.**

Sd/-
(Er. Iftikhar Ahmad Wani)

Chief Engineer,
Jal Shakti Department Kashmir PHE,
Srinagar.

(Mohammad Ashraf Iqbal Haqila (KAS)
FA / Chief Accounts Officer,
Jal Shakti Department (PHE) Kashmir,
Srinagar.