

**TENDER DOCUMENT FOR
TELEMETRIC RIVER
DISCHARGE MONITORING SYSTEM FOR
KHEP HYDRO-MET MONITORING PROJECT**

सितंबर/September 2020

**भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Umiam-793103, मेघालय/Meghalaya**

भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Umiyam-793103, मेघालय/Meghalaya

फैक्स/Fax: 0364-2570139
फोन/Tel.: 0364-2570036
ईमेल/Email: purchase.nesac@nesac.gov.in

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई ठेकेदारों आदि, फर्मों, प्रतिष्ठित सेवा प्रदाताओं, सैक उमियम मेघालय-से निम्नलिखित के लिए दो बोली में मोहरबंद प्रस्तावों को आमंत्रित करते हैं / Director, NESAC, Umiyam, Meghalaya invites sealed offers in two bids from reputed Service Providers, Firms, Contractors etc for the following

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी() डीडी के रूप में / EMD (₹) IN THE FORM OF DD	निविदा शुल्क / TENDER FEE (₹)
NESAC/1216/2020	Procurement of telemetric River Discharge Monitoring System with dual (simultaneous via INSAT and GSM/GPRS network) data transmission facility for KHEP Hydro-met Monitoring Project	₹ 94,000/-	₹ 160/-

निविदा दस्तावेजों के विक्रय का दिनांक / Dates for selling of tender documents: 08.09.2020 to 30.09.2020

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय / Last date & Time for submission of tender documents: 30.09.2020. upto 1330 Hrs.

निविदा खोलने की तिथि, समय व स्थान / Date, Time & Venue of Bid Opening: 30.09.2020 at 1530 Hrs at एनईसैक, उमियम/ NESAC, UMIAM

Instructions to Tenderers:

1. For full details and terms and conditions etc., please see the enclosed Annexures.
2. Tender documents can be obtained from the Sr. Administrative Officer, NESAC, Umiyam.
3. Tender Fee shall be paid in form of CROSSED Demand Draft only. The Demand Draft should be in favor of Director, NESAC drawn on State Bank of India, Umiyam (branch Code 2010). The Tender Fee is NON-REFUNDABLE. Your request letter along with Tender Fee may be addressed to the Sr. Administrative Officer as indicated above.
4. Interested tenderers may, at their option, download the tender documents from the NESAC website www.nesac.gov.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.
5. While requesting for Tender Documents, please superscribe on the cover as "Request for Tender document against Tender Notice No. **NESAC/1216/2020**
6. Tender Document received after the due date/time will not be considered.
7. While sending sealed quotation/offer superscribed respective Tender Number and Due Date on the envelope.
8. NESAC, UMIAM is not responsible for any postal delays/loss of documents in transit.
9. If the date specified for submission/opening of tenders is declared as a holiday abruptly, the due date for submission/opening of the tenders in such cases shall be postponed automatically to the next working day.
10. Director, NESAC reserves the right to accept or reject any/or all the quotations/Expression of Interest in part or full.
11. **All pages forming part of the tender documents should be duly signed, stamped and submitted to NESAC. Pages not signed and stamped will be considered invalid and rejected.**

Dated: 04.09.2020

Sd/-
निदेशक, एनईसैक / Director NESAC

TECHNICAL SPECIFICATION**1. Name and scope of the work**

Setting up a telemetric river discharge monitoring system (Side Looking Doppler - SLD) in two (2) locations upstream of Khangdong Reservoir of Kopili Hydro Electric project. The SLD shall take measurements continuously and transmit the discharge data to the MOSDAC server via INSAT series of satellite and also simultaneously transmit the same data to the data reception facilities set up at NEEPCO and NESAC via GSM/GPRS link. The Project will be executed as a Turnkey Project and the systems will be installed at the locations specified by NESAC.

The scope of the tender includes:

- 1.1. Supply of SLD System consisting of River discharge equipment, Data Logger, Solar Panel, Battery, Battery Charging Unit, INSAT Satellite Transmitter, GSM/GPRS modems and accessories, weatherproof self-contained enclosure, hydrography, connecting cables, etc.
- 1.2. Supply of dual data transmission and reception facility (simultaneous via INSAT and GSM/GPRS network), Demodulator, network management software, and related accessories for receiving the data transmitted from the SLDs.
- 1.3. Transportation of equipment's up to the installation sites.
- 1.4. Putting lightning arrestor, Installation & Commissioning.
- 1.5. Setting up of the central data receiving facility by configuring the server and software.
- 1.6. Acceptance Testing & Training.
- 1.7. Maintenance of the network during specified warranty period and AMC thereafter.

2 Minimum Technical Specification**2.1 System Overview**

The tender is to set up a telemetric river discharge monitoring system (Side Looking Doppler - SLD) consisting of two (2) SLDs and two (2) data receiving and archiving system. As per the requirement, the SLDs shall be installed at the sites assigned in the upstream of Khangdong Reservoir of Kopili Hydro Electric Project i.e in Assam and Meghalaya. Each station (SLD) shall have datalogger to log the measured data from discharge sensor and INSAT Satellite Transmitter& GSM/GPRS modems to transmit data to MOSDAC server and also to the server/computer situated at NESAC, Umiam, Meghalaya & NEEPCO Office (either at Kopili Hydro Electric Project site or Guwahati). At the data reception facility, Network Management Software shall be installed in a computer/server to receive the data from SLD and the same is archived after analysis.

2.2 Side Looking Doppler (SLD)

Functionality: Stationery discharge measurement with smart signal evaluation.

Mode of discharge calculation: Internally in the SLD unit and transmission to data logger (Discharge measurement mode) then dissemination Via GSM/GPRS SIM and Satellite.

Sensor assembly specifications:

Sl. No	Description	Specifications
1	Operating Frequency	600 KHz
2	Beam angle	2.4 degree
3	Maximum profiling range	80 meter
4	Size of measuring cell	2m to 10m
5	Blanking	0.5m to 30m
6	Flow velocity measurement resolution	1mm/s
7	Flow velocity measurement range	-10m/s to +10m/s
8	Flow velocity measurement avg. timing	1s to 3600s
9	Flow velocity accuracy	1% of measured value / 5mm/s
10	Water level measuring range	0.15 m to 10m
11	Water level measurement accuracy	+/- 3mm
12	Water level measuring resolution	1mm
13	Number of measuring cell	Minimum 9
14	Minimum water depth above sensor	0.15 m
15	Operating temperature	-5 degree to +35 degree
16	Storage temperature	-40 degree to +70 degree
17	Protection class	IP68
18	Supply voltage	12 v to 16 v DC
19	Power consumption	50Mw to 500 Mw
20	Installation and service software	With system set-up, commissioning, reviewing & optimizing
21	Calibration software including online assistance	Determination of correction factor (Velocity index), Optimizing discharge calculation, Managing stations
22	Internal Memory	9 MB (Non Volatile)
23	Housing Material	POM
24	Housing shape and design	Cylindrical for minimal flow resistance
25	Plausibility check	Through status information
26	Communication interface	RS-232 or SDI-12
27	SLD Wall mount	Stainless steel bracket, Protective cover, C-rail mount
28	Vessel Filter	Yes
29	Automatic calculation of total volume	Yes
30	Single sensor cable arrangement	Yes
31	Optional software	Yes, for calculation of correction factor

TENDER DETAILS

1. Eligibility of Bidders

- 1.1 This invitation for bids is open to all reputed original equipment manufacturers (OEM) or their Indian agents specifically authorised by the OEM to quote on their behalf for this tender.
- 1.2 The OEM/authorized agent should have minimum three years of experience in supplying, installing, and maintaining the quoted type of SLD. Necessary documentary evidence shall be attached in technical bid.
- 1.3 The OEM/authorized agent should have experience in supplying, installing, and maintaining the river stage/discharge measuring sensor in North East India. Necessary documentary evidence shall be attached in technical bid.
- 1.4 The OEM/authorized agent should have completed installation of at least seven (7) SLDs and three (3) data reception facility during last three year. The vendor should have completed at least one turnkey project of similar type as this project with any government or PSU department. Necessary documentary evidence shall be attached in technical bid.
- 1.5 The OEM/authorised agent should have a service centre within India. The complete address of the service centre with name and telephone number of in-charge of the centre shall be attached with the technical bid.
- 1.6 The quoted make and model of SLD, data reception facility, software, etc. should have been in operation during last one year or they can be latest version of any operational model. Tender with a totally newly developed model that has not been demonstrated operationally, shall not be accepted.
- 1.7 The vendor should have proper calibration facility of the SLDs. Necessary documentary evidence shall be attached in technical bid.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.2 Earnest Money Deposit (EMD) of ₹94000/- (Rupees Ninety Four Thousand only) should be submitted along with the bid in the following manner.
 - 2.2.1 Crossed demand draft drawn on any Nationalized Bank in favour of Director, NESAC and payable at State Bank Of India, Umiam [Branch Code:2010(Barapani)].
 - 2.2.2 EMD submitted in any form other than as specified above shall not be accepted and shall lead to rejection of the offer.
- 2.3 EMD shall be forfeited in the following events:

- 2.3.1 If the offer is withdrawn during the period of validity of the offer or any agreed extension.
- 2.3.2 If the offer is modified/altered without the knowledge of NESAC.
- 2.3.3 If the tenderer backs-out.
- 2.3.4 If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
- 2.4 The EMD of the unsuccessful bidders shall be returned within a reasonable time or after expiry of the validity period. No interest shall be paid by NESAC on EMD.
- 2.5 Any offer without the EMD shall be summarily rejected.

3. Terms and conditions

- 3.1 **The tender shall be submitted as a two bid system. Vendor shall submit the technical bid and commercial bid separately in different envelopes.** The technical bid shall be opened first and the commercial bid of only those vendors who qualify the technical bid shall be opened for the final consideration.
- 3.2 The technical bid shall contain all the tender documents and supporting documents excluding the cost of the system. The commercial bid shall contain the price of the system quoted in the technical bid. If the price of the quoted system appears in the technical bid, the offer shall be summarily rejected. Both the technical and commercial bid shall be kept in a single envelop and submitted.
- 3.3 Quotations should include the balance sheet for last three years, Income Tax statements, GST certificates, etc.
- 3.4 The SLDs shall be installed in the upstream of Khangdong Reservoir of Kopili Hydro Electric project i.e in East Jaintia Hills district & West Jaintia Hills district, Meghalaya and DimaHasao district, Assam as specified by NESAC. The quoted price shall be inclusive of cost of transportation up to the installation site.
- 3.5 Vendor must submit detailed design & layout of proposed SLDs along with the technical bid.
- 3.6 The tender is invited for 2 SLDs with dual mode data communication (simultaneous via INSAT and GSM/GPRS network) and 2 data reception facility. NESAC reserves the right to decrease or increase the number of SLDs. Vendors therefore must have to quote individual prices for each SLD.
- 3.7 The offer of the vendors quoting only part of the system (either SLD alone, or data reception facility alone, etc) shall be rejected. Only those vendors who quote for entire project shall be considered.
- 3.8 The order shall be placed to the eligible bidder whose financial bid is lowest after adding the cost of all SLDs and the complete data reception facility.
- 3.9 Vendor must attach detailed data sheet of quoted model / product along with the technical bid.
- 3.10 The bid shall include cost of all interconnect cables, management cables and everything that are required to operate the full system. The purchaser shall provide the land for installation of the SLD and SIM card for the GSM/GPRS modules for each SLD and the computer/server for data reception facility.

- 3.11 The vendor shall provide detailed technical training (along with manuals) for a minimum of 2 days excluding the days of installation and commissioning to the concerned staff on the following aspects:
- 3.11.1 Operation and Maintenance of the full network.
 - 3.11.2 On different aspects of Network Management Software.
 - 3.11.3 Debugging and Remote Management.
- 3.12 Vendor must submit their offer in following format for all the items (both technical and general).

Specification Required	Specification Quoted With make/model	Technical Compliance		Deviation
		Yes	No	

- 3.13 The proposal should include a compliance statement in the format mentioned in para3.12 above and the detailed bill of material.

4. Warranty

- 4.1 The supplier shall warrant that the goods supplied under this contract are new, unused, of the most recent or current operational models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in Assam/Meghalaya. The warranty should be comprehensive onsite, repair/replacement basis.
- 4.2 All the hardware and software shall have three years (36 months) onsite comprehensive warranty covering all parts & labour from the date of acceptance of the system by NESAC. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, software, equipment and accessories supplied by the vendor at the place of installation of the equipment.
- 4.3 During the warranty period, the equipment should be repaired / replaced within seven days of reporting of the defect. In case of vendor failing it, a standby arrangement should be provided till the equipment is repaired.
- 4.4 If a system is not repaired and operationalised within seven days during the warranty period, a fine of 0.5% of the system per day beyond seven working days shall be imposed.
- 4.5 The vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / vendor or any defect that may develop under normal use of supplied equipment during the warranty period.

- 4.6 The vendor shall also be responsible to ensure adequate regular supply of spare parts for a minimum period of 3 years after the expiry of the warranty period whether under their annual maintenance and repairs rate contract or otherwise.
- 4.7 Warranty shall not become void even if NESAC buys any other supplemental hardware from a third party and installs it with/in these machines. However, the warranty of the OEM will not apply to such hardware items installed.
- 4.8 If the bidder is not the OEM for the brand quoted, the warranty certificate for the hardware / software (separately for each brand) shall be provided from the OEM.

5. Prices

- 5.1 Vendor must have to quote individual prices for each SLD with dual data communication facility (simultaneous via INSAT and GSM/GPRS network) and data reception facility along with the total package cost. The lowest financial bid shall be calculated on the basis of lowest total price and not on the basis of price of each individual component. A firm quoting lowest price for either SLD or data reception facility amounting to more than the lowest price in terms of total cost, under no circumstances shall qualify to be considered for awarding the order of the whole system or for those components for which they have quoted the lowest.
- 5.2 The price quoted for all hardware and software shall be FOR the installation site in the upstream of Khangdong Reservoir of Kopili Hydro Electric project i.e in East Jaintia Hills district & West Jaintia Hills district, Meghalaya and DimaHasao district, Assam as specified by NESAC. The installation site for the data reception facility shall be at NESAC, Umiam, Meghalaya and NEEPCO office (either at Kopili Hydro Electric Project site or Guwahati). The materials shall be first transported to the Kopili Hydro Electric Project site, DimaHasao, Assam. Individual SLDs shall then be transported to the installation site on the day of installation.
- 5.3 The percentage of GST must be quoted in clear terms separately. If the percentage of GST is not mentioned separately, it will be presumed that the rates quoted are inclusive of taxes.

6. Payment terms

- 6.1 NESAC will make the **full payment within 30 days** from the date of installation and acceptance of the instruments by NESAC.
- 6.2 NESAC, being a Dept. of Space, Govt. of India centre, enjoys exemption of excise duty for importing foreign country made items. The vendor shall therefore clearly mention the items to be imported, if any.
- 6.3 The payment terms for the imported items, if different from NESAC standard payment terms (as mentioned in para 6.1 above), shall be clearly mentioned.
- 6.4 Any changes in payment terms shall be applicable only to those items that are imported and for which excise duty is applicable. NESAC standard payment terms (as mentioned in para 6.1 above) shall be applicable to all items that are not directly imported.
- 6.5 A performance bank guarantee of 10% of the total cost of the system shall be provided by the vendor. The bank guarantee shall be valid for a period of three months more than the entire warranty period of the system (39 months altogether).

7. Delivery terms

- 7.1 Delivery shall be done within maximum 10 weeks from the date of issue of purchase order.
- 7.2 All the items shall be packed nicely as per the industry standard packing procedure.
- 7.3 Safety and insurance of the material during shipment and/or transportation shall be the responsibility of the vendor.
- 7.4 The vendor shall install and operationalise the instruments at the places as mentioned in para 5.2 above within 15 weeks from the issue of purchase order.

INSTRUCTIONS TO TENDERERS

1. EMD at the rate of ₹94,000/- shall be submitted in form of Demand Draft from any of the Nationalized/Scheduled banks in favour of Director, NESAC payable at SBI Umiam (Branch Code 2010), failing which the Tender will not be considered.
2. Late tenders and delayed tenders will not be considered.
3. a) All taxes/duties/levies whether by Central/State/Local government where legally leviable and intended to be claimed should be distinctly shown separately (in percentage and words) in the tender, otherwise price quoted will be treated as inclusive of all taxes.

While quoting the tender, the tenderer should take into account all the extant statutory deductions under Central/State/Local statutes where legally leviable and show it separately (in percentage and words) and if not separately shown it will be treated as inclusive of all statutory deductions applicable as per the extant statutes.

b) Our's being a Department of Government of India, we are exempted from payment of Excise Duty/Customs Duty.

4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Accounts Officer, I/C Purchase & Stores to avoid any payment of such levies.
 - a) Your quotation should be valid for 180 days from the date of opening of the tender.
 - b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
5. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
 - a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
 - b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non- acceptance of tender, the tenderer will have to remove the samples at his own expense.
 - c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
 - d) **Specifications:** Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
6. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
7. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
8. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
9. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean Director, NESAC.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE/WARRANTY & REPLACEMENT:

- (a) The Contractor shall guarantee/warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of 36 months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 38 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 36 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 38 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfill guarantee/warranty conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

- (g) All the replacement stores shall also be guaranteed/warranted for a period of 36 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 36 months guarantee/warranty applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 36 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee/warranty period plus two months.

5. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DISPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the despatch documents.

8. ACCEPTANCE OF STORES:

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either:
 - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

- (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
- (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

15. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.

17. ARBITRATION:

Any disputes that arise during the execution of contract will be mutually discussed and settled between NESAC Contract-In-Charge/Focal Person and Service Provider. Any dispute that remains unresolved thereafter will be referred to a one-man Arbitrator, appointed by Director, NESAC, Umiam, Meghalaya in accordance with Arbitration & Conciliation Act 1996 as amended from time to time, whose decision shall be final and binding on both the parties.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

20. BENEFITS EXTENDED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE (MSME), GOVERNMENT OF INDIA

In order to avail of the benefits extended by Government of India to the Micro, Small and medium Enterprises, bidder should submit self attested copy of valid certificate of registration for specific services asked in the tender by any authority so authorized by Ministry of Micro, small and Medium Enterprise (MSME), Government of India to issue such certificate. Bidder will be required to produce original certificate when called for to do so by NESAC.

SUBMISSION OF TENDER

The bid is required to be submitted in **two parts**. One part is the **Technical Bid** and the other part is the **Price Bid**.

The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Technical bid and the other shall contain the Price bid. The bidder shall seal the Technical Bid and the Price Bid in two separate envelopes. Both the envelopes shall then be sealed in one outer (main) envelope along with EMD and Tender Fee and superscribed **Tender No. NESAC/1216/2020 for 'Discharge Monitoring System for KHEP Hydro-met Monitoring Project'**. The main envelope must be sent to **The Sr. Administrative Officer, I/C Purchase & Stores, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya.**

**उत्तर/पूर्वी अंतरिक्ष उपयोग केंद्र-North Eastern Space Applications Centre
उमियम/Umiyam-793103, मेघालय/Meghalaya**

निविदा सं./Tender No. : NESAC/1216/2020
संदर्भ सं./Ref No. :
दिनांक /Date :

PRICE BID

प्रपत्र/From
.....
.....

सेवा मे/To,
वरिष्ठ प्रशासनिक अधिकारी/Sr. Admin Officer
I/C Purchase & Stores Division
एनई-सैक/NESAC, उमियाम/Umiyam

श्रीमान/Dear Sir,

I/We hereby offer to supply the stores detailed herewith/below at the price hereunder quoted and agree to hold this offer open tillI/We shall be bound to supply the stores hereby offered on the issue of the Purchase Order communicating the acceptance thereof on or before the expiry of the last mentioned date. You have the liberty to accept any one or more of the items of stores tendered for any portion of any one or more of items of such stores. I/We notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to supply to you such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance.

क्र. सं. Sl. No.	विवरण/Description	मात्रा Qty.	Unit price (₹)	Tax/GST		Total Amount (₹)
				%	Amount (₹)	
1	Implementation of telemetric River Discharge Monitoring System (Side looking doppler - SLD) with dual (simultaneous via INSAT and GSM/GPRS network) data transmission facility in two locations upstream of Khangdong Reservoir of Kopili Hydro Electric Project {Excluding Civil Work and including Hydrography, Installation, Telemetry establishment (GSM and Satellite) and three yearspost installation onsite support	2 Nos				
कुल/Total						
छूट/Discount						
कुल/Total after Discount						
Taxes & other duties (Specify the percentage %)					%	
कुल/Total (Rupees)						

Note: All the rates should be given both in figures and words

वितरण का स्थान/Place of delivery:	The SLDs shall be first transported to the Kopili Hydro Electric Project site, DimaHasao, Assam. Individual SLDs shall then be transported to the installation site on the day of installation.
-----------------------------------	---

I/We have understood the terms and conditions of the contract and the instructions of tenderers annexed to the invitation to tender and have thoroughly examined the specification/drawing and/or pattern quoted or preferred to herein and/or fully aware of the nature of stores required and my/or offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions contained in the purchase orders communicating the acceptance of this tender either in whole or in part.

Date:

निविदाकार के मुहर व हस्ताक्षर
Seal and Signature of the Tenderer