

**TENDER DOCUMENT FOR
PROCUREMENT AND INSTALLATION OF RADAR BASED NON CONTACTING
DISCHARGE MEASUREMENT SENSOR WITH DUAL TELEMETRY (SATELLITE
& GSM/GPRS) ON BICHOM AND DIGEN RIVER LOCATED IN KAMENG
HEP CATCHMENT, ARUNACHAL PRADESH**

अप्रैल /April 2022

**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 ठेकेदारो आदि,फर्मो,सेवा प्रदाताओ प्रतिष्ठित,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/1385/2022	Procurement and installation of radar based non contacting discharge measurement sensor with dual telemetry (Satellite & GSM/GPRS) on Bichom and Digen River located in Kameng HEP Catchment, Arunachal Pradesh	₹94000/-	₹500/-

निविदा दस्तावेजो के विक्रय का दिनांक/ Dates for selling of tender documents : 07.04.2022 to 04.05.2022

निविदा दस्तावेजो को जमा करने की अन्तिम तिथि व समय/Last date & Time for submission of tender documents : 04.05.2022 upto 1330 Hrs.

निविदा खोलने की तिथि, समय व स्थान/ Date, Time & Venue of Bid Opening : 04.05.2022 at 1500 Hrs at एनईसैक, उमियम/ NESAC, Umiyam

Instructions to Tenderers:

- For full details and terms and conditions etc., please see the enclosed Annexures
- Tender documents can be obtained from the Purchase Officer, NESAC, Umiyam.
- 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 Purchase Officer as indicated above.
- 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.
- While requesting for Tender Documents, please superscribe on the cover as "Request for Tender document against Tender Notice No. **NESAC/1384/2022**
- Tender Document received after the due date/time will not be considered.
- While sending sealed quotation/offer superscribed respective Tender Number and Due Date on the envelope.
- NESAC, UMIAM is not responsible for any postal delays/loss of documents in transit.
- 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.
- Director, NESAC reserves the right to accept or reject any/or all the quotations/Expression of Interest in part or full.
- Tenderers or their Authorized Representative may attend to witness the Tender opening, only on production of **Covid Vaccination Certificate & Authorization Letter**. Due to Security reason, only one Representative from each Tenderer will be allowed for the above purpose.
- 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: 06.04.2022

Sd/-
निदेशक, एनईसैक / Director NESAC

GENERAL TECHNICAL SPECIFICATIONS FOR

Procurement and installation of radar based non contacting discharge measurement sensor with dual telemetry (Satellite & GSM/GPRS) on *Bichom* and *Digen* river located in Kameng HEP Catchment, Arunachal Pradesh with pre installation site visit (if necessary), post installation Training & 1 year post installation warranty.

Place of supply : Kameng HEP Project, Arunachal Pradesh

Scope of work:

The scope of work shall be comprehensive functional system complete in every respect including but not be limited to following:

Scope of work shall include Field Instruments/ power supply arrangements, mounting arrangements, mapping of river cross-section area, data logger, various types of cables, modem and enclosures etc.

The following items shall be supplied:

1. Non-Contact Radar type level sensor for 35 Meter.
2. Non-Contact Radar type velocity sensor with 15 m/s.
3. Mounting Pole/bracket and structure accessories complete etc.
4. Data-logger with at least 5Analog Input, 2 Digital Input, 1 Digital Output, SDI input, RS485 input
5. Satellite modem for data transmission.
6. Solar Panel, Charge controller, Battery for backup (7 days at least) including power supply arrangements complete
7. Enclosures for Data-logger, Satellite modem, Battery, Power Supply
8. Various types of cables e.g. power, communication etc.

Other important functional requirements are:

1. The complete system should be supplied with Velocity-Index Discharge Rating software package.
2. Display of Velocity, Level & Discharge shall be made available at data-logger
3. Velocity sensor should be capable of continuous non-contact surface velocity measurements during low, normal or high flows and should also be capable of automatically detecting flow direction, Eliminate/reduce effects of wind, precipitation, vibration, or waves by setting site specific filters.
4. Since the system is to be installed at remote location, the instrument should be as much less power consuming as possible.
5. Operation and maintenance manual shall be provided by the vendor.
6. Proper training which includes operation and maintenance procedures to be conducted at the measuring sites for the concerned officials of NESAC and NEEPCO.

Specifications for Radar Water Level Sensor:

Built Characteristics and Capabilities:

1. Sensor will have high Performance for measurements to be unaffected by air temperature and humidity.
2. The sensor should have flat antenna design eliminates nesting areas for insects and periodic maintenance requirement
3. The sensor should be light weight compact design facilitates easy mounting on bridges, extension mounting bracket or inside a small protective housing
4. The sensor should have low profile design for unobtrusive appearance for urban installation sites avoid vandalism
5. The sensor should have low power consumption for remote or solar powered sites requiring only 12 mA when active

Technical Specifications:

Water level measurements

1. Measuring range - distance to water surface 0.4 ... 35 m Resolution
2. SDI-12 output 0.001 m
3. Accuracy (SDI-12) 0.4 ... 2.0 m: ± 10 mm; 2.0 ... 30 m: ± 3 mm; 30 ... 35 m: ± 10 mm
4. Ave temperature coefficient (-20... +40 °C) 0.01 % full scale/10 K
5. Average temperature coefficient 10 ppm full scale/°C (at 20 °C)
6. Measuring time 20 s
7. Beam angle of antenna (width of beam) 12 °
8. Electrical data Power supply 5.4 ... 28 V DC, typ. 12/24 V DC
9. Power consumption in active mode (at 12 V) < 15 mA
10. Power consumption in rest mode (at 12 V) < 0.05 mA
11. Interfaces 4 ... 20 mA, SDI-12, RS-485 (SDI-12 Protocol)
12. Housing ASA (UV-stabilized ABS)
13. Radom (front plate) TFM PTFE
14. Mounting bracket 1.4301 (V2A)
15. Lateral axis ± 90 °
16. Longitudinal axis ± 15 °
17. Weight (incl. mounting bracket) approx. 2.1 kg
18. Operating temperature: -40 ... +60 °C
19. Storage temperature: -40 ... +85 °C
20. Relative humidity: 0 ... 100 %
21. Type of protection With horizontal mounting IP67 (submersion depth max. 1 m; submersion duration max. 48 h)
22. EMV for low power radio devices ETSI EN 301 489-3
23. Low-voltage device safety EN 60950-1

Specifications for surface velocity RADAR

Built Characteristics and capabilities

- 1) The sensor should be perform continuous non-contact surface velocity measurements during low, normal or high flows
- 2) The sensor should identify data influenced by sensor movement (e.g., wind, traffic) using meta data from integrated vibration and tilt sensors
- 3) The sensor should automatically detect flow direction
- 4) The sensor should eliminate/reduce effects of wind, precipitation, vibration, or waves by setting site specific filters
- 5) The sensor should be installed above the water surface
- 6) The sensor should have flexible sensor mounting for quick installation on horizontal or vertical structures
- 7) The sensor should be of compact size and flexible mounting options for easy installation
- 8) The sensor should be virtually maintenance free
- 9) The sensor should operate on low power, ideal for powering with solar power
- 10) Sensors should be capable of providing accurate data unaffected by floating debris or suspended sediment.
- 11) The instruments should have internal vibration sensor for qualitative information whether the sensor is vibrating or not.

Technical Specifications

- | | | |
|-------------------------------------|---|--|
| 1) Measurement device | : | Contactless velocity measurement |
| 2) Measurement Range | : | 0.08 ... 15 m/s (0.26 ... 49 ft./s) |
| 3) Resolution | : | 0,1 mm/s , (0.0001 ft) |
| 4) Accuracy | : | ± 2% of measured value |
| 5) Radar opening angle | : | 24° Elevation, 12° Azimuth |
| 6) Detection distance | : | 1 ... 50 m (3.3 ... 164 ft.) |
| 7) Distance to water | : | 0.5 ... 25 m (1.64 ... 82 ft.) |
| 8) Radar frequency | : | 24 GHz (K-band) |
| 9) Serial Interfaces | : | SDI-12, RS-232, RS-485 |
| 10) Protocols | : | SDI-12, MODBUS |
| 11) Power supply | : | 9 ... 27 VDC |
| 12) Power at active | : | typ. < 112 mA at 12 VDC |
| 13) Power at Maximum Current | : | < 250 mA |
| 14) (LxWxH) | : | 134,5 x 114,5 x 80 mm (5.3 x 4.5 x 3.2 in)
(without mounting bracket) |
| 15) Material Housing | : | ASA & Aluminium |
| 16) Radom | : | TFM PTFE |
| 17) Rotation range of swivel mount | : | Lateral axis: ±90 °, Longitudinal axis: ±15 ° |
| 18) Cable length | : | 10 m (32.8 ft) |
| 19) Weight with mounting bracket | : | 820 g (1.81 lbs.) |
| 20) Weight without mounting bracket | : | 1530 g (3.37 lbs.) |
| 21) Temperature, in operation | : | -40° ... +85°C (-40° ... +185° F) |
| 22) Housing | : | IP 68 |

Specifications for data logger & INSAT satellite transmitter

Data logger should have a logger and transmitter to provide a cost-effective way to measure, log, calculate and transmit data from remote locations from all over India. It should monitor 32 independent measurements of most hydrological, meteorological, environmental or related sensors. Smart Data logger should have built-in support for INSAT satellite. Smart Data logger should be able to transmit data simultaneously by inbuilt Satellite Transmitter and internal/external GSM/GPRS modem.

Data logger should have following features:

1. Measurements of 32 sensor parameter with independent measurement schedule
2. It should have Built-in WiFi to simplify the set up using smart phone/tablet/PC or connect directly to a PC USB port
3. Expanded SDI capacity with 2 independent SDI-12 inputs
4. Optional cell/iridium modems for redundant 2-way communications
5. Log of 1,000,000 readings, expandable to 1,000,000,000 readings (32 GB) via internal SDHC card
6. GUI program that runs on Android, iPhone, PC or MAC devices
7. It should have Support for INSAT
8. It should have Built-in SDI-12 Analog, Digital & RS485 measurement circuitry with lightning protection • It should have Switched Power Output w/overload protection and other Digital Outputs for pulse or on/off control of attached devices
9. It should have Log Capacity: 1,000,000 readings (32MB), flash memory
10. It should have Equation processing & multiple level averaging
11. It should have GUI interface for intuitive programming (Android, iPhone, PC, MAC)
12. Support for Python scripting
13. Expanded Operating Temperature Range (-40° C to +70° C)
14. Option to interface display for configuration setup and data browsing.

Technical specifications:

A) GENERAL BUILT SPECIFICATION

Size	:	6.06 in. x 9.24 in. x 2 in.
Weight	:	3.1 lbs (1.42kg)
IP rating	:	IP63
Operating Temperature	:	-40° C to +70° C

B) POWER REQUIREMENTS

Voltage : 9-20 VDC
Quiescent : < 2 mA typ @12.5 VDC

C) SDI-12

Independent channels : 2
Compliance : V1.3 logger
Power : 500mA max

D) ANALOG – SINGLE ENDED

Number of inputs : 2
Range* : 0-5V
Accuracy : @ 25°C 0.004% typ
Resolution : 0.298 Mv

E) ANALOG – DIFFERENTIAL

Number of Inputs : 3
Range : ± 39mV, ± 312mV, ± 2.5V
Accuracy : @ 25°C 0.004% typ
Resolution : 0.298 µV @ ± 2.5V scale

F) ANALOG – 4-20ma

Number of inputs : 1
Range : 0-22mA
Accuracy : @ 25°C 0.02%
Load : Internal 200Ω

G) DIGITAL – Inputs/Outputs

Number of inputs : 2, 0-15 V, optional low level input
Input type : Status, counter, frequency
Max input frequency : 10 KHz, optional debouncing, internal pull
Number of outputs : 2
Output types : On/off/pulse Open collector w/100 ohm limiting resistor 100mA, 15V max

H) OTHER I/Os & CONNECTIONS

Precision analog reference : 2.5V 10.0 mA
Switch 12V : 1.0 A (2 available)
Protected 12V : 1.0 A

I) RS485

GPS INPUT : SMA-F
RS232 : DB9
USB (OTG) : USB MICRO AB
USB Host : Type A
MicroSD : Internal, Expandable Up to 32 GB or more

J) RF POWER OUTPUT

RF output power : 1.25-14 Watts depending on settings

ELIGIBILITY OF THE BIDDERS

Sl. No.	Eligibility of the Bidders
1.	This invitation for bids is open to all reputed original equipment manufacturers (OEM) or OEM authorized dealers to quote on their behalf for this tender.
2.	The Bidder should be an organization engaged in the related field of work. A minimum of 5 years of experience is mandatory.
3	The copies of valid registration/incorporation certificate of the firm(s) along with the copies of relevant documents.
4	The bidder must have an average annual turnover of ₹20 lakhs in the previous 3 years ending March 2022. Copy/Copies of document(s) are to be submitted in support of bidder's annual turnover.
5	The Bidder should not have been blacklisted in any Government/ Government undertaking/Public sector companies. A self-declaration letter by the Bidder, on the company's letterhead should be submitted along with technical bid.
6	If the bidder is a dealer / distributor of the principal company / OEM, Bidder should submit Valid Authorization Certificate from OEM. The authorization certificate and propriety certificates must be attached with the offer.
7	The bidder should participate as a single party and no consortium is allowed.
8	Bidder should submit Purchase orders and /user List as a proof of the dealing with other Government organizations/Institutions. The date of the supply order should be within last three years from the date of publishing the BID.
9	<p>MAKE IN INDIA (MII) CONDITIONS:</p> <p>For this procurement, bids from Class I & class II Local Suppliers are admissible. Hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P45021/2/2017 PP(BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:</p> <p>a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).</p>

<p>b) Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.</p> <p>c) Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.</p> <p>d) Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.</p> <p>e) Verification of local content:</p> <p>i) The Class I local supplier/ Class II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>iii) False declarations will be in breach of the code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general Financial Rules along with such other actions as may be permissible under Law.</p>

EVALUATION CRITERIA OF THE BIDS

The selection/rejection of the technical bid shall be based on the followings: -

- I) Bidder must fulfill all the **ELIGIBILITY CRITERIA** of the Technical Bid
- II) Bidder must comply the **INSTRUCTIONS TO TENDERERS and TERMS & CONDITIONS OF TENDER**
- III) The quoted product of the Bidder must comply the **TECHNICAL SPECIFICATIONS as per ANNEXURE-I**
- IV) All Documentary evidences, BoM, OEM Datasheets (URL for details on quoted product), OEM Certificate including undertaking asked in the tender are mandatory, and failing which the technical Bid shall be rejected without further notification.

(NO DOCUMENTS RELATED TO TECHNICAL BID SHALL BE ALLOWED TO SUBMIT AFTER ONCE BIDDING IS CLOSED)

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, Barapani), failing which the Tender will not be considered.**
2. **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 Space, Government of India, we are eligible for concession/exemption from payment of Customs Duty/GST.
3. 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) 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.
4. Preference will be given to those tenders offering supplies from ready stocks and on the basis of F.O.R 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.

5. 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.
6. 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.
7. 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.
8. The authority of the person signing the tender, if called for, should be produced.
9. The Bid along with prices and others Terms & Conditions shall be valid for a minimum period of 180 days from last date of submission of the tender.
10. Late/Delayed tenders will not be considered.

11. 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/1384/2022 for **'Procurement and installation of radar based non contacting discharge measurement sensor with dual telemetry (Satellite & GSM/GPRS) on Bichom and Digen River located in Kameng HEP Catchment, Arunachal Pradesh'**. The main envelope must be sent to The Purchase Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya.

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 three 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 12 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 14 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 14 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 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 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 14 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. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. BIDDER TURN OVER CRITERIA

The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion.

21. EXPERIENCE CRITERIA

In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

22. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY

Price Bid

(To be Included in Price Bid Envelope)

Date:

To:

The Purchase Officer
North Eastern Space Applications Centre
Government of India, Department of Space
Umiam – 793103, Meghalaya

Ref.: NIT No.NESAC/1384/2022

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid. We undertake, if our Bid is accepted, to deliver, install and commission the solution in accordance with the delivery schedule specified in the schedule of requirements. If our Bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10 percent of the contract price for the due performance of the contract, in the form prescribed by the bank. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the NESAC up to the period prescribed in the Bid, which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this Day of2022

Signature
(In the Capacity of)

Name:

Duly authorized to sign the Bid for and on behalf of

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

GEM Report ID: GEM/GARPTS/30032022/MPFNWD9PD28L

संदर्भ सं./Ref No. :
दिनांक /Date :

PRICE BID

प्रपत्र/From
.....
.....

सेवा मे/To,
क्रय अधिकारी /Purchase Officer
एनई-सैक/NESAC, उमियाम/Uiam

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 not withstanding 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.

क्रं. सं. Sl. No.	विवरण/Description	मात्रा Qty.	Unit price (₹)	Tax/GST		Total Amount (₹)
				%	Amount (₹)	
1	Non-Contact Radar type level sensor for 35 Meter.	2				
2	Non-Contact Radar type velocity sensor with 15 m/s.	2				
3	Mounting Pole/bracket and structure accessories complete etc.	For 2 locations				
4	Data-logger with at least 5 Analog Input, 2 Digital Input, 1 Digital Output, SDI input, RS485 input	2				
5	Satellite modem for data transmission	2				
6	Solar Panel, Charge controller, Battery for backup (7 days at least) including power supply arrangements complete	For 2 locations				
7	Enclosures for Data-logger, Satellite modem, Battery, Power Supply	For 2 locations				
8	Various types of cables e.g. power, communication etc	For 2 locations				

कुल/Total		
छूट/Discount		
कुल/Total after Discount		
Taxes & other duties (Specify the percentage %)		%
कुल/Total (Rupees)		

Note:

1. All the rates should be given both in figures and words

वितरण का स्थान/Place of delivery and Installation:	Kameng HEP Project, Arunachal Pradesh
Date by which the ordered item/s will be supplied	90 days from issue of PO

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