



**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NON-CONTACT
TYPE RADAR WATER LEVEL SENSOR WITH DATA LOGGER AND ALLIED
ACCESSORIES INCLUDING FABRICATION/CONSTRUCTION OF THE STEEL
TOWER AND ITS FOUNDATION**

Tender Document

**Head Office,
Chief Engineer,**

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GOVERNMENT OF JAMMU & KASHMIR
OFFICE OF THE EXECUTIVE ENGINEER,
IRRIGATION AND FLOOD CONTROL DIVISION SRINAGAR KASHMIR

E – NIT No 23 of 2015-16

SUBJECT WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NON-CONTACT TYPE RADAR WATER LEVEL SENSOR WITH DATA LOGGER AND ALLIED ACCESSORIES INCLUDING FABRICATION/CONSTRUCTION OF THE STEEL TOWER AND ITS FOUNDATION

For and on behalf of Governor of J&K State Executive Engineer, Irrigation and Flood Control Division, Srinagar, invites tenders by e-tendering mode from established and accredited companies/suppliers/firms for supply, installation, testing and commissioning of non-contact type radar water level sensor with data logger and allied accessories including fabrication/construction of the steel tower and its foundation

The bidding process shall be completed online in two covers viz
Cover 1st –Tender fee and Earnest Money details, fulfillment of prequalification criteria, technical specifications and acceptance to terms and conditions of the tender.

Cover 2nd - Financial Bid in the prescribed BOQ.

The bidding documents consisting of qualifying information, eligibility criteria, bill of quantities [B.O.Q.] set of terms and conditions of contract and other details can be seen/downloaded from the website www.jktenders.gov.in as per schedule of dates given hereunder:

Position of Funds:

Demanded

Major hear of Accounts:

4711-Flood Sector

1.	Bid Document Downloading Start Date	08-12-2015 16.00 PM
2.	Bid submission start Date	09-12-2015 at 9 A.M
3.	Venue	Executive Engineer Irrigation and FC Division Srinagar
4.	Last Date & Time for Uploading (Submission) of Bids	22-12-2015 at 16 P.M
5.	Bid Validity Period	180 days
6.	Deadline for submission of hard copies.	23-12-2015 at 16 P.M
7.	Date of opening of 1st cover	26-12-2015 at 11 A.M
8.	Bid Document Fee (Non Refundable)	5000
9.	EMD (INR)	103400

1. Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in> from the date of document download.
2. The Bids shall be uploaded on the website <http://jktenders.gov.in> from the date of bid submission date to bid closing date.
3. The original copy of EMD, DD, and other documents as specified in tender document must reach the office of the Executive Engineer irrigation and Flood Control Division Srinagar through registered / speed post /by hand prior to one day of opening of the 1st cover of the tender up to 1400 Hrs. The Department will not be responsible for any delay in delivery of the documents.
4. The complete bidding process will be online through <http://jktenders.gov.in>.
5. The Cover-I shall be opened online in the office of Superintending Engineer Hydraulic Circle Srinagar.
6. The Financial bids of the bidders shall be opened online in the office of the Superintending Engineer Hydraulic Circle Srinagar date of which shall be communicated separately.
7. Bids must be accompanied by bid security and cost of Tender Document as specified in the NIT, payable at Srinagar. Bid security will have to be in the form of CDR/FDR of any scheduled bank and shall have to be valid for two year or more after last date of receipt of Bid to be pledged in favour of Executive Engineer irrigation and Flood Control Division Srinagar. The cost of downloaded tender documents should be in form of postal order, Demand draft payable at Srinagar or Cash through G.R. in favour of the Executive Engineer, I&FC Division Srinagar.
8. The bid for the said work shall remain open for acceptance for a period of 120 days from the date of opening of bids. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
9. Other details can be seen in the bidding documents from the website <http://jktenders.gov.in>.
10. **Instruction to bidders regarding e-tendering process**
 - a. The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>
To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendor. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
 - b. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
 - c. Bids will be opened online as per time schedule.

- d. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
- e. The department will not be responsible for delay in online submission of bids whatsoever reasons may be
- f. All the required information for bid must be filled and submitted online.
- g. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Speed/Registered post/courier as per time schedule specified.
- h. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
- i. Bidders are advised to use **“My Documents”** area in their user on jktenders.gov.in, e-tendering portal to store important documents like Experience certificate, Balance sheet, VAT Certificate, sales Tax Clearance Certificate and other related documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
- j. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the net item rate inclusive of all taxes and it should be saved with the same as it contains.
- k. **Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, JPEG Scan properly**, convert scanned images to PDF
- l. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>

No. I&FCD/SGR/CC/5657-71

Dated:08/12/2015

S/d
Executive Engineer
Irrigation & Flood Control Division
Srinagar

Copy to the:-

1. Divisional commissioner Kashmir for information
2. Secretary to Govt department of PHE/ I&FC for information
3. Chief Engineer Irrigation and Flood Control Department, Srinagar for information.
4. Superintending Engineer Hydraulic Circle/Ganderbal/Srinagar for information.
5. Director Information Department, Srinagar for information. He is requested to get the NIT published in two leading local daily before its due date
6. Assistant Executive Engineer P&D (Data Collection)Sub Division, Srinagar for information.
- 7-9. H.D/ H.A /A.A.O/ Divisional office for information.
10. Notice Board.

INSTRUCTIONS FOR BIDDERS

Tenders to be submitted under two cover system

A) **COVER 1st (Technical Cover)**

1. self attested Scanned copies of below mentioned documents shall be uploaded and hard copies of the same be submitted through courier/registered/speed post/by hand, in the office Superintending Engineer Hydraulic Circle Srinagar, well before the scheduled date and time as mentioned on Page No.1 of this tender document. Hard copies of the bids received after the expiry of scheduled submission date and time will not be entertained.

Contact Person: **Er. Younis Hamid Kirmani (youniskirmani@gmail.com)**

- i. Earnest Money Deposit in the shape of CDR/FDR.
 - ii. Demand Draft towards the cost of tender document.
 - iii. Documentary evidence that the tenderer is the authorized registered company/firm/supplier of the item in absence of which the tender shall not be entertained.
 - iv. Acceptance to Scope of work, technical specifications, general terms and conditions of NIT (The scanned copy of completed tender as per requirement of cover 1st accompanied with scanned copies of technical specification as well as terms and conditions of the tender, duly accepted & signed with seal on each page, must be sent by registered post or delivered personally in the office of the Executive Engineer irrigation and Flood Control Division Srinagar against receipt)
 - v. Latest "Sales Tax/VAT Clearance Certificate" from the Sales Tax Authority of the State of J & K or any other State as applicable.
 - vi. Service facility with details inside the State of J&K and other States to provide technical / operational guidance and other after sales services.
 - vii. An undertaking for providing service / maintenance during the warranty period effective from the date of delivery and training / commissioning of the equipment as well as for taking annual maintenance contract (AMC) after the warranty period for three years.
 - viii. Documents in support of supplies of NON-CONTACT TYPE RADAR WATER LEVEL SENSOR made during last five years to different Government and Public Sector undertaking. Copies of supply orders for similar equipment be enclosed accordingly.
 - ix. Complete Technical information and specifications of the manufacturer for the item.
 - x. Copy of TIN Registration.
- Without aforementioned documents tender shall be out rightly rejected and cover 2nd shall not be opened for the firm who fail to upload or give hard copy of the same.

B) **COVER 2nd: (Financial Cover)** It shall contain the following:

Rates quoted by the bidders in the **BOQ (Bill of Quantities)** should be for complete job viz. supply, installation, testing and commissioning of non-contact type radar water level sensor with data logger and allied accessories including fabrication /construction of the steel tower and its foundation

“The quoted rate shall be for destination mentioned in the tender document inclusive of all taxes, duties, levies, charges, transportation cost and transit insurance cost. Commissioning /demonstration of equipment and training to the nominated staff at consignee’s works. Rates should be firm and final and no escalation of cost shall be permissible in any case. Rates with conditionality or provision of escalation will be rejected”. **The rates should be quoted in Indian currency only**

**Government Of Jammu & Kashmir
Office of the Executive Engineer,
Irrigation and Flood Control Division, Srinagar**

ANNEXURE 'I'

TECHNICAL SPECIFICATIONS FOR

Supply, installation, testing and commissioning of non-contact type radar water level sensor with data logger and allied accessories including fabrication/construction of the steel tower and its foundation

The instrument should be of following specifications.

a) Radar Water Level Sensor:-

- 1) It should be non-contact type having flat antenna with maximum measurement range of 20 m and measurement accuracy of 3 mm or better having real time data acquisition facility.
- 2) It should have multi-echo tracking with 8° beam angle and having SDI-12 & 4-20 mA output with baud rate 1200 or higher.
- 3) It should be installed in such an enclosure which will not allow dust/rain/snow to effect its working and should be able to work in harsh weather conditions with temperature variation from -15°C to 45° C .
- 4) The measurement time should not be more than 20 seconds and should have sampling rate of 16 samples/second.

b) DATA LOGGER

- 1) It should have interfacing/communication facility with sensor on SDI-12 port.
- 2) It should have data storage capacity/memory of 128 MB minimum expandable to 2 GB.
- 3) It should have data download retrieving through direct cable connection and WIFI communication.
- 4) It should have provision for built in LCD display for monitor and set up.
- 5) Communication should be made by GSM/GPRS modem which should be integral part of data logger & should have two communication ports.
- 6) It should have solar panel 30W, solar charge controller and 12 V battery.
The system should be able to work in high altitudes and harsh weather

conditions and should have the capacity to work even after 10 non-sunny days.

- 7) It should be able to work in a temperature range of temperature-15° C to 45°C
- 8) It should have weather proof enclosure which will perfectly prevent the equipment from dust, water or snow
- 9) It should have possibility of augmenting other hydrological sensors such as acoustic doppler for velocity/discharge.
- 10) It should have possibility of augmenting modem for V-sat connectivity. It should have facility of FTP & Mod bus.
- 11) It should have a minimum 5 analog channels and 4 digital channels having resolution of 18 bit minimum.
- 12) It should have separate monitor for displaying the Gauge recorded and shall have to be installed in a Gauge hut/Guard room, the maximum distance between the gauge hut and the data logger will be 50 to 70mtrs.

c) Steel tower:-

Steel tower and its foundation is to be fabricated/constructed as per the structural tender drawings (attached herewith) for installation of sensor, solar panel and accessories on it. The successful tenderer has to cater for fitments of assemblies for sensor, data logger, solar panel and other accessories.

Annexure II

TERMS AND CONDITIONS OF NOTICE INVITING TENDER

1. Consignee/Paying Authority:

Executive Engineer, Irrigation and Flood Control Division, Srinagar

2. The offer should be valid for a period of 180 days from the date of opening of price bid. Such of the tenders which will not be valid for 180 days from the date of opening shall be rejected, even if the rates offered are lowest.
3. The tenderer (s) shall have to quote for complete job strictly in conformity with the terms and conditions of the tender notice.
4. Conditional tenders shall be rejected even if the rates offered are found to be lowest. Tenders with the conditions such as 'Subject to Market Fluctuations' will also be rejected.
5. The tender documents are non-transferable.

6. Inter-dependent Tender:

Tender(s) which are dependent upon the quotations of other shall not be entertained.

7. Expenses for Tendering:

The tenderer(s) shall not be entitled to any claim towards expenses incurred on incidental at the time of submission of the tenders or subsequent evaluation/clarifications thereof.

8. Earnest Money:

The tender(s) shall be accompanied with earnest money for the work in the form of CDR/FDR pledged to Executive Engineer Irrigation and Flood Control Division, Srinagar

Tenderers should carefully note that:-

- i. Tenders not accompanied with requisite amount of earnest money shall not be entertained even if the rates offered are found to be lowest.
- ii. No exemption or concession towards furnishing of earnest money will be given to the tenderers registered with DGS&D/NSIC Small Scale Units except the Small Scale Units registered with Director, Industries and Commerce Department J&K in which case guidelines framed by Industries Department shall apply.
- iii. The tenderers should note that the tender should be accompanied with fresh CDR/FDR towards the earnest money, reference or claim of the firm for consideration of CDRs/FDRs already lying in the Department, towards earnest money with this tender, will be out rightly rejected.

9. Earnest money shall be refundable to unsuccessful tender(s) only after finalization of the tender and shall be retained in case of successful tenderer(s) which shall be treated as security deposit to be refunded after the successful completion of the supply/works or warranty term as the case may be.

The earnest money of the tenderer(s) who back outs or withdraws his tender or fails to abide by its offer after the acceptance is conveyed or posted to the

addressee, shall be forfeited to the Government of J&K state besides other remedies available to it under any law being enforce in the State to recover the extra cost, if involved in getting the supply executed through some other agency, at defaulters risk and cost.

10. Opening of Tender:

Tenders shall be opened by the Superintending Engineer Hydraulic Circle Srinagar, in his office chambers on the due date or on any other subsequent date convenient to the Tender Opening Committee in presence of tenderer(s) who may wish to remain present at the time of opening of tenders.

11. The Executive Engineer Irrigation and FC Division Srinagar shall have the discretion to cancel the work at any time during its currency in case of default on the part of tenderer, work as may be warranted by the situation at the risk and cost of the tenderer.

13. The Executive Engineer Irrigation and FC Division Srinagar reserves the rights to accept or reject any or all tender(s) in part or full without assigning any reason thereof.

14. (deleted).....

15. Validity of Rates:-

The rates approved shall remain valid for contract term of one year from the date of issue of job order

16. Prices:

The tenderer(s) are required to quote the rates for complete job inclusive of all taxes, levies, charges etc after properly analyzing the specifications (Annexure B) and drawings attached as Annexure C.

The tenderers should not quote/mention any item as : “as applicable at the time of supply/execution of job” and are as such advised to quote exact rate inclusive of all type of taxes, duties and charges as applicable. It is as such in the interest of the tenderers to consult for the same from the concerned Departments of Govt. of India as well as J&K Sales Tax Department before quoting / tendering the rates.

17. In the event of any increase ordered by Govt. of India/J&K Govt. in any of the taxes/statutory levies during currency of the rate contract, such increase in rates shall have to be borne by the successful tenderer/supplier. However in case of any decrease in such taxes/levies if any ordered during the currency of the rate contract, such benefits shall have to be passed on to the Department.

18. Testing/Inspection:

The installed equipment at site shall be inspected by Assistant Executive Engineer, P&D Sub Division, Srinagar. or any other designated inspection authority nominated by The Executive Engineer Irrigation and FC Division, Srinagar after successful completion of job, If any item fails to satisfy requirement of technical specifications mentioned in the tender documents, the defective supply due to latent manufacturing defects / transit damages the item shall not be accepted and the tenderer at its own cost shall replace it at the point of delivery. The firm shall as such keep the department informed about arrival of material at site.

21. Completion period:

The work is to be completed in 60 days after issuance of allotment.

22. The tenderer should provide standard service manual and operational manual with cable connectivity diagram with the instrument.

23. Terms of Payment:

Service tax if any and any other taxes/ charges shall be deducted at source as applicable. In no case advance payment shall be made. 80% payment along with complete taxes shall be released after the completion of work as per conditions stipulated in the tender document along with required documents and necessary verification thereof by the concerned AEE. Balance 20% shall be kept in deposit and the same shall be released after necessary verification vis-à-vis satisfactory material check certificate, 90 days of successful running of the system from the date of handing over to Executive Engineer, Irrigation and FC Division, Srinagar.

24. Guarantee:

The EMD of the successful firm shall be retained as guarantee/ security deposit against the following:-

- a) Security for the fulfillment of the contract.
- b) Satisfactory performance equipment installed.

25. Penalty:

In the event of firm's failing, declining, neglecting or delaying the supplies/works or in the event of any damage occurring or being caused by the firm or in the event of any default or failure by the firm in complying with any of the terms and conditions of the contract, the Executive Engineer Irrigation and FC Division, Srinagar shall with or without prejudice to any other remedies available to it under any law for the time being enforce in the State:

- a) Terminate the contract after 30 days notice and/or
- b) Recover the amount of loss caused by damage, failure or default, as may be determined by the department. and/or
- c) Recover the extra cost, if any, involved in allotting contract to other party. and/or
- d) Impose of penalty in the form of liquidated damages on account of delay beyond the schedule delivery period subject to one fourth value of contract per fortnigh and not exceeding 10% value of the contract. and/or
- d) Impose a penalty not exceeding 10% (ten) on the value of contract as Executive Engineer Irrigation and FC Division Srinagar may deem fit and/or forfeit the earnest money / security deposit.

The Executive Engineer Irrigation and FC Division, Srinagar will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent collusive, coercive or obstructive practices in competing for the contract in question during the bidding process or in executing the contract.

26. Force Majeure:

Any failure or commission to carry out the provision of the contract shall not give rise to any claim by the department or approved supplier one against the other if such failure of commission arises from the 'ACT OF GOD' which shall include all natural calamities such as fires, floods, earthquake, hurricane,

strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, or a state of insurgency.

27. Arbitration:

If at any time, any question, dispute or difference whatsoever shall arise between the parties upon or in relation to or in connection with the contract, either of the parties may give the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred for award to two Arbitrators, one to be nominated by the Department and the other by the approved supplier. In case of such arbitrators not agreeing then award of an Umpire to be appointed by the Arbitrators in writing before proceedings with the reference and the decision of the Arbitrators or in the event of their not agreeing of the Umpire appointed by them shall be final and binding on the parties, such a notice of the existence of any question or dispute or difference in connection with the contract shall be served by either party within 45 days (forty five days) of difference failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred upon every or any such reference the cost of incidentals of the reference and award respectively shall be at the discretion of the arbitrator and in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between party and party shall direct by whom to whom and in what manner the same shall be formed and paid. The revision of the J&K Arbitration Act Samvat 2002 and of the rules there under the statutory modification whereof shall be deemed to apply to the arbitration, disputes, if any regarding reference to Courts shall be subject to the jurisdiction of the J&K Courts only.

28. Specifications of Material/job:

Tenderers must quote for exact specifications and scope as given in Annexure "I" and there shall be no deviation from the approved parameters.

While having submitted the tender by e-tendering method, it is understood that the tenderer is well versed with the conditions under which the equipment is to be used.

29. Clarifications:

In respect of any clarification of the conditions/technical provisions set forth in the tender documents the tenderer(s) shall address this office in person/writing/email as per the time schedule envisaged in the instructions to bidders.

- a) The prospective bidder /s or their designated representative, who have downloaded the bid document is invited to attend a pre-bid meeting which will take place as per date and venue given in e-tender notice.
- b) The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised by the due date.
- c) The bidder is requested, as far as possible, to submit queries (if any) by courier or by fax/e-mail to reach the Department well in time for scheduled pre-bid meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be hosted on website.
- d) Any modifications of the bidding documents that may become necessary as a result of the prebid meeting shall be made by department exclusively through the issue of an Amendment /Corrigendum / Addendum / Clarifications / etc. which shall be hosted on www.jktenders.gov.in or ifckashmir.com.

- e) Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- f) Any failure by Bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the scope of contract/agreement.
- g) Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of submission of bid. Thereafter bidders are requested to submit their bid in total compliance to Bidding Document without any deviation / stipulation / clarification /assumption.

30. Indemnity Bond:

The firm shall furnish an indemnity bond on non-judicial stamped paper for the total value of the order valid for 18 calendar months from the date of receipt of last consignment towards the following:-

- a) Satisfactory completion of the order.
- b) Satisfactory working/performance of the supply and

31. Agreement:

As soon as allotment 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 seven days from the date of issuance of allotment which has to be returned to this office duly filled up, signed and sealed (Pagewise) by the prop. or any other authorized officer of the firm witnessed by two persons and attested by the Notary. Three copies of the allotment duly signed by the Prop. Or any other authorized officer of the firm in token of acceptance of allotment should also accompany the agreement. Failure to execute such an agreement in time shall not however, prevent this contract from being enforced against the firm and the date of delivery of the material/completion of works shall be reckoned from the date of issue of the Allotment order in favour of successful firm.

The contract shall be deemed to have been entered into at Srinagar within ordinary civil jurisdiction of J&K Court only.

All other terms and conditions as laid down in form No.25 of P.W.D. shall remain in force and binding on successful tenderer.

32. Warranty:

All equipments/ accessories installed shall be warranted including service of maintenance for a period of minimum 03 years from the date of installation or as per the prescribed warranty period of Original Equipment Manufacturer whichever is longer.

Special Terms and Conditions

1. The successful tenderer has to supply, install, test, commission the radar water level sensor as per the specification(Annexure I) at specific sites viz. Sangam and Munhsibagh on River Jhelum, Batkoot on Lidder Tributary, Nihama on Vishaw Tributary and Nayina on Rambiara Tributary

2. The successful tenderer shall have to install the equipments and the allied accessories including GSM/GPRS modem as per the specifications mentioned in (Annexure I) and has to follow the instruction of the site Engineer. Moreover, the GSM/GPRS connectivity test has to be demonstrated by the successful tenderer. For any failure, the tenderers will have to bear the consequences.
3. The system should incorporate the latest technology and must consume the very low power and the system should be able to work at 12 volt DC.
4. The system should be rugged and scaled to avoid ingress of moisture as the system has to work under stringent weather conditions.
5. The complete details of the current setup of the data logger should be provided. The user manual should spell out the settings, separate copy of the setup program should be provided in a CD.
6. The working structural drawings and its foundation shall be released at the time of commencement of work.
7. The successful tenderer shall have to provide training to field staff for the operation and maintenance of the station. No extra charges shall be paid for the same.
8. Number of works may vary from 3 to 6 depending upon availability of funds and rates quoted.

Annexure C
Drawings