



NIT No. LD-II/15 of 2016-17 (e)

Dated: 21.02.2017

For and behalf of the Governor of the Jammu and Kashmir State, e-tenders on item rate basis are invited from registered/approved / Original Manufacturers or their authorized distributors / Dealers / Representative as per below mentioned terms and conditions:-

S.No	Particulars	Advertis ed cost (In Lacs)	Tender Fee (In Rs.)	Earnest Money (In Lacs.)	Class of Contract	Time of completion
1.	Supply, testing & commissioning of Survey grade professional global navigation satellite system (GNSS) as per specifications mentioned in the NIT and its Annexure "A"	20.00	1000	0.40	Original Manufacturers or their authorized distributors / Dealers / Representative.	30 days

Position of Funds: Demanded

The NIT consisting of qualifying information, eligibility criteria, specifications, bill of quantities (BOQ), set of terms and conditions of contract and other details can be viewed/downloaded/deposited from/on the website www.jktenders.gov.in as per the schedule given below:

01.	Date of Publication / downloading of tender Notice.	21.02.2017
02.	Start date of down loading of bidding documents.	24.02.2017
03.	Bid submission start date	07.03.2017 10:00AM
05.	Bid submission end date	14.03.2017 06:00 PM
06.	Deadline for receiving hard copies of scanned uploaded documents prescribed for cover "I" along with original Tender fee, Earnest money deposit and other required documents.	17.03.2017 up to 4:00 PM, in the Office of the Office of Vice Chairman, JKLWDA Miskeen Bagh Srinagar J & K, 190003.
07.	Date and time of opening of bids (Technical / cover "I") on line.	18.03.2017 at 11 AM in the Office of Vice Chairman, JKLWDA Miskeen Bagh Srinagar J & K
08.	Tender Inviting Authority.	Executive Engineer, Lake Division - II, J&K LDA, Srinagar



09.	Tender opening/receiving authority.	Vice Chairman, JKLWDA Miskeen Bagh Srinagar J & K
10.	Earnest Money (CDR/FDR) for an amount mentioned above pledged to	FA & CAO , J&K LDA Miskeen Bagh Srinagar J & K, and payable at Srinagar.
11.	Tender fee in the shape of DD for an amount mentioned above to be drawn in favour of :	FA & CAO , J&K LDA Miskeen Bagh Srinagar J & K, and payable at Srinagar.

A. Cover-I shall contain:

- i. Original Manufacturers or their authorized distributors / Dealers / Representative registration certificate
- ii. Earnest Money Deposit in the shape of CDR/FDR and Cost of Tender document in the shape of Demand Draft(Nonrefundable) from any Nationalized/Scheduled Bank pledged to the FA & CAO , J&K LDA Miskeen Bagh Srinagar J & K, and payable at Srinagar.
- iii. Latest Sales Tax Clearance Certificate from Commercial Sales Tax Department, PAN/TAN.
- iv. Bidder or their principles shall have experience with successful completion of supply of similar equipment in last three financial years anywhere in India or abroad in Govt./Semi Govt. or Public Sector undertakings. The Bidder shall submit the performance certificate from the end users.
- v. Scanned copies of duly accepted/signed NIT and its Annexure "A" duly filled
- vi. Broachers / complete specifications of the equipment quoted for.

Note:

1. Documents prescribed for cover "I" shall be uploaded in PDF format.
2. Price bid shall not be enclosed in Hard Copies and to be uploaded in electronic format only in cover-II)

B. Cover-II shall contain:

- i. The Price Bid (To be uploaded in electronic format only)

C. Instruction to bidders regarding e-tendering process.

The complete bidding process will be online.

- a) Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in.
- b) No financial bid will be accepted in physical form.
- c) Bidders must ensure to upload scanned copies of all necessary documents like CDR/FDR/ PAN/TIN/ Demand Draft/ Annexure "A" and all pre-qualifications. However self-attested copies of same along with original CDR / FDR and Bank Draft shall be submitted physically in the office of the 17.03.2017 up to 4:00 PM, in the Office of the Office of Vice Chairman, JKLWDA Miskeen Bagh Srinagar J & K 19003. as stipulated above along with the catalogues of machines.



- D. Any uploaded tender furnishing tampered/false information shall be rejected as and when it comes to the notice of the Authority even during the currency of the contract, besides the firm may also be penalized for such action.
- E. **Non-submission of hard copies of the documents (Demand Draft, CDR) will render for disqualification of the bidder from online tendering process** and only those bids will be opened which are supported with hard copies of documents.
- F. Conditional tenders shall not be entertained.
- G. **The department will not be responsible for delay in online submission due to any reasons.**
- H. **Bidders may contact office of the undersigned for any guidance for e-tendering process.**
- I. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. The BOQ downloaded should be used for filing the item rate and it should be saved with the same name as it contains.

I. GENERAL TERMS & CONDITIONS

1. Scope of work.

The scope of work includes Supply, testing & commissioning of Survey grade Professional Global navigation satellite system (GNSS) to deliver accurate and reliable navigation and orientation as per technical Specifications contained in annexure A.

The equipment supplied shall be complete in every respect with mountings, fittings, fixtures, batteries / one LapTop for data transfer and standard accessories which are normally supplied even though not specifically mentioned in the specifications but necessary for effective operations. The successful bidder shall not be eligible for payment in respect of such mountings, fittings, fixtures, special accessories which are needed for effective and safe operation of the equipment. The bidder shall be responsible for completeness of the equipment and for efficient working performance of the same at site.

2. Class of contract :

Original Manufacturers or their authorized distributors / Dealers / Representative.

3. Earnest Money Deposit (EMD).

Tenders shall be accompanied with an earnest money as per NIT in the form of CDR/FDR from the bank having branch in Srinagar pledged to the **FA & CAO J&K LDA, Srinagar** and shall be refunded after successful completion / commissioning / warranty / Guarantee and other obligations of the NIT. No exemptions shall be allowed.

4. Validity of offer.

The tender shall be valid for 180 days from the date of opening of **Price Bid**. (Cover-II of the tender document).

5. Prices.

Prices quoted shall be F.O.R. Lake Division- II, J&K LAWDA Srinagar and as per BOQ and bidders shall quote complete unit rate/prices in INR (Indian Rupees) inclusive of all taxes (direct or indirect), levis, duties, freight, insurance, other incidentals etc. complete job

6. Completion period.

The successful bidder has to supply the equipment, test and commission it within **thirty (30) days** from the date of issue of letter of intent or placement of allotment order, whichever is earlier.



7. Guarantee/Warranty.

The successful bidder will have to provide onsite replacement warranty. The warranty period shall start from the date of taking over of the whole system by the Authority.

The supplier shall provide comprehensive warranty for the equipments for three years at no extra cost. The supplier shall have to support the equipments after three years also for repairs / replacements if required. The proposal of the bidders should explain in detail the repairs & maintenance facilities that would be made available to the Authority by the bidder.

8. Materials and workmanship.

All the material and workmanship shall be of highest class and quality, capable of satisfactory operation when exposed to extreme/ specified atmospheric conditions.

If at any time during the warranty period it is found that the supplied item is defective or not as per specifications, the bidder shall have to replace the equipment of proper specifications at his own risk and cost.

9. Inspection and Testing.

a. All the material shall comply with the requirement of the tests specified in the Governing standards.

b. Copies of the Certification of Statutory Authority / Manufacturer's test certificates in original shall be submitted to the Engineer I/C while preferring the bills.

10. Terms of Payment.

a. **95%** (Ninety five percent) of the total value of order shall be made upon supply, testing and commissioning of the equipment along with necessary documents like commissioning report and test certificates from OEM and its take over by the Authority along with completion of the training of the authority officials assigned.

b. **5%** (Five Percent) of the total allotted cost shall be kept as performance guarantee and shall be released after successful performance of equipment after completion of the guarantee / warrantee period and can be release against the bank Guarantee.

11. Consignee/payment making authority:

The Executive Engineer, Lake Division IInd. J & K Lakes & Waterways Development Authority, STP Hazratbal near University of Kashmir, Srinagar.190006.Phone and Fax No.0194-2414194). Email:xenlakediv2nd@gmail.com

12. Manuals.

The supplier shall supply at least one complete set of operation and maintenance manuals and spare parts catalogue / list along with the tendered out equipment free of cost to the department. The manuals shall be appropriately bound in book form and shall contain full necessary instructions regarding periodical/preventive maintenance, repairs, trouble shooting.

13. Penalty.

Failure or default on the part of the bidder to supply the material in accordance with the specifications or within the stipulated time or to fulfill all the terms and conditions detailed herein and in the agreement shall render the bidder liable to payment of liquidated damages up to 10% of the total value of the contract, besides forfeiture of the security deposit and recourse to other remedies under the law in force in Jammu and Kashmir, State of India in addition to any other remedy which may be deemed fit.

14. Insurance.



It shall be the responsibility of the successful bidder to deliver and commission the equipment in sound condition at the site at Dock Yard, Nishat Srinagar. For this purpose the bidder will ensure the equipment against all risks during transit and installation at his own cost for full delivered value of the equipment. The filling of claims, if any and settlement thereof with Transport Company or Insurance Company shall be the responsibility of the bidder. No extra payment shall be made by the Authority on this account.

15. Arbitration.

In case of doubt, dispute or difference arising out of contract, the same shall be referred to State Arbitration as per standard arbitration clause 29 provided in the agreement form which is reproduced hereunder:-

“If at any time any question, dispute or difference whatsoever shall arise between the company and the government in relation to or in connection with this contract, either of the parties may give notice in writing of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing such agreement within 30 days of such notice of some person appointed by the Jammu and Kashmir Government. This submission shall be deemed to be a submission to arbitration within the meaning of the Jammu and Kashmir Arbitration Act, and all rules framed there under or any statutory modification thereof shall apply such proceedings.”

16. Civil Suit/ Legal remedy.

All legal proceedings in connection with the order/tender will be subject to the jurisdiction of the local courts of Srinagar, Kashmir.

17. Agreement.

The successful bidder shall have to execute an agreement on stamp paper worth Rs 100/= with the Authority within 07 days from the date of issue of allotment order as per the standard agreement form of Jammu and Kashmir Government. Failure to execute such a formal deed shall not however, prevent the contract from being enforced and NIT, allotment shall be binding upon the bidder.

Er. Basharat Jeelani Kawoosa
Executive Engineer,
Lake Division 2nd LDA Srinagar

No; LD-II/2475-86

Dated.21.02.2017

Copy to the:-

1. Vice Chairman, Lakes and Water ways Development Authority Sgr. for information.
2. Superintending Engineer, Lakes and Water ways Development Authority Sgr. for information. This is with reference to directions of monitoring committee for preservation of Dal and Nigeen.
3. The Secretary, J&K LDA for information. The Gist of the NIT has been uploaded on Departmental website in view of instructions issued.
4. Joint Director (P&S) Housing and Urban Development Department for uploading the NIT on departmental website, as per his letter No. HUD/Plan/53/2014-AF dated:1.1.2015.
5. Director Radio Kashmir through SABA Advertising agency (R) Abdullah Bridge Rajbagh Sgr. for broad casting the enclosed gist of the NIT on AIR once immediately.



6. Dy. Director Information Department. Srinagar with the request that the gist of the NIT may kindly be got published in two leading local Newspapers (Particularly Greater Kashmir & Aftab) and one National daily immediately in view of the instructions recently issued by the State Vigilance Commission to have the NITs published in leading newspapers for wide publicity.
- 7-8. Executive Engineers, Lake Division 1st /Mech. Division/I/C R & M Wing /Water shed Manager
LWDA Sgr.
- 9-10. Asstt.Ex. Engineer East /West Sub-Division LWDA Sgr.
- 11-12. A.A.O/Head Draftsman/H.Asstt.
13. Notice Board.

**Executive Engineer,
Lake Division-II, J&K LDA**