



**SURVEYOR GENERAL'S OFFICE
SURVEY OF INDIA
DEHRA DUN – 248001.**

TENDER DOCUMENT

FOR

PROCUREMENT OF

DIGITAL LEVEL (HIGH PRECISION)

TENDER NO. T-34 / 15-C (PROCUREMENT) DATED 07-11-2014

PRE BID CONFERENCE ON	-	25 November, 2014 11:00 hrs. at SGO, Dehra Dun.
LAST DATE OF SALE OF TENDER	-	28 November 2014
LAST DATE TO SUBMIT TENDER	-	01 December 2014 upto 11:00 hrs at SGO
OPENING OF TECHNICAL BID	-	01 December 2014 at 11:30 hrs at SGO
EQUIPMENT TESTING ON	-	02 December 2014 10.00 hrs onwards at G&RB, Dehra Dun
OPENING OF COMMERCIAL BID	-	03 December 2014 at 14:30 hrs at SGO

PRICE – Rs. 1,000/- (Rupees One Thousand only)

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**SURVEYOR GENERAL'S OFFICE
SURVEY OF INDIA,
HATHIBARKALA, DEHRA DUN – 248001.**

FAX : 0091-135-2744064
PHONE : 0135-2746805
E-mail : sgo.technical.soi@gov.in

PURCHASE OF DIGITAL LEVEL (HIGH PRECISION)

TENDER NO. SGO – / 15-C (PROCUREMENT) DATED	
1. Designation and address of the Officer inviting the tender on behalf of Surveyor General of India	: O/o Additional Surveyor General, Surveyor General's Office, Survey of India Hathibarkala , Dehra Dun – 248001
2. (a) Last date and time of sale of the Tender Document	: (a) 28 November 2014
(b) Total No. of Pages in this Tender Document	: (b) 35 (Thirty Five Pages)
3. (a) Pre bid conference	: (a) 25 November, 2014 11:00 hrs. at SGO, Dehra Dun. : Venue: Conference Hall, Surveyor General's Office, Survey of India Hathibarkala , Dehra Dun – 248001
(b) Last date & time of receiving the Tender	(b) 01 December 2014 upto 11:00 hrs In Tender Box at SGO , Stores Section
4. (a) Date and time of opening of TECHNICAL BID	: (a) 01 December 2014 at 11:30 hrs. Venue:- O/o Additional Surveyor General, Surveyor General's Office, Survey of India Hathibarkala , Dehra Dun – 248001
(b) Equipment Testing on	: (b) 02 December 2014 10.00 hrs onwards at G&RB, Dehra Dun
(c) Date and time of Opening COMMERCIAL BID	c) 03 December 2014 at SGO 14:30 hrs Venue: O/o Addl.SG, SGO, Dehra Dun.

5. Detailed Specification of Stores :

SL. NO.	DESCRIPTION	QUANTITY (APPROX.)	REMARKS
1.	DIGITAL LEVEL (HIGH PRECISION)	20 (TWENTY) NOS.	For detailed technical specifications , please see Appendix – I at page 22. For DELIVERY DESTINATION please see Consignee List in Appendix -1A at page 23.

The competent authority may increase or decrease the quantity of DIGITAL LEVEL (HIGH PRECISION) at the time of placing supply order.

6) The tender (in English language only) for the above item is to be submitted along with detailed specifications and operational conditions and limits.

6.A) **Eligibility Criteria** :- (To read with Sl. No. 1 of **General Terms & Conditions of Supply** – Appendix II at page 24)

The tenderer must possess minimum eligibility criteria mentioned here under to participate in the tender :-

- (a) Should possess minimum 5 years experience in the relevant field of marketing in DIGITAL LEVEL (HIGH PRECISION) in bulk quantity. In case of Indian Agent/ Tenderer recently appointed by the foreign principal (OEM), the OEM should have supplied the DIGITAL LEVEL (HIGH PRECISION) to Government of India offices/ PSUs in the past 5 years either directly or through their authorized Indian Agent.
- (b) Should have minimum turnover of Rs 10 Crores per annum. (Should be substantiated with I.T. returns and audited balance sheets).
- (c) Indian manufacturers should have got registered with company of Law Affairs under Company's Act.
- (d) Indian Agents representing Foreign Principals should have got enlisted with Central Purchase Organization (e.g. DGS&D) as per compulsory enlistment scheme of Department of Expenditure, Ministry of Finance as per provision of Rule 143 of General Financial Rule 2005. Also please visit www.dgsnd.gov.in for enlistment.
- (e) Should have sold the similar product to any Government Organization/ PSU in bulk quantity.
- (f) Should have facility to organize after sales service support in India.
- (g) ISO Certification – The Company offering DIGITAL LEVEL (HIGH PRECISION) should be an ISO Certified Company with Certified Service Centers in India.

7. The tenderer may please note that the tender once submitted will not be altered after expiry of the dead line for receipt of tender till the date of validity of tenders and if they do so, their Earnest Money Deposit (Bid Security) will be forfeited. Completed Tender Document should not have any scope of ambiguity, cutting or overwriting. For inadvertent mistake, if any, the tenderer must strike through erroneous figure/ word and legibly write the correct figure / word and must be authenticated with dated signature of the tenderer.

8. No consortium or joint venture is allowed.

9. The tenderers of the following Groups may submit their offer accordingly:-

GROUP 'A'

Items manufactured in India and offered by the Indian Manufacturer or their authorized dealer / distributor along with letter of authority from the Indian Manufacturer (for terms & conditions of supply, Annexure 'A'(i), 'A'(ii) and 'A'(iii) may be referred to).

GROUP 'B'

Items manufactured in foreign country (showing country of origin) and offered by the Foreign Manufacturers / Suppliers on CIF/CIP basis (for terms of conditions of supply, Annexure 'B'(i) and 'B'(ii) may be referred to).

GROUP 'C'

Items manufactured in foreign country (showing country of origin) and offered by the Indian Agents with proper letter of authority from their Foreign Principals, the Manufacturer. (for terms and conditions of supply, Annexure 'C'(i) and 'C'(ii) may be referred to).

10. TENDERING SYSTEM:

The tenders / bids are to be submitted in two Parts, i.e. Part – I & Part – II.

Part – I titled as TECHNICAL BID shall contain the complete technical qualifications and Commercial package with terms and conditions of supply etc. (**except Price Schedule**). **Part – II titled as FINANCIAL BID** shall contain the Price Schedule **duly filled in strictly according to the prescribed proforma. Any deviation will render the financial bid as UNRESPONSIVE.**

The TECHNICAL BID AND FINANCIAL BID shall be placed in separate sealed envelopes. Each of these two sealed Envelopes containing the respective Bids shall indicate on the face of it, the Tender No. and the Type of bid i.e. Technical or Financial Bid as the case may be along with the Name and Address of the Bidder / Tenderer. The tenderer will provide information about the tenderer to be submitted along with technical bid in the prescribed Annexure 'D'. These two sealed envelopes / covers shall be put into OUTER COVER and sealed. The OUTER COVER shall only indicate the TENDER NO. and last date and time of receiving the tenders PROMINENTLY along with the Address of Purchaser i.e. THE ADDITIONAL SURVEYOR GENERAL, SURVEYOR GENERAL'S OFFICE, SURVEY OF INDIA, HATHIBARKALA, DEHRA DUN-248001. The TECHNICAL BID AND FINANCIAL BID **must be submitted on prescribed proforma as applicable. Tender will be rejected if deviation from proforma on any account is found.**

11. VALIDITY OF RATES

The rates quoted in the tender must remain valid for 180 days (six months) from the date of opening of **Technical Bid**. Rates will not be changed under any circumstances.

12. OPENING OF TENDERS

- (i) The Technical Bid will be opened on 01 December **2014** at 11:30 hrs in the O/O Addl. S.G., SGO, Survey of India, Hathibarkala, Dehra Dun.- 248001.
- (ii) The representatives of the tenderers / bidders may attend the opening of tenders along with letter of authority from the respective tenderer / bidder.
- (iii) The **Commercial Bid** will be opened on 03 December **2014** at 14:30 hrs in SGO, Survey of India, Hathibarkala, Dehra Dun.- 248001.
- (iv) Only one authorized representative from each participating vendor will be allowed to attend.
- (v) DIGITAL LEVEL (HIGH PRECISION) will be tested on 02 **December 2014**, 10:00 hrs onwards at G & RB to shortlist the vendors meeting the required technical specification, acceptances of the DIGITAL LEVEL (HIGH

PRECISION) and hence the eligibility of vendors to participate in financial bid opening on **03 December 2014**

13. FOREIGN EXCHANGE RATES

- (a) For comparison of commercial bid, the exchange rates of Rupee to the currency in which the price has been quoted would be considered on the rates as prevalent on day of opening the Commercial Bid as per quotes of Reserve Bank of India.
- (b) The rate of exchange as per RBI prevalent on the day of opening of letter of credit shall be the rate of fixing the payment of India Agents Commission, if any, in Indian Rupees.

14. DEMONSTRATION OF DIGITAL LEVEL (HIGH PRECISION)

The tenderer will arrange demonstration of DIGITAL LEVEL (HIGH PRECISION) , in question, at Survey of India Campus, G&RB, Dehradun-248001, free of cost, either directly or through authorized Indian Agents / Dealers / Distributors, as the case may be, to verify whether the DIGITAL LEVEL (HIGH PRECISION) meets the Technical requirement,/criteria as indicated in the technical specifications given in **Appendix-I** . Short listed tenderers will be required to demonstrate the DIGITAL LEVEL (HIGH PRECISION) on **02 December 2014** at 10:00 hrs to the **Technical Evaluation Committee**. No further extension of time will be entertained under any circumstances.

15. INSPECTION

Preliminary inspection of the stores will be carried out by the supplier at the factory before dispatch. The final joint inspection will be carried out at the consignee's site after receipt of the consignment. In case of defective supply due to latent manufacturing defects/ transit damage, the same has to be removed and replaced at the supplier's cost. **All the inland expenses including insurance are to be met by the supplier.**

16. OEM COMPREHENSIVE WARRANTY

The supplier will replace the defective material, free of cost, if noticed within the Guarantee / Warranty period. The Warranty Certificate, as per specimen enclosed at APPENDIX-III at Page 29, is also to be submitted duly signed along with the tender. The warranty will be valid for a period of **5 years** after the date of final acceptance (Joint Inspection Report) and on completion of training. In case of any break down during the warranty, the period of warranty shall get extended for the period for which DIGITAL LEVEL (HIGH PRECISION) remained out of service.

17. GUARANTEE

The DIGITAL LEVEL (HIGH PRECISION) should have **functional guarantee for 5 years** from the date of final acceptance and on completion of training so that there is no breakdown of production for want of DIGITAL LEVEL (HIGH PRECISION) in operational condition.

18. AGREEMENT

The successful Tenderers / Suppliers will be required to sign an agreement on non-judicial stamp paper of appropriate value as per specimen at Appendix IV at Page 30 at their own cost.

19. SERVICE MANUAL

Standard Service manual and Operational Manual with cable connectivity diagram will have to be provided with the DIGITAL LEVEL (HIGH PRECISION)

20. REPAIR AND MAINTENANCE

The tenderer should furnish the detailed data for repair and maintenance facilities as would be extended by them, in case of any necessity. The tenderer must specify the normal expected life of the DIGITAL LEVEL (HIGH PRECISION)

21. TRAINING

Training will be imparted to Survey of India staff of the Geo-Spatial Data Centers / Directorates at various locations of Survey of India by the supplier **free of cost** for 5 people for 5 days at within 1 month from the date of delivery of the DIGITAL LEVEL (HIGH PRECISION) and successful acceptance of the DIGITAL LEVEL (HIGH PRECISION)

22. For General terms and Conditions of supply, please see APPENDIX – II.

23. The tender document can be downloaded from our website: www.surveyofindia.gov.in. Tenderers downloading the tender document shall attach a separate Demand Draft of Rs. 1,000/- (Non refundable) of any Commercial Bank in favour of the **“E&AO, SGO, Survey of India” payable at Dehra Dun** along with the Technical Bid towards the cost of tender document in addition to separate Bank Guarantee towards earnest money deposit, failing which the **offer will be rejected**.

24. Please note that Incomplete Tenders/ Late Tenders / Delayed Tenders or Postal Delayed Tenders will not be considered at all. Any bid received by the Addressee after the dead line for submission of tender will be returned to the bidder un-opened.

25. CORRUPT OR FRAUDULENT PRACTICES

The Board 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. The inner envelopes should be Technical Bid (along with Tender Fee & Bid Security) and Commercial Bid separately sealed and properly super scribed (Technical Bid/ Commercial Bid). Outer envelope containing inner envelopes should be addressed as below and NOT to any individual by name.

TENDER FOR DIGITAL LEVEL (HIGH PRECISION)

(Last Date and Time of Receiving of Tender : 01 December 2014 (11.00 hrs.)

Addressed to : The Chairman,
Procurement Board,
C/o The Additional Surveyor General,
Surveyor General's Office, Survey of India,
Hathibarkala , Dehra Dun – 248001, Uttarakhand (INDIA)

- 27.** This Tendering Process and Procurement is subject to the provisions of General Financial Rule 2005, Manual on Policies and Procedure for Purchase of Goods published by Ministry of Finance, Department of Expenditure and related Guidelines issued by CVC.
- 28.** All categories of tenderers must quote the price for delivery at designated consignee SOI Offices including all applicable taxes/ duties.
- 29.** Indian Agents representing Foreign OEM or subsidiary office of Foreign OEM in India must quote in Indian Rupees only under Annexure C (i). In this case also the Total Landed Cost must be at Consignee's Warehouse.
- 30.** Irrespective of detail break-ups of various costs/ taxes, L1 Vendor will be decided based on the Grand Total Landed Cost at the Consignee's place.
- 31.** No extra cost should be included over and above the quoted price in the commercial bid by the vendor after opening of tender under any circumstances.
- 32.** Chairman, Procurement Board reserves the right to reject / cancel all or any tender without assigning any reason thereof.

**CHAIRMAN, PROCUREMENT BOARD,
ADDITIONAL SURVEYOR GENERAL,
SURVEYOR GENERAL'S OFFICE, SURVEY OF INDIA
HATHIBARKALA , DEHRA DUN – 248001**

In case of the offer from the Indian Manufacturer / or through their authorized dealers / distributors Break – up details of cost :

SL. NO.	DESCRIPTION OF ITEM	QUANTITY	RATE RS.	COST RS.
1)	(a) Main DIGITAL LEVEL (HIGH PRECISION) Equipment (b) Standard OEM Accessories (c) Optical Spare Parts (d) Mechanical Spare Part (e) Optional Accessories (f) Total (a) to (e)			
2)	Excise Duty (with percentage on total (1) (f))			
3)	R&D and Cess (with percentage) if any, on Total (1) (f)			
4)	ST / CST/VAT			
5)	Entry Tax/ Octroi (if any)			
6)	Total (1) to (5)			
7)	Taxes as applicable at the time of procurement			
8)	Packing & Forwarding charges			
9)	Transit Insurance charges (upto the Consignee's site till the date of installation / commissioning of DIGITAL LEVEL (HIGH PRECISION) / Equipment).			
10)	Inland Transportation charges (ON DOOR DELIVERY BASIS)			
11)	Service / Handling charges, if any (in case of Authorized Dealers / Distributors only)			
12)	Total Cost (on F.O.R. Destination basis)			

NOTE :-

1. Training will have to be imparted to Survey of India staff of the Geo-Spatial Data Centers / Directorate at various locations of Survey of India for 5 people from each GDC for 5 days by the supplier free of cost within 1 month from the date of delivery.
2. The rates approved by the purchaser are final and no further payment will be done irrespective of any increase in Taxes etc. the contractor will have to bear the cost at his own. The purchaser will not be held responsible for such obligation.
3. The rates approved are inclusive of all prevailing taxes which are to be levied, any non-inclusion of such amount/Tax will be the liability of contractor.
4. Rate offered by the firm to be LAST & FINAL and payment of any other latent charges / taxes not specified/ mentioned in the cost quoted by the firm, would solely be the liability of the firm.

While submitting the offer, the following information / documents may also be furnished in support of the tender by the **INDIAN SUPPLIERS**.

1. EARNEST MONEY DEPOSIT(BID SECURITY)

Earnest Money Deposit of fixed amount of Rs. 1,80,000 (Rupees One Lac Eighty Thousand only) in the shape of Bank Guarantee valid for six months (validity may require further extension) from the date of submission of the tender of any Commercial Bank in favour of the "**E&AO, SGO, Survey of India**", payable at Dehra Dun, should be submitted along with the TECHNICAL BID. Shortfall in amount of Earnest Money Deposit, if any, will result in rejection of the Tender. In case of Bank Guarantee submitted by the Tenderer it should be unconditional in all cases. **Format for Earnest Money Deposit (Bid Security) will be as per APPENDIX V (i)**

EMD of the unsuccessful bidder would be refunded within 45 days of the award of contract & EMD of the successful bidder would be released only after the submission of performance security.

2. PERFORMANCE SECURITY

Successful tenderer will have to furnish Security Deposit @ 10% value of the order / contract in the shape of Bank Guarantee of any Commercial Bank valid for 5 years and 2 months from the date of acceptance of the equipments/ after training with a provision of further extension in favour of the "**E&AO, SGO, Survey of India**", payable at Dehra Dun, An Agreement is also to be signed by the Supplier at their cost on non-judicial stamp paper of appropriate value as per specimen at APPENDIX – IV. In case of Bank Guarantee submitted by the Tenderer it should be unconditional in all cases. The Bank Guarantee must be valid for a period of 5 years and 2 months from the date of acceptance of the equipments/ after training. Bank Guarantee should be submitted along with the bill for release of payment towards delivery of goods.

3. DELIVERY PERIOD

Please state the minimum delivery period required by you from the date of receipt of Firm Supply Order. However the stores will have to be supplied latest within 8 weeks from the date of firm supply order.

4. PACKING

The DIGITAL LEVEL (HIGH PRECISION) is required to be securely packed as per INTERNATIONAL STANDARD TRADE PACKING to avoid damages to the consignment in transit. The packing charges should be included in the break-up details of cost.

5. INSURANCE

The consignment is required to be dispatched to the consignee, duly insured for transit insurance for all risks from the consignor's Warehouse to the Consignee's Warehouse up to final destination till the acceptance of the DIGITAL LEVEL (HIGH PRECISION). The insurance charges should be included in the break-up details of cost.

6. ACCESSORIES

Only OEM accessories should be quoted.

7. TRANSPORTATION CHARGES

The transportation charges should be pre-paid for delivery of consignment to the consignee on DOOR DELIVERY BASIS and should be included in the break-up details of cost.

8. PAYMENT

100% payment will be made within one month from the date of installation and commissioning / acceptance of the DIGITAL LEVEL (HIGH PRECISION) and on completion of training to SOI personnel by the firm. No request for advance payment, payment against delivery or payment through Bank against dispatch documents will be considered.

ANNEXURE 'A' (iii)

The following clauses mentioned in this tender document may also please be confirmed in the TECHNICAL BID:-

- A) VALIDITY OF OFFER
- B) FREE DEMONSTRATION OF DIGITAL LEVEL (HIGH PRECISION)
- C) INSPECTION
- D) WARRANTY
- E) GUARANTEE
- F) SERVICE / OPERATIONAL MANUAL
- G) REPAIR & MAINTENANCE AFTER SALES SERVICE FACILITIES)
- H) INSTALLATION/TRAINING

Photo copies of the following documents are also required to be furnished along with the TECHNICAL BID:-

- i) Registration Certificate of the firm under Companies Law.
- ii) Registration Certificate if registered with D.G.S.& D as an approved Government Supplier or registered as a Small Scale Unit with Small Scale Industries.
- iii) Latest Sales Tax Clearance Certificate.
- iv) Latest Income Tax Clearance Certificate.
- v) In case of wholesale dealers / distributors / agents, authority letter (in original) from their Principals / Manufacturers.
- vi) One copy of Warranty Certificate duly stamped and signed (specimen enclosed).
- vii) Photo Copies of Supply orders from Govt. (State or Central)/ PSUs for supply of this item.

In case of offer from the Foreign Manufacturer / Supplier against CIF/CIP Cost.
Break-up-details of cost of stores

In Foreign Currency

1.
 - (a) DIGITAL LEVEL (HIGH PRECISION)
 - (b) Standard OEM Accessories
 - (c) Optical Spare Parts
 - (d) Mechanical Spare Parts
 - (e) Optional Accessories
 - (f) Total (a) to (e)
 - (g) Inland Packing / forwarding & transportation charges up to consignor's Air Port, if any
 - (h) FOB Cost
 - (i) Agency Commission payable to the Indian Agent in Indian Currency
 - (j) NET FOB Cost (h) – (i)
 - (k) Insurance charges (Approx.)
 - (l) Air Freight (Approx.)
 - (m) NET CIF/ CIP Cost (Indian Ports)
 - (n) Plus Agency Commission [as per Col. (i)]
 - (o) Total CIF/CIP Value
 - (p) Other charges upto Consignee place if any
 - (q) Grand Total Cost at Consignee's place.
2. Please also intimate:-
 - (i) Approx. Net weight of DIGITAL LEVEL (HIGH PRECISION) (with standard Accessories etc.)
 - (ii) Approx. gross weight of DIGITAL LEVEL (HIGH PRECISION) (with standard Accessories etc.)
3. Training will have to be imparted to Survey of India staff of the Geo-Spatial Data Centers / Directorate at various locations of Survey of India for 5 people from each GDC for 5 days by the supplier free of cost within 1 month from the date of delivery.

4. Rate offered by the firm to be LAST & FINAL and payment of any other latent charges / taxes not specified/ mentioned in the cost quoted by the firm, would solely be the liability of the firm.

ANNEXURE 'B' (ii)

While submitting the offer, the following information / documents may also please be furnished alongwith the TECHNICAL BID :- **BY THE FOREIGN SUPPLIER.**

1. DELIVERY PERIOD

The stores will have to be supplied within 8 weeks after the date of opening of **Letter of Credit** and issue of Supply Order.

2. PACKING

The consignment is required to be securely packed as per international standard trade practices to avoid damages to the Equipment / DIGITAL LEVEL (HIGH PRECISION) during transit.

3. INSURANCE

The insurance from consigners ware-house to consignee's site should be on ALL RISKS BASIS arranged by the supplier.

4. EARNEST MONEY / BID SECURITY – BY THE FOREIGN SUPPLIER

Earnest Money of fixed amount of Rs. 1,80,000 (Rupees One Lac Eighty Thousand only) in the shape of Bank Guarantee valid **for six months (validity may require further extension) from the date of submission of the tender** of any commercial bank in India in favour of the **"E&AO, SGO, Survey of India" payable at Dehra Dun**, should be submitted along with the TECHNICAL BID. Shortfall in amount of Earnest Money Deposit, if any, will result in rejection of the Tender. In case of Bank Guarantee submitted by the Tenderer it should be unconditional in all cases.

EMD of the unsuccessful bidder would be refunded within 45 days of the award of contract & EMD of the successful bidder would be released only after the submission of performance security

5. PAYMENT TO THE FOREIGN SUPPLIER

Payment equal to 90% of CIF/CIP Cost will be made to the Foreign Supplier through an Irrevocable Letter of Credit to be opened by the Purchaser through his Bankers, on presentation of document of air lifting of consignment, Manufacturer's Warranty / Guarantee and Test Certificates against a Bank Guarantee for 100% of CIF/CIP Cost i.e before opening of LC, a **Bank Guarantee valid for 12 months** for the entire cost of the equipment will be obtained as security deposit from the supplier with the provision of further extension / revalidation. The remaining 10% payment will be released / made after inspection and acceptance of the DIGITAL LEVEL (HIGH PRECISION) by the ultimate consignee and completion of training to SOI personnel imparted by the firm. The inspection would be made in the presence of the local Agents of the Foreign Supplier and a joint inspection report signed both by the Consignee and the Indian Agent on behalf of the Foreign Supplier. Performance Security will be released after expiry of the mandatory warranty period. Bank Guarantee submitted by the Tenderer should be unconditional in all cases. An Agreement is also to be signed by the Indian Agent on behalf of foreign supplier at their cost on non - judicial Stamp paper of Appropriate Value as per specimen at Appendix-IV at Page 30.

6. PERFORMANCE SECURITY

Performance Security by the Foreign Supplier, before release of Bank Guarantee and 10% balance amount after receipt and inspection of material, is mandatory for the foreign supplier to furnish performance security of 10% value of the total amount of the purchase order to ensure satisfactory function of the equipment **for a period of 5 years 2 months from the date of supply**. In case of Bank Guarantee submitted by the Tenderer it should be unconditional in all cases. The Bank Guarantee must be valid for a period of 5 years and 2 months from the date of acceptance of the equipments/ after training.

7. AGENCY COMMISSION

The Agency Commission (with percentage) payable to the Indian Agent may please be mentioned in the tender, if applicable. The Agency Commission should be included in the commercial bid.

The rate of exchange will be calculated on rates prevalent on day of opening of LC. in Bank (Para – 13 Page 5 above) only the converted value of agency commission in Indian Rupee will be paid after final acceptance of the DIGITAL LEVEL (HIGH PRECISION)

8. The following clauses mentioned in this tender document may also please be confirmed in the TECHNICAL BID :-

- (a) VALIDITY
- (b) FREE DEMONSTRATION OF DIGITAL LEVEL (HIGH PRECISION)
- (c) INSPECTION
- (d) WARRANTY
- (e) GUARANTEE
- (f) SERVICE / OPERATIONAL MANUAL
- (g) REPAIR & MAINTENANCE (AFTER SALES SERVICE FACILITIES)
- (h) INSTALLATION / TRAINING

ANNEXURE 'C' (i)

In case of offer from the Authorised Indian Agent of the Foreign Manufacturer / Supplier.

1. C.I. F. / C.I.P. Value	In Indian Currency
(a) Basic Cost of DIGITAL LEVEL (HIGH PRECISION) with standard Accessories	Rs.
(b) Packing and forwarding	Rs.
(c) Approx. Insurance charges	Rs.
(d) Approx. Air Freight Charges	Rs.
(e) C.I.F. /C.I.P. Value (Indian Port) Total (1)	Rs.
2. * CUSTOMS DUTY	<u>Survey of India will provide customs duty exemption certificate under customs circular No. 51/96</u>
(a) Basic Customs Duty (___ % of CIF Value)	Rs.
(b) ___% Surcharge on Basic Customs Duty	Rs.
(c) CVD (Counter Veiling Duty ___ %)	Rs.
(d) Educational Cess (___ % of CVD)	Rs.
(e) Total Customs Duty as per 51/96 (a+b+c+d)	Rs.
(f) Clearing / Handling / Inland freight etc., up to the warehouse.	Rs.
(g) Agent commission IF ANY	Rs.
Total (2)=(e+f+g)	Rs.
3. Grand Total (1) + (2)	Rs.
4. CST/VAT	Rs.
5. Entry Tax	Rs.
6. Total Landed Cost of DIGITAL LEVEL (HIGH PRECISION) at the Consignee's place. (3+4+5)	Rs.

Notes :-

1. Customs Duty Exemption Certificate will be provided by Survey of India under Customs Circular No, 51/96.
2. * Customs Duty Rates applicable will be verified by the vendors.
3. Financial Quotes must be strictly as per above Proforma providing information under each category **separately and clearly**. Otherwise Financial Bid will be treated as UNRESPONSIVE.
4. Irrespective of detail break-ups of various costs/ taxes, L1 Vendor will be decided based on the Grand Landed Total Cost at the Consignee's place.
5. Rate offered by the firm to be LAST & FINAL & payment of any other latent charges / taxes not specified/ mentioned in the cost quoted by the firm, would solely be the liability of the firm.

1. FOREIGN EXCHANGE RATES

Please confirm that the foreign exchange rates taken into account for purpose of submission of Commercial Bid in Indian Currency **will remain valid for the entire period of bid validity.**

In case of fall in foreign exchange rates at the time of placing a purchase order, the selling rates of foreign exchange will be taken into account.

2. EARNEST MONEY DEPOSIT (BID SECURITY)

Earnest Money Deposit of fixed amount of Rs. 1,80,000 (Rupees One Lac Eighty Thousand only) in the shape of Bank Guarantee valid **for six months (validity may require further extension) from the date of submission of the tender** of any Commercial Bank in favour of the **"E&AO, SGO, Survey of India" payable at Dehra Dun,** should be submitted along with the TECHNICAL BID. Shortfall in amount of Earnest Money Deposit, if any, will result in rejection of the Tender. **In case of Bank Guarantee submitted by the Tenderer it should be unconditional in all cases. Format for Earnest Money Deposit (Bid Security) will be as per APPENDIX V (i)**

EMD of the unsuccessful bidder would be refunded within 45 days of the award of contract & EMD of the successful bidder would be released only after the submission of performance security.

3. PERFORMANCE SECURITY

Successful tenderer will have to furnish Security Deposit @ 10% value of the order / contract in the shape of Bank Guarantee of any Commercial Bank valid **for 5 years 2 months from the date of acceptance of DIGITAL LEVEL (HIGH PRECISION) and after completion of training,** in favour of the **"E&AO, SGO, Survey of India" payable at Dehra Dun.** An Agreement is also to be signed by the Indian Agent at their cost on non-judicial Stamp Paper of Appropriate Value as per specimen at Appendix-IV. Kindly confirm. Bank Guarantee submitted by the Tenderer should be unconditional in all cases. The Bank Guarantee / Security Deposit must be valid for a period of 5 years and 2 months from the date of acceptance of the equipments/ after training. Bank Guarantee should be submitted along with the bill for release of payment towards delivery of goods

4. PAYMENT

100% payment in INR will be made within one month from the date of acceptance of the DIGITAL LEVEL (HIGH PRECISION) and completion of training. Please confirm that our terms of payment are acceptable to you. In such case, no request for advance payment against delivery or payment through Bank against dispatch documents will be considered.

5. OTHER DOCUMENTS TO BE SUBMITTED

Indian Agents submitting their offer on behalf of their foreign principals are required to furnish the following information / documents along with the TECHNICAL BID :-

- (a) Authority letter from their Foreign Principals.

- (b) Warranty Certificate from their Foreign Principals (specimen enclosed at Appendix III).
- (c) Attested Xerox copy of the Agreement between the Foreign Manufacturer and the Indian Agent for sale of foreign goods in India.
- (d) Xerox copy of latest Income Tax Clearance Certificate.
- (e) Xerox copy of latest Central Tax Clearance Certificate/ VAT Clearance Certificate.
- (f) Technical brochure / literature / catalogue of the Main DIGITAL LEVEL (HIGH PRECISION) / Equipment quoted for.
- (g) Xerox Copies of Supply orders from Govt (State or Central)/ PSUs for supply of this item.

Proforma Invoice from their Foreign Principals showing C.I.F./C.I.P. value of the DIGITAL LEVEL (HIGH PRECISION) in question should be submitted along with the COMMERCIAL BID.

While submitting the tender, General Terms & Conditions of supply given in APPENDIX – II at Page 24 may also please be seen and all relevant information be incorporated in the tender.

INFORMATION ABOUT THE TENDERER
(TO BE SUBMITTED ALONG WITH THE TENDER)

1	Name of the Firm/ Company	
2	Year of Establishment	
3	Status of the Firm/ Company (Partnership. Limited etc)	
4	Postal Address Telephone numbers Fax e-mail Website Address (If Applicable)	
5	Bank Account Detail for e-payment	Account No Account Type Name of Account Holder Address of Account Holder Name of Branch Address of Branch IFSC Code
6	Any authorized branches of the Firm/ Company, if so give details	
7	Name of the proprietor/ partner/ Managing Director etc.	
8	Nature of your Firm/ Company/ Manufacturer/ Stockiest/ Dealer/ Distributor/ Agent etc.	
9	Details of products you are dealing in (catalogues for products may be enclosed, if available)	
10	Turnover for the last three years in Rs. (Year Wise)	
11	List of Existing Clients (Govt./ PSU/Major Client)	

12	If already doing business with SOI give details	
(a)	Item	
(b)	Since when	
13	If you are registered with DGS&D or any other Govt./PSU/Authorized body Please give details	
(a)	Name and address of organization registered with	
(b)	Registration No.	
(c)	Date of Registration	
(d)	Date till which Registration is valid	
(e)	Whether registered for items for which tender has been submitted	
14	Whether enlisted with Central Procurement Organization (e.g. DGS&D) (<i>For Indian Agents representing Foreign Principal</i>).	
15	Has your firm ever been black listed by the Govt. or any other authority? Please give details and reasons thereof	
16	If black listed & revoked give details of the same	
17	Are you income tax payee, if so please furnish following details	
(a)	PAN/TAN	
(b)	TDS Accounts if any	
(c)	Central Sale Tax Registration No./ Service Tax Registration No.	

Declaration

I/We do hereby declare that the entries made in the application are true to the best of my / our knowledge and belief. I/We do also confirm that I/ We have read and understood General conditions of Contract as contained in this tender documents and agree to abide by the same in all respect.

I/We undertake to communicate promptly to SOI all the subsequent changes in condition affecting the accuracy of the details given above. Further I/We undertake that in case the facts/ information furnished, as above is/ has been found false, the SOI may be its absolute discretion reject/ cancel any assignment, if any, awarded / agreed to be awarded to me / us and in such case I / We shall not be entitled to claim any damages/ whatsoever in regard to that assignment

Signature of Proprietor/ Director/ Managing
Director/ Constituted authority.

Place:

Name:

Date:

Designation

TECHNICAL SPECIFICATIONS FOR DIGITAL LEVEL**TOTAL NUMBER OF DIGITAL LEVEL (HIGH PRECISION)
TO BE PROCURED -20 (Twenty) Nos.**

Sl. No.	Description	
1.	Type	DIGITAL LEVEL (HIGH PRECISION) and 3-metre invar staves with wooden box.
2.	Specification: a. Resolution for height measurements b. Measuring range c. Accuracy	0.1 mm or better 2 to 100 metres or better 0.3 mm standard deviation in height measuring per Km with double leveling Run
3.	Compensator: a. Setting Accuracy b. Tilt /inclination Range	± 1.0 second or better ± 10' or better
4.	Bubble Sensitivity	Bubble should not confine within the inner ring in ± 5' variation
5.	Measurement time	3 second or better
6.	Ambient Operating Temperature	-10°C to +40°C
7.	Internal Memory for Data Storage	6000 points (downloading facility through USB port/SD Card Slot)
8.	Backup External Memory	Storage 1 GB or better
9.	Display	Readable in sunlight
10.	Power Supply	On-board rechargeable battery with minimum operating time of 12 hours or better.
11.	Accessories and spares	Rigid Tripod, spare rechargeable battery, battery charger, application software (data transfer, measuring and related computing and adjustment programs) iron shoe.
12.	Warranty	5 years warranty on instrument, staves and all accessories.

Important Notes:

- Only reputed brand should be quoted
- **ISO Certifications:** The Company offering DIGITAL LEVEL (HIGH PRECISION) should be an ISO certified company with a certified service centre in India.
- **Training:** Free on site and it should be provided **within one month** after supplying the equipment.
- **Warranty:** Minimum 5 years for equipment and all accessories including batteries/charger. Warranty certificate for all individual item or equipment must be provided.
- **Custom duty exemption certificate** will be provided to supplier by Survey of India.
- **Field testing** of the equipment is compulsory before technical acceptance by the Technical Evaluation Committee.
- Vendors will demonstrate the DIGITAL LEVEL (HIGH PRECISION) capability by conducting field trials to the **Technical Evaluation Committee**.
- While quoting price bid for DIGITAL LEVEL (HIGH PRECISION) only single model that meets the technical specifications should be quoted by a vendor in a tender

**CONSIGNEE LIST WITH DETAILS OF ADDRESS FOR DELIVERY OF
20 NUMBER OF HIGH PRECISION DIGITAL LEVEL**

SI No.	Name of GDC	Address of Consignee	Quantity
1	Director Geodetic & Research Branch	Office of Director Geodetic & Research Branch Survey of India 17 E C Road Post Box No. 77 DEHRA DUN- 248 001 Uttarakhand Phone: 0135-2654528 Fax: 0135-2654528 E-mail:sgo.soi@gov.in	20 (TWENTY)

GENERAL TERMS AND CONDITIONS OF SUPPLY**1. QUALIFICATION CRITERIA**

- (i) The bidder shall be a manufacturer or agent / dealer / distributor of the manufacturer who has designed, manufactured, supplied, erected, commissioned equipment / DIGITAL LEVEL (HIGH PRECISION) of similar type and capacity as given in APPENDIX – I of the document and which are in successful operation in other international scientific organizations for five years on the date of bid opening.
- (ii) The bidder shall furnish details of supplies made in the last 5 years to the scientific organizations in India along with the user's certificate regarding satisfactory functioning of the equipment/ DIGITAL LEVEL (HIGH PRECISION)
- (iii) The purchaser may, if required, see the demonstration of the equipment / DIGITAL LEVEL (HIGH PRECISION) installed in other scientific organizations located nearby Dehra Dun to verify whether the bidder meets the accuracy criteria as indicated in the technical specifications. Bids, which do not meet the criteria, will be treated as technically non-responsive.
- (iv) The bidder shall furnish a certificate to the effect that Bidder has not been black-listed by any Central/ State Ministry/ Department/ PSU/ any other Govt. organization/DG&SD/ Kendriya Bhandar/ NCCF etc. during last three years.

2. COUNTRY OF ORIGIN

- (i) All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules.
- (ii) For purpose of this clause, "origin" means the place where the goods are made, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from the components.
- (iii) The origin of Goods and Services is distinct from the nationality of the supplier.

3. FORMAT AND SIGNING OF BID

- (i) The bid shall be typed or written, in English language only, in indelible ink and shall be signed by the bidder or a person or persons duly authorized to the bidder to the contract. The letter of authorization shall be indicated by written power – of – attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- (ii) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

4. CUSTOM DUTY

Survey of India will issue custom duty exemption certificate. Other expenses, if any, regarding custom clearance shall be borne by the supplier.

5. ADDITIONAL QUESTIONS FOR TENDER ENQUIRIES

Please state that you have submitted your quotation in two parts as indicated below:-

PART – I

Technical Bid consisting of technical details, bringing out clearly in a separate sheet, deviations, if any, in specifications from those indicated in APPENDIX – I at Page 22 of the Tender Document.

PART – II

- (a) **Commercial Bid** showing item wise price in a separate sealed cover inside the main cover.
- (b) Please indicate complete break-up of prices indicating clearly the net C.I.F./C.I.P. value, Customs duty etc. in a separate sheet, which should be signed by you.
- (c) Please confirm that you will forward in advance two copies of each of installation, operation and maintenance instructions and diagrams in English, in case contract is awarded and order placed with you.
- (d) Please indicate, in a separate sheet duly signed by you, full information in respect of the output that you obtained from the machine you have offered; and also that you guarantee for the performance of the machine under the normal conditions and also that you will demonstrate guaranteed output installation of the machine.
- (e) Please attach lists duly signed by you, for such spare parts and tools as are absolutely essential for proper maintenance and operation of machine for a period of ten years (in the case of Electronic and Optical Spare Parts) and 5 years (in the case of Electronic and Mechanical Spare Parts) giving full particulars of the Spare parts and tools with the price of each spare part and tool separately.
- (f) Please confirm that you have adequate servicing and spare parts facilities in India in respect of the equipment/DIGITAL LEVEL (HIGH PRECISION) tendered for by you or that you will arrange to provide such facilities simultaneously with the supply of the equipment / DIGITAL LEVEL (HIGH PRECISION) .
- (g) Please confirm that you undertake the supplies of necessary maintenance of equipment / DIGITAL LEVEL (HIGH PRECISION) and spare parts will be made available for life of the machine on a continuous basis at a price not in excess of the net FOB/FAS price after allowing maximum discount and without taking into account any commission payable to the Indian Agents, if any, of the seller. If any such commission is payable, the same shall be indicated and it shall be payable only in Indian currency. The life of equipment should be intimated.

- (h) Please indicate that you guarantee that before going out of production of the spare parts, you will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if he so desires.

Please indicate that you further guarantee that if you go out of production of the spare parts, then you will make available blue prints, drawings of the spare parts and specifications of materials at no cost to the purchaser if and when required in connection with the equipment / DIGITAL LEVEL (HIGH PRECISION) to enable the purchaser to fabricate or procure spare parts from other sources.

- (I) The rates approved by the purchaser are final and no further payment will be made irrespective of any increase in Taxes etc. The contractor will have to bear the additional cost at his own. The purchaser will not be held responsible for such obligation.
- (j) The rates approved are inclusive of all prevailing taxes which are to be levied, any non-inclusion of such amount/Tax will be the liability of contractor.

(Signature of Tenderer)

6. ADDITIONAL QUESTIONS FOR IMPORTED STORES.

- (i) Please indicate here prices on the following basis:-

- a) F.O.B.
- b) F.A.S. Port of shipment of your Principals / Manufacturers.
- c) C.I.F. Value (Indian Port)
- d) F.O.R. Station of dispatch (Also indicate the Station of Dispatch)
- e) F.O.R. Destination (i.e. Consignee's site).

- (ii) For F.O.R. quotations, please indicate here separately:-

- a) Net ex-Factory price.
- b) Net F.O.R. / F.A.S. Quotations please indicate here separately :-
 - (i) Ex-Factory price
 - (ii) Net F.O.R. / F.A.S. price exclusive of profit / commission.

- (iii) Please indicate commission payable to you/Indian Agents/Associates in Rupees. Also attach a copy of the agreement with your Principals / Manufacturers regarding quantum of Commissions payable.

- (iv) In case you are a foreign firm quoting direct, please indicate:-

- a) The name and address of your Indian Agents / Associates / Representatives for servicing in India.
- b) Net F.O.B. / F.A.S. price exclusive of the amount of remuneration or commission for the Indian Agents / Associates.
- c) Commission / remuneration payable to the Indian Agents / Associates in Rupees.

- (v) Please indicate the following particulars: -
- a) the precise relationship between the foreign Manufacturer / Principals and their Indian Agents / Associate.
 - b) The mutual interest which the Manufacturer / Principals and the Indian Agents / Associates have in the business of each other.
 - c) Any payment which the Agents / Associates received in India or abroad from Manufacturers / Principals whether as a commission for the contract or as a general retainer fee.
 - d) Indian Agent's Permanent Income Tax Account Number.
- (vi) Please furnish the following certificates on separate sheets, duly signed by you:-
- a) Certify that net prices are exclusive of commission, profit etc., to be paid to your Principals / Manufacturers in foreign currency and indicate separately the amount of remuneration / commission / profit which Indian Agents / Associates are entitled in terms of their Agreement with the Foreign Principals.
 - b) Produce your Principal's Manufacturer's proforma invoice a certificate indicating remuneration / commission / discount etc. to be allowed in the particular transactions to their Indian Agents / Associates and the nature of the after sales service to be rendered by Indian Agents / Associates.

(SIGNATURE OF THE TENDERER)

7. COMPLETENESS / CORRECTNESS OF THE STORES

The contractor / supplier shall be responsible for the correct supply of the stores being ordered and shall replace the same free of cost if found not conforming to the required specifications or incomplete in any performance. The spares shall be guaranteed for interchangeability and performances. The changed parts, if any, will be guaranteed for correctness and interchangeability.

8. DECREASE IN THE QUANTITY TO BE SUPPLIED

Normally no item or quantity will be cancelled or reduced within the delivery period. But the Indentor / Purchaser reserves the right to cancel any item or reduce any quantity from the purchase order if the stores are not supplied within the original delivery period.

9. FORCE MAJEURE

"Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

11. RISK PURCHASE

If the supplier after submission of bid & due acceptance of the same i.e. after the placement of order fails to abide by the terms of the tender document or fails to supply the material as per delivery schedule/period given or at any time repudiates the contract, the SOI shall have the right to forfeit the EMD /Performance security deposited by the supplier & procure the stores from other agencies at the risk & consequences of the supplier. The cost of such procurement will be recovered from the supplier.

12. BLACKLISTING THE FIRM

If a firm which is awarded the contract violates any of the terms & conditions, it shall be black listed & its EMD / Performance Security shall be forfeited.

13. APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of the Union of India.

14. ARBITRATION CLAUSE

In the event of any dispute arising out of or relating to this tender, it should be referred to sole arbitration of Surveyor General of India or any other person nominated by him whose decision will be final binding.

WARRANTY CERTIFICATE

We warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair & overhaul of the equipment/DIGITAL LEVEL (HIGH PRECISION) or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter within 5 years from the date of acceptance, we undertake the guarantee to repair/supply free of cost the defective items up to the final destination and the inland expenses borne by the indenter, will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the goods but shall expire (Except in respect of complaints of which the contractor has been notified prior to such date) 60 months after their successful acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises.

Signature

Name & Address of Manufacturer / Supplier

Dated _____

AGREEMENT

An agreement made _____ day of _____ between _____ (hereinafter called the contractor which expression shall include his legal representatives) of the one part and, Additional Surveyor General, Surveyor General's Office, Survey of India, Dehra Dun, on behalf of the Surveyor General of India (hereinafter called purchaser) as the other part for the purchase of the under mentioned articles at cost mentioned against them viz.:-

Name of Articles	Qty.	Rate (Rs.)	Total Cost (Rs.)
DIGITAL LEVEL (HIGH PRECISION)	20 (TWENTY) Nos.		

And on the terms and conditions hereinafter mentioned viz:-

That all stores shall be delivered free of cost at consignee's address.

- (a) That all stores supplied shall be new and of good quality and in exact accordance with the sample submitted/equipment quoted and demo given. That the inspection of the stores shall be carried out by the Addl.S.G. Surveyor General's Office, Survey of India, Dehra Dun – 248001, himself or by a team of Officers deputed by him at the place mentioned in Para above. The stores rejected must be removed by the contractor within a week from the date of rejection. All stores not accepted shall lie at the risk of the contractor. If not removed within the period specified above, The Addl.S.G., Surveyor General's Office, Survey of India, Dehra Dun – 248001, shall have the right to dispose of such stores as he thinks fit at the risk of the contractor and on his account or if he prefers to charge him rent for the space occupied by same.
- (b) That the time for delivery stated above shall be of the essence of the contract and should the contractor fail to deliver the whole/any part of the stores within the period specified in clause (a) and up to sample the Addl.S.G., Surveyor General's Office, Survey of India, Dehra Dun – 248001, shall have the right to forfeit the deposit mentioned in clause (1) and to purchase the stores elsewhere which the contractor has failed to deliver as aforesaid at the expenses of the contractor and the contractor will be liable to pay such further sum as will be sufficient to meet the difference of cost between the rates tendered and those at which the purchases are actually made should they be higher. This is without prejudice to action being taken under clause (h) hereof.
- (c) That the Addl.S.G., Surveyor General's Office, Survey of India, Dehra Dun – 248001, shall have full power to reject the whole or any part of the stores which to the true intent and meaning is not in exact accordance with the approved sample and that his decision shall be final.

- (d) That the contractor will deposit a sum of Rs. _____ (Rupees _____ only) (10% value of order) as Performance Security for compliance with the terms and conditions of this contract in the shape of Bank Guarantee /Fixed Deposit Receipt etc.
- (e) That the contractor will be entirely responsible for the execution of this contract and shall not assign or sub-let the same.
- (f) If the contractor becomes insolvent or he or his Agent offers any bribe in connection with their contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the Addl. S.G., Surveyor General's Office, Survey of India, Dehra Dun – 248001, may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- (g) The rates approved by the purchaser are final and no further payment will be done irrespective of any increase in Taxes etc. the contractor will have to bear the cost at his own. The purchaser will not be held responsible for such obligation.
- (h) The rates approved are inclusive of all prevailing taxes which are to be levied, any, non-inclusion of such amount/Tax will be the liability of contractor.
- (i) The goods received will be accepted only after receiving the satisfactory performance certificate from the joint inspection committee. (comprising representative of contractor and purchaser).
- (j) The Contractor will be full responsible for efficient operation of equipment for a period of 60 months of warranty from the date of acceptance. However, incase of equipment not working for maximum of 2 weeks from the time of reporting to the contractor by the Addl.S.G, Surveyor General's Office, Survey of India, Dehra Dun – 248001, or his authorized representative he will be held responsible and equipment will be replaced by new one at the cost of contractor.
- (k) Incase of any latent defect, which is noticed later on within a period of 60 months from the date of acceptance of equipment, the contractor will be responsible to undertake such repair/supply free of cost the defective part, at the final destination and inland expenses will also be borne by contractor.

- (l) If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same, shall be referred to the arbitration of the Surveyor General of India (or any other person nominated by him) whose decision will be final and binding for both the parties.

Signed by the said contractor.....

In the presence of

**1st Witness
Address**

**2nd Witness
Address**

**Signed by the said for and on behalf of the
President of India in the presence of**

**1st Witness
Address**

**2nd Witness
Address**

BANK GUARANTEE FOR PERFORMANCE SECURITY

In consideration of the President of India (hereinafter called “ the Government”) having agreed to exempt _____(hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for supply of DIGITAL LEVEL (HIGH PRECISION) (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said contractors of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, (indicate the name of the bank) _____(hereinafter referred to as “the Bank”) at the request of _____ Contractor (s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractors) of any of the terms or conditions contained in the said Agreement.

2. We (indicate the name of the Bank) _____ do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor’s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability, under this Guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto: our liability under this Guarantee being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractors) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) _____ further, agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ office/Department/Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of the Bank) _____ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s)

from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Government against the said contractors) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Government or any indulgency by the Government to the said contractor(s) or by such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing:

8. This Bank Guarantee submitted by the Tenderer is unconditional in all cases. The Bank Guarantee / Security Deposit is valid for a period of 5 years from the date of acceptance of the equipments/ after training/ signing the contract.

Dated the _____ day of _____ for (indicate the name of the Bank)

BANK GUARANTEE FOR FURNISHING EMD/ BID SECURITY

Whereas
 (hereinafter called the "tenderer")
 has submitted their offer dated.....
 for the supply of
 (hereinafter called the "tender")
 against the purchaser's tender enquiry No.
 KNOW ALL MEN by these presents that WE
 of having our registered office at
 are bound unto
 (hereinafter called the "Purchaser")
 in the sum of.....
 for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its
 successors and assigns by these presents. Sealed with the Common Seal of the said Bank
 this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
 (Signature of the authorized officer of the Bank)

 Name and designation of the officer

 Seal, name & address of the Bank and address of the Branch