

# EASTERN ZONE OFFICE SURVEY OF INDIA WOOD STREET, KOLKATA – 700

15 WOOD STREET, KOLKATA – 700 016 Phone: 033-22833376/ Fax: 033-22800196

Email: zone.east.soi@gov.in

Web Site: www.surveyofindia.gov.in

# TENDER DOCUMENT

**FOR** 

## PROCUREMENT OF

## LASER RANGE FINDER

# FOR COAL MINE PROJECT SURVEYS (CMPDI)

## ADVERTISEMENT NO. SOI / EZO/ S - 59 / 15-C(PROCUREMENT)

TO BE SUBMITTED BY

06-04-2017 (16:00 hrs.)

TO BE OPENED ON

07-04-2017 (11:00 hrs.)

Designation and address of the Officer inviting the tender on behalf of President of India

Chairman, Procurement Board, C/o Additional Surveyor General, Eastern Zone, Survey of India 15 Wood Street, Kolkata – 700 016.

### 1. Detailed Specification of Stores:

SL. NO.	DESCRIPTION	QUANTITY (APPROX.)	REMARKS
1.	LASER RANGE FINDER	56 Nos.	For detailed technical specifications, please see Appendix – I For details of consignee please see Appendix -

The quantity as above may increase or decrease at the time of placing firm supply order.

- 2) The tender (in English language only) for the above item is to be submitted along with detailed specifications.
- 2.A) <u>Eligibility Criteria</u>: (To read with Sl. No. 1 of General Terms & conditions of Supply Appendix II)

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

- (a) Should possess minimum 5 years experience in the relevant field of marketing in LASER RANGE FINDER in bulk quantity.
- (b) Should have got registered with company of Law Affairs under Company's Act AND DGS&D norms of registration.
- (c) Should have sold the similar product to any Government Organization in bulk quantity.
- (d) Should have facility to organize after sales service support in India.
- (e) ISO Certification The Company offering LASER RANGE FINDER should be an ISO Certified Company with Certified Service Centers in India.
- 3. 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 signature of the tenderer.

#### 4. 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 the prescribed proforma.

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. 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, EASTERN ZONE, SURVEY OF INDIA, 15 WOOD STREET, KOLKATA – 700 016. Technical Bid & Financial Bid must be submitted on prescribed proforma as applicable. Tender will be rejected if deviation from proforma on any account is found.

#### 5. 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/ Financial Bid.** Rates will not be changed in any circumstances.

#### 6. OPENING OF TENDERS

- (i) The Technical Bid will be opened on 07-04-2017 (11:00 hrs) in the Conference Hall of O/O Director, WB&S GDC, Survey of India, 13 Wood Street, Kolkata 700 016 (India).
- (ii) The representatives of the tenderers / bidders may attend the opening of tenders along with letter of authority from the respective tenderer / bidder. The date of opening of Financial Bid shall be intimated separately by Fax. / Telephone / E-mail. Only one representative from each bidder will be permitted.

### 7. DEMONSTRATION OF INSTRUMENT

The tenderer will arrange demonstration of instrument, in question, at Survey of India Campus, 13 Wood Street, Kolkata – 700 016 – (INDIA), free of cost, either directly or through authorized Indian Agents / Dealers / Distributors, as the case may be, to verify whether the Instrument meets the accuracy criteria as indicated in the technical specifications given in **Appendix–I**, **Appendix** (Ia) & (Ib) . Short listed tenderers will be required to demonstrate the instruments as per the dates to be intimated to them. No further extension of time will be entertained under any circumstances.

#### 8. 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, 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.

#### 9. 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, is also to be submitted duly signed along with the tender. The warranty will have to be valid for a period of **24 months** after the date of final acceptance (Joint Inspection Report). In case of any break down during the warranty, the period of warranty shall get extended for the period for which instrument remained out of service.

#### 10. GUARANTEE

The instrument should have functional guarantee at least for 3 year from the date of completion of training to Survey of India staff.

#### 11. AGREEMENT

The successful tenderer / Suppliers will be required to sign an agreement on non-judicial stamp paper of Rs.100/- as per specimen at Appendix IV at their own cost.

#### 12. SERVICE MANUAL

Service Manual with Circuit diagram will have to be provided with the instrument.

#### 13. 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 instrument.

#### 14. TRAINING / DEMONSTRATION

The rates quoted should be inclusive of installation and training charges. Training will have to be imparted to Survey of India staff of the Geo-Spatial Data Centers / Directorates at seven selected locations in India by the supplier free of cost for 3 days at each selected site within 3 months from the date of delivery of the instruments and successful acceptance of the instrument.

- 15. For General terms and Conditions of supply, please see APPENDIX II.
- **16.** The tender document can be down loaded free of cost from our website: www.surveyofindia.gov.in.
- 17. Please note that Late Tenders / Delayed Tenders or Postal Delayed Tenders will not be considered at all.
- 18. The Additional Surveyor General, Eastern Zone, Survey of India, 15 Wood Street, Kolkata 700 016 reserves the right to reject / cancel all or any tender without assigning any reason thereof.

CHAIRMAN, PROCUREMENT BOARD, ADDITIONAL SURVEYOR GENERAL, EASTERN ZONE, SURVEY OF INDIA 15 WOOD STREET, KOLKATA-700016

### Break – up details of cost:

SL. NO.	DESCRIPTION OF ITEM	QUANTITY	RATE RS.	COST RS.
1)	(a) Main Instrument Equipment			
	(b) Standard OEM Accessories			
	(c) Optical Spare Parts			
	(d) Mechanical Spare Part			
	(e) Optional Accessories	and the American		
	(f) Total (a) to (e)			

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.35,000/- (Rupees Thirty Five Thousand Only) in the shape of Bank Draft/ Fixed Deposit Receipt / Bank Guarantee valid for six months (validity may require further extention) from the date of submission of the tender of any Nationalized / Commercial Bank in favour of the "Establishment and Accounts Officer, West Bengal & Sikkim GDC, Survey of India, Kolkata" payable at Kolkata, should be submitted except those who are registered with central purchase organization/National small industries corporation along with the TECHNICAL BID. Shortfall in amount of Earnest Money Deposit, if any, will result in rejection of the Tender.

### 2. SECURITY DEPOSIT / PERFORMANCE SECURITY

Successful tenderer will have to furnish Security Deposit @ 10% value of the order / contract in the shape of Fixed Deposit Receipt / Bank Guarantee of any Nationalized / Commercial Bank valid for 18 months from the date of receipt of letter of intent with a provision of further extension in favour of the Establishment and Accounts Officer, West Bengal & Sikkim GDC, Survey of India, Kolkata" payable at Kolkata. An Agreement is also to be signed by the Supplier at their cost on non-judicial stamp paper of Rs.100/- as per specimen at APPENDIX – IV.

#### 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 main Equipment / Instrument, in question, 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 upto final destination till the erection / installation of the Main Equipment / Instrument. 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 thirty days from the date of installation and commissioning / acceptance of the Main Equipment / Instrument 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.

# **APPENDIX-I**

# TECHNICAL SPECIFICATIONS FOR LASER RANGE FINDER

# TOTAL NUMBER OF LASER RANGE FINDER: 56

# a) Laser Range Finder

56

Sl No	Description	Specification
1	Measurement Range	More than 800m, but minimum 10 m.
2	Accuracy	0.8 m upto 500 m and 1 m beyond 500 m range
3	Weight	<=200 gm(Excluding Battery)
4	Power Source	Li Battery (Automatic Power shut off)
5	Magnification (x)	>5
6	Distance display	Horizontal distance, in addition vertical
		measurement in meters (optional)

### **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 / instrument 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/instrument.
- (iii) The purchaser may, if required, see the demonstration of the equipment / instrument installed in other scientific organizations located nearby Kolkata 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.

### 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.

#### 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. APPLICABLE LAW

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

### APPENDIX -III

#### WARRANTY CERTIFICATE

We warrant that every thing 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/instrument, or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter within 24 months form the date of acceptance, we undertake the guarantee to repair/supply free of cost the defective items upto the final destination and the inland expenses borne by the indentor, 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) twelve months after their successful acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises.

	Signature
	Name & Address of Manufacturer / Supplier
Dated	

### APPENDIX -IV

#### AGREEMENT

AGREEMENT				
An	agreement made		ay of	
				which expression shall
include his	legal representatives) of the or	ne part and, Ad	ditional Surveyor	General, Eastern Zone,
Survey of Ir	ndia, Kolkata on behalf of the	President of In	ndia (hereinafter c	alled purchaser) for the
purchase of	the under mentioned articles at	cost mentioned	d against them viz	<b>.:-</b>
	Name of Articles	Qty.	Rate (Rs.)	Total Cost (Rs.)
And	on the terms and conditions her	einafter menti	oned viz:-	
	all stores shall be delivered us, 13 Wood Street, Kolkata – 7		_	are house at Survey of
(a)	That all stores supplied sha with the sample submitted/e. That the inspection of the s Survey of India, 15 Wood Officers deputed by him at must be removed by the costores not accepted shall lie period specified above. The Street, Kolkata – 700 016 slift at the risk of the contract for the space occupied by so	quipment quote tores shall be constructed. Kolkat the place ment ontractor within at the risk of the Addl.S.G., It hall have the rigor and on his a	ed and demo given arried out by the Ata — 700 016 his bioned in Para about a week from the che contractor. If Eastern Zone, Surght to dispose of s	Addl.S.G. Eastern Zone, mself or by a team of ve. The stores rejected a date of rejection. All not removed within the vey of India, 15 Wood such stores as he thinks
(b)	That the time for delivery should the contractor fail to specified in clause (a) and India, 15 Wood Street, Koll mentioned in clause (1) and has failed to deliver as afore	deliver the who up to sample cata – 700 016, d to purchase t	ole/any part of the the Addl.S.G., E , shall have the rig he stores elsewhe	stores within the period astern Zone, Survey of ght to forfeit the deposit are which the contractor

(h) hereof.

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

- (c) That the Addl.S.G., Eastern Zone, Survey of India, 15 Wood Street, Kolkata 700 016 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) (15% value of order) as Performance Security for compliance with the terms and conditions of this contract in the shape of Bank Guarante /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 not with standing any previous waiver of such default or action being taken under any other clause hereof the Addl. S.G., Eastern Zone, Survey of India, 15 Wood Street, Kolkata 700 016 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 won. 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 12 months of warranty from the date of acceptance. However, incase of equipment not working for maximum of 48 hours from the time of reporting to the contractor by the Addl.S.G, Eastern Zone, Survey of India, 15 Wood Street, Kolkata 700 016 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 24 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 and if he is unable or unwilling to act as arbitrator to the arbitration, of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.

2<sup>nd</sup> Witness Address

Signed by the said for and on behalf of the President of India in the presence of 1<sup>st</sup> Witness
Address

2<sup>nd</sup> Witness Address

# BANK GUARANTEE BOND

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 LASER RANGE FINDER(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
the bank) (hereinafter referred to as "the Bank") at the request of
Contractor (s) do nereby 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
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 per2iod 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	ιt
the Government sha	ll have the fullest libe	rty withou	ut our consent and without affecting in any	У
manner our obligatio	ns hereunder to vary as	ny of the te	terms and conditions of the said Agreement o	r
to extend time of pe	erformance by the said	d contracto	tor(s) from time to time or to postpone fo	r
			ercisable by the Government against the said	
<del>-</del>	· -		and conditions relating to the said agreemen	
· · · · · · · · · · · · · · · · · · ·			son of any such variation, or extension being	
			ance, act or commission on the part of the	~
- ·		•	to the said contractor(s) or by such matter o	
_			eties would, but for this provision, have effect	
of so relieving us.		5	the tradition of the provident, have the	
6. This Guarante	ee will not be discharg	ed due to t	the change in the constitution of the Bank o	r
the Contractor(s)/Sup	•			
(-)	I ( - ) -			
7. We, (indicate	the name of the Bank	)	lastly undertake not to revok	e
	its currency except with	th the previ	vious consent of the Government in writing:	
	<b>y r</b>			
Dated the	day of	for	(indicate the name of the Bank)	