



West Bengal & Sikkim Geo-spatial Data Centre,
Survey of India, 13 Wood street, Kolkata – 700016

NOTICE INVITING e-TENDER

TENDER NO: EZO/S-39/15-D/TOPOMOUSE

DATED 23 February, 2018

On the behalf of Surveyor General of India, Director, West Bengal & Sikkim Geo-spatial Data Centre, Survey of India, Kolkata invites online bids under two bid system (Technical bid and Financial bid) for **Procurement of 105 Nos of 3D Photogrammetric Topo-Mouse (For Stereo Digital Photogrammetry software)** from reputed suppliers.

The details of e-Tender with complete terms and conditions are available on the CPP portal i.e. <https://eprocure.gov.in/eprocure/app> as well as on Survey of India website: www.surveyofindia.gov.in (for reference only). **Bids received by offline mode are not acceptable.**

Critical Date Sheet

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|------------------------------|------------------------|
| Published Date | 23.02.2018 (11:05 hrs) |
| Document Download Start Date | 24.02.2018 (11:30 hrs) |
| Document Download End Date | 23.03.2018 (12:00 hrs) |
| Bid Submission Start Date | 12.03.2018 (10:00 hrs) |
| Clarification Start Date | 28.02.2018 (11:00 hrs) |
| Clarification End Date | 07.03.2018 (14:00 hrs) |
| Bid Submission End Date | 26.03.2018 (16:00 hrs) |
| Opening Date (Technical Bid) | 27.03.2018 (10:00 hrs) |

PRE BID CONFERENCE ON - 07.03.2018 (1000 hrs.)

**EQUIPMENT TESTING ON - 5th and 6th April 2018
(1000 hrs to 1600 hrs)**

Tender Fee – Rs. 2500/- (Rupees Two Thousand five hundred only)

For queries / clarifications on content of Tender document, you may kindly contact, West Bengal & Sikkim Geo-spatial Data Centre, Survey of India, Kolkata at phone No **033-22833376** or write to wbs.gdc soi@gov.in. However, any queries relating to the process of online submission of bids relating to CPP portal in general may be directed to CPP portals **24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.**

(SANJAY KUMAR)
Addl SG & Project Director (CMPDI)

1. Instructions to Bidders (ITB)

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|----|--|--|
| 1. | Designation and address of the Officer inviting the tender | Director, West Bengal & Sikkim Geospatial Data Centre, Survey of India, 13 Wood street, Kolkata – 700016. |
| 2 | Venue of opening of Technical Bid | O/o Director, West Bengal & Sikkim Geospatial Data Centre, Survey of India, 13, Wood street, Kolkata – 700016. |
| 3 | Venue of Equipment Testing | O/o Director, West Bengal & Sikkim Geospatial Data Centre, Survey of India, 13, Wood street, Kolkata – 700016. |

1.1 .Detailed Specification of Item :

| Sl. No. | DESCRIPTION | QUANTITY (APPROX.) | REMARKS |
|---------|---|---------------------------------|--|
| 1. | 3D Photogrammetric Topo-Mouse (For Stereo Digital Photogrammetry software) | 105 (One Hundred and five) Nos. | For detailed technical specifications, please see Appendix – I For Delivery destinations, please see Appendix -1A |

The purchaser may increase or decrease the number of 3D Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry Software) at the time of placing supply order.

1.2 The online bid (in English language only) for the above item shall be submitted along with detailed specifications and operational conditions and limits. Offline bids will not be accepted. Instructions for online bid submission are given in Appendix VI.

1.3 Eligibility and Qualification Criteria :- (To be read with Sl. No. 1 of General Terms & Conditions of Supply – Appendix II)

The bidder must possess minimum eligibility criteria mentioned under to participate in the bidding process:-

- The bidder should have minimum 5 years experience in the relevant field of marketing of 3D Photogrammetric Topo-Mouse (For Stereo Digital Photogrammetry Software). In case of Indian Agent/ Bidder recently appointed by the foreign principal (Original Equipment Manufacturer), the OEM should have supplied the 3D Photogrammetric Topo-Mouse (For Stereo Digital Photogrammetry software) to Government of India offices/State government offices/ PSUs in the last 5 years either directly or through their authorized Indian Agent.
- The bidder should have minimum turnover of Rs 2.5 Crores per annum. (To be substantiated with I.T. returns and audited balance sheets).
- Indian manufacturers should be registered with company of Law Affairs under Company's Act.
- Indian Agents representing Foreign Principals should fulfill the provisions of Rule 152 of GFR, 2017.

(e) ISO Certification – The Company offering 3D Photogrammetric Topo-Mouse (For Stereo Digital Photogrammetry Software) should be an ISO Certified Company with Certified Service Centers in India for after sale support.

1.4 The bidder may please note that the bid once submitted will not be allowed to be modified or altered. Completed Bid Document should not have any scope of ambiguity, cutting or overwriting. For inadvertent mistakes, if any, the bidder must strike through erroneous figure/ word and legibly write the correct figure / word and must be authenticated with dated signature of the bidder.

1.5 No consortium or joint venture is permitted. An undertaking in this regard to be furnished by the firm.

1.6 For general terms and conditions of supply, please see Appendix – II.

1.7 The details of e-Tender with complete terms and conditions are available on the CPP portal of Government of India i.e. <https://eprocure.gov.in/e-procure/app> as well as on Survey of India website: www.surveyofindia.gov.in (for reference only) and be may read out carefully before applying the same. Bids received by offline mode are not acceptable.

1.8 **Tender Fee and EMD:** The interested bidders will have to send the DD/BC only to the tune of Rs 2500(non-refundable) towards tender fee and DD/ fixed deposit receipt/ banker's cheque / Bank Guarantee (refer Appendix V(i)) of any scheduled Bank to the tune of Rs.5,00,000/- as security/EMD in favour of "Sr. Accounts Officer, RP&AO, Survey of India, Kolkata" and payable at Kolkata to the following address:

**The Director,
West Bengal & Sikkim Geo-spatial Data Centre,
Survey of India, 13 Wood Street,
Kolkata – 700016**

Tender fee and EMD shall reach West Bengal & Sikkim Geo-spatial Data Centre, Kolkata on or before the date of opening of the tender otherwise the bid will be considered as nonresponsive. The EMD will be refunded to the unsuccessful bidder except L1 and L2 bidders. Scanned copy of Tender fee and EMD shall be uploaded in the respective cover of the online bid document.

1.9 Equipment Testing: Interested Bidders shall submit one set of proposed equipment with all accessories for testing to The Director, West Bengal & Sikkim Geo-spatial Data Centre, Kolkata on or before the date of opening of the tender otherwise the bid will be considered as nonresponsive.

1.10 Incomplete Bids will not be considered at all.

1.11 The Bidders of the following Groups may submit their bid accordingly:-

1.12 GROUP 'A'

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

1.13 GROUP 'B'

Items manufactured in foreign country (showing country of origin) and supplied by the Foreign Manufacturers / Suppliers on Cost Insurance and Freight (CIF) / Carriage and

Insurance Paid To (CIP) basis (for terms & conditions of supply, Annexure 'B'(i) and 'B'(ii) may be referred to).

1.14 **GROUP 'C'**

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

1.15 The Tendering Process and Procurement is subject to the provisions of General Financial Rule 2017, Manual on Policies and Procedure for Purchase of Goods published by Ministry of Finance, Department of Expenditure and related Guidelines issued by CVC and any other Government orders issued from time to time.

Attention of interested Bidders is invited towards Rule 153(iii) of GFR 2017 and Government of India guidelines issued under this rule from time to time, wherein it is specified that:-

- a) For the procurement of goods below Rs 50 lakhs, only local suppliers will be eligible if the Nodal Ministry determines that there is a availability of sufficient local capacity and local competition.
- b) For procurements valued above Rs 50 lakhs or in case of insufficient local capacity and if the lowest bid happens to be from a non local supplier, then the lowest-cost local supplier who is within a margin of 20% of the lowest bid, will be offered an opportunity to match the lowest bid. If the order can be split into more than one supplier, the order will be split between the non-local supplier and the local supplier.

1.16 All categories of bidders must quote the price for delivery at designated consignee Survey of India Offices including all applicable taxes/ duties. Consignee List attached as Appendix I-A.

1.17 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 place.

1.18 Irrespective of detail break-ups of various costs/ taxes, L1 bidder will be decided based on the Grand Total Landed Cost at the Consignee's place.

1.19 No extra cost should be included over and above the quoted price in the financial bid by the vendor after opening of tender/bid under any circumstances.

1.20 Chairman, procurement board reserves the right to reject / cancel all or any tender without assigning any reason thereof.

2. TENDERING/BIDDING PROCESS:

The tenders / bids are to be submitted in three Covers, i.e. Cover-1, Cover-2 & Cover -3.

2.1 Cover – I, titled as '**FEE**' shall contain:

- i) Scanned copy of DD/BC towards tender fee
- ii) Scanned copy of Earnest Money Deposit (EMD)

2.2 Cover – II, titled as ‘**PRE QUAL / TECHNICAL BID**’ shall contain the complete technical qualifications and Commercial terms and conditions of supply etc. & Documents mentioned in para 10 of Annexure A (ii), General Terms & Condition in Appendix-II, Appendix - III and Format given in Annexure-D (except Price Schedule).

2.3 Cover – III, titled as ‘**FINANCIAL BID**’ shall contain:

- i) Price Schedule duly filled in strictly according to the prescribed proforma specified in Annexure A(i) / B(i) / C(i), whichever is applicable. Any deviation will render the financial bid as unresponsive.
- ii) Proforma Invoice from their Foreign Principals showing C.I.F./C.I.P. value of the 3D Photogrammetric Topo Mouse in question (in case of Group C bidders).

2.4 The ‘FEE’, ‘PRE QUAL/TECHNICAL’ and ‘FINANCIAL’ bids shall be filled online in e-procurement portal <https://eprocure.gov.in/eprocure/app> on or before the scheduled date.

2.5 VALIDITY OF RATES

The rates quoted in the bid must remain valid for 120 days (four months) from the date of opening of Technical Bid. Rates will not be changed under any circumstances.

2.6 OPENING OF BIDS

- a) The Bid will be opened on 12 March 2018 (1000hrs) in the o/o Director, West Bengal & Sikkim Geo-spatial Data Centre, Survey of India, 13 Wood street, Kolkata – 700016. The representatives of the Bidder / Bidders may attend the Pre-Bid Meeting, Opening of tenders along with letter of authority from the respective bidder / bidders.
- b) Only one authorized representative from each participating bidder will be allowed to attend.
- c) Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry software) will be tested by the Project Director, CMPDI, West Bengal & Sikkim Geo-spatial Data centre, Survey of India or a committee formed by him on his behalf from 13 to 15 March 2018 between 1000 hrs to 1600 hrs. The test report of 3D Topo Mouse will be submitted to the board. Short listing of qualified bidders meeting the required technical specification and acceptance of the 3D Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry software) will be done based on the above test report. The shortlisted bidders only will participate in subsequent financial bid opening.

2.7 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 Financial 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.

3. DEMONSTRATION/TESTING OF 3D PHOTOGRAMMETRIC TOPO MOUSE

The bidder will arrange demonstration/testing of 3D PHOTOGRAMMETRIC Topo MOUSE, quoted in Bid, at Survey of India Campus free of cost, either directly or through authorized Indian Agents / Dealers / Distributors, as the case may be, to verify whether the

3D Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry software) meets the Technical requirement / criteria as indicated in the technical specifications given in **Appendix-I**.

4. 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 rectified and replaced at the supplier's cost. **All the inland expenses including insurance are to be met by the supplier.**

5. OEM COMPREHENSIVE WARRANTY

The supplier will replace the defective material free of cost, if noticed within the Warranty period. The Warranty Certificate, as per specimen enclosed at Appendix-III, is also to be submitted duly signed along with the Pre Qualification /Technical Bid. The warranty will have to be valid for a period of 3 years after the date of final acceptance (Joint Inspection Report) and on completion of training for 3D Photogrammetric Topo-Mouse (For Stereo Digital Photogrammetry software). In case of any breakdown during the warranty, the period of warranty shall get extended for the period for which equipment remained out of service.

6. COMMITMENT

The 3D PHOTOGRAMMETRIC Topo MOUSE (For Stereo Digital Photogrammetry software) should have functional commitment for 3 years from the date of final acceptance and on completion of training so that there is no breakdown of production for want of 3D Photogrammetric Topo Mouse in operational condition, failing which performance security will be forfeited.

7. AGREEMENT

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

8. SERVICE MANUAL

Standard Service manual and Operational Manual with cable connectivity diagram will have to be provided with the 3D Photogrammetric Topo-Mouse.

9. REPAIR AND MAINTENANCE

The bidder should furnish the detailed information for repair and maintenance facilities as would be extended by them, in case of any necessity. The bidder must specify the normal expected life of the 3D Photogrammetric Topo-Mouse.

10. TRAINING

Training will have to be imparted to Survey of India staff of the Geo-Spatial Data Centers / Directorates at Consignee's Place by the supplier **free of cost** for 5 people for 1 day within 1 month from the date of delivery/successful acceptance of the 3D Photogrammetric Mouse.

11. CORRUPT OR FRAUDULENT PRACTICES

The Board will reject a proposal if it is found that the bidder 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.

**Director, WB & Sikkim Geo-spatial Data Centre,
&
Chairman, Procurement board
Survey of India, 13 Wood street, Kolkata – 700016.**

FINANCIAL BID'

In case of the offer from the Indian Manufacturer / or through their authorized dealers / distributors

Break – up of cost details:

| SL. NO. | DESCRIPTION OF ITEM | QUANTITY | RATE RS. | COST RS. |
|---------|--|----------|-------------|-------------|
| 1) | (a) 3D Photogrammetric Topo-Mouse (For Stereo Digital Photogrammetry software) (b) Standard OEM Accessories (c) Optical Spare Parts (d) Mechanical Spare Parts (e) Optional Accessories (f) Total (a) to (e) | | | |
| 2) | GST as applicable at the time of procurement | | | |
| 3) | Packing & Forwarding charges | | | |
| 4) | Transit Insurance charges (up to the Consignee's site till the date of installation /commissioning of 3D PHOTOGRAMMETRIC Topo-MOUSE (For Stereo Digital Photogrammetry software) / Equipment). | | | |
| 5) | Inland Transportation charges (ON DOOR DELIVERY BASIS) | | | |
| 6) | Service / Handling charges, if any (in case of Authorized Dealers / Distributors only) | | | |
| 7) | Total Cost (on F.O.R. Destination basis) | | | |

NOTE :-

1. Training will have to be imparted to Survey of India staff of the each consignee Geo-Spatial Data Centers / Directorate at Consignee's Place in India for 5 people from each consignee GDC for 1 day 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. 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.

4. During evaluation of price bid, conversion rate on Foreign Currency notified by Reserve Bank of India will be considered on the day of opening the Bid at 10:00 hrs. It is to be confirmed by Bidders 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.**

INSTRUCTIONS TO INDIAN SUPPLIERS

1. PERFORMANCE SECURITY

Successful bidder will have to furnish Security Deposit @ 10% of value of the order/ contract in the shape of account payee demand draft, fixed deposit receipt from a scheduled bank, Bank Guarantee of any scheduled Bank valid for 3 years and 2 months from the date of acceptance of the 3D Photogrammetric Topo mouse after training with a provision of further extension and **within 14 days after the notification of award**, in favour of “ **Sr. Accounts Officer, RP&AO, Kolkata**. 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 Bidder it should be unconditional in all cases.

2. DELIVERY PERIOD

The minimum delivery period required by the supplier from the date of receipt of the Supply Order should be mentioned in the bid and should not be more than 8 weeks from the date of supply order.

3. PACKING

The 3D Photogrammetric Topo-Mouse is to be securely packed as per International standard trade packaging, to avoid damages to the consignment in transit. The packaging charges, if any should be included in the break-up of cost.

4. 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 place till the acceptance of the 3D Photogrammetric Topo-Mouse. The insurance charges should be included in the break-up of cost.

5. ACCESSORIES

Only OEM accessories should be quoted.

6. 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 of cost.

7. PAYMENT

Payment will be made in full, within one month from the date of installation and commissioning / acceptance of the 3D Photogrammetric Topo Mouse and on completion of training to Survey of India personnel by the successful bidder. **No request for advance payment, payment against delivery or payment through Bank against dispatch documents will be considered.**

9. THE FOLLOWING TO BE CONFIRMED IN THE TECHNICAL BID:-

A) VALIDITY OF OFFER

B) FREE DEMONSTRATION OF 3D PHOTOGRAMMETRIC MOUSE

- C) INSPECTION
- D) WARRANTY
- E) GUARANTEE
- F) SERVICE / OPERATIONAL MANUAL
- G) REPAIR & MAINTENANCE AFTER SALES SERVICE FACILITIES)
- H) INSTALLATION/TRAINING

10. DOCUMENTS TO BE SUBMITTED : - Following Documents are 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) Supply orders from Govt. (State or Central)/ PSUs for supply of this item.

FINANCIAL BID

In case of offer from the Foreign Manufacturer / Supplier against CIF/CIP Cost.

Break-up of cost details of stores

In Foreign Currency

1. 3D PHOTOGRAMMETRIC Topo-MOUSE
 - (a) Standard OEM Accessories
 - (b) Optical Spare Parts
 - (c) Mechanical Spare Parts
 - (d) Optional Accessories
 - (e) Total (a) to (e)
 - (f) Inland Packing / forwarding & transportation charges up to consignor's Air Port, if any
 - (g) FOB Cost
 - (h) Agency Commission payable to the Indian Agent in Indian Currency
 - (i) NET FOB Cost (h) – (i)
 - (j) Insurance charges (Approx.)
 - (k) Air Freight (Approx.)
 - (l) NET CIF/ CIP Cost (Indian Ports)
 - (m) Plus Agency Commission [as per Col. (i)]
 - (n) Total CIF/CIP Value
 - (o) Other charges upto Consignee place if any
 - (p) Grand Total Cost at Consignee's place.
2. Please also intimate:-
 - (i) Approx. Net weight of 3D Photogrammetric Topo Mouse with standard Accessories etc.
 - (ii) Approx. gross weight of 3D Photogrammetric Topo Mouse with standard Accessories etc.
3. Training will have to be imparted to Survey of India staff of the each consignee Geo-Spatial Data Centers / Directorate at Consignee's Place in India for 5 people from each consignee 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 .
5. During evaluation of price bid, conversion rate on Foreign Currency notified by Reserve Bank of India will be considered on the day of opening the Bid at 10:00 hrs. It is to be confirmed by Bidders 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.**

INSTRUCTIONS TO FOREIGN SUPPLIER

1. DELIVERY PERIOD

3D Photogrammetric Topo Mouse 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 3D PHOTOGRAMMETRIC Topo MOUSE (FOR STEREO DIGITAL PHOTOGRAMMETRY SOFTWARE) during transit.

3. INSURANCE

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

4. 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 advance payable will earn interest at the rate specified by the Bank. The remaining 10% payment will be released / made after inspection and acceptance of the 3D Photogrammetric Topo Mouse 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 Bidder 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.

5. PERFORMANCE SECURITY

After receipt and inspection of material and before release of Bank Guarantee and 10% balance amount, submission of Performance Security of 10% value of the total amount of the purchase order for a period of 3 years from the date of supply is mandatory by the foreign supplier to ensure satisfactory function of the equipment. In case of Bank Guarantee submitted by the Bidder it should be unconditional in all cases. The Bank Guarantee must be valid for a period of 3 years and 2 months from the date of acceptance of the 3D Photogrammetric Topo mouse after training with a provision of further extension and **within 14 days after the notification of award**, in favour of " **Sr. Accounts Officer, RP&AO, Kolkata.**

6. AGENCY COMMISSION

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

7. THE FOLLOWING TO BE CONFIRMED IN THE TECHNICAL BID:-

- (a) VALIDITY
- (b) FREE DEMONSTRATION OF 3D PHOTOGRAMMETRIC TOPO MOUSE
- (c) INSPECTION
- (d) WARRANTY
- (e) GUARANTEE
- (f) SERVICE / OPERATIONAL MANUAL
- (g) REPAIR & MAINTENANCE (AFTER SALES SERVICE FACILITIES)
- (h) INSTALLATION / TRAINING

FINANCIAL BID

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 3D Photogrammetric Topo MOUSE (For Stereo Digital Photogrammetry software) 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 warehouse. | Rs. |
| | (g) Agent commission, if any | Rs. |
| | Total (2)=(e+f+g) | Rs. |
| 3 | Grand Total (1) + (2) | Rs. |
| 4 | GST | Rs. |
| 5 | Entry Tax | Rs. |
| 6 | Total Landed Cost of 3D Photogrammetric Topo Mouse at the Consignee's place. (3+4+5). | Rs. |

Notes :-

1. * Customs Duty Rates applicable will be verified by the vendors.
2. 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.
3. 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.
4. 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.
5. During evaluation of price bid, conversion rate on Foreign Currency notified by Reserve Bank of India will be considered on the day of opening the Bid at 10:00 hrs. It is to be confirmed by Bidders 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**.

Instructions to Authorised Indian Agent of the Foreign Manufacturer / Supplier

1. FOREIGN EXCHANGE RATES

During evaluation of price bid, conversion rate on Foreign Currency notified by Reserve Bank of India will be considered on the day of opening the Bid at 10:00 hrs. It is to be confirmed by Bidders 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.**

2. PERFORMANCE SECURITY

Successful bidder will have to furnish Security Deposit @ 10% of value of the order/ contract in the shape of account payee demand draft, fixed deposit receipt from a scheduled bank, Bank Guarantee of any scheduled Bank valid for 3 years and 2 months from the date of acceptance of the 3D Photogrammetric Topo mouse after training with a provision of further extension and **within 14 days after the notification of award**, in favour of “ **Sr. Accounts Officer, RP&AO, Kolkata.** 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 Bidder it should be unconditional in all cases.

4. PAYMENT

100% payment in Indian Rupees will be made within one month from the date of acceptance of the 3D Photogrammetric Topo Mouse and completion of training. It is to be confirmed that our terms of payment are acceptable. No request for advance payment against delivery or payment through Bank against dispatch documents will be considered.

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

**INFORMATION ABOUT THE BIDDER
(TO BE SUBMITTED ALONG WITH Technical Bid)**

| | | |
|-----|--|---|
| 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 | Address of Authorized branches of the Firm/ Company, In India | |
| 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 five years in Rs.(Year Wise).(Supporting documents to be attached) | |
| 11 | List of Existing Clients (Govt. / PSU / Major Client). (Supporting documents to be attached) | |
| 12 | If already doing business with SOI give details | |
| (a) | Item | |

| | | |
|-----|---|--|
| | | |
| (b) | Since when | |
| 13 | If you are registered with DGS&D /GeM 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 (DGS&D or any Ministry/Department of Govt of India.) (<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) | GST 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 all terms & conditions of Contract as contained in this tender document 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 in absolute discretion to 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 OF 3D PHOTOGRAMMETRIC TOPO-MOUSE

Total number of 3D Photogrammetric Topo Mouse Supports Windows 7 and above, x32 & x64 bits- 105 (One hundred and Five).

3D Photogrammetric Topo Mouse with following accessories:

1. 3D Photogrammetric Topo-Mouse (12 buttons or higher): **105 Numbers**
(For Digital Stereo Photogrammetry Software)

2. **3D Photogrammetric Topo Mouse description:**

The 3D Photogrammetric Topo-Mouse is a hand-held device for extracting Photogrammetric graphical and height details in 3D from stereo imagery/ Stereo Photography. It should be compatible with the LPS 2017 Suite Stereo Digital Photogrammetric software and Digital Image Processing Workstation with ERDAS IMAGINE 2017 software.

3. **Specifications:**

- High-precision X, Y optical/laser navigation with a user selectable resolution for smooth and accurate position control
- High resolution Z control
- Resolution:
 - X, Y movement –adjustable upto 1600 counts per inch
 - Z control large thumb wheel for Z-axis positioning – upto 1200 counts per revolution
- Trigger buttons that allow for data collection or similar quick events.
- Function keys for customizing configuration, setting parameters, change modes, allocation of operations according to user preference and perform ease of feature collection and DTM editing process and other miscellaneous functions.
- Flexible, Customized Controls for Efficient Data Input.
- Soft-acting force, high-reliability buttons.
- 2 – 3 m USB cable with strain relief.
- New direct USB data interface available.

4. **Miscellaneous:**

- Small size and simple ergonomic design to reduce hand fatigue and errors.
- Teflon[®] treated mouse pad.
- CD with software and user manual.
- Quick installation guide.

Important Notes:

- Only reputed brands should be quoted
- ISO Certifications: The Company offering 3D Photogrammetric Topo Mouse 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 3 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.
- Testing of the equipment is compulsory before technical acceptance by the Technical Evaluation Committee.
- Vendors will demonstrate the 3D Photogrammetric Topo Mouse capability by conducting trials to the Technical Evaluation Committee.
- While quoting price bid for 3D Photogrammetric Topo Mouse only single model that meets the technical specifications should be quoted by a vendor in a tender.

Accepted the above-mentioned technical Specification under APPENDIX I of the tender for our item of supply.

Signature of Bidder

Name:

Address:

**CONSIGNEE LIST WITH DETAILS OF ADDRESS FOR DELIVERY OF
105 NUMBERS OF PROFESSIONAL 3D PHOTOGRAMMETRIC TOPO MOUSE**

| SI No. | Name of GDC | Address of Consignee | Quantity |
|---------------|---|---|-----------------|
| 1 | Punjab, Haryana & Chandigarh Geo-spatial Data Centre | Director, Punjab, Haryana & Chandigarh Geo-spatial Data Centre, Survey of India, Survey Complex, Dakshin Marg, Sector 32 A, CHANDIGARH , PIN - 160 030. Email: phc.gdc soi@gov.in Tel: +91-172- 2602607 Fax: +91-172-2604671. | 5(Five) |
| 2 | Himachal Pradesh Geo-spatial Data Centre | Director, Himachal Pradesh Geo-spatial Data Centre, Survey of India, SOI Complex, Dakshin Marg, Sector 32 A, CHANDIGARH , PIN - 160 030. Email: hp.gdc soi@gov.in Tel: +91-172- 2613398 Fax: +91-172-2607580. | 7(Seven) |
| 3 | Uttarakhand & West Uttar Pradesh Geo-spatial Data Centre, | Director, Uttarakhand & West Uttar Pradesh Geo-spatial Data Centre, Survey of India, 17 E.C. Road, Post Box No. 122, DEHRA DUN PIN - 248001 Email: ukgdc.ddn soi@gov.in Tel: +91-135- 2749621 Fax: +91-135-2656402. | 6(Six) |
| 4 | East Uttar Pradesh Geo-spatial Data Centre | Director, East Uttar Pradesh Geo-spatial Data Centre, Survey of India, Manchitra Bhawan, 5 - Vibhuti Khand, Gomti Nagar, LUCKNOW PIN - 226 010, UP. Email: up.gdc soi@gov.in Tel: +91-522- 2720740 Fax: +91-522-2720634. | 4(Four) |
| 5 | Survey (Air) & Delhi Geo-spatial Data Centre | Director, Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, 2 nd Floor, West Block No.4, R.K. Puram, NEW DELHI PIN - 110 066. Email: delhi.gdc soi@gov.in Tel: +91-11- 26107795 Fax: +91-11-26196301. | 9(Nine) |
| 6 | Jammu & Kashmir Geo-spatial Data Centre | Director, Jammu & Kashmir Geo-spatial Data Centre, Survey of India, Golf Course Road, Nagrota (J&K) PIN – 181221 Email: jk.gdc soi@gov.in Tel: +91-191- 2674991 Fax: +91-191-2674884. | 3(Three) |
| 7 | Assam & Nagaland Geo-spatial Data centre | Director, Assam & Nagaland Geo-spatial Data centre, Survey of India, Nidhi Bhawan, 2 nd Floor, Lalmati, National Highway-37, GUWAHATI, PIN-781 029. Email: assam.gdc soi@gov.in Tel: +91-361- 2302771 Fax: +91-361-2302725. | 6(Six) |
| 8 | Tripura, Manipur and Mizoram Geo-spatial Data Centre | Director, Tripura, Manipur and Mizoram Geo-spatial Data Centre, Survey of India, Kendriya Sadan 5th Floor Chirukandi Road, Tarapur SILCHAR (Assam), PIN - 788 003 Email: tmmz.gdc soi@gov.in Tel: +91-3842- 241132 Fax: +91-3842-240911. | 3(Three) |

| | | | |
|----|--|--|------------------|
| 9 | Bihar Geo-spatial Data Centre | Director, Bihar Geo-spatial Data Centre, 164, Sheikhpura House (Near JD Women's College), Baily Road Sheikhpura, PO- B.V. College, PATNA PIN - 800 014, Email: bihar.gdc soi@gov.in Tel: +91-612- 2280261 Fax: +91-612-2280265. | 4(Four) |
| 10 | Karnataka Geo-spatial Data Centre | Director, Karnataka Geo-spatial Data Centre, Survey of India, PB No. 3403, Sarjapur Road, Koramangala, 2nd Block, BANGALORE PIN -560034, Email: karn.gdc soi@gov.in Tel: +91-80- 25534364 Fax: +91-80-25533595. | 6(Six) |
| 11 | Kerala and Lakshadweep Geo-spatial Data Centre | Director, Kerala and Lakshadweep Geo-spatial Data Centre, Survey of India, CGO Complex, Poonkulam, Vellayani PO, THIRUVANANTHAPURAM PIN – 695522 Email: ker.gdc soi@gov.in Tel: +91-471- 2483146 Fax: +91-471-2481852. | 4(Four) |
| 12 | Rajasthan Geo-spatial Data Centre | Director, Rajasthan Geo-spatial Data Centre, Survey of India, Great Arc Bhawan-I, Sector-10, Plot 19, Vidyadhar Nagar, JAIPUR PIN -302 039, Email: raj.gdc soi@gov.in Tel: +91-141- 2236840 Fax: +91-141-2236286. | 7(Seven) |
| 13 | Gujarat, Daman & Diu Geo-spatial Data Centre | Director, Gujarat, Daman & Diu Geo-spatial Data Centre, Survey of India, Sir Creek Bhavan, Sector 10-A, P.O. Box No. 1, GANDHINAGAR PIN – 382010, Email: gdd.gdc soi@gov.in Tel: +91-79- 23238469 Fax: +91-79-23237518. | 4(Four) |
| 14 | Indian Institute of Surveying & Mapping | Additional Surveyor General, Indian Institute of Surveying & Mapping, Survey of India, Uppal, HYDERABAD (Telangana) PIN-500 039, Email: iism soi@gov.in Tel: +91-40- 27201503 Fax: +91-40-27200286. | 13 (Thirteen) |
| 15 | National Geo-spatial Data Centre | Director, National Geo-spatial Data Centre, PB-200, Block 6, Hathibarkala Estate, DEHRADUN PIN - 248 001, Email: ngdc soi@gov.in Tel: +91-135- 2745566 Fax: +91-135-2747623. | 7(Seven) |
| 16 | GIS & Remote Sensing Directorate | Director, GIS & Remote Sensing Directorate, Survey of India, Uppal, HYDERABAD PIN - 500 039, Email: gisrs soi@gov.in Tel: +91-40- 27207476 Fax: +91-40-27200430. | 4(Four) |
| 17 | Digital Mapping Centre | Director, Digital Mapping Centre, 17 EC Road, GBO Complex, DEHRADUN, PIN - 248 001. Email: dmc soi@gov.in Tel: +91-135- 2656945 Fax: +91-135-2656945. | 2(Two) |

| | | | |
|----|--|--|---------|
| 18 | Geo information System Technology Centre (GISTC, SGO Cell) | I/C Geo information System Technology Centre, Hathibarkala Estate, Dehra Dun, Uttarakhand, PIN-248001. Email: sgo.gistc.soi@gov.in Tel: +91-135- 2749026 Fax: +91-135-2741806. | 6(Six) |
| 19 | West Bengal & Sikkim Geo spatial Data Centre | Director, West Bengal & Sikkim Geo spatial Data Centre, Survey of India, 13-Wood Street, Kolkata , PIN - 700016, Email: wbs.gdc.soi@gov.in Tel: +91-33- 22872156 Fax: +91-33-22879038. | 5(Five) |

Accepted the above-mentioned destination under APPENDIX IA of the tender for our item of supply.

Signature of Bidder

Name:

Address:

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

- 1.1 The bidder should have minimum 5 years experience in the relevant field of marketing of 3D Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry Software). In case of Indian Agent/ Bidder recently appointed by the foreign principal (Original Equipment Manufacturer), the OEM should have supplied the 3D Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry software) to Government of India offices/State government offices/ PSUs in the last 5 years either directly or through their authorized Indian Agent.
- 1.2 The bidder should have minimum turnover of Rs 10 Crores per annum. (To be substantiated with I.T. returns and audited balance sheets).
- 1.3 Indian manufacturers should be registered with company of Law Affairs under Company's Act.
- 1.4 Indian Agents representing Foreign Principals should fulfill the provisions of Rule 152 of GFR, 2017.
- 1.5 ISO Certification – The Company offering 3D Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry Software) should be an ISO Certified Company with Certified Service Centers in India for after sale support.

2. COUNTRY OF ORIGIN

- 2.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules.
- 2.2 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.
- 2.3 The origin of Goods and Services is distinct from the nationality of the supplier.

3. FORMAT AND SIGNING OF BID

- 3.1 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 be 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.
- 3.2 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

State that quotation has been submitted 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 of the Tender Document.

PART – II

- (a) **Financial 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 3 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/3D Photogrammetric Topo Mouse tendered for by you or that you will arrange to provide such facilities simultaneously with the supply of the equipment / 3D Photogrammetric Topo Mouse
- (g) Please confirm that you undertake the supplies of necessary maintenance of equipment / 3D Photogrammetric Topo Mouse 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 / 3D Photogrammetric Topo Mouse 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 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.
- (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 Bidder)

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 Bidder)

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 reserve 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 purchaser 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 and binding for both the parties.

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/ 3D Photogrammetric Topo Mouse (For Stereo Digital Photogrammetry software) or defective supply not conforming to the specifications if observed at the time of final inspection, and thereafter within three 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) after 36 months of 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 Project Director, CMPDI & Director, WB&S GDC, Kolkata, 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.) |
|---|----------------------------|-------------------|-------------------------|
| 3D Photogrammetric Topo Mouse(For Stereo Digital Photogrammetry software) | 105 (One hundred and five) | | |

And on the terms and conditions hereinafter mentioned viz:-

That all stores shall be delivered free of cost at consignee’s address as per Appendix-1A.

- (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 consignee himself or by a team of Officers deputed by him at the place mentioned 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, Project Director, CMPDI & Director, WB&S GDC, Kolkata, or consignee 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 delivery period specified(8 weeks). Project Director, CMPDI & Director, WB&S GDC, Kolkata shall have the right to forfeit the deposit 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 other provisions of this contract.
- (c) That the Project Director, CMPDI & Director, WB&S GDC, Kolkata or consignee, 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 valid for 3 years 2 months.
- (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 Project Director, CMPDI & Director, WB&S GDC, Kolkata 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 fully responsible for efficient operation of equipment for a period of 36 months of warranty from the date of acceptance. However, incase of any breakdown during the warranty, the period of warranty shall get extended to the extent of the period for which equipment remained out of service.
- (k) Incase of any latent defect, which is noticed later on within a period of 36 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 3D Photogrammetric Topo Mouse FOR STEREO DIGITAL PHOTOGRAMMETRY SOFTWARE)(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 Bidder is unconditional in all cases. The Bank Guarantee / Security Deposit is valid for a period of 3 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 "bidder")
 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 bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the bidder 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 upto 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

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION :

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link “**Click here to Enroll**” on the CPP Portal is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / NIC/ (n)Code / eMudhra / Capricon etc.), with their profile.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- vii)

SEARCHING FOR TENDER DOCUMENTS:

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder.

This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the tender fee /EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to Tender Inviting Office i.e. **The Director, West Bengal & Sikkim Geo-spatial Data Centre, Survey of India, Kolkata** latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Financial Bid provided with tender document format to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids online in the format provided with this tender and no other format is acceptable.
- vi) Bidders are required to download the Financial bid format provided with tender document file, fill with their respective financial quotes and other details (such as name of the bidder). Once the details have been completed, the bidder should sign it and submit it online, without changing the filename in the respective cover. If financial bid

format provided with tender document file is found to be modified by the bidder, the bid will be rejected.

vii) The serve time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

viii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

ix) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

x) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

xi) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **Number 0120-4200462, 0120-4001002, 0120-4001005**