

Office of the Surveyor General of India Hathibarkala Estate, PO Bag No 37, Dehradun- 248001

NOTICE INVITING e-TENDER

TENDER NO: S-2811 / 752-Workstation	Dated 25th July, 2018

On the behalf of Surveyor General of India, Deputy Surveyor General, Office of Surveyor General of India, Survey of India, Dehra Dun invites online bids under two bid system (Technical bid and Financial bid) for **Procurement of 20 Nos. of High Level Work Stations** for large scale mapping for Haryana from reputed suppliers.

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

Critical Date Sheet

Prebid meeting	8.08.2018 (10:00 hrs)
Clarification End Date	7.08.2018 (16:00 hrs)
Last Date & time of Receipt of Bid	27.08.2018 (10:00 hrs)
Date & time for opening of Technical Bid	29.08.2018 (10:00 hrs)

For queries / clarifications on content of Tender document, please contact, Deputy Surveyor General, Surveyor General Office, Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand) 248001 on email <u>sgo.technical.soi@gov.in.</u> 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.**

Deputy Surveyor General Surveyor General Office Survey of India, Dehra Dun

1. Instructions to Bidders (ITB):

1	1.	Designation and address of the Officer inviting the tender	Deputy Surveyor General, Surveyor General Office, Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand) 482001
2	2.	Venue of opening of Technical Bid	Conference Hall, Surveyor General Office, Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand) 482001
	3	Pre Bid Meeting	Conference Hall, Surveyor General Office, Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand) 482001

1.1 .Detailed Specification of Item:

Sl. No.	Description	Quantity	Remarks
1	Procurement of High Level Work Stations	20 (Twenty)	For detailed technical specifications please see Appendix-I For delivery destination, please see Appendix-1A

The purchaser may increase or decrease the number of High Level Work Stations at the time of placing supply order.

- 1.2 The bid document is available online and bids are to be submitted online through the e-procurement portal <u>https://eprocure.gov.in/eprocure/app</u> only. Bids submitted in any other manner will not be accepted. Bidders are required to obtain Digital signature from designated firms (available on e-proc). Portal and then register with the Government of India e-procurement platform and submit bids by using their user ID and Digital Signature.
- 1.3 Bids must be submitted online on <u>https://eprocure.gov.in/eprocure/app</u> (website) on or before the date and time for receipt of bids, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
- 1.4 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 1.5 Other details can be seen in the bidding document. Survey of India shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Survey of

India shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

- 1.6 The online bid (in English language only) for the above item shall be submitted along with detailed specifications. Offline bids will not be accepted. Instructions for online bid submission are given in Appendix VI.
- 1.7 A pre-bid meeting will be held on **8/8/2018 at 10:00 hrs**. at the O/o Surveyor General Office, Survey of India, Hathibarkala Estate, Dehradun (Uttarakhand), India 248001 to clarify the issues and to answer queries on any matter.
- 1.8 Clarification on the bidding document: A prospective Bidder may ask any clarification on the Bidding Documents. Description of clarification sought and the response of the Survey of India shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should Survey of India deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
- 1.9 Amendment of the bidding document: At any time prior to the deadline for submission of bids, the Survey of India may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum". Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Survey of India may, at its discretion, extend the deadline for the submission of bids.
- 1.10 **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 experience in the relevant field of a. marketing of High Level Work Stations during last 05 years (Period to be counted from April 2013 to March 2018). In case of Indian Agent/ Bidder the Equipment appointed by foreign principal/Original recently Manufacturer), the OEM should have supplied High Level Work Stations India/abroad in last 5 years. The bidder should have experience of successfully completing similar works i.e supply, installation and commissioning of High Level Work Stations during the last 05 years.
- (b) The bidder should have minimum turnover of Rs 10 Crore in each of the last three financial years (2015-16, 2016-17 and 2017-18). Relevant proof in support shall be submitted including I.T. returns and audited balance sheets.
- (c) Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less than Rs.10 Crore.
- (d) Indian manufacturers should be registered with company of Law Affairs under Company's Act.
- (e) Indian Agents representing Foreign Principals should fulfill the provisions of

Rule 152 of GFR, 2017.

- (f) ISO Certification The Company offering High Level Work Station should be an ISO Certified Company with Certified Service Centers in India for after sale support.
- (g) The bidder must have successfully supplied, installed and commissioned at least 100% of the quantity specified in the bid with all subcomponents and necessary hardware and software in any one of the last 3 Financial Years i.e. 2015-16 to 2017-18, which must be in satisfactory operation for at least 6 months on the date of bid opening. List of supplied & installed equipment shall include:
 - Name and address of Purchaser with contact details as email address/ Phone No.
 - Contract No. and Date.
 - Equipment/items ordered/supplied & installed with their respective quantities.
 - Scheduled completion date and actual completion date.
 - Details of Complaint, if any, received from the purchaser about the performance of the Equipment/items.
- (h) The equipment supplied should be from well-known manufacturer & of recent model with proven reliability in the field for at least one-year of operation. The equipment supplied must have minimum life period of 7 years. The bidder is to give undertaking that availability of spares & services will be ensured in case the equipment is obsolete in between the period. The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the requirements of the Purchaser.
- 1.11 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.
- 1.12 No consortium or joint venture is permitted. An undertaking in this regard to be furnished by the firm.
- 1.13 For general terms and conditions of supply, please see Appendix II.
- 1.14 The details of e-Tender with complete terms and conditions are available on the CPP portal of Government of India at URL: <u>https://eprocure.gov.in/eprocure/app</u> and may be read out carefully before applying the same. Bids received by offline mode are not acceptable and shall be rejected.

1.15 **EMD**: The interested bidders will have to send DD/ fixed deposit receipt/ banker's cheque / Bank Guarantee (refer Appendix V(i)) of any scheduled Bank to the tune of Rs.20,00,000/- (Rs. Twenty Lakhs) as security/EMD in favour of "Sr. Accounts Officer, CP&AO, Survey of India", Dehradun and payable at Dehra Dun to the following address:

Surveyor General Office Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand) – 482001

EMD shall reach Surveyor General Office, Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand) – 482001 on or before the date of opening of the tender otherwise the bid will be considered as non-responsive and shall be rejected. The EMD will be refunded to the unsuccessful bidder except L1 and L2 bidders. Scanned copy of EMD shall

be uploaded in the respective cover of the online bid document. The EMD will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. The EMD of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security. The Bid Security may be forfeited if the successful Bidder fails to sign the Contract and furnish a Performance Security.

1.16 Incomplete Bids will not be considered at all.

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

1.18 **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).

1.19 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).

1.20 **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).

1.21 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 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.

1.22 All categories of bidders must quote the price for delivery at designated consignee address including all applicable taxes/ duties. Consignee address attached as Appendix I-A.

1.23 Indian Agents representing Foreign OEM or subsidiary office of Foreign OEM in India must quote in Indian Rupees only under <u>Annexure C (i)</u>. In this case also the Total Landed Cost must be at Consignee's place.

1.24 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.

1.25 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.

1.26 Survey of India 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 two Covers, i.e. Cover-1 & Cover-2.

2.1 Cover – I, titled as '**FEE/PRE QUAL / TECHNICAL BID**' shall contain the i) Scanned copy of Earnest Money Deposit (EMD) ii) Complete technical qualifications and Commercial terms and conditions of supply etc. & Documents mentioned in para 9 of Annexure A (ii), General Terms & Condition in Appendix-II, Appendix - III and Format given in Annexure-D (except Price Schedule).

The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive

2.2 Cover – II, 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 High Level Work stations in question (in case of Group C bidders).

2.3 The 'FEE/ PRE QUAL/TECHNICAL' and 'FINANCIAL' bids shall be filled online on eprocurement portal URL: <u>https://eprocure.gov.in/eprocure/app</u> on or before the scheduled date.

2.4 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. A bid valid for a shorter period shall be rejected by the Survey of India as non-responsive. In exceptional circumstances, prior to the expiration of the bid validity period, the Survey of India may request bidders to extend the period of validity of their bids.

2.5 OPENING OF BIDS

- a) The Bid will be opened on **29-08-2018 (10:00hrs)** in the Conference Hall, Surveyor General Office, Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand).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) The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of

the Bids.

2.5.1 Technical bid and original documents submitted shall be first scrutinized, examined and evaluated. Any clarification, if necessary, may be asked from the bidder to assist in the examination, evaluation and comparison of the bids. Any effort by a Bidder to influence in the examination, evaluation, comparison, and post-qualification of the bids may result in the rejection of its Bid. If a Bidder does not meet the qualifying criteria, Evaluation and Qualification Criteria, its Bid shall be rejected. Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

2.5.2 The Financial Part of Bid whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria will be opened at the public opening of Financial Parts. The date and time of the public opening of the Financial Parts of the Bids will be notified to the bidders. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend. In the event of the specified date of bid opening being declared a holiday for the Survey of India, the bids will be opened at the appointed time and location on the next working day.

2.5.3 The Survey of India shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid. Survey of India reserves the right to accept or reject any bid.

2.5.4 The contract shall be awarded to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. At the time the Contract is awarded, the Survey of India reserves the right to increase or decrease the quantity of Goods.

2.5.5 Prior to the expiration of the period of bid validity, the successful Bidder will be notified in writing that its Bid has been accepted. Within fourteen (14) days, the successful Bidder shall sign, date, and return it to the Survey of India and shall furnish the Performance Security. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

2.6 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. Installation, testing and Commissioning of Equipment:

The bidder will arrange Installation, testing and Commissioning of High Level Work Stations, quoted in Bid, at the project site free of cost, either directly or through authorized Indian Agents / Dealers / Distributors, as the case may be, to verify whether the **delivered equipment 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 5 years after the date of final acceptance (Joint Inspection Report). 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 Professional High Level Work Stations should have functional commitment for 5 years from the date of final acceptance so that there is no breakdown of production for want of High Level Work station in operational condition, failing which performance security will be forfeited.

7. AGREEMENT

The successful Bidders / Suppliers will be required to sign an agreement on nonjudicial 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 detailed specifications/diagrams if any of the High Level Work Stations will have to be provided with the High Level Work Stations.

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 High Level Work stations.

10. 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.

> Deputy Surveyor General, Surveyor General Office Survey of India, Hathibarkala Estate, Dehra Dun – 248001.

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) High Level Work Stations (b) Standard OEM Accessories (c) Spare Parts (d) Total (a) to (c)	20			
2)	GST as applicable at the time or procurement	f			
3)	Packing & Forwarding charges				
4)	Transit Insurance charges (up to the Consignee's site till the date of installation /commissioning of High Level Work Stations	ı			
5)	Inland Transportation charges (ON DOOR DELIVERY BASIS)				
6)	Service / Handling charges, if any (in case of Authorized Dealers / Distributors only)	9			

7) Total Cost (on F.O.R. Destination basis)

<u>NOTE</u> :-

1. The rates approved by the purchaser are final and no further payment will be done irrespective of any increase in Taxes etc. The supplier will have to bear the cost at his own. The purchaser will not be held responsible for such obligation.

2. The rates approved are inclusive of all prevailing taxes which are to be levied, any noninclusion of such amount/Tax will be the liability of supplier. 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.

3. 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 Financial 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 5 years and 2 months from the date of acceptance of the High Level Work Stations with a provision of further extension and within 14 days after the notification of award, in favour of Sr. Accounts Officer, CP&AO, Dehradun and payable at Dehra Dun. An Agreement is also to be signed by the Supplier at their cost on non-judicial stamp paper of appropriate value as per specimen at Appendix – IV. In case of Bank Guarantee submitted by the 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 Equipment 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 Equipment. The insurance charges should be included in the breakup 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 and acceptance of the High Level Work Stations by the successful bidder. *No request for advance payment, payment against delivery or payment through Bank against dispatch documents will be considered.*

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

- A) VALIDITY OF OFFER
- B) FREE DEMONSTRATION OF HIGH LEVEL WORK STATIONS

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

9. 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 as an approved Government Supplier or registered as a Small Scale Unit with Small Scale Industries.
- iii) Latest Sales Tax Clearance Certificate. Registration details of the company under GST, local and Central Sales Tax, and other laws as may be applicable.
- iv) Company's PAN and Latest Income Tax clearance certificate and ward/circle where it is being assessed
- v) In case of wholesale dealers / distributors / agents, authority letter (in original) from their Principals / OEMs.
- 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.
- viii) Non-manufacturer bidders will submit the bid specific manufacturer's authorization Form (MAF)
- ix) All documents required in : Eligibility & Qualification Criteria

ANNEXURE 'B' (i)

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

- a. High Level Work Stations
- b. Standard OEM Accessories
- c. Spare Parts
- d. Total (a) to (c)
- e. Inland Packing / forwarding & transportation charges up to consignor's Air Port, if any
- f. FOB Cost
- g. Agency Commission payable to the Indian Agent in Indian Currency
- h. NET FOB Cost (f) (g)
- i. Insurance charges (Approx.)
- j. Air Freight (Approx.)
- k. NET CIF/ CIP Cost (Indian Ports)
- I. Plus Agency Commission [as per Col. (g)]
- m. Total CIF/CIP Value
- n. Other charges upto Consignee place if any
- o. Grand Total Cost at Consignee's place.
- 2. Please also intimate:-
 - (i) Approx. Net weight of High Level Work Stations with standard Accessories etc.
 - (ii) Approx. gross weight of High Level Work Stations with standard Accessories etc.
- 3. 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 .
- 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 Financial 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

High Level Work Stations will have to be supplied within 8 weeks after the date of opening of Letter of Credit and issue of Supply Order.

2. PACKING

The consignment is required to be securely packed as per international standard trade practices to avoid damages to the Equipment 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 Equipment 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 supplier or authorized Indian 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 5 years from the date of supply is mandatory by the foreign supplier to ensure satisfactory function of the High Level Work Stations. 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 5 years and 2 months from the date of acceptance of the High Level Work Stations with a provision of further extension and within 14 days after the notification of award, in favour of "Sr. Accounts Officer, CP&AO, Dehradun and payable at Dehra Dun.

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 HIGH LEVEL WORK STATIONS
- (c) INSPECTION
- (d) WARRANTY
- (e) GUARANTEE
- (f) SERVICE / OPERATIONAL MANUAL
- (g) REPAIR & MAINTENANCE (AFTER SALES SERVICE FACILITIES)
- (h) INSTALLATION / COMMISSIONING/TRAINING

FINANCIAL BID

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

1. C.I. F. / C.I.P. Value In Indian Currency

(a)	Basic Cost of High Level Work Stations	Rs.
(b)	with standard OEM Accessories 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

Survey of India will provide customs duty exemption certificate under customs circular No. 51/96

(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.	
Tota	al (2)=(e+f+g)	Rs.	
3 Gra	nd Total (1) + (2)	Rs.	
4 GS1	-	Rs.	
5 Entr	y Tax	Rs.	
	al Landed Cost of High Level Work Stations le 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 <u>separately and clearly</u>, 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 Fin 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 Authorized 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 Financial 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 5 years and 2 months from the date of acceptance of High Level Work Stations with a provision of further extension and within 14 days after the notification of award, in favour of "Sr. Accounts Officer, CP&AO, Dehradun and payable at Dehra Dun. An Agreement is also to be signed by the Supplier at their cost on non-judicial stamp paper of appropriate value as per specimen at Appendix – IV. In case of Bank Guarantee submitted by the Bidder it should be unconditional in all cases.

3. PAYMENT

100% payment in Indian Rupees will be made within one month from the date of acceptance of the High Level Work Stations. 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	
0	Veer of Establishment	
2	Year of Establishment	
3	Status of the Firm/ Company	
	(Partnership. Limited etc)	
4	Postal Address	
4	T-lankara numbero	
	Telephone numbers	
	Fax	
	e-mail	
	Website Address (If Applicable)	
5	Bank Account Detail for e-payment	
		Account Type Name of Account Holder
		Address of Account Holder
		Name of Branch
		Address of Branch IFSC Code
6	Address of Authorized branches of	
Ŭ	the Firm/ Company, In India	
7	Name of the proprietor/ partner/ Managing Director etc.	
	Managing Director etc.	
8	Nature of your Firm/ Company/	
	Manufacturer/ Stockiest/ Dealer/	
9	Distributor/ Agent etc. Details of products you are dealing	
9	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	
40	attached)	
12	If already doing business with SOI give details	
(a)	Item	

(b)	Since when
40	lf
13	If you are registered with DGS&D /GeM or any other
	Govt./PSU/Authorized body
	Please give details
(a)	Name and address of
(a)	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
	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</i>
	representing Foreign Principal).
15	Has your firm ever been black
	listed by the Govt. or any other authority? Please give details
	and reasons thereof
10	If block listed 9 mousted
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
	CST Degistration No
(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 Survey of India 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 Survey of India 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

DESCRIPTION	SPECIFICATION
Form Factor	Tower
Processor Make	Intel
Number of Processors	2
Processor	2xIntel Xeon Platinum series, 24 core each or
	higher, 2.1 GHz or higher, 33 MB Cache or
	Higher with Hyperthreading
Chipset	Intel C621 or higher
Types of Graphics	Discrete
Graphic Card	NVIDIA Quadro (GPU) GP-100 or higher
RAM Туре	DDR4 (2666 Mhz or higher)
RAM Size	1 TB or higher
RAM Expandability	Upto 3 TB (Processor should support 3TB
	memory expandability.)
Type of Hard Disk Drive	SATA/SSD/SAS
Hard Disk Drive Size	9 TB (1TB SSD + 8TB SATA/SAS)
No. of Hard Disk Drives	To be specified by bidder
No. of DIMM Slots	Min 24
No. of PCIe Slots Gen 3.0(X1)/(X4)/(X8)	4
No. of PCIe Slots Gen 3.0(x16)	2
Operating System	Windows 10 Pro 64 Bit
OS Certifications	Windows
ISV Certification	ISV certification by OEM showing compatibility
	with Intergraph Erdas Imagine & LPS, AGI soft
	PhotoScan & Pix-4D
Networking Interface	Integrated Gigabit 10/100/1000
Display Port	Yes
RJ45	Yes
No. of USB 2.0 Port	4 or higher
No. of USB 3.1 Port	4 or higher
No. of Internal Bays	4
No. of External Bays	2
Optical Drive	DVD Writer
Display (antiglare, LED Backlit)	Monitor with display port
Display Type	Non-Touch
Display size	27" or higher (60 Hz)
Display Resolution (Full HD or better)	Full HD
Keyboard	Standard Keyboard
Mouse	Optical Scroll Mouse
Energy Efficiency Compliance	ENERGY STAR & EPEAT GOLD or equivalent
	BEE standard
Power	1300 watt or higher
Power Management Unit	Advanced configuration and power interface (ACPI)
Maximum Power Consumption	To be specified by bidder
ROHS Compliance	Yes
TCO Compliance (for monitors)	TCO-06
Warranty	5 years onsite comprehensive
Tranalty	

CONSIGNEE ADDRESS FOR DELIVERY OF 20 NUMBERS OF HIGH LEVEL WORK ASTATIONS

SI No.	Name of Office	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: <u>phc.gdc.soi@gov.in</u> Tel: +91-0172-2600031,2602607 Fax: +91-0172-2604671	20(Twenty)

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. QUALIFICATION CRITERIA

- 1.1 The bidder should have minimum experience in the relevant field of marketing of High Level Work station during last 05 years (Period to be counted from April 2013 to March 2018). In case of Indian Agent/ Bidder recently appointed by the foreign principal (Original Equipment Manufacturer), the OEM should have supplied High Level Work Stations in India/abroad in the last 5 years. The bidder should have experience of successfully completed similar works i.e supply, installation and commissioning of High Level Work Station during the last 05 years.
- 1.2 The bidder should have minimum turnover of Rs 10 Crore in each of the last three financial years (2015-16, 2016-17 and 2017-18). Relevant proof in support shall be submitted including I.T. returns and audited balance sheets.
- 1.3 Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less than Rs.10 Crore.
- 1.4 Indian manufacturers should be registered with company of Law Affairs under Company's Act.
- 1.5 Indian Agents representing Foreign Principals should fulfill the provisions of Rule 152 of GFR, 2017.
- 1.6 ISO Certification The Company offering High Level Work Station should be an ISO Certified Company with Certified Service Centers in India for after sale support.
- 1.7 The bidder must have successfully supplied, installed and commissioned at least 100% of the quantity specified in the bid with all subcomponents and necessary hardware and software in any one of the last 3 Financial Years i.e. 2015-16 to 2017-18, which must be in satisfactory operation for at least 6 months on the date of bid opening. List of supplied & installed equipment shall include:
 - Name and address of Purchaser with contact details as email address/ Phone No.
 - Contract No. and Date.
 - Equipment/items ordered/supplied & installed with their respective quantities.
 - Scheduled completion date and actual completion date.
 - Details of Complaint, if any, received from the purchaser about the performance of the Equipment/items.
- 1.8 The equipment supplied should be from well-known manufacturer & of recent model with proven reliability in the field for at least one-year of operation. The equipment supplied must have minimum life period of 7 years. The bidder is to give undertaking that availability of spares & services will be ensured in case the equipment is obsolete in between the period. The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the requirements of the Purchaser.

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.

To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification.

PART – II

(a) **Financial Bid** showing item wise price strictly in according to the prescribed proforma specified in Annexure A(i) / B(i) / C(i) whichever is applicable

- (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 Equipment for a period of Five 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 tendered for by you or that you will arrange to provide such facilities simultaneously with the supply of the equipment.
- (g) Please confirm that you undertake the supplies of necessary maintenance of equipment and spare parts will be made available for life of the equipment 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 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 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 (High Level Work stations) 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 60 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 Deputy Surveyor General, Surveyor General Office, Survey of India, Dehra Dun as the other part for the purchase of the under mentioned articles at cost mentioned against them viz.:-

Name of Article	Quantity	Rate (Rs.)	Total Cost (Rs.)
High Level Work stations	20 (Twenty)		

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 specifications of the equipment. 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, Director, 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). Director, 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 Director, 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 specifications 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 5 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 not withstanding any previous waiver of such default or action being taken under any other clause Director, 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 60 months of warranty from the date of acceptance. However, in case 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) In case of any latent defect, which is noticed later on within a period of 60 months from the date of acceptance of equipment, the contractor will be responsible to undertake such repair/supply free of cost the defective part, at the final destination and inland expenses will also be borne by contractor.
- (I) 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

APPENDIX -- V

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 High Level Work station (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 form 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 relived 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 5 years from the date of acceptance of the equipments/ after training/ signing the contract.

Dated the

day of

for (indicate the name of the Bank)

BANK GUARANTEE FOR FURNISHING EMD/ BID SECURITY

Whereas					
(hereinafter called the "bidder")					
has submitted their offer dated					
(hereinafter called the "tender") against the purchaser's tender enquiry No KNOW ALL MEN by these presents that WE . of	having	our	registered	office	
(hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to successors and assigns by these presents. Se Bank this	the said ealed with	Purcha	aser, the Bar	nk binds	itself, its

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: <u>http://eprocure.gov.in</u>). 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: <u>https://eprocure.gov.in/eprocure/app</u>.

REGISTRATION:

i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <u>https://eprocure.gov.in/eprocure/app</u> 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 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.

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 EMD as applicable and enter details of the instrument.

iv) Bidder should prepare the 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. Deputy Surveyor General, Surveyor General office, Survey of India, Dehra Dun (Uttarakhand) 248001 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**