

**DEPARTMENT OF SCIENCE AND TECHNOLOGY
SURVEY OF INDIA**

BID DOCUMENT FOR

*Procurement of Software for Processing and Analysis of Image data
captured by Professional Survey Grade Unmanned Aerial Vehicle/
Drone for Large Scale Mapping*

Purchaser:

Surveyor General of India, DehraDun-248001

UTTARAKHAND

ATE No:T-1616/ Drone (Software)/IISM Dated 29 /07/2019

GOVERNMENT OF INDIA

**MINISTRY OF SCIENCE & TECHNOLOGY
SURVEY OF INDIA**

ATE No: T-1616/ Drone (Software)/IISM Dated 29 /07/2019

ADVERTISED TENDER ENQUIRY

for

SUPPLY OF Software

NAME OF PROCUREMENT : **Procurement of Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping**

PERIOD OF SALE OF BIDDING DOCUMENT : FROM 29.07.2019 (17:00 Hrs Server Time)
TO 26.08.2019 (11:00 Hrs Server Time)

LAST DATE AND TIME FOR RECEIPT OF BIDS : 26.08.2019 TIME 11:00 HOURS Server Time

* TIME AND DATE OF OPENING OF BIDS – Technical Part : 27.08.2019 TIME 11:30 HOURS Server Time

PLACE OF OPENING OF BIDS : Office of D.S.G, GISTC Technology Centre,
Surveyor General's Office, Block-6, Survey of India, Hathibarkhala Estate, Dehradun- 248001

OFFICER INVITING BIDS : D.S.G, GISTC Technology Centre, Surveyor General's Office, Block-6, Survey of India,
Hathibarkhala Estate, Dehradun- 248001
(On Behalf of Surveyor General of India)
Email: sgo.gistc.soi@gov.in
Tel 0135-2749026.....

***Time and Date of Opening of Bids – Financial Part shall be intimated after technical evaluation of bid.**

SECTION-I

GOVERNMENT OF INDIA

MINISTRY OF SCIENCE & TECHNOLOGY

Survey of India

ADVERTISED TENDER ENQUIRY (Goods)

E-PROCUREMENT

NOTICE INVITING TENDER (NIT)

Contract title: Procurement of Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping

ATE No: T-1616/ Drone (Software)/IISM Dated 29/07/2019

1. Survey of India (Sol), intends to purchase Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping and for Departmental works.
2. D.S.G, GISTC Technology Centre, Surveyor General's Office, on behalf of Surveyor General of India now invites electronic Bids from eligible Bidders for procurement of **115(one hundred fifteen only) nos. of Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping.**
3. Brief Description of Goods and details of Procurement are furnished below:

S.No.	Brief Description of Goods	Buyer	Consignee	Quantity	Bid Security (in INR)
1	Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone	Surveyor General of India	List attached in Section-XI	115	INR5,00,000/-

4. Bidders shall Bid for the total quantity (115 nos.) mentioned above. Bid for part of total quantity shall not be accepted.
5. Bidding will be conducted through Advertised Tender Enquiry for Goods in accordance with Manual for Procurement of Goods-2017 and GFR-2017 issued by Ministry of Finance, Government of India, and is open to all eligible Bidders as defined in the Bid Document. **Bidders are advised to note the clauses on eligibility (Clause 5/ Section II and minimum qualification criteria (Clause 17/ Section II) of General Instructions to Bidders (GIB).**

6. For participation in the Bid, it is mandatory for the Bidder to obtain Class-III Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA) and then register with the Government of India e-procurement platform and submit the Bid by using their user e-tender ID and Digital Signature. Bidders already possessing the Digital Signature issued from authorized CAs can use the same in this Bid submission. Please also refer to <https://eprocure.gov.in/eprocure/app> for detailed information regarding obtaining digital signatures.

7. Bidding documents are available online on Government of India e-procurement system (URL: <https://eprocure.gov.in/eprocure/app>) for a non-refundable fee of **INR 5000/=** in the form of

Demand Draft/ Banker's Cheque on any Scheduled/Nationalized bank payable at Dehradun in favour of "**Senior Accounts Officer, CPAO, Dehradun**" and payable at Dehradun (Demand Draft to be submitted subsequently as per the procedure described in **para 8 & 9** below). Bidders will be required to register on <https://eprocure.gov.in/eprocure/app>, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. Demand Draft/Bankers Cheque for Bidding Document Fees should be submitted physically at the office of Deputy Surveyor General, GISTC Technology Centre, Surveyor General's Office, Block-6, Survey of India, Hathibarkhala Estate, Dehradun, 248911, as described in **para 9** below, and scanned copy of same should also be uploaded along with the Bidding document.

8. The Bid security will have to be in any one of the forms as specified in the bidding document, valid for not less than 135 days from the opening date of Techno-Commercial (Unpriced) Bid, must be submitted online on [https://eprocure.gov.in/eprocure/app\(website\)](https://eprocure.gov.in/eprocure/app(website)) on or before the closing date and time for receipt of bids. The 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given in **para 11** below. 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 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.

9. The bidders are required to submit (a) original demand drafts towards the cost of bid document (b) original bid security in approved form; and (c) original affidavit regarding 'correctness of information furnished with bid document' at the O/o D.S.G, GISTC Technology Centre, Surveyor General's Office, Block-6, Survey of India, Hathibarkhala Estate, Dehradun, 248001 before the opening of the technical part of the Bid, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

10. Bidders designated representatives are invited to attend a **pre-bid meeting**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A Pre-Bid meeting will take place at the following date, time and at the address below:

Date 13-August-2019 Time: 1100 hrs .

**Room No.102 (Board Room)
Indian Institute of Surveying & Mapping
Survey of India, Uppal
Hyderabad – 500039**

11. Bids must be uploaded on <https://eprocure.gov.in/eprocure/app> on or **before 11:00 hrs (Server Time) of 26-Aug-2019**. Bids will be opened in the presence of the bidders' representatives, who choose to attend in person, **on 27-Aug-2019 (11:30 hrs Server Time) at the address given below:**

**O/o D.S.G, GISTC Technology Centre,
Surveyor General's Office,
Block-6, Survey of India,
Hathibarkhala Estate,
Dehradun - 248911**

12. Other details can be seen in the bidding documents.

-Sd/-

(SK Sinha)

DSG(Tech), IISM

O/o Addl. SG, IISM

Survey Of India

Uppal, Hyderabad

PIN- 500039

Telephone: +91-40-27201186/27203368

Facsimile number: +91-40-27200286

Email: iism.soi@gov.in

CRITICAL DATE SHEET & VENUE

Published Date & Time	29-07-2019 at 1700 Hrs (Server Time).
Bid Document Download/Sale Start Date	29-07-2019 at 1730 Hrs (Server Time).
Pre Bid Meeting	13-08-2019 at 1100 Hrs (Server Time).
Pre Bid Meeting Place & Address	Room No.102(Board Room)Indian Institute of Surveying & Mapping Survey of India, Uppal Hyderabad – 500039
Bid Submission Start Date & Time	19-08-2019 at 1400 Hrs (Server Time).
Bid Submission End Date & Time	26-08-2019 at 1100 Hrs (Server Time).
Bid (Technical Part) Opening Date & Time	27-08-2019 at 1130 Hrs (Server Time).
Demonstration /Equipment Testing	29-08-2019 at 1100 Hrs.
Demonstration Place & Address	O/o DSG, GISTC Technology Centre, Surveyor General's Office, Block-6, Survey of India, Hathibarkhala Estate, Dehradun, 248001
Venue of Bid Opening (Technical Part)	O/o DSG, GISTC Technology Centre, Surveyor General's Office, Block-6, Survey of India, Hathibarkhala Estate, Dehradun, 248001

Instructions:

1. Bids shall be submitted online only at CPPP website:<https://eprocure.gov.in/eprocure/app>
2. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in Para No. 11 of GIB.
5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
6. Intending bidder are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.
7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.

The EMD/Bid Security shall be deposited through Bank Guarantee/FDR /DD drawn in favor of the **Senior Accounts Officer, CPAO, Dehradun” and payable at Dehradun** . The original Earnest Money/Bid Security must be delivered to D.S.G, GISTC Technology Centre, Surveyor General’s Office, Block-6, Survey of India, Hathibarkhala Estate, Dehradun, 248001 before bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Purchaser” means **Surveyor General of India, Survey of India, Dehradun** on whose behalf goods and services mentioned in the Tender Enquiry Document are to be purchased.
- (ii) “Bid” means Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Bidder” means Tendered/ the Individual or Firm submitting Bids /Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- (iv) “Goods” means the all the modules, components, extensions of the software package that would be required to meet the specifications/functionality stipulated in the bid document. It shall also include associated CDs, dongles, user manuals, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for use by Survey of India.
- (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) “Bid Security” (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- (vii) “Contract” means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

- (ix) “Consignee” means offices of Survey of India, where the goods are required to be delivered as specified in the Contract.
- (x) “Specification” also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- (xii) “Day” means calendar day.

Abbreviations:

- (i) “ATE” means Advertised Tender Enquiry
- (ii) “NIT” means Notice Inviting Tenders.
- (ii) “GIB” means General Instructions to Bidders
- (iii) “SIB” means Special Instructions to Bidders
- (iv) “GCC” means General Conditions of Contract
- (v) “SCC” means Special Conditions of Contract
- (vi) “LC” means Letter of Credit
- (vii) “DP” means Delivery Period
- (viii) “BG” means Bank Guarantee
- (ix) “GST” means Goods & Service Tax
- (x) “CD” means Custom Duty
- (xi) “BL” means Bill of Lading
- (xxi) “FOB” means Free on Board
- (xxii) “CIF” means Cost, Insurance and Freight
- (xxv) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally, the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxvi) “INCOTERMS” means International Commercial Terms 2010.
- (xxviii) “CAMC” means Comprehensive Annual Maintenance Contract (labor, spare and preventive maintenance)

2. Introduction

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.

- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.
3. **Availability of Funds**
- 3.1 Expenditure to be incurred for the proposed purchase will be met from Departmental Funds
4. **Language of Bid**
- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.
5. **Eligible Bidders**
- 5.1 Bidder should be a Proprietorship Concern/ Company registered under Indian Company Act, 1956/ Company registered under Indian Partnership Act 1932.
- 5.2 Bidders must be holders of Copyright/Patent certificate of the software quoted for OR must be authorized Distributor/Franchise. *(Copyright/patent certificate of the software quoted for shall be submitted in respect of firm holding such rights. Authorized Distributor/Franchise certificate & Manufacturer's Authorization Certificate stipulated in Section XIII shall be submitted by the bidder, if it is not the holder of Copyright/Patent Certificate. Refer Clause 11)*
- 5.2 A firm that has been engaged by the Employer to provide Consultant Services for the preparation of above documents, and any of its affiliates, shall not be eligible to bid. All bidders shall provide an UNDERTAKING in their 'Contract Form' (Section IX), submitted as part of their Techno-Commercial (Unpriced) Bid', that the Bidder (including the copyright/patent rights holder of software) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the current Contract. A firm that has been engaged by the Employer to provide Consultant Services for the preparation of above documents, and any of its affiliates, shall not be eligible to bid. Refer Clause 11/Section II(GIB)
- 5.3 Bidders shall not be under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance by any Government/Semi-Government entity, as stipulated in Clause 14/Section II (GIB). All bidders should provide an UNDERTAKING to this effect in their 'Contract Form' (Section IX), submitted as part of their Techno-Commercial (Unpriced) Bid'.
- 5.4 Bidder shall submit only 1 (one) bid
- 5.5 Bidder shall take part in bid as 'Sole Bidder'. Joint Venture/Consortium is not permissible.

6 Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Bid Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and/or arranging demonstration of Product/Services that may be deemed necessary by the Purchaser to check the compliance of the software to meet the specifications/functionalities stipulated in the bid document. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the Tender process.

B. TENDER ENQUIRY DOCUMENT

8. Content of Tender Enquiry Document

- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Enquiry Document includes:

1. Section II– General Instructions to Bidders (GIB)
2. Section III– Special Instructions to Bidders (SIB)
3. Section IV– General Conditions of Contract (GCC)
4. Section V– Special Conditions of Contract (SCC)
5. Section VI– List of Requirements
6. Section VII– Technical Specifications , Warranty & Training
7. Section VIII – Qualification Criteria
8. Section IX– Tender Acceptance Form
9. Section X– Price Schedules (BoQs)
10. Section XII– Bank Guarantee Form for Bid Security
11. Section XIII – Manufacturer’s Authorization Form
12. Section XIV – Bank Guarantee Form for Performance Security/CAMC Security
13. Section XV– Contract Forms
14. Section XVI – Performa of Consignee Receipt Certificate
15. Section XVII – Performa of Final Acceptance Certificate by the consignee

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for Tender, bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

9. Corrigendum to Tender Enquiry Document

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
- 9.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/apponly>.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Tender Enquiry Document

10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in “Critical Date Sheet”. However, if any correspondence regarding the bid is to be made, it should be addressed to *DSG(Tech), IISM , O/o Addl. SG, IISM , Survey Of India Uppal, Hyderabad , PIN- 500039 (Email: iism.soi@gov.in with copy to sgo.gistc.soi@gov.in)*

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

11.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

Following Documents shall be uploaded on CPP Portal , as part of Techno-Commercial (Unpriced) Bid

- i) Scanned copy of “EMD/Bid Security” furnished in accordance with GIB clause 19.1. Alternatively, documentary evidence as per GIB clause 19.3 for claiming exemption from payment of EMD/Bid security , Affidavit at Section XVIII (as applicable)
- ii) Power of Attorney(PoA) of signatory of Bid. Authority of person signing the PoA should also be enclosed.
- iii) Scanned copy of proforma at Section VII (Technical Specifications & Compliance/Deviation Statement)
- iv) Scanned Copy of Proforma at Section VIII (A)(Qualification Information) duly filled up
- v) Scanned Copy of Proforma at Section VIII (B) (Bidder Information)
- vi) Scanned copy of Proforma at Section IX (Tender Acceptance Form)
- vii) Copyright / Patent Certificate of software quoted for, if the Bidder holds such rights/certificate.
- viii) In case the Bidder is not the holder of copyright/Patent Rights,
 - (a) Manufacturer’s Authorization Form , as provided in Section XIII, shall be submitted

- (b) Authorized Franchise/Distributor Certificate from the firm holding the copyright/Patent Rights.
- ix) Financial reports for the last five years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19): balance sheets, profit and loss statements, auditors' reports, etc.
- x) Demand Draft of Rs 5,000/=(Rupees five thousand only) towards cost of tender document
- xi) Scanned Copy of GST Registration Certificate.
- xii) Scanned copy of “Technical Brochure/ Catalogue of quoted software” , documents, screen-shots etc in support of Technical Specifications stipulated in Section VII.
- xiii) Certificate of Incorporation of the bidder regarding its constitution and legal status.
- xiv) Scanned copy of any other document, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted to be uploaded.

B) Price Bid:

- 1) Price Schedule(s) as per BoQ format filled up with all the details

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned (Section X) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with Survey of India.

- 11.2 The authorized signatory of the bidder must digitally sign the bid.

Note:

1. In case of (ii) above, a copy of the partnership agreement duly registered with “Registrar of Firm’s” or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded. The partnership agreement should not be older than three years.
 2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
 3. Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.
- 11.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Bid sent by fax/email shall be ignored.

12. Bid Currencies

The Bidder shall quote in Indian Rupees only.

13 Bid Prices

13.1 The Bidder shall fill in rates and prices for all items described in the Price Schedule provided in BoQ . All the columns shown in the Price Schedule should be filled up as required.

13.2 The price quoted shall be inclusive of

- a) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
- b) The price of Incidental Services (including installation & commissioning, supervision, demonstration and training

14 Corrupt &Fraudulent Practices

14.1 It is the Government of India's (GoI) policy to require that the highest standard of ethics is observed during the procurement and execution of contracts. In pursuance of this policy, the officials of Procuring Entities and the bidders / suppliers/ contractors/ sub-contractors/consultants/ service-providers involved in procurement process must abide by the Code of Integrity for Public Procurement (CIPP).

14.2 Code of Integrity for Public Procurement: Procuring authorities as well as bidders, suppliers, contractors and consultants/service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under

the purview of The Competition Act,2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) “Obstructive practice”: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

14.3 The bidders shall submit, as part of Bidding Document, a signed declaration to the effect that they shall abide by the Code of Integrity for Public Procurement in Letter of Bid-Technical Part at Section III (Bidding Forms/Technical Part).

14.4 Without prejudice to and in addition to the rights of the Employer to other penal provisions as per the bid documents or contract, if the Employer comes to a conclusion that a (prospective) bidder (including members of Joint Venture/ Sub-Contractor)/contractor/supplier/consultant/service-provider, directly or through an agent, has violated this Code of Integrity in competing for the contract or in executing a contract, the Employer may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement,
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded,
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above,
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed by the Employer, with the Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

14.5 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 25.2 of the General Conditions of Contract.

15. Adjustment in Price

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, if there is any change in GST rate before the release of payment, the vendor shall be GST component of price shall be paid accordingly.

16. Alternative Models

Alternate models shall not be allowed.

17 Documents Establishing Bidder's Eligibility and Qualifications

17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.

17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:

(A) Technical Qualification

- i. The software offered should fully comply with Technical Specifications stipulated in Section VII. The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the requirements as given in section VII Specification. Bidder shall fill in the compliance/deviation statement before uploading the proforma at Section VII on CPP Portal. Also, the bidder shall demonstrate the compliance of software to Technical Specifications as stipulated in Clause 33.2/Section II(GIB)

(B) Financial capabilities

The average annual financial turnover of 'The bidder' during the last five years, ending on 31st March 2019, should be at Rs. 25 million or more (or equivalent in foreign currency at exchange rate prevalent on 31st March 2019) as per the annual report /audited balance sheet and profit & loss account of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries. For Manufacturers recognized as Startups by DIPP the annual

financial turnover should be at 10 Million or more during any 1 (one) of the last 5(five) financial years.

The turnover figures stipulated above are at 2019-2020 price level. Financial turnover and cost of completed works of previous years shall be given weightage of 5% per year based on rupee value to bring them to 2019-2020 price level.

The turnover figures for last 5(five) years shall be submitted as part of Techno-Commercial (Unpriced) Bid as per proforma provided at Table 2/Section VIIIA.

18. Documents establishing good's Conformity to Tender Enquiry Document.

- 18.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Tender Enquiry Document. For this purpose, the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods and services offered in its bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Bid Security (BS) /EMD

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). It is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.8 below.
- 19.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT on or before last date and time of Bid submission as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD must be uploaded along with the 'techno-commercial unpriced bid' on CPP Portal.
- 19.3 The bidders who are currently registered with MSME/NSIC for the specific goods as per Tender document specification, as defined in MSE Procurement Policy issued by the department of MSME or Startup as recognized by Department of Industrial Policy & Promotion (DIPP) shall be eligible for exemption from Bid Security. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration issued by department of MSME/DIPP. Exemption shall not be granted to firms/unit(s) engaging in 'trading activities' without value addition/packing/branding.
- 19.4 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12. The Bid Security shall be furnished in one of the following forms:

- i) Fixed Deposit Receipt
- ii) Bank Guarantee
- iii) Demand Draft

- 19.5 In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.
- 19.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 90 days, the Bid Security shall be valid for 135 days from Techno – Commercial Unpriced Bid opening date.
- 19.7 The Bid Security of unsuccessful bidders will be returned without any interest, after 30 days of date of opening financial bids, but not later than thirty days after award of contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.9 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Bid Validity

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.
- 20.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

21. Signing of Bid

- 21.1 The bidders shall submit their online bids as per the instruction for online bid process contained in GIB Clause 11.

22. Instructions for Online Bid Submission:

- 22.1 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>.

23. REGISTRATION ON CPP PORTAL:

- 23.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 23.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 23.3 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.
- 23.4 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 / nCode / eMudhra etc.), with their profile.
- 23.5 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.
- 23.6 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.

24. SEARCHING FOR TENDER ENQUIRY DOCUMENT

- 24.1 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 bid summary 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.

- 24.1 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 Tender” 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.

24.2 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.

25. PREPARATION OF BIDS

25.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

25.2 Please go through the tender advertisement and the Tender Enquiry 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.

25.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

25.4 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 has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents area” 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.

D. SUBMISSION OF BIDS

26. Submission of Bids

26.1 Bidder should log into the site well in advance for bid submission so that they can 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.

26.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

26.3 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

26.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the Time of opening of technical part of bid or as specified in the Tender Enquiry Document. Along with original Bid Security/EMD, written confirmation authorizing the signatory of the Bid to commit the Bidder as per

GIB Clause 11.2 and original affidavit regarding correctness of information furnished with bid document, should also be sent in original to the concerned official latest by the Time of opening of Technical part of bid. 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. These original documents should be submitted by bidder before the date and time fixed for opening of Bids, either by registered/speed post/courier or by hand on following address, failing which the Bid will be declared non-responsive, and will not be opened.

D.S.G, GISTC Technology Centre
Surveyor General's Office
Block-6, Survey of India, Hathibarkhala Estate
Dehradun- 248001

Purchaser will not be responsible for any postal delay.

- 26.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 26.6 The server 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.
27. 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
 - 2) Upon the successful and timely submission of bids (i.e. after Clicking Upon the "Freeze Bid Submission" in the portal), 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.
 - 3) 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.

28. ASSISTANCE TO BIDDERS

- 28.1** Any queries relating to the Tender Enquiry 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 NIT.
- 28.2** 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

E. BID OPENING

29. Opening of Bids- Technical Part

The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the Critical Date Sheet**, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. 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. In all cases, original documents submitted as specified in GIB 26.4 shall be first scrutinized, and Bids that do not comply with the provisions of GIB 26.4 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.

The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

F. SCRUTINY AND EVALUATION OF BIDS

30. Basic Principle

- 30.1** Bids will be evaluated based on the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

31. Scrutiny of Bids for Determination of Responsiveness

- 31.1** Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in GIB Clause 5 (b) has been properly signed and stamped (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents and whether the Bids are generally in order.

- 31.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 31.3 The Bids will be scrutinized to determine whether they conform to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality of goods to be supplied or performance of associated Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The bids, which do not conform to above basic requirements, are liable to be treated as non-responsive and will be rejected.
- 31.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;
- (i) Power of Attorney (PoA) of signatory & authority letter of person signing the PoA is not uploaded or not in order.
 - (ii) Tender Acceptance Form as per Section VII, VIII (A), VIII (B), IX (signed & stamped) not uploaded or the provisions stipulated in GCC, SCC of bid document have not been agreed to.
 - (iii) Bid validity is shorter than the required period.
 - (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
 - (v) Bidder has quoted for software for which copyright/patent rights are held by some other firm without the required Manufacturer's Authorization Form as per Section XIII.
 - (vi) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
 - (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
 - (viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
 - (ix) Bidder is not eligible as per Clauses 5, 6 of GIB.
 - (x) Bidder has not agreed for the delivery terms and delivery schedule.

32. Minor Infirmary/Irregularity/Non-Conformity

- 32.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted. If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such "minor" issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

33. Detailed Technical Evaluation

33.1 Only Techno-Commercial unpriced bids, which are found substantially responsive, shall be taken up for Detailed Technical Evaluation. Technical evaluation shall be carried out offline. Bidders, who comply with the Technical Specifications stipulated in Section VII and also meet the Financial Criteria stipulated in Clause 17/Section II (GIB), shall stand technically qualified for consideration of their financial bids.

33.2 The Detailed Technical Evaluation shall be carried out in 2(two) stages.

In the 1st stage the compliance statement submitted by the bidder shall be checked with the supporting brochures/catalogues/documents/screen-shots etc submitted in support of compliance statement. Also, compliance to financial criteria shall be checked with the Financial Reports.

In the second stage, offered software shall have to be demonstrated before Technical evaluation committee and / or sub-committee on stipulated day and time as mentioned in "Critical Date Sheet". Failure to demonstrate the software on the stipulated day without any genuine reason (which is to be intimated in advance and should be acceptable to the purchaser) will mean that the bidder is not interested in supplying the equipment & the Bid would be liable for rejection. In case of genuine reason only two chances for demonstration will be given. Technical evaluation committee is fully empowered to reject any bid if it is felt that the software bidder fails to successfully demonstrate compliance to the Technical Specifications stipulated in Section VII.

33.3 List of firms found to be responsive and technically qualified and such other details that the Employer may consider appropriate shall be published as part of Technical Bid Evaluation Report summary on the e-Procurement System. The date and time and venue of public opening of Financial Bid shall be notified on the e-procurement System and also communicated to bidders, found successful after Technical evaluation, by e-mail.

34 Opening of Financial Bid

34.1 Financial Bid of only those bidders, found successful after Technical Evaluation, shall be opened.

34.2 The Financial Part of the Bid shall be opened publicly in the presence of authorized representatives of Bidders, successful after Technical Evaluation, who may choose to attend the public opening of Financial Bid. The bidder's names, the Bid prices, the total amount of each bid and such other details as the Purchaser may consider appropriate will be read out at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

34.2 Electronic summary of the bid opening will be generated and uploaded online as part of Minutes of financial Bid Opening. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

34.3 On further evaluation if it is found that bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule or bid is incomplete or has not been digitally signed by Authorized signatory of bidder then bid is liable to be treated as non-responsive and will be rejected.

35. Conversion of bid currencies to Indian Rupees

Prices shall be quoted in Indian Rupees only.

36. Comparison of Bids

36.1. Bids shall be compared on the basis of Prices quoted in BoQ without GST, for determining L1 bidder.

37. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bidders

NIL

38 Domestic Preference

38.1 Purchase preference under 'DMEP' policy under notification no. F.No. 33(3)/2013-IPHW Dated 22nd may.2014, and The Procurement Policy for Micro and Small Enterprises, 2012 to Domestic bidders and MSME's respectively will be provided to bidders registered under relevant rules.

38.2 The Bidding Process and Procurement is subject to the provisions of General Financial Rule 2017, Manual for Procurement 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:-The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

38.3 Bidder should be a Proprietorship Concern/Company registered under Indian Company Act, 1956/ under Indian Partnership Act 1932

39. Contacting the Purchaser

39.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIT /Tender Enquiry Document and / or its bid, it should do so only through CPP portal / official Email Id of purchaser as given in tender document.

39.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

40. Purchaser's Right to accept any bid and to reject any or all bids.

40.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject

all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

41. Award Criteria

- 41.1 Subject to GIB clause 38 & 40 above, the contract will be awarded to the lowest evaluated responsive, qualified bidder decided by the purchaser in terms of GIB Clause 31, 33 & 38.

42. Variation of Quantities at the Time of Award/ Currency of Contract

- 42.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 10 (ten) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

43. Notification of Award

- 43.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days (30 days) from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.
- 43.2 The Notification of Award shall constitute the conclusion of the tendering process.

44. Issue of Contract

- 44.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 44.2 Within twenty-one days from the date of the notification of award, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.
- 44.3 The Purchaser reserves the right to issue the Notification of Award consignee wise. Bidder has to submit performance security, in accordance with GCC 5, for each Notification of award to the officer nominated in Notification of award by purchaser and accordingly bidder has to sign separate contracts, in accordance with GIB 44.2, for each Notification of award with the officer nominated by purchaser

45. Non-receipt of Performance Security and Contract by the Purchaser

- 45.1 Failure of the successful bidder in providing Performance Security and / or returning contract copy duly signed in terms of GIB clauses 43 and 44 above shall make the

bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

46. Return of Bid Security/EMD

46.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

47. Publication of Bid Result

47.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the CPP Portal.

H. CORRUPT OR FRADULENT PRACTICES

48. Corrupt or Fraudulent Practices

48.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – III
SPECIAL INSTRUCTIONS TO BIDDERS

(SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry Document	No Change
C	11 to 25	Preparation of Bids	No Change
D	26 to 28	Submission of Bids	No Change
E	29	Bid Opening	No Change
F	30 to 39	Scrutiny and Evaluation of Bids	No Change
G	40 to 47	Award of Contract	No Change
H	48	Corrupt or Fraudulent Practices	No Change

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, always, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule.

5. Performance Security

5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

5.3 Deleted

5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 Deleted

6. Technical Specifications and General Points

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to “Technical Specification” under Sections VII of this document.

7. Packing and Marking

7.1 The packing for the software media/materials to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 Packing instructions:

Unless otherwise mentioned in the Technical Specification under Sections VII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

a. Contract number and date

- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods
- e. Consignee's name and full address and
- f. Supplier's name and address

8. Inspection & Testing

- 8.1 Inspection & Testing shall be carried out at the site (at consignee location mentioned at section XI of ATE) during Installation & Commissioning during which satisfactory performance of software, conformity to warranty clauses, conformity to the supply order etc shall be checked.
- 8.2 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.3 If the results of Inspection & Testing are found satisfactory, 'Acceptance Certificate by Purchaser's representative' shall be issued by the Purchase/Purchaser's Representatives at the consignee site.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of goods offered:

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.

11. Insurance

Deleted

12. Spare Parts

Deleted

13. Incidental Services

- 13.1 The supplier shall be required to perform the following services:

- i) Installation & Commissioning, of the software
- ii) Turnkey work (if any).

- iii) Training of Consignees/End Users as per Clause 34/Section IV (GCC)
- iv) Supplying required number of operation & maintenance manual for the goods.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

Within 24 hours of dispatch, the supplier shall notify the concerned Consignee, Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail / hand of courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

The format for Consignee's Receipt certificate is at Section XVI.

15. Warranty

- a) The Bidder shall be responsible for installation, administration and maintenance of the perpetual license from the date of installation.
- b) During the updation obligation of 2 years, the bidder shall provide all the updates and upgrades free of cost.
- c) Any call shall have to be attended within 24 hours and any software issue shall be resolved within 3 days. In case the solution requires more time, the bidder should report to the concerned nodal officer within given time frame in writing with the requisite details for approval.
- d) The warranty shall be extended for twice the cumulative down-time during the 2 years warranty period.

- e) Warranty shall be in the name of Survey of India

16. Assignment

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts: Deleted

18. Modification of Contract

Deleted

19. Prices

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract.

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for GST and any taxes/duties incurred until delivery of the contracted goods to the purchaser and performance of incidental services.

21. Terms and Mode of Payment

21.1 Payment Terms

80% of Payment will be made, within one month from the date of satisfactory installation and commissioning and issue of 'Acceptance Certificate by Purchaser's representative' by Purchaser's representative at consignee site (Section XVII).

20% of payment shall be released within 1(one) month from the date of satisfactory completion of training to Survey of India personnel by the successful bidder. Acceptance Certificate shall be issued by Purchaser's representative at IISM, Hyderabad on successful conduct of training and supply of training materials/manuals.

No request for advance payment, payment against delivery or payment through Bank against dispatch documents will be considered.

21.1.1. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and Manufacturer's/Supplier's warranty certificate, Acceptance Certificate by Purchaser's representatives and upon fulfillment of all other obligations stipulated in the Contract.

21.1.2. Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

21.1.3. The payments shall be made in Indian Rupees to the Supplier under this Contract.

22. Delivery

- 22.1 The delivery of software shall imply supply of software, associated materials, installation & commissioning at sites of various consignees. Delivery period shall not be more than **4 weeks** from the date of supply-order.
- 22.2 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.3 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- 22.4 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.5 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the

date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.

22.6 Passing of Property

- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated Damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.5 above shall also apply.

24. Termination for Default

- 24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for Insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence, and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non- performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for Convenience

- 27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing Language

28.1 The contract shall be written in English language following the provision as contained in GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of Disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

30.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator to be appointed by the Secretary, department of Science & Technology. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Dehradun, India.

30.5 Jurisdiction of the court will be Delhi, India

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32 Withholding and Lien in respect of sums claimed

32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

32.2 It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

34. Training

(a) The supplier shall provide hands on user training to 3(three) batches of 10 (ten) personnel each at IISM, Survey of India, Hyderabad to SoI officers/staff on mutually agreed dates and timings.

(b) The Training Plan shall be mutually decided between SOI and the Supplier

(c) During training, user manuals for the Software & SOPs customized to SOI requirements shall be provided.

(d) Training shall be imparted by experts from the firm holding the Copyright/patent certificate of the software and/or Experts certified by such firm.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

35. Termination for Corrupt Practices

Add as Clause 35

if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices, as defined in Clause 14/Section II (GIB) in competing for or in executing the Contract the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

SECTION – VI

LIST OF REQUIREMENTS

Part I: Supply of 115 **Nos** Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone as per Distribution given below:

SI No.	Address of Consignee	Quantity
1	GISTC, Surveyor General's Office, Hathibarkala Estate, Dehradun, Uttarakhand – 248001	10
2	Karnataka Geospatial Data Centre, Survey of India, Sarjapur Road, Koramangala, 2 nd Block, Bangalore - 560034	09
3	Maharashtra & Goa Geospatial Data Centre , Survey Of India, Phule Nagar, Alandi Road, Pune – 411006	10
4	Director, Punjab, Haryana & Chandigarh Geospatial Data Centre, Survey Of India, Survey Complex, Dakshin Marg, Sector 32 A, Chandigarh – 160030	07
5	Uttarakhand & West Uttar Pradesh Geo-spatial Data Centre, Survey of India, 17 E.C Road, Post Box No122, Dehradun PIN-248001	01
6	Andhra Pradesh Geo-spatial Data Centre, Survey of India, Uppal, Hyderabad PIN- 500039	10
7	Jammu & Kashmir GDC, Golf Course Road, Nagrota(J&K), Pin-181221	01
8	Chhattisgarh Geo-spatial Data Centre, Survey of India, Pujari Chambers,Block-A, 3rd Floor Pachpedinaka,Raipur-492001	04
9	Gujarat, Daman & Diu Geo-spatial Data Centre, Survey of India, Sir Creek Bhavan, Sector 10-A, P.O.Box No.1, Gandhinagar PIN- 382010	07
10	Himachal Pradesh Geo-spatial Data Centre, Survey of India, SOI Complex, Dakshin Marg, Sector 32 A, CHANDIGARH PIN - 160 030	03
11	Kerala and Lakshadweep Geo-spatial Data Centre, Survey of India, CGO Complex, Poonkulam, Vellayani PO, THIRUVANANTHAPURAM PIN - 695522	04
12	Madhya Pradesh Geo-spatial Data Centre, Survey of India, Survey Colony, Vijay Nagar, JABALPUR PIN - 482 002	04
13	Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram,NEW DELHI PIN - 110 066	03

14	Assam & Nagaland Geo-spatial Data Centre, Survey of India, Nidhi Bhawan, 2nd Floor Lalmati, NH-37 ,GUWAHATI PIN-781 029	05
15	Rajasthan Geo-spatial Data Centre, Survey of India, Great Arc Bhawan, Sector-10, Plot 19, Vidyadhar Nagar, JAIPUR PIN -302 023	10
16	Tamilnadu, Pondicherry and Andaman & Nicobar Island Geo-spatial Data Centre, Survey of India Block-III, Electronics Complex, Thiru-Vi-Ka Industrial Estate, Guindy, CHENNAI PIN - 600 032	05
17	IISM, Survey Of India, Uppal, Hyderabad-500039	02
18	West Bengal & Sikkim Geo-spatial Data Centre, Survey of India, No.13, Wood Street, KOLKATA PIN - 700016	04
19	East Uttar Pradesh Geo-spatial Data Centre, Survey of India,Manchitra Bhawan, 5 -Vibhuti Khand, Gomti Nagar, LUCKNOW PIN - 226 010	05
20	Jharkhand Geo-spatial Data Centre, Survey of India, Near Magistrate Colony,Doranda,RANCHI PIN - 834002	01
21	Bihar Geo-spatial Data Centre, 7th floor(Block A,F and G) Karpuri Thakur Sadan,Kendriya Karyalaya Parisar,Ashiyana-Digha Road, PATNA PIN - 800 025	03
22	Odisha Geo-spatial Data Centre, Survey of India, Survey Bhawan, PO - RR Laboratory, BHUBANESHWAR PIN - 751 013	04
Total		115

Part II: Required Delivery Schedule:

The delivery of software shall imply supply of software, associated materials, installation & commissioning at sites of various consignees. Delivery period shall not be more than **4 weeks** from the date of supply-order.

Training for operation and upkeep of the equipment, shall be carried out within 30 days of delivery of goods at site.

Part III: Scope of Incidental Services:

Installation & Commissioning as specified in GCC Clause 13.

Part IV: Warranty

As specified in Clause 15/Section IV (GCC)

Part V: Training

As specified in Clause 34/Section IV (GCC)

Section – VII

TECHNICAL SPECIFICATION OF SOFTWARE & COMPLIANCE/DEVIATION STATEMENT

Technical Specification for Procurement of Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping			Bidder's Offered Specifications / Compliance /Deviation Statement (to be filled up by BIDDER)
S.no	Specification	DESCRIPTION	
1	No. of photos	No software limitation on no. of photos/images that can be processed by the software. Should also be able to handle large no. of photos using an elaborate tiling mechanism.	
2	Image formats	The software should support standard image formats like jpg, tiff etc.	
		Capable of importing an CSV/Excel/XML file with list of photos, their file paths, and all photo and photo collection information (thereby eliminating the need to manually enter all this information)	
3	Automatic Aerial Triangulation	Capable of performing automatic aerial triangulation to process images taken from any angle from aerial (manned or UAV) or terrestrial platform	
4	GCP import and editing	Capable of importing and editing GCP to improve the absolute accuracy of the project	
5	Multi camera/sensor support	Capable of using and processing images from different camera in a same project to process them together	
		Image processing capability for both panchromatic and multispectral images	
6	Dense point cloud generation and classification	Capable of automatically generating 3D dense point cloud and automatic classification.	
		Capable of importing point cloud from different sources such as Lidar etc. to generate DSM or Ortho mosaic.	
7	DSM/DTM/DEM from standard 2D photographs	Capable of automatic generating DSM/DTM/DEM from standard 2D photographs	
8	Generation of contour lines	Capability of automatic Generation of contour lines using DEM/DSM	
9	3D modeling with texturing	Capable of automatic generating photorealistic 3D textured models from standard 2D photographs which can be viewed, measured, analysed in the software.	
10	Ortho-mosaic	Capable of creating output as a single geo-referenced ortho-mosaic.	
		Capable of seamless editing of geo-referenced ortho-mosaic and export	
		Capable to remove moving elements from final ortho-photo	

11	Measurements tools for coordinate/distance/ area/ volume	Provide a robust set of tools for 2d/3D measurement and terrain analysis	
12	Distributed/network processing	The software should be capable of merging multiple projects and splitting large project for multi-processing over the network on multiple CPUs.	
13	Supporting Data formats	Capable of supporting all standard data formats like .shp, .mdb,.xls, .MIF, .Tab, .Dgn, .DXF, .XML, .GML/.KML, .KMZ etc. data formats.	
14	Output Results	Sphere-shaped panorama stitching.	
		Ortho-mosaic in GeoTiff format.	
		Nadir DSMs and DTMs in Geotiff format.	
		3D PDF For Easy sharing of 3D mesh.	
		3D texured mesh in .obj, .ply, .dxf and .fbx format.	
		Point cloud in .las,.laz,.xyz and .ply.	
15	warranty	2 years	

Section – VIII (Bidders Form)

(A) Qualification Information

1. Constitution or legal status of Bidder: *[attach copy]*
Place of registration: *[insert]*
Principal place of business: *[insert]*
Power of attorney of signatory of Bid: *[attach]*

2. Turnover of Last Five Years *[(Refer Clause 17 B/Section II (GIB))]*

Year	Turnover (in Indian Rupees)
2014-15	
2015-16	
2016-17	
2017-18	
2018-19	

(B) Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

ATE No.: *[insert number of bidding process]*

1. Bidder's Name *[insert Bidder's legal name]*

2. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*

3. Bidder's year of registration: *[insert Bidder's year of registration]*

4. Bidder's Address in country of registration: *[insert Bidder's legal address in country of Registration]*

5. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

6. Attached are copies of original documents of *[check the box(es) of the attached original documents]*

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 5.3
- Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Section – IX

TENDER ACCEPTANCE FORM

To,
The Surveyor General of India
Survey of India
Dehra Dun

Ref. Your ATE No. _____ due for opening on
_____ *insert date*

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Name, version and Description of software*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the software and perform the associated services as mentioned in the Tender documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we (including the copyright/patent rights holder of software) are not under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance by any Government/Semi-Government entity, as mentioned in Clause 14/Section II (GIB).

We confirm that the Bidder (including the copyright/patent rights holder of software) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the current Contract.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any. “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.”

Name _____

Place: _____

Date: _____

Business Address _____

SECTION – X
PRICE SCHEDULE

BoQ may be uploaded as per instructions given in Tender Enquiry Document.

SECTION – XI**List of Consignee's**

SI No.	Address of Consignee	Quantity
1	GISTC, Surveyor General's Office, Hathibarkala Estate, Dehradun, Uttarakhand – 248001	10
2	Karnataka Geospatial Data Centre, Survey of India, Sarjapur Road, Koramangala, 2 nd Block, Bangalore - 560034	09
3	Maharashtra & Goa Geospatial Data Centre , Survey Of India, Phule Nagar, Alandi Road, Pune - 411006	10
4	Director, Punjab, Haryana & Chandigarh Geospatial Data Centre, Survey Of India, Survey Complex, Dakshin Marg, Sector 32 A, Chandigarh - 160030	07
5	Uttarakhand & West Uttar Pradesh Geo-spatial Data Centre, Survey of India, 17 E.C Road, Post Box No122, Dehradun PIN-248001	01
6	Andhra Pradesh Geo-spatial Data Centre, Survey of India,Uppal, Hyderabad PIN-500039	10
7	Jammu & Kashmir GDC, Golf Course Road, Nagrota(J&K), Pin-181221	01
8	Chhattisgarh Geo-spatial Data Centre, Survey of India, Pujari Chambers,Block-A, 3rd Floor Pachpedinaka,Raipur-492001	04
9	Gujrat,Daman & Diu Geo-spatial Data Centre, Survey of India, Sir Creek Bhavan, Sector 10- A, P.O.Box No.1, Gandhinagar PIN-382010	07
10	Himachal Pradesh Geo-spatial Data Centre, Survey of India, SOI Complex, Dakshin Marg, Sector 32 A, CHANDIGARH PIN - 160 030	03
11	Kerala and Lakshadweep Geo-spatial Data Centre, Survey of India, CGO Complex, Poonkulam, Vellayani PO, THIRUVANANTHAPURAM PIN - 695522	04
12	Madhya Pradesh Geo-spatial Data Centre, Survey of India, Survey Colony, Vijay Nagar, JABALPUR PIN - 482 002	04

13	Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram,NEW DELHI PIN - 110 066	03
14	Assam & Nagaland Geo-spatial Data centre, Survey of India, Nidhi Bhawan, 2nd Floor Lalmati, NH-37 ,GUWAHATI PIN-781 029	05
15	Rajasthan Geo-spatial Data Centre, Survey of India, Great Arc Bhawan, Sector-10, Plot 19, Vidyadhar Nagar, JAIPUR PIN -302 023	10
16	Tamilnadu, Pondicherry and Andaman & Nicobar Island Geo-spatial Data Centre, Survey of India Block-III, Electronics Complex, Thiru-Vi-Ka Industrial Estate, Guindy, CHENNAI PIN - 600 032	05
17	IISM, Survey Of India, Uppal, Hyderabad- 500039	02
18	West Bengal & Sikkim Geo-spatial Data Centre, Survey of India, No.13, Wood Street, KOLKATA PIN - 700016	04
19	East Uttar Pradesh Geo-spatial Data Centre, Survey of India,Manchitra Bhawan, 5 -Vibhuti Khand, Gomti Nagar, LUCKNOW PIN - 226 010	05
20	Jharkhand Geo-spatial Data Centre, Survey of India, Near Magistrate Colony,Doranda,RANCHI PIN - 834002	01
21	Bihar Geo-spatial Data Centre, 7th floor(Block A,F and G) Karpuri Thakur Sadan,Kendriya Karyalaya Parisar,Ashiyana-Digha Road, PATNA PIN - 800 025	03
22	Odisha Geo-spatial Data Centre, Survey of India, Survey Bhawan, PO - RR Laboratory, BHUBANESHWAR PIN - 751 013	04
Total		115

SECTION – XII

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)

(Hereinafter called the "Bidders")

has submitted its Bid dated _____ for the supply of _____

(hereinafter called the "Bid")

against the purchaser's ATE No.

Know all persons by these present that we _____ having our registered office at _____

(Hereinafter called the "Bank") are bound unto Survey of India, Dehradun. (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 of _____ 20____.

The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a. If the bidder fails or refuses to furnish the performance security for the due performance of the contract or
 - b. If the bidder fails or refuses to accept/execute the contract or
 - c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged

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 more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto _____ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
(Name and designation of the Officer)

.....
.....
(Seal, name & address of the Bank and address of the Branch)

SECTION – XIII

MANUFACTURER'S AUTHORISATION FORM

To,
The Surveyor General of India
Survey of India
Dehradun.

Dear Sir,

Ref: Your ATE document No _____ dated _____

We, _____ who are holders of Copyright/Patent Rights of _____ (*name, version and description of the software offered in the bid*) having software development centre at _____, hereby authorize Messrs _____ (*name and address of the agent*) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above software for which copyright/patent rights are held by us.

We also state that we are not participating directly in this bid for the following reason(s):

(*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorized to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred ATE documents for the above software for which copyright/patent rights are held by us.

We also hereby extend our full warranty as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this ATE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and updates and upgrades of the software shall be made available during the warranty period free of charge and support for the software shall be provided for at least 7 years from the date of supply of software.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name and designation*] for
and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note: 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the supplier)

(Hereinafter called “the supplier”) has undertaken, in pursuance of Purchase Order/ Contract no _____ dated _____ to supply _____ (*insert description of goods and services*) (Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (*insert Amount of the guarantee in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will remain in force upto _____ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

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

SECTION – XV

CONTRACT FORM

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF TECHNICAL MANPOWER & WARRANTY OF GOODS

Contract No _____ dated _____

To

(Insert name of Supplier with address)

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. ATE No of Tender Documents: _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Purchaser
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Tender Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Acceptance Form uploaded by the supplier;
 - (vii) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
 - (viii) Manufacturer's Authorisation Form (if applicable);
 - (ix) Purchaser's Notification of Award
 - (x) [any other document(s) listed in GCC/SCC as part of contract]

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Tender Enquiry Document shall also apply to this contract.

- (i) Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference: Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting Unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____
 Total value (in figure) _____ (In words)

(ii) Delivery schedule: _____

(iii) Details of Performance Security required: _____

(v) Destination and dispatch instructions: _____

(vi) Consignee: _____

6. Warranty clause:

7. Payment terms:

 (Signature, name and designation of the Purchaser authorised official) For and on behalf of _____ (Purchaser)

 Received and accepted this contract

 (Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____ (Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

Note: - The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs. 100).

SECTION – XVI

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorized representative)

The following store(s) has/have been received in good condition:

1. Contract/Purchase Order No. &
date: _____

Supplier’s Name: _____

- 1) Consignee’s Name & Address:

- 2) Name of the item supplied
: _____
- 3) Quantity Supplied
: _____
- 4) Date of Receipt by the Consignee
: _____
- 5) Signature of Authorized Representative of Consignee
with date: _____

- 6) Name and designation of Authorized Representative of
Consignee: _____

- 7) Seal of the
Consignee: _____

SECTION – XVII

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be given by consignee's authorized representative)

1 This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. &date: _____
- 2) Supplier's Name: _____
- 3) Consignee's name & Address: _____
- 4) Name of the item Supplied _____
- 5) Quantity Supplied _____
- 6) Date of Receipt by the Consignee _____
- 7) Date of Receipt by the Consignee _____
- 8) The supplier has fulfilled its contractual obligations satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

- i)
- ii)
- iii)
- iv)
- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).
- 10) Signature of Authorized Representative of Consignee with date: _____
- 11) Name and designation of Authorized Representative of Consignee: _____
- 12) Seal of the Consignee: _____

SECTION – XVIII

Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on a Rs.100/- Stamp Paper.

Date:

I _____ S/o, D/o, W/o _____, Resident of _____do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No.33 (3)/2013-IPHW dated 23.12.2013

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said electronic products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No., wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- a. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- b. Date on which this certificate is issued.
- c. Electronic Product for which the certificate is produced.
- d. Procuring agency to whom the certificate is furnished.
- e. Percentage of domestic value addition claimed.
- f. Name and contact details of the unit of the manufacturer.
- g. Sale Price of the product.
- h. Ex-Factory Price of the product.
- i. Freight, Insurance and handling.
- j. Total Bill of Material.

- k. List and total cost value of inputs used for manufacture of the electronic product.
- l. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house.
- m. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of _____ (Name of firm/entity)

Authorised signatory
(To be duly authorised by the Board of Directors)