

DEPARTMENT OF SCIENCE AND TECHNOLOGY
SURVEY OF INDIA

BID DOCUMENT FOR

*Supply, Installation/System Integration, Commissioning, Maintenance,
Training and Operation for Establishment of Continuously Operating
Reference System Network*

Purchaser:

Surveyor General of India, Survey of India,
Post Box: 37, Hathibarkala Estate, DehraDun-248 001,
UTTARAKHAND

Important Dates

Call for Tender	..	30th August, 2016	(10.00hrs.)
Pre Bid Meeting	..	08th September,2016	(11.00 hrs.)
Last date of receipt of Tender	..	22nd September, 2016	(10.00hrs.)
Technical Bid Opening	..	22nd September, 2016	(11.00hrs.)

Price - Rs. 10,000/-(Rupees Ten thousand only)

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ABBREVIATIONS USED

1.	BDS	--	Bidding Data Sheet
2.	ITB	--	Instruction To Bidders
3.	GCC	--	General Conditions of Contract
4.	SCC	--	Special Condition of Contract
5.	AMC	--	Annual Maintenance Contract
6.	CMC	--	Comprehensive Maintenance Contract

PART 1 : BIDDING PROCEDURES

SECTION I. INSTRUCTIONS TO BIDDERS

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Section I. Instructions to Bidders

General

Survey of India is the premier National Mapping Agency of India. One of its prime responsibilities is to provide accurate positioning to various consumers for variety of uses such as cadastral mapping, fleet & traffic (road & rail) management, geodynamic studies etc. In the past the accurate possible positioning was determined by rigorous field observations by various surveying instruments such as theodolite, EDM, Total station, invar tape etc. With the advent of satellite technology, GNSS are used for precise positioning with observation in differential mode and post processing. SOI has established about 2500 Ground Control Points (GCPs) uniformly distributed throughout the country whose standardized co-ordinates are known. Today users want the precise positioning online for instant accurate location anywhere for variety of uses. The user does not want to involve in rigorous computation or manipulation of sophisticated instruments. As a part of this endeavour, SOI wants to establish continuously operated reference station network at predetermined locations at a suitable spacing to provide online positioning with desired accuracy and ensure the sustainable, nationally compatible deployment of GNSS CORS infrastructure in future, capable of accommodating a variety of providers and ensuring an efficient and effective Nation-wide coverage and service for the positioning needs of a diverse user community.

In this connection, for and on behalf of the President of India, Surveyor General of India, Survey of India, Dehra Dun-248001 invites RFP for “Establishment of Continuously operated Reference Station Network” at 36 stations as pilot project.

1.Scope of Bid

The Scope of this Contract includes all supply of Goods and Related Services incidental there to as well as all Civil and Electrical works that shall be required for ‘Establishment of **Continuously operated Reference Station Network on Turnkey Basis**’.

Supply is an essential component of this Contract and includes all hardware’s, software’s, instruments, peripherals and accessories that will be required for commissioning of Control Centre, Site Server and Reference Stations for establishing RTK Network.

The bidder is also required to carry out all civil and electrical work for monumentation of Reference Stations, mounting the antenna, housing the receivers and peripherals in Secure Boxes, installation of requisite hardware’s, software’s, communication systems, instruments and associated peripherals at the Control Centres, Site Servers and Reference Centres – for commissioning of Control Centre and Reference Stations that form part of the RTK Network.

The bidder shall also provide maintenance and operational support and other incidental services stipulated in the RFP document.

Training and hand-holding to SOI personnel for operational and emergency support and preventive maintenance of essential components of RTK network is also an essential component of

this RFP.

1.1 Throughout these Bidding Documents:

- (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day.

2. Source of Funds

2.1 Expenditure to be incurred for this Contract shall be met from the funds available from the **Plan Head from the Department of Science & Technology**.

3. Fraud and Corruption

3.1 It is required by all concerned namely the Consignee/Bidders/Suppliers 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.

4. Eligible Bidders

4.1 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Bidding Document. Further, if the purchasing Ministry/Department engages a consultant to prepare a project report, that consultant will not be eligible to quote against the RFP subsequently floated by that Ministry/ Department for purchase of goods for that project ; or
- (b) **Submit more than one bid in this bidding process;**
- (c) **Both Indian agent & OEM/Principal cannot bid together**

- (d) Indian agent cannot bid for two or more principals/OEM
- 4.2 The suppliers/ firms who stand deregistered/ banned/ black-listed by any Government Authority due to any reason including corrupt and fraudulent practices adopted by them will not be eligible to receive government contract.
- 4.3 Indian manufacturers should have got registered with company of Law Affairs under Company's Act.
- 4.4 Indian Agents representing Foreign Principals should have got enlisted with Central Purchase Organization (e.g. DGS&D) as per compulsory enlisted scheme of Department of Expenditure, Ministry of Finance as per provision of Rule 143 of General Financial Rule 2005. Also please visit www.dgsnd.gov.in for enlistment.
- 4.5 Bidders shall provide self-certification in support of satisfactorily meeting the eligibility criteria. They shall also submit such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 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. The bidder shall declare the Origin of Goods in the price schedules attached at Section IV.
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation/system Integration, Commissioning, training, and initial maintenance and operation support.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Content of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The RFP Documents consist of Parts 1, 2 and 3 which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing or by e-mail at the Purchaser's address/e-mail specified in the BDS. The Purchaser will respond in writing/e-mail to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. In case the query is of important nature the Purchaser may publish its response in the web-site mentioned in the Bidding Documents including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

7.2 Pre-bid meeting

7.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the venue and date/time specified in the BDS.

7.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.2.3 The bidder is requested to submit any questions in writing or by

e-mail specified in BDS/7.1 to reach the Purchaser not later than one week

Before the meeting.

7.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published on the SOI website www.surveyofindia.gov.in. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause 8, which shall be published on website mentioned above and not through minutes of the pre-bid meeting.

7.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be published on SOI website www.surveyofindia.gov.in

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 10.2 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the bid etc, the English translations shall prevail.

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):

- i) Bid Security in accordance with ITB Clause 21**
- ii) Bidding Forms as per Section IV (without indicating any prices) including**
 - (1) Bidder Information Form**
 - (2) Bid Submission Form for UNPRICED BID**
 - (3) Price Schedule for UNPRICED BID filled up with all the details including Make, Model etc. of the goods offered with prices blank (but without indicating any prices).**
 - (4) Price Schedule – Related Services (but without indicating any prices)**
 - (5) Price Schedule – Comprehensive Annual Maintenance Contract**
 - (6) Bid Security (Bank Guarantee)**
 - (7) Manufacturer’s Authorization**
 - (8) Service Support Details**
 - (9) Technical Detail Form**
 - (10) Performance Statement Form along with relevant copies of orders and end users’ satisfaction certificate, in support of para 4(b) of Section III.**
 - (11) Undertaking of Authenticity for Instrumentation, Desktops, Servers and other IT infrastructure Supplies**

- i) Documentary evidence, as necessary in terms of ITB Clause 4 and ITB Clause 16.1, establishing that the bidder is eligible to submit the bid.
- ii) Documentary evidence, as necessary in terms of ITB Clause 19.1 establishing that the bidder meets the qualifications to perform the contract if its bid is accepted.
- iii) Documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- iv) Power of Attorney should be on non-judicial stamp paper of appropriate value in favour of signatory of the Bid as well as the signatories of Manufacturers' Authorization Form pursuant to ITB Clause 19.1.
- v) Documents and relevant details to establish in accordance ITB Clauses 18 and 30 and Section VI/3 (Technical Specifications) that the goods and the allied services to be supplied by the bidder conform to the requirement of the bid documents.
- vi) Certificate of Incorporation in the country of origin.
- vii) any other UNPRICED document required in the BDS including those specified in BDS/11.1.

(B) PRICED BID:

The information given at clause no. 11.1 (A) ii (2), (3) above should be reproduced with the prices indicated. Thus, the Priced Bid shall comprise the following:

- (4) i. Price Schedule for PRICED BID filled up with all the details including Make, Model etc. of the goods offered. Price Schedule for PRICED BID shall be filled up consignment-site wise.
- (4) ii. Price Schedule – Related Services
- (4) iii. Price Schedule – Comprehensive Annual Maintenance Contract
- (4) iv. Bid Submission Form for PRICED BID

N.B.

(a) All pages of the bid should be page numbered and indexed.

(b) It is the responsibility of bidder to go through the bid document to ensure furnishing all required documents in addition to above, if any.

11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid.

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 rejected.

11.4 Bid sent by fax/telex/cable/electronically shall be ignored.

12. Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services for PRICED BIDS, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

13. Alternative Bids

- 13.1 Alternative bids shall not be considered.

14. Bid Prices

- 14.1 The prices quoted by the Bidder in the Bid Submission Form and in the Price Schedules of PRICED BID shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules of PRICED BID.
- 14.3 The price to be quoted in the Bid Submission Form of PRICED BID shall be the total price of the bid.
- 14.4 Deleted
- 14.5 The terms EXW, FOB, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms 2010, published by The International Chamber of Commerce,.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. Any component(s), not explicitly asked in the RFP, but implicit in the Total Solution has also to be quoted. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, for transportation and insurance services Bidder shall conform with the requirements of GCC Clauses 25 and 24. :

(a) For domestic goods or goods of foreign origin already imported:

- (i) the price of the goods quoted EXW (ex works/ ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable), including all taxes and duties like sales tax, VAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, storage, packing & forwarding, loading/unloading and other local services required to convey the Goods to their final destinations specified in the **BDS**.
 - (iv) Turn-key and other related services for installation, testing, commissioning , training, operating support etc inclusive of all applicable taxes
 - (v) Comprehensive Annual Maintenance Cost discounted to present NPV inclusive of all applicable taxes
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:

- (i) the price of the Goods, quoted (FOB/FCA + Ocean/Air Freight) at named port/airport of destination, in the Purchaser's Country, as specified in the **BDS**;
- (ii) the price for inland transportation, insurance, storage, packing & forwarding, loading/unloading, custom clearance and other local, services required to convey the Goods from the entry-port to their final destinations specified in the **BDS** on DDP basis ;
- (iii) Turn-key and other related services for installation, testing, commissioning , training, operating support etc inclusive of all applicable taxes
- (iv) Comprehensive Annual Maintenance Cost discounted to present NPV inclusive of all applicable taxes

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30

14.8 Bidders should quote for all the lots (line-items) and also **100%** percent of the quantities specified for each lot and associated services. Bids of bidders not quoting for all the line-items and/or full quantity of each of the line-items as mentioned in ITB Clause 1.1 - shall be treated as non-responsive.

14.9 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

15. Currencies of Bid

15.1 Bidders shall quote and accept payment in Indian Currency

15.2 Indian agents of foreign suppliers shall receive their agency commission in Indian Currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms and submit documents as required therein.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms of Techno-Commercial Un-priced Bid (which does not include the PRICE), included in Section IV, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related Services

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period of **10 (ten) years** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 18.5 The Bidder shall also submit a document giving full details of Total Solution offered. Any component(s), not explicitly asked in the RFP, but implicit in the Total Solution has also to be quoted.

19. Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms, for all the line items (lots) listed in BDS/Reference Clause ITB 1.1, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country. Power of Attorney in favour of signatory of Manufacturer's Authorization Form should also be submitted.
 - (b) not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by its subsidiary/logo group company/franchise in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations and provide operational support prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
 - (d) bidder can submit only 1(one) bid. Bids from bidders submitting more than 1(one) bid, shall be treated as non-responsive.
 - (e) Supplies for any particular item in each lot of the bid should be from one manufacturer only for the entire quantity required. Bids from agents offering supplies from different manufacturers for the same item of the lot in the bid will be treated as non-responsive

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period 180 days from the opening of the price bid. A bid valid for a

shorter period shall be rejected by the Purchaser as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country and shall:

- (a) at the bidder's option, be in the form of a bank guarantee valid for six months (validity may require further extension) from a banking institution in acceptable form any of commercial Banks;
- (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 45 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;
- (f) The earnest money shall be denominated in Indian Rupees for an amount of 50,00,000/- (fifty lakhs)
- (g) *If the bid security is taken in India it should be from Nationalized/Scheduled Banks* 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.

21.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) **if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or**
- (b) **if the successful Bidder fails to:**
 - (i) *sign the Contract in accordance with ITB Clause 43;*

(ii) *furnish a Performance Security in accordance with ITB Clause 44.*

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “**ORIGINAL.**” In addition, the Bidder shall submit one **DUPLICATE** copy of the bid, and clearly mark it “**DUPLICATE COPY.**” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. “Power of Attorney on non-judicial stamp paper of appropriate value” confirming the signature as a person duly authorized to sign on behalf of the bidder should be attached with the bid.
- 22.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 22.4 All the copies of the bid shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the bid including printed literature, if any shall be initialed by the same person(s) signing the bid.

23. Submission and Opening of Bids

Submission, Sealing and Marking of Bids

- 23.1 (a) Bidders may always submit their bids by mail or by hand. Bidders shall not have the option of submitting their bids electronically.

(b)The bidders are to deposit the bids in the tender box kept for this purpose at the office of :

**Surveyor General’s Office,
Survey of India,
Hathibarkala Estate,
Dehradun-248001
Uttarakhand
Ph No : 0135-2746805 .**

- (c) In case of bulky bid, which can not be put into tender box, the same shall be submitted by the bidder by hand to the nominee of **Surveyor General of India**, Survey of India The officer receiving the bid will give the bidder an official receipt duly signed with date and time.
- 23.2 Two Bid System is being followed in this Bid. Bidders are required to bi-furcate their quotation in two parts. The first part is to contain the relevant technical specifications and allied commercial details as required in terms of the bid enquiry documents and the second part shall contain only the price quotation. The first part shall be superscribed as ‘Techno-Commercial (UNPRICED) Bid’ and the second part ‘Financial (PRICED) Bid’.

The ‘Techno-Commercial (UNPRICED) Bid’ and the ‘Financial (PRICED) Bid’ should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.3 and 23.4.

23.3 Bidders submitting bids by mail or by hand, shall enclose the ORIGINAL and DUPLICATE copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2, 23.3 and 23.4.

23.4 The inner and outer envelopes shall:

- (a) **Bear the name and address of the Bidder;**
- (b) **bear addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;**
- (c) **bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and**
- (d) **bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.**

23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the Power of Attorney on non-judicial stamp paper of appropriate value) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for

submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

27.2 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders.

The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.

27.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "Power of Attorney on non-judicial stamp paper of appropriate value" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. All other envelopes shall be opened one at a time thereafter. Only envelopes that are opened and read out at Bid opening shall be considered further. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The **Techno-Commercial Bids** shall be opened in the first instance, at the prescribed time and date as indicated in the BDS corresponding to ITB 27.1. These Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the bids, as deemed fit by the bid opening official(s). The Purchaser shall prepare a record of the Techno-Commercial Bid opening.

27.5 Thereafter, in the second stage, the Priced Bids of only the Techno - Commercially acceptable offers (as evaluated in the first stage) shall be opened for further scrutiny, evaluation, ranking and placement of contract **on a date notified after the evaluation of the Techno – Commercial bid.** The date of Priced Bid Opening shall be notified on www.surveyofindia.gov.in website. The prices will be read out during this stage. The Purchaser shall prepare a record of the Priced Bid opening.

Evaluation and Comparison of Bids

28. Basic Principle

28.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the bid

document (based on which offers have been received) and the terms, conditions etc. stipulated by the bidders in their bids. No new condition shall be brought in while evaluating the bids. Similarly, no RFP condition (specially the significant/essential ones) shall be over looked while evaluating the bids. Aim should be to ensure that no bidder gets undue advantage at the cost of other bidders and/or at the cost of the purchaser.

Bids will be evaluated by a Committee in three stages as under:

- a. Preliminary scrutiny of Un-Priced bid to determine the responsiveness of the bid.
- b. Technical Evaluation of Un-Priced bids.
- c. Evaluation of Priced bids.

29. PRELIMINARY SCRUTINY OF UN-PRICED BIDS:

29.1 The Purchaser will examine the Tenders to determine whether they are complete, , whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

29.2 Prior to the detailed technical evaluation of Un-Priced bids, the Purchaser will determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP Document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), EMD (ITB Clause 21), Taxes & Duties (GCC Clause 17), Force Majeure (GCC Clause 32) and Applicable law (GCC Clause 37) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

29.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

29.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the RFP document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

29.5 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;

- (i) Bid form as per Section IV (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required E M D (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section IV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute

resolution mechanism applicable law.

- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per ITB Clauses 4, 16 & 19.
- (xii) Tenderer has not quoted for all the lots (line-items) specified in ITB Clause 1.1 and/or not quoted for all the items for each lot.

29.6 Minor Infirmary/Irregularity/Non-Conformity: If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

30 TECHNICAL EVALUATION OF UN-PRICED BIDS:

30.1 The purchaser, through the above process of **preliminary scrutiny shall** determine to its satisfaction **whether** the **bidder**, whose **bid** has been determined as responsive **is eligible, technically** qualified and capable in all respects to perform the contract satisfactorily.

30.2 The above-mentioned determination will, inter alia, take into account the **bidders financial and** technical capabilities for satisfying all the requirements of the purchaser as incorporated in the **RFP** document. Such determination will be based upon scrutiny and examination of all relevant data and details **stipulated in the RFP document and** submitted by the **bidder** in its **bid** as well as such other allied information as deemed appropriate by the purchaser.

30.3 The criteria and marking scheme spelt out in Section III of the RFP. The bids which meet the minimum qualifying score as specified in Section-III shall be declared as technically qualified and the same shall be intimated to all the bidders.

EVALUATION OF PRICED BIDS:

31 Discrepancies in Prices

31.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

31.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.

31.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31.1 and 31.2 above.

31.4 If, as per the judgments of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the

tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

32. Discrepancy between original and copies of Tender

- 32.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

33. Eligibility and Qualification Criteria

- 33.1 Tenders of the tenderers, who do not meet the required Eligibility and Qualification Criteria as per ITB Clauses 4 & 19, will be treated as non – responsive/not qualifying and will not be considered further.

34. Conversion of tender currencies to Indian Rupees

- 34.1 Deleted

35. No Lot-wise Evaluation

Evaluation will be done for all the lots (line items) as specified in ITB Clause 1.1 taken together. Tenderers not quoting for all the lots (line-items) specified in ITB Clause 1.1 and/or not quoting for all the items for each lot will be declared unresponsive.

36. Comparison of Tenders

- 36.1 The comparison/ranking of the responsive and technically qualified bids as L1,L2,L3 for the purpose of evaluation shall be carried out on the basis of Prices of goods up-to consignee site on Delivery Duty Paid (DDP) basis, price of turnkey and other related services quoted and Comprehensive Annual Maintenance Contract Price (discounted to present NPV @ 10% per annum) - as per Price Schedule of Performa at Section IV. The Priced bid evaluation criteria spelt out in Section-III/2.

37. Deleted

38. Contacting the Purchaser

- 38.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 38.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

Award of Contract

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

40. Award Criteria

- 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive and technically qualified as per the provisions of the RFP Document.

41. Purchaser's Right to Vary Quantities at Time of Award

- 41.1 The quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, may be reasonably varied.

42. Notification of Award

- 42.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

43. Issue of Contract

- 43.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section IX) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 43.2 Within twenty one days from the date of issue of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 43.3 The Purchaser/Consignee reserve the right to issue the Contract consignee-wise.

44. Performance Security

- 44.1 Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II. BIDDING DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Surveyor General of India, Survey of India, Post Box: 37, Hathibarkala estate, DehraDun-248001, UTTARAKHAND.
ITB 1.1	<p>The name and identification number of the RFP is:</p> <p><i>‘Establishment of Continuously Operated Reference Station Network’</i></p> <p>RFP REFERENCE: date:</p> <p>The number, identification and names of lots comprising this Bid are :</p>
ITB 2.1	The name of the Project is: <i>“Establishment of Continuously Operated Reference Station Network “</i>
	B. Contents of Bidding Documents
ITB 7.1	<p>For Clarification of bid purposes, the Purchaser’s address is:</p> <p>Surveyor General of India , Survey of India, Dehradun-248001. Ph No : 0135-2746805 Facsimile: 0135-2743331 Email: sgo.technical soi@gov.in Web: www.surveyofindia.gov.in</p>
ITB 7.2	<p>Venue and Date/Time of Pre Bid Conference:</p> <p>Conference Hall, Surveyor General’s Office Survey of India, Dehradun-248001.</p> <p>Date: 01-09-2016 Time: 10:30 hrs</p>
	C. Preparation of Bids
ITB 11.1	<p>1. All bidders should also submit following additional documents/ information in respect of</p> <p>(i) Copies of original documents defining the constitution or legal status,</p>

place of registration and principle place of business of the company or firm or partnership, etc.

(ii) The bidder should clearly confirm that all the facilities exist in his factory and/or the factories of respective manufacturers of line-items, whose goods have been quoted by the bidder as authorized agent - for inspection and testing in respect of each of those and these will be made available to the Purchaser or his representative for inspection.

(iii) Details of Service Centres and information on service support facilities that would be provided during/after the warranty period [in the Service Support Form given in Section IV] – in respect of all the line-items (lots) mentioned in ITB Clause 1.1 of the bid-document.

(iv) Reports on financial standing such as profit and loss statements, balance sheets and auditor's report for the past 5 years (2010-15 to 2015-16), banker's certificates, etc.

(v) Manufacturers' Authorization Form

(vi) Documents in support of availability of service facilities in India for spare-parts and after-sales service support.

(vii) (a) The bidder should furnish write-up detailing the scope of work and technical details and all relevant information on all previous commissioning, clearly spelling out the actual role played by him in such commissioning. This should include the role of the bidder in supplies, installation cum integration of IT and non-IT components, operation and maintenance of CORS Network Systems /Network RTK Systems carried out by him (in his name) as Contractor during the last 5 years (Year 2011-16) in India and also certificate of satisfactory commissioning and performance from respective client. The relevant documents should include

(vii)(b) Letter of award / Work Order / Contract agreement in respect of such previous Commissioning. The bidder shall also submit Completion / execution certificate/ documentary evidence of such Final Commissioning indicating time period and value of work executed containing Reference number of Letter of Award of Work/WO/Contract.

(viii)(a) The bidder should furnish write-up detailing the scope of work and technical details and all relevant information on all previous commissioning, clearly spelling out the actual role played by him in such commissioning. This should include the role of the bidder in supplies, installation cum integration of IT and non-IT components, operation and maintenance of Network RTK Systems carried out by him (in his name or in name of company sharing Corporate logo) as Contractor during the last

5 years (Year 2011-16) outside India and also certificate of satisfactory commissioning and performance from respective client.

(viii)(b) Letter of award / Work Order / Contract agreement in respect of such previous Commissioning. The bidder shall also submit Completion / execution certificate/ documentary evidence of such Final Commissioning indicating time period and value of work executed containing Reference number of Letter of Award of Work/WO/Contract.

(ix) Documentary evidence/ declaration statement/disclaimer statement in support of eligibility criteria at Section 1/Clause 4.

(x) The bidder should submit bio-data, detailing experience and expertise of the key-personnels and clearly bringing out the role he will be assigned in the project.

(xi) Write-up containing Bidder's approach & methodology, work plan, organization and staffing for carrying out the Contract. Bidder should also submit staffing pattern of the key personnel in an organogram

(xii) Write-up detailing the capability of the bidder to provide operation and maintenance support and details of service centres and information on service support facilities that would be provided during/after the warranty period

(xiii) Write-up and document detailing the Training Program and hand-holding that shall be provided to SoI personnel for operational & emergency support and preventive maintenance of Essential Components of Network RTK

(xiv) Write-up and document detailing the structure/mechanism proposed for operational & emergency support and maintenance of all Components of Network RTK to ensure minimum downtime of RTK network.

(xv) Time schedule in tabular and PERT form for execution to meet the timelines and milestones stipulated in the RFP

(xvi) Total Solution Document

The Bidder shall also submit the following additional documents in its bid:

1. The bidder should ensure compatibility of the components used in the solution. A letter of confirmation should be attached along with the Technical compliance from all the OEMs (Original Equipment Manufacturer) on the interoperability for this bid.

2. The bidder shall provide a detailed technical compliance statement for offered products and specifications in format provided in Form 8 (Technical Detail Form) / Section IV

3. The bidder should list detailed bill of materials for all the items and sub-items offered along with part numbers as part of Schedule of Requirements.

4. The bidder must provide item/sub-item-wise breakup prices as per detailed Bill of Materials, wherever applicable, as part of Payment Schedule.

5. The total solution document shall be provided by the bidder along with the technical offer.

6. The bidder should bring out gaps in the bid document, if any, which might be

	<p>required for completing the total solution and also quote for total solution.</p> <p>7. The quoted make and models must be clearly specified for all the items/sub-items.</p> <p>8. Full technical specifications and literature must be provided for all the quoted items including sub-items.</p> <p>9. Licensing information for the quoted software must be provided in detail.</p> <p>10. Acceptance test procedure (ATP) document for equipments supplied should be provided by the bidder. Acceptance test on the supplied equipment must be conducted as per the ATP document.</p>
ITB 14.6 (a) (iii); (b)(ii)	<p>“Final destination (for Control Centre)”:</p> <p>1) Geodetic & Research Branch,, Survey of India, 17-EC Road, Dehradun-248001, UTTARAKHAND., INDIA</p> <p>“Final destination (for Reference Stations)”:</p> <p>1) Approx. 11 locations in Odisha separated 50-60 km apart</p> <p>2) Approx. 14 locations in Andhra Pradesh separated 50-60 km apart</p> <p>3) Approx. 11 locations in Karnataka separated 50-60 km apart</p>
ITB 19.1	Bids from Joint Venture is not acceptable.
ITB 21.2 (a)	<p>EMD is submitted in form of Bank Guarantee. , in favour of</p> <p>“Establishment & Accounts Officer, Surveyor General’s Office” payable at Dehradun.</p>
	D. Submission and Opening of Bids
ITB 23.2	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>RFP No. S-</p> <p style="text-align: center;">Name of Project “Establishment of Continuously Operated Reference Station Network”</p>
ITB 24.1	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>Surveyor General of India, Surveyor General’s Office, Survey of India, Dehradun, Uttarakhand-248001 Ph No : 0135-2746805 Facsimile: 0135-2743331 Email: sgo.technical soi@gov.in Web: www.surveyofindia.gov.in</p>

	<p>The deadline for the submission of bids is:</p> <p>Date:</p> <p>Time: <i>hrs</i></p> <p>Add at the end of ITB Clause 24.1 the following:</p> <p>“In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received upto the appointed time on the next working day.”</p>
<p>ITB 27.1</p>	<p>(i)The opening of <u>Techno-Commercial Unpriced Bid</u> shall take place at:</p> <p>Conference Hall, Surveyor General’s Office, Survey of India, Dehradun, Uttarakhand-248001 Ph No : 0135-2746805 Facsimile: 0135-2743331 Email: sgo.technical soi@gov.in Web: www.surveyofindia.gov.in</p> <p>Date: 20-09-2016</p> <p>Time: 15:00 hrs</p> <p>(ii)The opening of <u>Priced Bid</u> shall take place at:</p> <p>Conference Hall, Surveyor General’s Office, Survey of India, Dehradun, Uttarakhand-248001 Ph No : 0135-2746805 Facsimile: 0135-2743331 Email: sgo.technical soi@gov.in Web: www.surveyofindia.gov.in</p> <p>The Date and Time of the opening of Priced Bid shall be communicated to Bidders qualified in Techno-Commercial Un-priced Bids.</p> <p>Add at the end of ITB Clause 27.1 the following:</p> <p>“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.”</p>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents	Page
1. Technical Evaluation Criteria (ITB 30)	35
2. Priced bid Evaluation Criteria (ITB 36)	35

1. Technical Evaluation Criteria (ITB 30):

1.1 Criteria

Sl. No	Criteria	Weightage (in %)
FINANCIAL CAPABILITY		10
1.	Turnover in India	10
PAST EXPERIENCE OF THE FIRM		30
2.	Installation Base of CORS (with or without Network RTK) in India	15
3.	Experience in Establishing the Network RTK in other countries	15
IMPLEMENTATION CAPACITY		20
4.	Key Staff expertise in India related to the scope of work of this RFP	10
5.	Service Support Centre in India	10
PROJECT APPROACH AND METHODOLOGY		40
6.	Total Solution proposed as per the RFP	20
7.	Time schedule in tabular and PERT form for execution to meet the timelines and milestones stipulated in the RFP	10
8.	Proposal for Training Program and hand-holding SoI personnel for operational support, preventive and emergency maintenance of Essential Components of Network RTK	5
9.	Structure/Mechanism proposed for Operational and Emergency support, maintenance of all Components of Network RTK system to ensure minimum down-time of RTK net-work	5

1.2 Following documents are required to be submitted in support of the capacity of the bidder as per the evaluation criteria stipulated above. The documents submitted by the bidders will form the basis of technical evaluation:

1.2.1 Financial capability: The Minimum turnover of the bidder shall not be less than 30 Crores during at least 3(three) of the last five Financial Years. The bidder shall submit the documents as listed in BDS corresponding to ITB 11.1 (iv).

1.2.2 Past Experience of the firm:

Installation Base of CORS (with or without Network RTK) in India: The bidder shall submit the documents as listed in BDS corresponding to ITB 11.1 (vii)(a) and (vii)(b).

Experience in Establishing the Network RTK in other countries: The bidder shall submit the documents as listed in BDS corresponding to ITB 11.1 (viii)(a) and (viii)(b).

1.2.3 Implementation Capacity: The bidder shall submit the documents as listed in BDS corresponding to ITB 11.1 (x) and (xii).

Bidder shall confirm availability of all Key Personnel whose CVs were submitted in the bid/proposal till completion of the work. If any of the Key personnel become unavailable during execution of the work, he shall provide a written adequate justification and evidence satisfactory to the Purchaser, together with the substitution request. In such case, replacement key personnel shall have equal or better qualifications and experience than those of the originally proposed key personnel. Bidder shall also maintain the proposed Organisation and Staffing Structure given in Bid till successful completion of work.

Bidders shall also note that CVs submitted as part of the bid/proposal shall form the basis of Evaluation of the bid. However, if required, the Bidder shall ensure deployment of sufficient number of qualified personnel for timely completion of the scope of Contract within stipulated time.

1.2.4 Project Approach and Methodology: The bidder shall submit the documents as listed in BDS corresponding to ITB 11.1 (x), (xiii), (xiv), (xv) and (xvi).

2.Priced Bid Evaluation Criteria (ITB 36):

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36, using the following criteria and methodologies.

- (a) Delivery schedule: The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period no adjustment will be carried.
- (b) Deviation in payment schedule. **No deviation Permitted**
- (c) Cost of major replacement components, mandatory spare parts, and service. **Not Used**
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid: **No Deviation Permitted**. Service facilities in Purchaser's country for spare-parts and after-sales service is mandatory. Bids from bidders not having such facilities in India will be treated non-responsive.
- (e) Comprehensive Annual Maintenance cost: **CAM cost shall be discounted to present NPV @ 10% per annum**
- (f) Performance and productivity of the equipment. **Not Used**
- (g) Specific additional criteria: Nil

SECTION IV. BIDDING FORMS

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**BID FORMS FOR
TECHNO-COMMERCIAL (UNPRICED BID)**

Please Refer Clause 11(A) of ITB

1. 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]*

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

Total No. of pages _____

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Deleted
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Registration with DGS&D: <i>[insert Enlistment Letter No. or indicate "Not Applicable."]</i>
7. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
8. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

2. Bid Submission Form – For Techno-Commercial (UNPRICED) Bid

[The Bidder shall fill in this Form in accordance with the instructions indicated 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]*

TENDER No.: *[insert number of Tender Enquiry]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: **as QUOTED in the price schedule(s)**, attached herewith and made part of this tender ***[DO NOT insert the bid price here];***
- (d) The discounts offered and the methodology for their application are: **as QUOTED in the PRICED BID and made part of this Tender Discounts.** If our bid is accepted, the following discounts shall apply. ***[DO NOT insert Details here];***

Methodology of Application of the Discounts. ***[DO NOT insert Methodology here]***

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.1;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible by the any Government Authority, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.2;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) As Indian manufacturer we have got registered with company of Law Affairs under Company’s Act and hereby submit proof of the same. *(for Indian Manufacturers only)*
- (m) As Indian Agent representing Foreign Principals, we have got enlisted with Central Purchase Organization (e.g. DGS&D) as per compulsory enlisted scheme of Department of Expenditure, Ministry of Finance as per provision of Rule 143 of General Financial Rule 2005 and hereby submit proof for the same. *(for Indian Agents representing Foreign Principals only)*
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (p) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, “Prevention of Corruption Act 1988.”

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

3. Price Schedule Forms for Techno-Commercial Bid (UN-Priced Bid):

3(i)(a) PRICE SCHEDULE FOR DOMESTIC GOODS

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

1	2	3	4					5		
Lot/Line-Item	Brief Description of Goods (Include Make & Model)	Quantity (Nos.)	Ex - factory/ Ex - warehouse/Ex-showroom/Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/unloading and Incidental costs till consignee's site (e)	Unit DDP Price at consignee's site (Rs) (f) =a+b+c+d+e	Total DDP Price at consignee's site (Rs) 3 x 4(f)	
1	Control Centre with DR (All components) (With sub-component wise details, quantity and respective pricing)		X	<i>Do Not Enter Prices</i>					X	X
2	Receiver Station (All components) (With sub-component wise details, quantity and respective pricing)		X	X	X	X	X	X	X	

Section IV Bidding Forms

3	Communication Network (With sub-component wise details, quantity and respective pricing)		X						X
4	Software Solution (With sub-component wise details, quantity and respective pricing)	X	X	X	X	X	X	X	X

Total bid price in Rupees (in figures): As Quoted in Priced Bid (Do Not Enter Prices Here)

In words: As Quoted in PRICED BID (Do not Enter Prices Here)

- Note:** - (i) The charges Related Services shall be quoted separately as per – Table 3(iii) and 3(iv) respectively
(ii) Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table
(iii) Any item not explicitly defined in the Technical Specifications but implicitly required as part of the system/solution should be quote with details about its utility, quantity and prices suitably as sub-component in the above table.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

3(i)(b) PRICE SCHEDULE FOR GOODS OF FOREIGN ORIGIN LOCATED IN INDIA

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

1 Lot/Li ne- Item	2 Brief Description of Goods (Include Make & Model)	3 Country of Origin	4 Qua ntity (No s.)	5 Price per						6 Total DDP Price at consignee's site (Rs) 4 x 5(f)
				Unit Price inclusive of Custom Duties & Import Taxes (a)	Custom Duties & Import Taxes (b)	Unit Price NET* of Custom Duties & Import Taxes (*as applicable) (c)= (a) – (b) (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Unit DDP Price at consignee's site (Rs) (f) =c+d+e	
1	Control Centre with DR (All components) (With sub-component wise details, quantity and respective pricing)			X	X	X	X	X	X	X
2	Receiver Station (All components) (With sub-component wise details, quantity and respective pricing)			X	X	X	X	X	X	X
3	Communication Network (With sub-component wise details, quantity and respective pricing)			<i>Do Not Enter Prices</i>						X

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4	Software Solution (With sub-component wise details, quantity and respective pricing)			X	X	X	X	X	X	X
---	---	--	--	---	---	---	---	---	---	---

Total bid price in Rupees (in figures): As Quoted in Priced Bid (Do Not Enter Prices Here)

In words: As Quoted in PRICED BID (Do not Enter Prices Here)

- Note:** - (i) The charges Related Services shall be quoted separately as per – Table 3(iii) and 3(iv) respectively
(ii) Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table
(iii) Any item not explicitly defined in the Technical Specifications but implicitly required as part of the system/solution should be quote with details about its utility, quantity and prices suitably as sub-component in the above table.

Name _____

Business Address _____

Place:

Signature of Bidder

Date:

Seal of the Bidder

3(ii) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

1	2	3	4	5							6
Lot/L ine- Item	Brief Description of Goods (Include Make & Model)	Country of Origin	Quantity (Nos .)	Price per unit (Currency)							Total DDP Price at consignee's site = 4X 5 (g)
				FOB/FCA Price at port/airpor t of Loading (#Inclusive of Indian Agency Commission (a)	Insurance (port/airport of loading to port/airport of entry) and other Incidental costs (b)	#Carriage (port/airport of loading to port/airport of entry) and other Incidental costs (c)	Custom Duties / Import Taxes (d)	#Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Unit DDP Price at consignee's site inclusive of Custom Duties/ Import Taxes (f) = a+b+c+d+e	Unit DDP Price at consignee's site NET* of Custom Duties/ Import Taxes (g) = (f) – (d) (*as applicable)	
1	Control Centre with DR (All components) (With sub- component wise details, quantity and respective pricing)			X	X	x	X	x	x	x	X

2	Receiver Station (All components) (With sub-component wise details, quantity and			<i>Do Not Enter Prices</i>						
3	Communication Network (With sub-component wise details, quantity and respective pricing)									
4	Software Solution (With sub-component wise details, quantity and respective pricing)			X	X	X	X	X	X	X

Total Bid price in foreign currency (In Figures): **As Quoted in Priced Bid (Do Not Enter Prices Here)**

(In words): **As Quoted in Priced Bid (Do Not Enter Prices Here)**

Indian Agent:

Indian Agency Commission - XXX % of FOB/FCA

Note: - (i) The charges Related Services and Annual CMC shall be quoted separately as per – Table 3(iii) and 3(iv) respectively

(ii) # To be paid in Indian Rupees

(iii) Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table

(iv) Any item not explicitly defined in the Technical Specifications but implicitly required as part of the system/solution should be quote with details about its utility, quantity and prices suitably as sub-component in the above table.

Name :

Business Address:

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

3(iii) PRICE SCHEDULE FOR RELATED SERVICES

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

Service	Description of Service	Price
1	Training (including Class room as well as Onsite) of all types (as required) to Survey of India personnel in operational support , Running and Maintenance (Preventive and Emergency) of all components of the CORS Network so as to enable SOI to under-take the transfer on completion of the contract (With sub-component wise details and respective pricing)	<i>Do Not Enter Prices</i>
2	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system (With sub-component wise details and respective pricing)	XXXXXX
3	Full Operational and Maintenance Support for all the components for 5 years from the date of the commissioning of the Network CORS system (With sub-component wise details and respective pricing)	XXXXXX
4	Comprehensive on-site warranty for all components of the Network CORS system for a period of 5 years (With sub-component wise details and respective pricing)	XXXXXXXX
5	Security of the Reference Station (including all components) during commissioning and for 5 years from the date of commissioning (With sub-component wise details and	XXXXXX

	respective pricing)	
	TOTAL	XXXXXXX

Note:

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of related services shall be quoted along with taxes applicable on the date of Bid opening. Price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table.
4. Payment of Price of Related Services will be made in Indian Rupees

Name _____

Business Address _____

Place: _____

Date: _____

Signature of Bidder

Seal of the Bidder

3(iv) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4			5
Sl. No.	BRIEF DESCRIPTION OF GOODS	QUANTITY (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise (after warranty of 3 years)*.			Total Annual Comprehensive Maintenance Contract Cost Discounted to NPV @ 10% per annum for 5 Years
			1 st	2 nd	3 rd	
			a	b	c	
1	Control Centre with DR (All components) (With sub-component wise details, quantity and respective pricing)	X	X	X	X	XXXXXXXX
2	Receiver Station (All components) (With sub-component wise details, quantity and respective pricing)	X	X	X	X	XXXXXXXX
3	Communication Network (With sub-component wise details, quantity and respective pricing)	X	<i>Do Not Enter Prices</i>			
4	Software Solution (With sub-component wise details, quantity and respective pricing)	X	X	X	X	XXXXXXXX
	TOTAL		X	X	X	XXXXXXXX

After completion of Warranty period

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated.
4. While evaluating the bidders for maintenance of goods covering a longer period (say, more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) @10% per annum for comparing the tenders on equitable basis.
5. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
6. All software updates should be provided free of cost during CMC period.
7. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
8. Payment of AMC will be made in Indian Rupees
9. Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table

Place: _____

Date: _____

Name_____

Business Address_____

Signature of Bidder

Seal of the Bidder

4. Bid Security (Bank Guarantee)

Whereas..... (hereinafter called the "bidder") has submitted their offer dated.....for (hereinafter called the "bidder")

against the purchaser's RFP No.KNOW ALL MEN by these presents that WE.....of.....having our registered office at

.....are bound unto.....(hereinafter called the "Purchaser")

in the sum offor 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 thisday of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the bidder withdraws or amends, impairs or derogates from the RFP in any respect within the period of validity of this tender.
2. If the RFP having been notified of the acceptance of his bid by the performance during the period of its validity:-
 - (a) If the bidder fails to furnish the performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept / execute the Contract Form, if required, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force upto and including 180 days and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
.....

Name and Designation of the Officer

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

5. Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

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

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

6A. SERVICE SUPPORT DETAILS – Control Centre and DR (All Components)

Sl. No.	Destination (SOI premises at)	NEAREST SERVICE CENTRE*					Value of Min. Stock Available at all times
		Location (Address)	Phone No. Fax No. e-mail	Status of Office Working Days and Hours	Number of Engineers	Number of Staff	
1	Hyderabad (Separate details of support for each Sub component specified in the Un-Priced and priced Bid are to be provided here)						
2	Dehradun (Separate details of support for each Sub component specified in the Un-Priced and priced Bid are to be provided here)						

6.B. SERVICE SUPPORT DETAILS – Receiver Stations (All Components)

Sl. No.	Destination (Receiver Stations in Orissa, Karnataka and Andhra Pradesh)	NEAREST SERVICE CENTRE*					Value of Min. Stock Available at all times
		Location (Address)	Phone No. of Fax No. e-mail	Status of Office Workin	Number of Engineers	Number of Staff	
1	Orissa (Separate details of support for each Sub component specified in the Un-Priced and priced Bid are to be provided here)						
2	Karnataka (Separate details of support for each Sub component specified in the Un-Priced and priced Bid are to be provided here)						
3	Andhra Pradesh (Separate details of support for each Sub component specified in the Un-Priced and priced Bid are to be provided here)						

6C. SERVICE SUPPORT DETAILS –Communication Network (All Components)

Sl. No.	Destination	NEAREST SERVICE CENTRE*					
		Location (Address)	Phone No. Fax No. e-mail	Status of Office Working	Number of Engineers	Number of Staff	Value of Min. Stock Available at all times
SOI PREMISES FOR CONTROL CENTRE AND DR CENTRE AT							
1	Dehradun (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
2	Hyderabad (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
RECEIVER STATIONS AT							
3	Orissa (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
4	Karnataka (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
5	Andhra Pradesh (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						

6D.SERVICE SUPPORT DETAILS – Software Solution (All Components)

Sl. No.	Destination	NEAREST SERVICE CENTRE*					
		Location (Address)	Phone No. Fax No. e-mail	Status of Office Working	Number of Engineers	Number of Staff	Value of Min. Stock Available at all times
SOI PREMISES FOR CONTROL CENTRE AND DR CENTRE AT							
1	Dehradun (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
2	Hyderabad (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
RECEIVER STATIONS AT							
3	Orissa (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
4	Karnataka (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						
5	Andhra Pradesh (details of support for all Sub component wise specified in the Un-Priced and priced Bid)						

7. A. TECHNICAL DETAIL FORM: Control Centre and DR Centre (All components) at Hyderabad and Dehradun

Sl. No.	Requirement at each location	Specifications	Bidder's Offered Specifications / Compliance/Deviation Statement (to be filled up by BIDDER)
Control centre and full active DR architecture with N+1 redundancy and scope for Clustering, virtualization and scalability for future expansions should have the capability to handle 1000-1500 Network users and should cater for atleast 100 concurrent users			
1	Civil and Electrical :	<ul style="list-style-type: none"> • All civil works including Refurbishing of Control Centre and DR room (approx. 600 sq. Feet area at each site) with False ceiling and flooring for cable routing , fitting Precision ACs and de-humidifier etc • All Electrical works (incl. Earthing) for installing the Control centre/DR components with power back-up 	
2	Power Back-up	Seven (07) days 24X7 Un-interrupted power back-up arrangement with N+1 redundancy (Detailed power calculation sheet is to be submitted with the bid)	
3	Precision AC & De-humidifier	For approx. 600 sq. Feet area at each site with N+1 redundancy	
4	Lightening Conductor And Surge protection	Lightening Conductor and Surge protector of reputed brand as per the UNAVCO specs	
5	Racks	Racks for housing the Servers, Switches, Router, KVM , Firewall etc	
6	Server with N+1 redundancy	<p>Standard 42U Rack mountable chasis based following servers of reputed make DELL/IBM/HP etc with fault tolerant architecture:</p> <ul style="list-style-type: none"> (i) Control Server: For processing the Network corrections (ii) Site Server: Secure interface to receive CORS data (iii) Web server: User Interface (iv) FTP server: for raw CORS data 	

Section IV – Bidding Forms

		Refer Section VI (4): Drawing Servers should be 64 bit, atleast 64 MB cache or higher, Multi core (atleast 2X8 core) Intel Xeon E5-2650 (2.5 Ghz) or better processor with availability of extra sockets for adding atleast 2 more processors , atleast 64 GB Ram (with spare sockets for scalability), Server OS with modules for Clustering, Virtualization, Remote server management etc,1.2 TB X 2 HDD SAS 2.5" 12 Gbps 10K rpm, Fiber Channel and Fast Ethernet connectors, Graphic Card supports above 1 Gbps etc	
7	Other hardware components	All hardware components viz load balancer (s), hardware Firwall (s), L3 switches, Other Switches, Routers etc required as part of the solution for requisite architecture with details of all sub-components in detail with the bid	
8	Desktop computer with Display	One high end system with Dual core i7 or latest processor with atleast 16 GB or higher RAM ,Good cache atleast 8M,Graphics card, 1.2 TB HDD SAS 2.5" 12 Gbps 10K rpm with two nos. of 40" TFT display panel of reputed brand at each Control Centre for monitoring of the CORS network at control centre & DR centre	
9	Redundancy	No single point of failure configuration for all components like controllers, fans, disks and power supplies.	
12	OS Support	Windows Server OS with modules for Clustering, Virtualization, Remote server management etc,	
13	Management	<ul style="list-style-type: none"> • GUI & CLI based remote management. • Management host must be provided with the solution. • Periodical online firmware upgrades. 	
15	Warranty	Five years comprehensive on-site warranty support	

7. B. TECHNICAL DETAIL FORM: Receiver Stations (All components)

SI No.	Requirement at each location	Specifications	Bidder's Offered Specifications / Compliance/Deviation Statement (to be filled up by BIDDER)
CORS stations should be as per UNAVCO specifications for size, design, operation and quality to house GNSS receiver system and other peripherals (including power back-up systems).			

Section IV – Bidding Forms

1	Civil and Electrical Works (Monumentation):	<p>Design, quality and specifications of reference pillars should generally meet UNAVCO guidelines for Ground Mount or Roof Mount on suitability at a particular station as decided by the SOI</p> <ul style="list-style-type: none"> • Ground Mount pillar pedestal of 1.2 m X 1.2 m should be 1 to 3 m below ground level depending on soil type. Dimension of pillar above pedestal will be 25 cm X 25 cm. • Roof Mount pillar pedestal should be 1.2 m X 1.2 m with thickness 25 cm. Diameter of reinforcement should be 12 mm with spacing of bars 5 cm c/c and tie bars of diameter 10 mm at a spacing of 10 cm c/c. Dimension of pillar above pedestal should be 25 cm X 25 cm. <p>(a) Reference station platform should be a RCC structure with M30 grade concrete and reinforcement grade 60. (b) Height of pillar of reference station should be 2-3 m above ground level/pedestal at roof. (c) Height of pillar above ground or roof should not be more than 4 m. (d) The ground mounted reference pillar should be fenced with a hot dip galvanized iron fencing with one door, lock and key.</p> <p>All Electrical works (incl. Earthing) at reference station site for installing all components including power back-up</p>	
2	Lightening Conductor & Surge protection	Lightening Conductor and Surge protector of reputed brand as per the UNAVCO specs	
3	Power Back-up	Seven (07) days 24X7 Un-interrupted power back-up arrangement with N+1 redundancy (Detailed power calculation sheet is to be submitted with the bid)	
4	Solar Panel	Two (2) Nos. of industry grade solar panels of 55 watts each to be installed at Reference station. Solar panel should support minimum 10 days uninterrupted power supply.	
5	Receiver	<p>High Precision Multi frequency GNSS Geodetic receiver at reference station should be able to track simultaneously GPS (L1, L2, L2C, L5), GLONASS (L1, L2) and other available satellite systems upgradable to the next level of GNSS modernization in future.</p> <p>It should have:</p> <ul style="list-style-type: none"> • Facility for continuous data streaming throu USB Port, Bluetooth port, Ethernet port etc 	

Section IV – Bidding Forms

		<ul style="list-style-type: none"> • Should support NTRIP, CLIENT, SERVER & CASTER • Should support FTP Push and E-mail alerts • Data output in alllatest open exchange formats like RINEX, Compact RINEX etc • Capable to work stand-alone with solar power only • Power over Ethernet or USB • Support two power supplies simultaneously (from AC and DC source) • Support remote monitoring, control and configuration (including firmware upgradation) • Should support IP based data communication and compatibility with Industry standard communication hardware for GSM,GPRS,CDMA,3G,WAN/LAN devices etc • Should meet Industry standard operating temperature range, waterproofing, Shockproofing and humidity specifications • Capability to track available satellites at very low degree tracking elevation 	
	Antenna	Geodetic Choke Ring Antenna with phase centre 2 mm or better and phase centre repeatability < 1 mm and it should reject LHCP including best quality Radome; Antenna cable length as per site requirement	
7	Interoperability	With all Industry standard RTK Rovers	
8	Accessories	AC,DC power cables, Batteries, Connectors, Rack mounting kit, Antenna adaptor (as per UNAVCO specs), Industry grade flash and SD cards, battery chargers (one extra), Fuses etc	
9	Memory	Internal Memory of GNSS receiver should be 8 GB or more and 1 Terrabyte auxiliary USB supported storage device.	
10	Data Logging	Maximum logging rate 50 Hz.	
11	Warranty	Five years on-site comprehensive warranty support	

7. C. TECHNICAL DETAIL FORM: Communication Network (All components)

Sl. No.	Requirement at each location	Specifications	Bidder's Offered Specifications / Compliance/Deviation Statement (to be filled up by BIDDER)
Communication system should be secure (with end to end encryption) and should have N+1 redundancy. For this communication between Reference station and control centre should be provided primarily through ADSL and secondary communication through GSM/CDMA/GPRS/3G/4G etc with auto switch facility. End to end encryption should be ensured by creating a VPN between reference station (remote station) and Site sever at the control centre for data transfer.			
1	Hardware components	Compatible components with receiver stations and control centre hardware should be provided supporting secure end to end communication Communication hardware source power requirements and un-interrupted operation should be ensured while offering the solution and power back-up calculation sheet for reciver stations and Control centre and DR centre	
2	Communication line :	1. Between Control Centre and DR centre for 100% active configuration 2. Between Receiver Stations and Control Centre : a) Primary: ADSL b) Secondary: Wireless cellular i.e. GSM/CDMA (2G/3G/4G)	
2	Warranty Support	5 Years comprehensive on-site warranty	

7. D. TECHNICAL DETAIL FORM: Software Solution (All Components)

Sl. No.	Requirement for each location	Specifications	Bidder's Offered Specifications / Compliance/Deviation Statement (to be filled up by BIDDER)
1.		Software Solution offered should meet all the requirements of CORS Network solution at receiver stations and Control centre (including DR center). Software	

		<p>should operate automatically with minimum human intervention and should have following features:</p> <p>(a) Receiver station software module should support remote monitoring, control and configuration (including firmware up gradation of GNSS receiver), it should also support IP based data communication and compatibility with Industry standard communication hardware for GSM,GPRS, CDMA,3G,WAN/LAN devices etc</p> <p>(b) The software should have a client/server Architecture.</p> <p>(c) There should be different access Levels/Authorisation & Authentication levels such as Administrator, User and Guest etc</p> <p>(d) The software should manage and control the end user access to the different services via web server.</p> <p>(e) Software Modules required for Clustering, virtualization and scalability for future expansions with capability to handle 1000-1500 Network users presently and 3000-4000 users in future and should cater for at least 100 concurrent users presently and scalable to at least 300-350 concurrent users in future. Software Solution should be scalable to at least 300 reference stations in future.</p> <p>(f) Software should support data formats and files generated by Industry standard receivers of other vendors</p> <p>(g) In case of failure in real time data transfer then it should be able to download the missing data automatically, once the communication is restored</p> <p>(h) The software should have a complete client Management Service (including Accounting and Auditing modules) such as Clients Online Registration, Generating Client subscription, Client login, credentials Authorization for different</p>	
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Section IV – Bidding Forms

		<p>services and their revenue implications.</p> <p>(i) The software should provide such information like Name, Length of connection, Type of service availed etc for such user/beneficiaries for Accounting.</p> <p>(j) The software should be able to generate different type of correction such as Network RTK correction and DGPS correction of high accuracy for end users using different service level. It should support all current GNSS installations and their upgrades in future in addition to support for future constellation (if any).</p> <p>(k) The software should have a map display depicting all receiver stations, give their real time status i.e. data completeness/satellite tracking/cycle slip/multipath/receiver clock etc, view for the raw data quality with gaps (if any) in real time, generate quality ckeck reports of stations, support to correct the quality errors like data gap/multipath/cycle slip to generate e-mail alerts at Control Centre(s) for critical messages regarding the health of the system.</p> <p>(l) Support communication over NTRIP Caster/Server/Client, RTCM 3.1,TCP/IP, SERIAL, GSM, GPRS, CDMA, MODEM, ACCESS Router and other communication technologies</p> <p>(m) Secure web access management with provisions for integration with payment portal in future</p> <p>(n) Support Industry standard security solutions and have the mandatory Cert-IN, Govt of India Security certification for Web applications</p>	
2.	Accuracy and precision	<ul style="list-style-type: none"> • Consistent Network RTK accuracy of 1-3 cm within 5 minutes in network • Should facilitate faster RTK positioning within the network in less than one (1) minute with faster Initializations of RTK enabled Industry standard Rovers of all 	•

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		<p>vendors</p> <ul style="list-style-type: none"> • 3-sigma precision of the Network RTK service 	
3.	Robustness	High Availability of Network RTK service for user of specified accuracy and precision on an average > 95 % computed on monthly basis	
4.	Warranty	Five years on-site comprehensive warranty support.	

8. PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last Five years)

[Please see ITB Clause 38.2 and Para 4 of Section III-Instructions to Bidders]

Bid No. _____

Date of opening _____

Time _____ Hours

Name of the Firm _____

<u>Order placed by</u> <u>(full address of</u> <u>Purchaser)</u>	<u>Order No.</u> <u>and date</u>	<u>Description and</u> <u>quantity of</u> <u>ordered</u> <u>equipment</u>	<u>Value of</u> <u>order</u>	<u>Date of completion of</u> <u>delivery</u>		<u>Remarks</u> <u>indicating</u> <u>reasons for</u> <u>late delivery,</u> <u>if any</u>	<u>Has the</u> <u>equipment been</u> <u>satisfactorily</u> <u>functioning?</u> <u>(Attach</u> <u>documentary</u> <u>proof)****</u>
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

** THE DOCUMENTARY PROOF WILL BE A CERTIFICATE FROM THE CONSIGNEE/END-USER WITH CROSS-REFERENCE OF ORDER NO. AND DATE IN THE CERTIFICATE ALONG WITH A NOTARIZED CERTIFICATION AUTHENTICATING THE CORRECTNESS OF THE INFORMATION FURNISHED. IF AT ANY TIME, INFORMATION FURNISHED IS PROVED TO BE FALSE OR INCORRECT, THE EARNEST MONEY FURNISHED WILL BE FORFEITED

9. UNDERTAKING OF AUTHENTICITY

To

[insert complete name of Purchaser]

Sub: Undertaking of Authenticity for Supply of IT Hardware/Software

Ref : 1. Your RFP No. -----dated-----.

2. Our Bid no. -----dated-----.

With reference to the Hardware/Software being quoted to you vide our quotation no. cited above, we hereby undertake that all the components/parts/assembly/software used in the hardware and software supplies as part of supplies to this Tender shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (e.g. Product Keys on Certification of Authenticity) and also that it shall be sourced from the authorised source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and if we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take them back without demur, if already supplied and return the money if any paid to us by you in this regard.

We (*bidder name*) also take full responsibility of both Parts & Service SLA as per the terms and conditions of this RFP Document on behalf of all the OEMs whose hardware/software will form part of supply quoted in this tender, even if there is any defect by their respective authorized Service Centre/ Reseller/SI etc.

Authorised Signatory

Name and Designation

Place:

Date:

SECTION IVB
BID Forms
for PRICED BID

Please Refer Clause 11(B) of ITB

Price Schedule Forms for Priced Bid:

3(i)(a) PRICE SCHEDULE FOR DOMESTIC GOODS

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

1	2	3	4					5	
			Ex - factory/ Ex - warehouse/Ex-showroom/Off - the shelf	Excise Duty (if any) [%age & value]	Sales Tax/ VAT(if any) [%age & value]	Packing and Forwarding charges	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site		Unit DDP Price at consignee's site (Rs)
Lot/Line-Item	Brief Description of Goods (Include Make & Model)	Quantity (Nos.)	(a)	(b)	(c)	(d)	(e)	(f)	Total DDP Price at consignee's site (Rs) 3 x 4(f)
1	Control Centre with DR (All components) (With sub-component wise details, quantity and respective pricing)								
2	Receiver Station (All components) (With sub-component wise details, quantity and respective pricing)								

3	Communication Network (With sub-component wise details, quantity and respective pricing)								
4	Software Solution (With sub-component wise details, quantity and respective pricing)								

Total bid price in Rupees (in figures):

In words:

- Note:** - (i) The charges Related Services shall be quoted separately as per – Table 3(iii) and 3(iv) respectively
(ii) Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table
(iii) Any item not explicitly defined in the Technical Specifications but implicitly required as part of the system/solution should be quote with details about its utility, quantity and prices suitably as sub-component in the above table.

Name _____

Business Address _____

Place: _____

Date: _____

Signature of Bidder _____

Seal of the Bidder _____

(i)(b) PRICE SCHEDULE FOR GOODS OF FOREIGN ORIGIN LOCATED IN INDIA

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

1	2	3	4	5					6	
Lot/Li ne- Item	Brief Description of Goods (Include Make & Model)	Country of Origin	Qua ntity (No s.)	Price per unit (Rs.)					Total DDP Price at consignee's site (Rs) 4 x 5(f)	
				Unit Price inclusive of Custom Duties & Import Taxes (a)	Custom Duties & Import Taxes (b)	Unit Price NET* of Custom Duties & Import Taxes (*as applicable) (c)= (a) – (b) (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Unit DDP Price at consignee's site (Rs) (f) =c+d+e	
1	Control Centre with DR (All components) (With sub-component wise details, quantity and respective pricing)									
2	Receiver Station (All components) (With sub-component wise details, quantity and respective pricing)									
3	Communication Network (With sub-component wise details, quantity and respective pricing)									

4	Software Solution (With sub-component wise details, quantity and respective pricing)									
---	---	--	--	--	--	--	--	--	--	--

Total bid price in Rupees (in figures):

In words:

- Note:** - (i) The charges Related Services shall be quoted separately as per – Table 3(iii) and 3(iv) respectively
(ii) Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table
(iii) Any item not explicitly defined in the Technical Specifications but implicitly required as part of the system/solution should be quote with details about its utility, quantity and prices suitably as sub-component in the above table.

Name _____

Business Address _____

Place:

Signature of Bidder

Date:

Seal of the Bidder

(ii) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

1	2	3	4	5						6
Lot/ Line- Item	Brief Description of Goods (Include Make & Model)	Country of Origin	Quantity (Nos .)	Price per unit (Currency)						Total DDP Price at consignee's site = 4X 5 (g)
				FOB/FCA Price at port/airpor t of Loading (#Inclusive of Indian Agency Commission (a)	Insurance (port/airport of loading to port/airport of entry) and other Incidental costs (b)	#Carriage (port/airport of loading to port/airport of entry) and other Incidental costs (c)	Custom Duties / Import Taxes (d)	#Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Unit DDP Price at consignee's site inclusive of Custom Duties/ Import Taxes (f) = a+b+c+d+e	
1	Control Centre with DR (All components) (With sub- component wise details, quantity and respective pricing)									

Section IV Bidding Forms

2	Receiver Station (All components) (With sub-component wise details, quantity and respective pricing)									
3	Communication Network (With sub-component wise details, quantity and respective pricing)									
4	Software Solution (With sub-component wise details, quantity and respective pricing)									

Total Bid price in foreign currency (In Figures):
(In words):

Indian Agent:

Indian Agency Commission - XXX % of FOB/FCA

- Note:** - (i) The charges Related Services and Annual CMC shall be quoted separately as per – Table 3(iii) and 3(iv) respectively
(ii) # To be paid in Indian Rupees
(iii) Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table
(iv) Any item not explicitly defined in the Technical Specifications but implicitly required as part of the system/solution should be quote with details about its utility, quantity and prices suitably as sub-component in the above table.

Name :

Business Address:

Place: _____

Date: _____

Signature of Bidder_____

Seal of the Bidder_____

(iii) PRICE SCHEDULE FOR RELATED SERVICES

Consignment Site.....

(To be filled up separately for each Consignment site viz. Hyderabad, Dehradun-For Control Centre & DR; 36 sites for Reference stations in States of Orissa, Andhra Pradesh and Karnataka)

Service	Description of Service	Price
1	Training (including Class room as well as Onsite) of all types (as required) to Survey of India personnel in operational support , Running and Maintenance (Preventive and Emergency) of all components of the CORS Network so as to enable SOI to under-take the transfer on completion of the contract (With sub-component wise details and respective pricing)	
2	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system (With sub-component wise details and respective pricing)	
3	Full Operational and Maintenance Support for all the components for 5 years from the date of the commissioning of the Network CORS system (With sub-component wise details and respective pricing)	
4	Comprehensive on-site warranty for all components of the Network CORS system for a period of 5 years (With sub-component wise details and respective pricing)	
5	Security of the Reference Station (including all components) during commissioning and for 5 years from the date of commissioning (With sub-component wise details and respective pricing)	

	TOTAL	
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Note:

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of related services shall be quoted along with taxes applicable on the date of Bid opening. Price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of Related services will be added for Ranking/Evaluation purpose.
4. Payment of Price of Related Services will be made in Indian Rupees

Name _____

Business Address _____

Place: _____

Date: _____

Signature of Bidder

Seal of the Bidder

(v) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4			5
Sl. No.	BRIEF DESCRIPTION OF GOODS	QUANTITY (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise (after warranty of 3 years)*.			Total Annual Comprehensive Maintenance Contract Cost Discounted to NPV @ 10% per annum for 5 Years
			1 st	2 nd	3 rd	
			a	b	c	
1	Control Centre with DR (All components) (With sub-component wise details, quantity and respective pricing)					
2	Receiver Station (All components) (With sub-component wise details, quantity and respective pricing)					
3	Communication Network (With sub-component wise details, quantity and respective pricing)					
4	Software Solution (With sub-component wise details, quantity and respective pricing)					
	TOTAL					

After completion of Warranty period

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated.
4. While evaluating the bidders for maintenance of goods covering a longer period (say, more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) @10% per annum for comparing the tenders on equitable basis.
5. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
6. All software updates should be provided free of cost during CMC period.
7. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
8. Payment of AMC will be made in Indian Rupees
9. Sub component wise quantity and pricing for all components/services is to be given mandatorily in the above bid table

Place: _____

Date: _____

Name

_ Business Address

Signature of Bidder

Seal of the Bidder

Section V – Eligible Countries

(v) Bid Submission Form – For PRICED Bid

[The Bidder shall fill in this Form in accordance with the instructions indicated 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]*

RFP No.: *[insert number of RFP]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of *Requirements* the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the bid price here];*
- (d) The discounts offered and the methodology for their application are: *[insert the discount here, if any];*
Discounts. *If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.1;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible by the any Government Authority, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.2;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

--	--	--	--

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) As Indian manufacturer we have got registered with company of Law Affairs under Company's Act and hereby submit proof of the same. *(for Indian Manufacturers only)*
- (m) As Indian Agent representing Foreign Principals , we have got enlisted with Central Purchase Organization (e.g. DGS&D) as per compulsory enlisted scheme of Department of Expenditure, Ministry of Finance as per provision of Rule 143 of General Financial Rule 2005 and hereby submit proof for the same. *(for Indian Agents representing Foreign Principals only)*
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (p) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION V. ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Services

1. In accordance with Para 5.12 of the Guidelines: Manual on Policies and Procedures for purchase of Goods, the Indian Agents of firms and individuals from all countries, who offer goods, works and services should be enlisted with the Department of Expenditure, Ministry of Finance, Government of India. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 5.10: If the firm/ Individual is suspected to be of doubtful loyalty to India, If the Central Bureau of Investigation or any other investigation agency recommends such a course in respect of a case under investigation and if a prima-facie case is made out that the firm is guilty of an offence involving moral turpitude in relation to business dealing which, if established, would result in business dealing with it being banned.

Para 5.11: If security considerations including question of loyalty to the State so warrant, if the proprietor of the firm, its employee, partner or representative is convicted by a court of law following prosecution for offences involving moral turpitude in relation to the business dealings., if there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, mis-representation, evasion or habitual default in payment of any tax levied by law; etc., if the firm continuously refuses to return government dues without showing adequate cause and the Government are satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law, and if the firm employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants.

PART 2 – SUPPLY REQUIREMENTS
SECTION VI. SCHEDULE OF REQUIREMENTS

Contents

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2. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery* Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	Control Centre with DR (All components)	02	Nos.	Please refer Section II of BDS Clause 14.6	30 DAYS	90 DAYS	
2	Receiver Station (All components)	36	Nos.		30 DAYS	90 DAYS	
3	Communication Network (All components)	01	Nos.		30 DAYS	90 DAYS	
4	Software Solution (All Components)	01	Nos.		30 DAYS	90 DAYS	

NB:

- 1) The vendor should list detailed bill of materials for all sub-items that correspond to line-items offered along with part numbers. Any sub-item given as complied and not listed in bill of material will be treated as not complied.
- 2) *Transportation & Insurance upto consignee's site on DDP basis – including all incidental services like packing, forwarding, loading /unloading, custom clearance etc

2. List of Related Services [ITB Clause 14.6(b)] and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Training (including Class room as well as Onsite) of all types (as required) to Survey of India personnel in operational support , Running and Maintenance (Preventive and Emergency) of all components of the CORS Network so as to enable SOI to under-take the transfer on completion of the contract (With sub-component wise details and respective pricing)	6 persons on each sub component of the CORS Network for Abroad and 15 persons for India	@ each of the locations in India and abroad – where system is operational	Please see Sl. No. 7 of Section IV	Within 90 days of commissioning of CORS Network
2	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system (With sub-component wise details and respective pricing)	4 sets	@ each of the SOI locations – where system is operational	Please see Sl. No. 7 of Section IV	Within 90 days of commissioning of CORS Network

3	Full Operational and Maintenance Support for all the components for 5 years from the date of the commissioning of the Network CORS system (With sub-component wise details and respective pricing)	24x7 days	@ each of the SOI locations – where system is operational Set	Please see Sl. No. 7 of Section IV	For 5 years from date of commissioning
4	Comprehensive on-site warranty for all components of the Network CORS system for a period of 5 years (With sub-component wise details and respective pricing)	24x7 days	@ each of the SOI locations – where system is operational	Please see Sl. No. 7_of Section IV	Immediately after acceptance of product
5	Security of the Reference Station (including all components) during commissioning and for 5 years from the date of commissioning (With sub-component wise details and respective pricing)	24X7 days	at all 36 Reference Stations	Please see Sl. No. 7_of Section IV	During commissioning and Up-to the end of 5 years after acceptance of product

3. Technical Specifications

[A]. Control Centre and DR Centre (All components) (Refer 7.A of Section IV-Bidding Form)

Sl. No.	Requirement at each location	Specifications
Control centre and full active DR architecture with N+1 redundancy and scope for Clustering, virtualization and scalability for future expansions should have the capability to handle 1000-1500 Network users and should cater for atleast 100 concurrent users		
1	Civil and Electrical :	<ul style="list-style-type: none"> • All civil works including Refurbishing of Control Centre and DR room (approx. 600 sq. Feet area at each site) with False ceiling and flooring for cable routing , fitting Precision ACs and de-humidifier etc • All Electrical works (incl. Earthing) for installing the Control centre/DR components with power back-up
2	Power Back-up	Seven (07) days 24X7 Un-interrupted power back-up arrangement with N+1 redundancy (Detailed power calculation sheet is to be submitted with the bid)
3	Precision AC & De-humidifier	For approx. 600 sq. Feet area at each site with N+1 redundancy
4	Lightening Conductor And Surge protection	Lightening Conductor and Surge protector of reputed brand as per the UNAVCO specs
5	Racks	Racks for housing the Servers, Switches, Router, KVM , Firewall etc
6	Server with N+1 redundancy	<p>Standard 42U Rack mountable chasis based following servers of reputed make DELL/IBM/HP etc with fault tolerant architecture:</p> <ul style="list-style-type: none"> (v) Control Server: For processing the Network corrections (vi) Site Server: Secure interface to receive CORS data (vii) Web server: User Interface (viii) FTP server: for raw CORS data <p>Refer Section VI (4): Drawing</p> <p>Servers should be 64 bit, atleast 64 MB cache or higher, Multi core (atleast 2X8 core) Intel Xeon E5-2650 (2.5 Ghz) or better processor with availability of extra sockets for adding atleast 2 more processors , atleast 64 GB Ram (with spare sockets for scalability), Server OS with modules for Clustering, Virtualization, Remote server management etc, 1.2 TB X 2 HDD SAS 2.5" 12 Gbps 10K rpm, Fiber Channel and Fast Ethernet connectors, Graphic Card supports above 1 Gbps etc</p>

7	Other hardware components	All hardware components viz load balancer (s), hardware Firewall (s), L3 switches, Other Switches, Routers etc required as part of the solution for requisite architecture with details of all sub-components in detail with the bid
8	Desktop computer with Display	One high end system with Dual core i7 or latest processor with atleast 16 GB or higher RAM ,Good cache atleast 8M,Graphics card, 1.2 TB HDD SAS 2.5" 12 Gbps 10K rpm with two nos. of 40" TFT display panel of reputed brand at each Control Centre for monitoring of the CORS network at control centre & DR centre
9	Redundancy	No single point of failure configuration for all components like controllers, fans, disks and power supplies.
12	OS Support	Windows Server OS with modules for Clustering, Virtualization, Remote server management etc,
13	Management	<ul style="list-style-type: none"> • GUI & CLI based remote management. • Management host must be provided with the solution. • Periodical online firmware upgrades.
15	Warranty	Five years comprehensive on-site warranty support

[B]. Receiver Stations (All components): (Refer 7.B of Section IV-Bidding Form)

Sl No.	Requirement at each location	Specifications
CORS stations should be as per UNAVCO specifications for size, design, operation and quality to house GNSS receiver system and other peripherals (including power back-up systems).		
1	Civil and Electrical Works (Monumentation):	<p>Design, quality and specifications of reference pillars should generally meet UNAVCO guidelines for Ground Mount or Roof Mount on suitability at a particular station as decided by the SOI</p> <ul style="list-style-type: none"> • Ground Mount pillar pedestal of 1.2 m X 1.2 m should be 1 to 3 m below ground level depending on soil type. Dimension of pillar above pedestal will be 25 cm X 25 cm. • Roof Mount pillar pedestal should be 1.2 m X 1.2 m with thickness 25 cm. Diameter of reinforcement should be 12 mm with spacing of bars 5 cm c/c and tie bars of diameter 10 mm at a spacing of 10 cm c/c. Dimension of pillar above pedestal should be 25 cm X 25 cm. <p>(e) Reference station platform should be a RCC structure with M30 grade concrete and reinforcement grade 60.</p> <p>(f) Height of pillar of reference station should be 2-3 m above ground level/pedestal at roof.</p> <p>(g) Height of pillar above ground or roof should not be more than 4 m.</p>

		<p>(h) The ground mounted reference pillar should be fenced with a hot dip galvanized iron fencing with one door, lock and key.</p> <p>All Electrical works (incl. Earthing) at reference station site for installing all components including power back-up</p>
2	Lightening Conductor & Surge protection	Lightening Conductor and Surge protector of reputed brand as per the UNAVCO specs
3	Power Back-up	Seven (07) days 24X7 Un-interrupted power back-up arrangement with N+1 redundancy (Detailed power calculation sheet is to be submitted with the bid)
4	Solar Panel	Two (2) Nos. of industry grade solar panels of 55 watts each to be installed at Reference station. Solar panel should support minimum 10 days uninterrupted power supply.
5	Receiver	<p>High Precision Multi frequency GNSS Geodetic receiver at reference station should be able to track simultaneously GPS (L1, L2, L2C, L5), GLONASS (L1, L2) and other available satellite systems upgradable to the next level of GNSS modernization in future.</p> <p>It should have:</p> <ul style="list-style-type: none"> • Facility for continuous data streaming throu USB Port, Bluetooth port, Ethernet port etc • Should support NTRIP, CLIENT, SERVER & CASTER • Should support FTP Push and E-mail alerts • Data output in alllatest open exchange formats like RINEX, Compact RINEX etc • Capable to work stand-alone with solar power only • Power over Ethernet or USB • Support two power supplies simultaneously (from AC and DC source) • Support remote monitoring, control and configuration (including firmware upgradation) • Should support IP based data communication and compatibility with Industry standard communication hardware for GSM,GPRS,CDMA,3G,WAN/LAN devices etc • Should meet Industry standard operating temperature range, waterproofing, Shockproofing and humidity specifications • Capability to track available satellites at very low degree tracking elevation
	Antenna	Geodetic Choke Ring Antenna with phase centre 2 mm or better and phase centre repeatability < 1 mm and it should reject LHCP including best quality Radome; Antenna cable length as per site requirement
7	Interoperability	With all Industry standard RTK Rovers

8	Accessories	AC,DC power cables, Batteries, Connectors, Rack mounting kit, Antenna adaptor (as per UNAVCO specs), Industry grade flash and SD cards, battery chargers (one extra), Fuses etc
9	Memory	Internal Memory of GNSS receiver should be 8 GB or more and 1 Terrabyte auxiliary USB supported storage device.
10	Data Logging	Maximum logging rate 50 Hz.
11	Warranty	Five years on-site comprehensive warranty support

[C]. Communication Network (All components): (Refer 7.C of Section IV-Bidding Form)

Sl. No.	Requirement at each location	Specifications
<p>Communication system should be secure (with end to end encryption) and should have N+1 redundancy. For this communication between Reference station and control centre should be provided primarily through ADSL and secondary communication through GSM/CDMA/GPRS/3G/4G etc with auto switch facility. End to end encryption should be ensured by creating a VPN between reference station (remote station) and Site sever at the control centre for data transfer.</p>		
1	Hardware components	<p>Compatible components with receiver stations and control centre hardware should be provided supporting secure end to end communication</p> <p>Communication hardware source power requirements and un-interrupted operation should be ensured while offering the solution and power back-up calculation sheet for reciver stations and Control centre and DR centre</p>
2	Communication line :	<p>1. Between Control Centre and DR centre for 100% active configuration</p> <p>2. Between Receiver Stations and Control Centre :</p> <p>a) Primary: ADSL</p> <p>b) Secondary: Wireless cellular i.e. GSM/CDMA (2G/3G/4G)</p>
2	Warranty Support	5 Years comprehensive on-site warranty

[D] Software Solution (All Components): (Refer 7.D of Section IV-Bidding Form)

Sl. No.	Requirement for each location	Specifications
		Software Solution offered should meet all the requirements of CORS Network

1.		<p>solution at receiver stations and Control centre (including DR center). Software should operate automatically with minimum human intervention and should have following features:</p> <p>(o) Receiver station software module should support remote monitoring, control and configuration (including firmware up gradation of GNSS receiver), it should also support IP based data communication and compatibility with Industry standard communication hardware for GSM,GPRS, CDMA,3G,WAN/LAN devices etc</p> <p>(p) The software should have a client/server Architecture.</p> <p>(q) There should be different access Levels/Authorisation & Authentication levels such as Administrator, User and Guest etc</p> <p>(r) The software should manage and control the end user access to the different services via web server.</p> <p>(s) Software Modules required for Clustering, virtualization and scalability for future expansions with capability to handle 1000-1500 Network users presently and 3000-4000 users in future and should cater for at least 100 concurrent users presently and scalable to at least 300-350 concurrent users in future. Software Solution should be scalable to at least 300 reference stations in future.</p> <p>(t) Software should support data formats and files generated by Industry standard receivers of other vendors</p> <p>(u) In case of failure in real time data transfer then it should be able to download the missing data automatically, once the communication is restored</p> <p>(v) The software should have a complete client Management Service (including Accounting and Auditing modules) such as Clients Online Registration, Generating Client subscription, Client login, credentials Authorization for different services and their revenue implications.</p> <p>(w) The software should provide such information like Name, Length of connection, Type of service availed etc for such user/beneficiaries for Accounting.</p> <p>(x) The software should be able to generate different type of correction such as Network RTK correction and DGPS correction of high accuracy for end users using different service level. It should support all current GNSS installations and their upgrades in future in addition to support for future constellation (if any).</p> <p>(y) The software should have a map display depicting all receiver stations, give their real time status i.e. data completeness/satellite tracking/cycle slip/multipath/receiver clock etc, view for the raw data quality with gaps (if any) in real time, generate quality ckeck reports of stations, support to correct the quality errors like data gap/multipath/cycle slip tc generate e-mail alerts at Control Centre(s) for critical messages regarding the health of the system.</p> <p>(z) Support communication over NTRIP Caster/Server/Client, RTCM 3.1,TCP/IP, SERIAL, GSM, GPRS, CDMA, MODEM, ACCESS Router and other communication technologies</p> <p>(aa)Secure web access management with provisions for integration with payment portal in future</p> <p>(bb) Support Industry standard security solutions and have the mandatory Cert-IN, Govt of India Security certification for Web applications</p>
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2.	Accuracy and precision	<ul style="list-style-type: none"> • Consistent Network RTK accuracy of 1-3 cm within 5 minutes in network • Should facilitate faster RTK positioning within the network in less than one (1) minute with faster Initializations of RTK enabled Industry standard Rovers of all vendors • 3-sigma precision of the Network RTK service
3.	Robustness	High Availability of Network RTK service for user of specified accuracy and precision on an average > 95 % computed on monthly basis
4.	Warranty	Five years on-site comprehensive warranty support.

Technical Terms and Condition

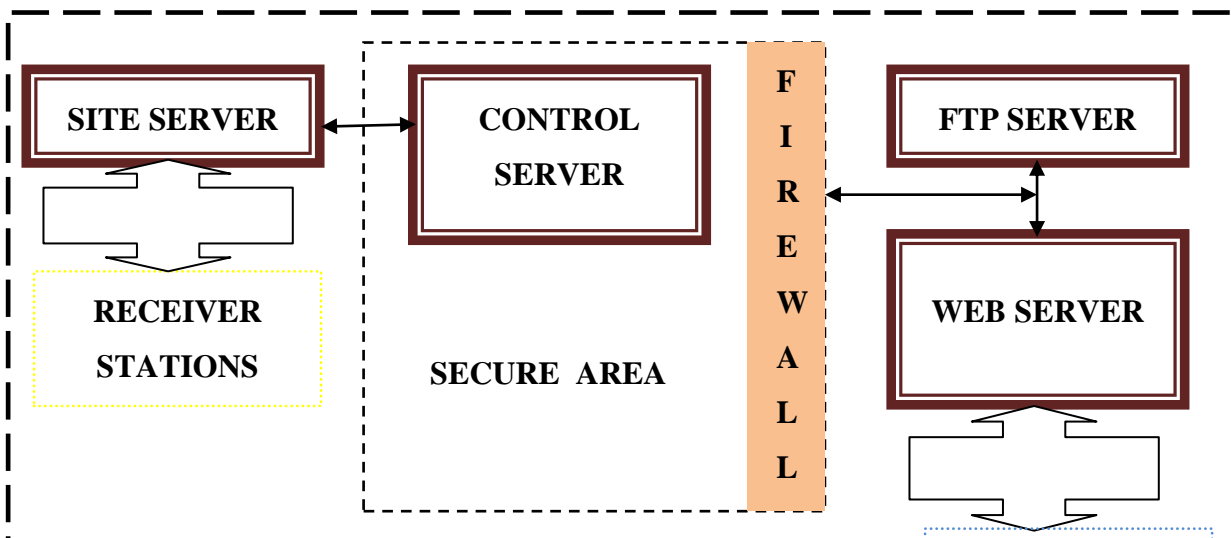
1. The bidder should ensure compatibility of the components used in the solution. A letter of confirmation should be attached along with the Technical compliance from all the OEMs (Original Equipment Manufacturer) on the interoperability for this tender.
2. The bidder shall provide a detailed technical compliance statement for offered products and specifications in format provided in Form 7 (Technical Detail Form) / Section IV
3. The bidder should list detailed bill of materials for all the items and sub-items offered along with part numbers as part of Schedule of Requirements.
4. The bidder must provide item/sub-item-wise breakup prices as per detailed Bill of Materials, wherever applicable, as part of Payment Schedule.
5. The total solution document shall be provided by the bidder along with the technical offer.
6. The bidder should bring out gaps in the tender document, if any, which might be required for completing the total solution and also quote for total solution.
7. Complete liability of ensuring the solution in a working condition as per Purchaser's requirements mentioned in the tender document lies with the bidder only. Any components/accessories like cables, etc should be included in the quote and bidder should agree to supply the items missed/short shipped at no additional cost to Purchaser's.
8. The system integrator must be a tier-one partner of the OEMs and should also provide letter of authorization from OEMs for this tender. The bidder should participate as a single party and no consortium is allowed.
9. The bidder should not change the OEMs after the bidding is completed.
10. Near obsolete and out-dated technology based products should not be quoted /offered as a part of the solution.
11. Each item offered shall have minimum support life of Ten years.
12. One Tera byte (TB) is equal to 1024X1024X1024X1024 Bytes in this tender.
13. The bidder must take full responsibility for total supply, installation and integration and successful testing of all the quoted items.

14. The quoted make and models must be clearly specified for all the items/ sub-items.
15. Full technical specifications and literature must be provided for all the quoted items including sub-items.
16. The offer must be from internationally reputed principals for these types of products.
17. The bidder must have the proven experience in installing and supporting similar Network RTK solutions during the last five years in 24X7 working mode. Also should provide the user/site details, as a proof for the same.
18. The bidder must have certified skilled, trained and experienced manpower with technical competence on all the quoted products.
19. Any required software/drivers to make the given items usable should be delivered along with media and documentation.
20. All standard and optional items (if any) must be clearly indicated.
21. Licensing information for the quoted software must be provided in detail.
22. The bidder should ensure availability & supply of required spares and consumables at least for the next seven years after installation and successful integration of equipment.
23. The bidder should be an authorized partner of the OEMs involved in the quotation, for the last three years. The bidder should have implemented the enterprise class storage and networking elements from the same OEMs in this period.
24. The OEMs participating in the tender must have presence in India for all their major class of items offered, for at least three years.
25. The bidder should have sufficient experience in doing business with the OEM and should have at least 10 Engineers certified by the OEMs in India.
26. All Ethernet switches quoted must be from the same OEM.
27. All necessary cables, connectors, adaptors, accessories etc., should be supplied by the bidder as required for successful integration of the total solution.
28. Installation, integration and support have to be performed/ provided at Final Destinations mentioned in bid-document
29. Acceptance test procedure (ATP) document should be provided by the bidder. Acceptance test on the supplied equipment must be conducted as per the ATP document.
30. Supplied items should work on 220V, 50Hz, AC power supply.
31. While carrying out the structured cabling, any extra cable/ connectors used more than the quantities specified, payment would be made at actual. The cabling must be of standing & certified brand only.
32. All the licenses for given hardware and software should be perpetual and valid for life long.

33. Any defective/failed storage hard disk or magnetic media (LTO) or any storage media shall be replaced by the bidder without insisting on return of defective media. The defective media will not be given to the bidder.
34. Bidder should provide the total power and air conditioning requirements along with the quotation for the supplied items.
35. Bidder should treat all the batteries supplied along with servers/storage systems as components and should replace batteries during warranty period without extra cost.
36. All power sockets/fixtures at the installation site are Indian types.
37. All the bidders should provide solution document based on the tender document requirements and architecture given in Section VI/Drawings
38. The bidder shall quote for all the mandatory sub-items pertaining to the line-items given in Schedule of Requirements.

4. Drawings

Control Centre and Disaster Recovery Centre Architecture:



5. Inspections and Tests

- 1) Acceptance Test Procedure (ATP) document for supply and installation of equipments at Control Centre, Site Server and Reference Stations should be provided by the bidder . Acceptance test on the supplied equipment must be conducted as per the ATP document by the Contractor.
- 2) Manufacturer's test and inspection certificate to be provided along with the supply and installation
- 3) Initial Acceptance Test for RTK network shall be carried out as follows:
 - (i) The performance of RTK network shall be checked against the performance indicators specified in the RFP. The Test shall be carried out in the triangular area bounded by the 1st three Reference Stations at adjoining locations 50-60 km apart, to which the Control Centre & corresponding Site Server have been Integrated. If the results of the test do not meet the specifications laid down in the RFP, it shall be responsibility of the Bidder/Contractor to identify the extent and cause of error and carry out corrective steps accordingly.
- 4) Incremental Acceptance Test for RTK Network – on commissioning of new Reference Station shall be as follows:
 - (i) Whenever, an additional Reference Station is commissioned, performance of RTK network shall be checked against the performance indicators specified in the RFP. The Test shall be carried out in the additional triangular area due to integration of the Reference Station to the RTK Network. If the results of the test do not meet the specifications laid down in the RFP, it shall be responsibility of the Bidder/Contractor to identify the extent and cause of error and carry out corrective steps accordingly.

6a. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the plant _____
- (c) Plant Nos. _____
- (d) Quantity _____
- (e) Bill of Lading _____ dated _____
(for import contract)
- (f) Name of the vessel/transporter _____
- (g) Rail/Roadways Receipt No. _____ dated _____
- (h) Name of the consignee _____
- (i) Date of start up and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

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

- (a)
- (b)
- (c)
- (d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the startup of the plant in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the supplier as specified in the contract
- (d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned

6b. CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____

- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of
Authorized Representative of
Consignee
- 8) Signature of Authorized
Representative of Consignee with
date
- 9) Seal of the Consignee : _____

PART 3 – CONTRACT

SECTION VII. GENERAL CONDITIONS OF CONTRACT

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Section VII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, to supply, execute, complete and maintain the assets generated during the works, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.**
- (b) **“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.**
- (c) **“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.**
- (d) **“Day” means calendar day.**
- (e) **“Completion” means the fulfillment of all the supplies/works as stipulated in the Contract by the Supplier in accordance with the terms and conditions set forth in the Contract.**
- (f) **“GCC” means the General Conditions of Contract.**
- (g) **“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.**
- (h) **“Purchaser’s Country” is INDIA**
- (i) **“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.**
- (j) **“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier under the Contract.**
- (k) **“SCC” means the Special Conditions of Contract.**
- (l) **“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.**
- (m) **“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.**
- (n) **“The Project Site,” where applicable, means the place named in the SCC.**
- (o) **The Intended Completion Date is the date on which it is intended that the Supplier shall complete all the Works. The Intended Completion Date for this Project is 6 months. It may be revised only by the Purchaser by issuing an extension of time.**
- (p) **A Defect is any part of the Works not completed in accordance with the Contract.**
- (q) **The Defects Liability Period is the period 2 years, calculated from the Completion Date**

- (r) **Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Purchaser.**
- (s) **A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.**
- (t) **Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.**
- (u) **Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.**
- (v) **Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical function.**
- (w) **The Start Date is the date when the site of Control Centre is handed over to the Supplier**
- (x) **The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as stipulated in the Contract.**

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers 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 any thing 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 Tenderers (prior to or after Tender submission) designed to establish Tender 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 Tenderer 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.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR, DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms 2010 published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) **Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.**
- (b) **Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.**

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for

purpose of interpretation of the tender etc, the English translations shall prevail.

- 5.3 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

- 6.1 Joint Venture, Consortium or Association not permitted in this Tender

7. Country of Origin

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 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. The bidder shall declare the Origin of Goods in the price schedules attached at Section IV.
- 7.3 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation/system Integration, Commissioning, training, and initial maintenance and operation support.
- 7.4 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components

8. Notices

- 8.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile 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.
- 8.2 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.

9. Governing Law/ Applicable Rules & Guidelines

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India
- 9.2 **The tendering process and procurement is subject to the provision of General Financial Rule 2005, Manual on Policies and Procedure for purchase of Goods published by Min of Fin, Deptt of Expenditure and related Guidelines issued by CVC from time to time.**

10. Settlement of Disputes/ Arbitration Clause:

- 10.1 In the event of any dispute arising out of or relating to this tender, it should be referred to sole

arbitration of Secretary, Department of Science & Technology or any other person nominated by him whose decision will be final binding.

10.2 Venue of Arbitration: The venue of arbitration shall be New Delhi, India

11. Scope of Contract

The Scope of this Contract includes all supply of Goods and Related Services incidental there to as well as all Civil and Electrical works that shall be required for **‘Establishment of Continuously operated Reference Station Network on Turnkey Basis’** .

Supply is an essential component of this Contract and includes all hardwares, softwares , instruments, peripherals and accessories that will be required for commissioning of Control Centre, Site Server and Reference Stations for establishing RTK Network.

The bidder is also required to carryout all civil and electrical work for monumentation of Reference Stations, mounting the antenna , housing the receivers and peripherals in Secure Boxes , installation of requisite hardwares, softwares, communication systems, instruments and associated peripherals at the Control Centres, Site Servers and Reference Centres – for commissioning of Control Centre and Reference Stations that form part of the RTK Network.

The bidder shall also provide maintenance and operational support and other incidental services stipulated in the RFP document.

Training and hand-holding to SOI personnels for operational and emergency support and preventive maintenance of essential components of RTK network is also an essential component of this RFP .

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

The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee 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.

- A) **For Domestic Goods, including goods already imported by the supplier under its own arrangement** :Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Consignee Receipt Certificate as per Section VI/6b in original , with details duly filled up, for receipt of consignment by the authorized representative of the consignee;
 - (iii) Two copies of packing list identifying contents of each package;
 - (iv) Inspection certificate issued by the nominated Inspection agency, if any.

- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 21.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad:

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier. Custom clearance is to be done by the Indian Agent:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 21.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the dispatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to dispatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

13. Supplier's Responsibilities

- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

14. Contract Price

- 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services, CMC performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

- 15.1 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- a) On delivery:** 50 % payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
 - (iii) Two copies of packing list identifying contents of each package.
 - (iv) Inspection certificate issued by the nominated Inspection agency, if any.
 - (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
 - (vi) Certificate of origin.
- b) On Acceptance:** Balance payment of 50 % of net FOB price of goods would be made against 'Final Acceptance Certificate' as per Section VI/5 to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.
- 15.2 The supplier shall not claim any interest on payments under the contract.
- 15.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 15.4 Irrevocable & non – transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 15.5 The payment shall be made in Indian Rupees.
- 15.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 15.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 15.8 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed ie. the number of Reference Stations, site server station, control station commissioned, with full justification from the price quoted in Price Schedule .
- 15.9** The Engineer shall check the details given in the Contractor's monthly statement and certify the amounts to be paid to the Contractor after carrying out the Acceptance Test as specified in Section VI/5. The value of work executed shall be determined after due check measurement of the quantities claimed as executed by the contractor, in accordance with the Price quoted in the Price schedule.

16. Taxes , Duties & Grand Landed Cost

- 16.1 (i) For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- (ii) If applicable, SoI may provide Custom Duty exemption certificate under custom circular No. 51/96.
- (iii) Custom duty rates applicable will be verified by the vendors only.
- (iv) The bidder is required to submit OEM Proforma Invoice along with the price bid.
- 16.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 16.4 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 16.5 (i) Financial quotes must be strictly as per proforma/ providing information under each category separately and clearly, failing of which the financial bid will be treated as 'Unresponsive'.
- (ii) Irrespective of detail break up of various costs/taxes, L1 vendor will be decided based on the Grand landed total cost at the consignee's place.
- (iii) Rates offered by the firm to be LAST and FINAL and payment of any other latent charges/taxes not specified/mentioned in the cost quoted by the firm would solely be the liability of the firm.

17. Performance Security

- 17.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty **(60) days** after the date of completion of all contractual obligations by the supplier, including the warranty obligations - initially valid for a period of minimum **30 months** from the date of Notification of Award
- 17.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) 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 IX of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a

period up to sixty (60) days beyond Warranty Period.

- 17.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section IX, the amount of the performance security is liable to be forfeited.
- 17.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) 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.
- 17.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the PROFORMA in Section IX with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 17.6 Subject to GCC sub – clause 18.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of **Surveyor General of India, Survey of India**, Dehra Dun

18. Subcontracting

18.1 The Contractor may subcontract with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

- 18.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

19. Specifications and Standards

- 19.1 Technical Specifications and Drawings

The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

20. Packing and Marking/ Documents

20.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including 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.

20.2 Packing instructions: The supplier shall make separate packages for each consignee and mark each package on three sides with the following with indelible paint of proper quality:

- a. name of the Project
- b. contract number and date
- c. brief description of goods including quantity
- d. packing list reference number with country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address
- g. Net weight and warning '**HANDLE WITH CARE',USE NO HOOKS'**

21. Insurance

21.1 Insurance:

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) In case of supply of domestic goods on Project/Consignee site(s) basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination(s). The transit risk in this respect shall be covered by the Supplier by getting the goods duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Purchaser/Consignee.
- ii) in case of supply of the imported goods by sea on FOB (Named port of Loading) Basis, the additional extended Insurance for Ocean Freight to the Indian Destination port and local transportation and storage from the port of entry to the consignee site shall be borne by the Supplier for a period including 3 months beyond date of delivery.
- iii) in case of supply of the imported goods on FOB Named airport of Destination Basis, the additional extended Insurance (local transportation and storage) shall be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery.
- iv) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

21.2 The Supplier shall provide, in the joint names of the Purchaser and the Supplier, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Supplier's risks:

- (a) loss of or damage to the Works, Plant and Materials;

- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

21.3 Policies and certificates for insurance shall be delivered by the Supplier to the Purchaser for the Purchaser's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

21.4 If the Supplier does not provide any of the policies and certificates required, the Purchaser may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Purchaser or, if no payment is due, the payment of the premiums shall be a debt due.

21.5 Alterations to the terms of an insurance shall not be made without the approval of the Purchaser.

21.6 Both parties shall comply with any conditions of the insurance policies.

22. Transportation

22.1 Instructions for transportation of imported goods offered from abroad:

22.1.1 The supplier shall not arrange part-shipments and/or transshipment .

22.1.2 Supply made by sea

(a) The supplier is required under the contract to deliver the goods under FOB (Named port of Loading) terms;

(b) The shipment to named port of Destination in India shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators.

(c) In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

(d) The relevant rules etc. for shipping of imported goods are contained in the notifications dated 27.02.19 96 and 11.02.1998 issued by Ministry of Surface Transport (chartered wing), which may be referred to by the bidder for further information in this regard.

22.1.3 Supply made by air

(a) The supplier is required under the contract to deliver the goods under CIP (Named airport of Destination) terms;

(b) In case of airlifting of imported goods offered from abroad, the same will be done only

through the National Carrier i.e. Air India wherever applicable.

22.2 Instructions for local transportation of goods:

- (a) The Supplier is required under the Contract to transport domestic goods (including goods already imported by the supplier under its own arrangement) from the factory/warehouse etc to the specified places of final destination defined as the Project Site.
- (b) The Supplier offering goods from abroad is also required under the Contract to transport goods imported (as per sub-clause 25.1 above) from named port/airport of destination to the Project Site in the Purchaser's country.
- (c) The Supplier is also required under the Contract for insurance, storage and all related costs for local transportation of goods to final destination within the Purchaser's country, defined as the Project Site.
- (d) The Supplier and/or its Indian Agent (in case of foreign supplier) shall also be under Contract for Import Customs clearance/tax/duty.
- (e) All related costs pertaining to local transportation of goods shall be included by the bidders in their Bid Price and shall form part of the Contract Price .
- (f) The Project Site(s) in Purchaser's country is as specified in SCC clause pertaining to GCC clause 1.1(n)

23. Inspections and Tests

23.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

23.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

23.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 23.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

23.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other

obligations so affected.

- 23.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 23.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 23.4.
- 23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Contract.

24. Liquidated Damages

- 24.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 30.
- 24.2 During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 29.4 above shall also apply.

25. Warranty

- 25.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 25.2 The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular up-dation of newer technology as and when evolved followed by a CMC for a period of 5 (Five)Years for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC. No conditional warranty like manufacturing defects etc. will be acceptable. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
- 25.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 28.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 25.4 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365

(days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions

- 25.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 25.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 25.7 During Warranty period, the supplier is required to visit at each consignee's site at least once every month commencing from the date of the installation for preventive maintenance of the goods
- 25.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section IX, Technical Specifications after the completion of warranty period.
- 25.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 25.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

26. Patent Rights

- 26.1 The supplier shall, at all times, 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, trade marks 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.

27. Force Majeure

- 27.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to

perform its obligations under the Contract is the result of an event of Force Majeure.

- 27.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28. Modification of contract

- 28.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided the supplier
 - d) Mode of dispatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

28.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

29. Delay in the supplier's performance

- 29.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.
- 9.2 Subject to the provision under GCC clause 32, 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.

29.3 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/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee 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.

29.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 24 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 customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be 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/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

29.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

30. Termination

30.1. Termination for default

- (a) The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), 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/Consignee pursuant to GCC sub-clauses 34.3 and 34.4.
- (b) In the event of the Purchaser/Consignee terminating the contract in whole or in part, pursuant to GCC sub-clause 35.1 above, the Purchaser/Consignee may procure goods and/or services

similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

- (c) Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

30.2 Termination for insolvency

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/Consignee.

30.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

31. Assignment

- 31.1 The Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

32. General/ Miscellaneous Clauses

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 32.4 The Supplier/its Indian Agent/CMC Provider shall be responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep

indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 32.8 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Purchaser. The Purchaser will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 32.9 Contractor's Risks
- All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
- 32.10 The Contractor shall construct and install the Works in accordance with the Specification and Drawings, and as per instructions of Engineer.
- 32.11 The Contractor shall be responsible for the safety of all activities on the Site.
- 32.12 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Purchaser. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.
- 32.13 The Purchaser shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the Start Date stated in the Contract Agreement the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.
- 32.14 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- 32.15 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.
- 32.16 **Program**

- a) Within 7 days of signing the Contract, The Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- b) An update, at the end of every month, showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- c) The Contractor shall submit to the Engineer, for approval, an updated Program at the end of every month. If the Contractor does not submit an updated Program, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- d) The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Compensation Events(if any).

32.16 Extension of the Intended Completion Date

- a) The Engineer shall extend the Intended Completion Date if a Compensation Event occurs which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- b) The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

32.17. Management Meetings

- a) Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- b) The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32.18. Identifying Defects

- a) The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

- b) The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

32.19. Tests

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

32.20 Correction of Defects

- a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

32.21 Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

33. Completion

- 33.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

34. Taking Over

- 34.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

35. Final Account

- 35.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

36. Operating and Maintenance Manuals

- 36.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them as stipulated in the RFP.
- 36.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer’s approval, the Engineer shall withhold an amount of 5 lakhs from the payments due to the Contractor.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Purchaser’s country is: India
GCC 1.1(i)	The Purchaser is: Surveyor General of India, Survey of India, Post Box: 37, Hathibarkala Estate, DehraDun-248001, UTTARAKHAND
GCC 1.1 (n)	Final destination: Control Centre and DR 1) Survey of India, Hyderabad, INDIA 2) Survey of India, Dehradun, INDIA Final destination: Reference Station

	36 Sites as identified in the States of Orissa, Karnataka and Andhra Pradesh
GCC 8.1	For Notices , the Purchaser's address shall be: Additional Surveyor General (Technical), Surveyor General office, Survey of India, Hathibarkala, Dehradun, Uttarakhand-248001. Ph No : 0135-2746805 Fax: 0135-2743331; Email: sgo.technical.soi@gov.in Web: www.surveyofindia.gov.in
GCC 21.1	The insurance shall be paid in an amount equal to 110 percent of the DDP (Project Site)) value of the Goods on "All Risks" basis including War Risks and Strikes.
GCC 22.1	The Supplier is required under the Contract to transport the Goods to the specified places of final destination within the Purchaser's country, defined as the Project Site. Transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
GCC 23.1	The inspections and tests shall be: Acceptance test procedure (ATP) document should be provided by the bidder. Acceptance test on the supplied equipment must be conducted as per the ATP document. <i>Manufacture's test certificate should be enclosed along with the supply.</i>
GCC 23.2	The Inspections and tests shall be conducted at: Final destination as defined in GCC 1.1(n)
GCC 25	For purposes of the Warranty, the place(s) of final destination(s) shall be: Please refer BDS corresponding to GCC 1.1(n)

SECTION IX. CONTRACT FORMS

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]* to -----
-----between the President of India acting through (designation) Ministry of -----
-----, Department of,Government of India(Address) (name and address of Purchaser)
(hereinafter called “the Purchaser”), and -----
-----*[insert name of Contractor]*, a corporation incorporated under the laws of *[insert: **country of Contractor**]*
and having its principal place of business at *[insert: **address of Contractor**]* (hereinafter called “the Contractor” of
the other party).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services,

-----*[insert brief description of Goods and Services]* and the Purchaser has accepted the Bid by the
Contractor for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures,
expressed in the Contract currency (ies)]* (hereinafter called “the Contract Price”).

The contract price is for supply and Installation/System Integration, Commissioning, **Training & Initial Operation Support** of Goods (Name of the Instrument)- *[insert Price in words and figures, expressed in the Contract
currency(ies)]*.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In this contract, words and expressions shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. in consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby conveys with the Purchaser to supply and Installation/System Integration, Commissioning, Training & Initial Operation Support of goods and remedy the defects herein in conformity in all respects with the provisions of the contract.
3. The purchaser hereby conveys to pay the Contractor in consideration of supply and Installation/System Integration, Commissioning, Training & Initial Operation Support of goods and in remedying the defects wherein the Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract, Viz.:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract

SECTION IX: CONTRACT FORMS

- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) *[Add here any other document(s)]*

IN WITNESS WHEREOF the parties have caused this Contract to be executed on the day, month and year indicated above.

Binding Signature of the Purchaser Signed by -----

(for and on behalf of the President of India)

Binding signature of Contractor Signed by-----

(for and on behalf of -----duly authorized vide Resolution

No. -----dated -----of the Board of Directors of -----)

In the presence of

[insert identification of official witness]

1.

2.

2. BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

------(Name of Purchaser)

------(Address of Purchaser)

WHEREAS _____(Name and address of the supplier) (Hereinafter called“the supplier”) has undertaken, in pursuance of contract no.dated.....to supply

(description of goods and services) (herein after 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. _____(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 shall be valid from the date of Notification of Award i.e.

up to ----- (indicate 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

3. FORMAT FOR BANK GUARANTEE FOR ANNUAL MAINTENANCE

(To be stamped in accordance with Stamp Act, if any, of the country of the Issuing Bank)

Bank Guarantee No.: Date:

To:(Name of the purchaser)

Whereas(name of the Purchaser) hereinafter called “the Contractor” has undertaken, in pursuance of contract No. dated20..... to supply (Description of Goods and Services) hereinafter called “the contract”.

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor’s performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

AND WHEREAS we have agreed to give the Supplier a guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Contractor, up to a total of Rs.(amount of guarantee in words and figures) being 2.5% of the total cost of equipment and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of 20

Signature and seal of Guarantors

.....
.....

Date:20.....

NOTE:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATOR IF PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

4. FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD/ BID SECURITY

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

(I. S. DAHIYA) DSO (PANKAJ MISHRA) SS (NITIN JOSHI) DIR (S. K. SINHA) DIR
Member Member Secretary Member Member

(RAJIVE SRIVASTAVA) DIR
Chairman