



Himachal Pradesh Geo-spatial Data Centre,  
Survey of India, Dakshin Marg, Sector 32-A, Chandigarh-160030.

### NOTICE INVITING e-TENDER

**TENDER NO: T-558 /40-O-UAV (Drone)**

**DATED 05 April, 2018**

On the behalf of Surveyor General of India, Director, Himachal Pradesh Geo-spatial Data Centre, Survey of India, Chandigarh invites online bids under two bid system (Technical bid and Financial bid) for **Procurement of Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping** from experienced and reputed suppliers/Service provider/firms.

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

#### Critical Date Sheet

Published Date	06.04.2018 (10:00 hrs)
Document Download Start Date	06.04.2018 (11:00 hrs)
Document Download End Date	26.04.2018 (16:00 hrs)
Bid Submission Start Date	16.04.2018 (10:00 hrs)
Clarification Start Date	06.04.2018 (12:00 hrs)
Clarification End Date	13.04.2018 (14:00 hrs)
Bid Submission End Date	26.04.2018 (16:00 hrs)
Opening Date (Technical Bid)	01.05.2018 (10:00 hrs)

#### **Tender Fee – INR 500/- (Rupees five hundred only)**

For queries / clarifications on content of Tender document, please contact, Director, Himachal Pradesh Geo-spatial Data Centre, Survey of India, Chandigarh at phone No 0172-2613398 or write to [hp.gdc soi@gov.in](mailto:hp.gdc soi@gov.in). However, any queries relating to the process of online submission of bids relating to CPP portal in general may be directed to CPP portals **24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.**

**Director**  
HPGDC, Chandigarh

## 1. Instructions to Bidders (ITB):

1.	Designation and address of the Officer inviting the tender	Director, Himachal Pradesh Geo- spatial Data Centre, Survey of India, Dakshin Marg, Sector 32 A, Chandigarh-160030.
2.	Venue of opening of Technical Bid	Conference Hall, O/o Director, Punjab, Haryana & Chandigarh Geo-spatial Data Centre, Survey of India, Dakshin Marg, Sector 32 A, Chandigarh-160030.

### 1.1. Detailed Specification of Item:

Sl. No.	Description	Quantity	Remarks
1	Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping	10 (Ten)	For detailed technical specifications please see Appendix-I For delivery destination, please see Appendix-1A

The purchaser may increase or decrease the number of Softwares for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping at the time of placing supply order.

- A. This invitation for bids is open to all reputed original equipment manufacturers (OEM)/distributors or their authorized dealers authorized by the OEM to quote on their behalf for this tender.
- B. The Bidder should not have been blacklisted in any Government/ Government undertaking/Public sector companies. A self –declaration letter by the Bidder, on the company’s letter head should be submitted along with technical bid.
- C. The online bid (in English language only) for the above item shall be submitted along with detailed specifications and operational conditions and limits. Offline bids will not be accepted. Instructions for online bid submission are given in Appendix VI.
- D. Eligibility and Qualification Criteria :- (To be read with Sl. No. 1 of General Terms & Conditions of Supply – Appendix II)

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

- (a) The bidder should have minimum experience in the relevant field of marketing of photogrammetric softwares during last 05 years (Period to be counted from April 2013 to March 2018)
- (b) The bidder should have minimum turnover of Rs 25 lakhs in each of the last three financial years (2015-16, 2016-17 and 2017-18). Relevant proof in support shall be submitted including I.T. returns and audited balance sheets.
- (c) The Bidder should be a registered company in India as per Companies Act 1956. The certificate of incorporation issued by Registrar of Companies along with copies of Memorandum of Articles of Association are required to be submitted along with technical bid.
- (d) Indian Agents representing Foreign Principals should fulfill the provisions of Rule 152 of GFR, 2017.
- (e) ISO Certification – The Company offering Software for Processing and Analysis of Image data captured by Professional Survey Grade UAV/Drone

for Large Scale Mapping should be an ISO Certified Company with Certified Service Centers in India for after sale support.

- E. No consortium or joint venture is permitted. An undertaking in this regard to be furnished by the firm.
- F. For general terms and conditions of supply, please see Appendix – II.
- G. The details of e-Tender with complete terms and conditions are available on the CPP portal of Government of India at URL: <https://eprocure.gov.in/eprocure/app> and may be read out carefully before applying the same. Bids received by offline mode are not acceptable and shall be rejected.
- H. **Tender Fee and EMD:** The interested bidders will have to send the DD/BC only to the tune of Rs 500 (non-refundable) towards tender fee and DD/ fixed deposit receipt/ banker's cheque / Bank Guarantee (refer Appendix V(i)) of any scheduled Bank to the tune of Rs.50,000/- as security/EMD in favour of "Establishment and Account officer, Punjab, Haryana & Chandigarh GDC, Survey of India" and payable at Chandigarh to the following address:

**The Director,  
Punjab, Haryana & Chandigarh  
Geo-spatial Data Centre, Survey of India, Dakshin Marg,  
Sector 32-A, Chandigarh – 160030**

Tender fee and EMD shall reach **Punjab, Haryana & Chandigarh** Geo-spatial Data Centre, Chandigarh on or before the date of opening of the tender otherwise the bid will be considered as non-responsive and shall be rejected. The EMD will be refunded to the unsuccessful bidder except L1 and L2 bidders. Scanned copy of Tender fee and EMD shall be uploaded in the respective cover of the online bid document.

- I. Incomplete Bids will not be considered at all.
- J. The Tendering Process and Procurement is subject to the provisions of General Financial Rule 2017, Manual on Policies and Procedure for Purchase of Goods published by Ministry of Finance, Department of Expenditure and related Guidelines issued by CVC and any other Government orders issued from time to time.
- K. All bidders must quote the price for delivery at designated consignee address including all applicable taxes/ duties. Consignee address attached as Appendix I-A.
- L. Irrespective of detail break-ups of various costs/ taxes, L1 bidder will be decided based on the Grand Total Landed Cost at the Consignee's place.
- M. No extra cost should be included over and above the quoted price in the financial bid by the vendor after opening of tender/bid under any circumstances.
- N. Chairman, procurement board reserves the right to reject / cancel all or any tender without assigning any reason thereof.

## **2. TENDERING/BIDDING PROCESS:**

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

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

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

2.2 Cover – II, titled as '**PRE QUAL / TECHNICAL BID**' shall contain the complete technical qualifications and Commercial terms and conditions of supply etc. & Documents mentioned in para 6 of Annexure A, Annexure B, General Terms & Condition in Appendix-II, Appendix - III

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

- i) Price Schedule or BOQ in .xls format duly filled in strictly according to the prescribed proforma specified in Annexure A-I. The Price schedule or BOQ shall be downloaded, filled and uploaded in the same format without changing the name of file. Any deviation will render the financial bid as unresponsive.

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

## **3. VALIDITY OF RATES**

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

## **4. OPENING OF BIDS**

- a) The Bid will be opened on 01 May 2018 (1000hrs) in the Conference Hall, O/o Director, Punjab, Haryana & Chandigarh Geo-spatial Data Centre, Survey of India, Dakshin Marg, Sector 32 A, Chandigarh-160030. The representatives of the Bidder / Bidders may attend Opening of tenders along with letter of authority from the respective bidder / bidders.
- b) Only one authorized representative from each participating bidder will be allowed to attend.

## **5. LICENSING**

The software must be with permanent stand-alone license and the software with the same license can be installed in the multiple systems; however one license can be used by only one active user at a time.

## **6. OEM COMPREHENSIVE WARRANTY**

- The Bidder shall be responsible for installation, administration and maintenance of the Software for a period of 3 year after successful implementation of the same.
- During the warranty term, the bidder shall perform all the upgrade/new version update free of cost.
- Any call shall have to be attended within 24 hours and any software issue shall be resolved within 3 days or as mutually decided upon. In case the solution requires more time, the bidder should report to the concerned nodal officer within given time frame in writing with the requisite details for approval.

- Up-gradation of Software: Any modifications and/or enhancements / up-gradation required by SOI in the software during support period shall have to be incorporated by the successful bidder free of cost during warranty period.
- Selected bidder will be required to incorporate amendments and enhancements from time to time and also to attend to any problem in day to day functioning of the system during this period free of cost during warranty period.

## **7. AGREEMENT**

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

## **8. TRAINING/DEMO**

Hands on user training will have to be imparted by the expert nominated by the supplier to Survey of India staff at Customer site or as decided by the customer **free of cost** to 10 people within 5 days of successful installation of the software. During training, user manuals for the Software shall be provided by the successful bidder.

## **9. CORRUPT OR FRAUDULENT PRACTICES**

The Board will reject a proposal if it is found that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question during the bidding process or in executing the contract.

## **10. Supply of Source Code**

The source code for the customised portion of the application software if any should be provided with proper documentation explaining the functions of each module/routine. Necessary instructions for incorporating any modification changes in the software and its compilation into an executable/installable product should be explained clearly. All source code of customised portion of the software if any will become a proprietary item of SOI.

## **11. Software & User Documentation**

The bidder shall supply a set of all software and user documentation in CD based softcopy and the approved copy of the final set in one hardcopy. All the software artefacts should be regularly maintained to highlight revisions and the causes of revision.

## **12. Acceptance**

SOI will test the software after successful installation and will issue a product acceptance certificate on successful completion of testing. The warranty for the product will commence from the date of issue of final acceptance certificate.

**Director,  
Himachal Pradesh Geo-spatial Data Centre,  
&  
Chairman, Procurement Board,  
Survey of India, Dakshin Marg,  
Sector 32-A, Chandigarh – 160030.**

**INSTRUCTIONS TO SUPPLIERS**

**1. PERFORMANCE SECURITY**

Successful bidder will have to furnish Security Deposit @ 10% of value of the order/ contract in the shape of account payee demand draft, fixed deposit receipt from a scheduled bank, Bank Guarantee of any scheduled Bank valid for 3 years and 2 months from the date of acceptance of the software after training with a provision of further extension and **within 14 days after the notification of award**, in favour of “Establishment and Account officer, Punjab, Haryana & Chandigarh GDC, Survey of India” and payable at Chandigarh. An Agreement is also to be signed by the Supplier at their cost on non-judicial stamp paper of appropriate value as per specimen at Appendix – IV. In case of Bank Guarantee submitted by the Bidder it should be unconditional in all cases.

**2. DELIVERY PERIOD**

The minimum delivery period required by the supplier from the date of receipt of the Supply Order should be mentioned in the bid and should not be more than **4 weeks** from the date of supply order.

**3. PACKING, FORWARDING & INSURANCE**

The Equipment is to be securely packed as per International standard trade packaging, to avoid damages to the consignment in transit. The supplier will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the supplier. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the supplier and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

**4. PAYMENT**

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

**5. THE FOLLOWING TO BE CONFIRMED IN THE TECHNICAL BID:-**

- A) VALIDITY OF OFFER
- B) FREE DEMONSTRATION OF SOFTWARE
- C) INSPECTION
- D) WARRANTY
- E) GUARANTEE
- F) SERVICE / OPERATIONAL MANUAL
- G) REPAIR & MAINTENANCE AFTER SALES SERVICE FACILITIES)
- H) INSTALLATION/COMMISSIONING/TRAINING

**6. DOCUMENTS TO BE SUBMITTED:-** Following Documents are required to be furnished along with the TECHNICAL BID:-

- i) Registration Certificate of the firm under Companies Law.
- ii) Registration Certificate if registered with DGS&D as an approved Government Supplier or registered as a Small Scale Unit with Small Scale Industries.
- iii) Latest Sales Tax Clearance Certificate.
- iv) Latest Income Tax Clearance Certificate.
- v) In case of wholesale dealers / distributors / agents, authority letter (in original) from their Principals / OEMs.
- vi) One copy of Warranty Certificate duly stamped and signed (specimen enclosed).
- vii) Supply orders from Govt. (State or Central)/ PSUs for supply of this item.

**PRICE SCHEDULE**

**ANNEXURE: A-I**

<b>Name of the Bidder/ Bidding Firm / Company :</b>	
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**PRICE SCHEDULE**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	Unit Price (INR)	Installation cost at Various Consignee sites as per bid document (INR)	Discount (INR)	TOTAL AMOUNT (5+6+8+9) Rs. P	GST (In percentage %)	Grand Total (INR)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1	<b>Items</b>									
1.01	Software for processing Image data captured by Professional Survey Grade UAV/Drone for Large scale mapping	10.000	Nos				0.00		0.00	INR Zero Only
<b>Total in Figures</b>									<b>0.00</b>	INR Zero Only



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

1	Name of the Firm / Company	
2	Year of Establishment	
3	Status of the Firm/ Company (Partnership. Limited etc)	
4	Postal Address  Telephone numbers  Fax  e-mail  Website Address (If Applicable)	
5	Bank Account Detail for e-payment	Account No Account Type Name of Account Holder Address of Account Holder Name of Branch Address of Branch IFSC Code
6	Address of Authorized branches of the Firm/ Company, In India	
7	Name of the proprietor/ partner/ Managing Director etc.	
8	Nature of your Firm/ Company/ Manufacturer/ Stockiest/ Dealer/ Distributor/ Agent etc.	
9	Details of products you are dealing in (catalogues for products may be enclosed, if available)	
10	Turnover for the last five years in Rs.(Year Wise).(Supporting documents to be attached)	
11	List of Existing Clients (Govt. / PSU / Major Client). (Supporting documents to be attached)	
12	If already doing business with SOI give details	
(a)	Item	

(b)	Since when	
13	If you are registered with DGS&D /GeM or any other Govt./PSU/Authorized body Please give details	
(a)	Name and address of organization registered with	
(b)	Registration No.	
(c)	Date of Registration	
(d)	Date till which Registration is valid	
(e)	Whether registered for items for which tender has been submitted	
14	Whether enlisted with Central Procurement Organization (DGS&D or any Ministry/Department of Govt of India.) ( <b>For Indian Agents representing Foreign Principal</b> ).	
15	Has your firm ever been black listed by the Govt. or any other authority? Please give details and reasons thereof	
16	If black listed & revoked give details of the same	
17	Are you income tax payee, if so please furnish following details	
(a)	PAN/TAN	
(b)	TDS Accounts if any	
(c)	GST Registration No	

## Declaration

I/We do hereby declare that the entries made in the application are true to the best of my / our knowledge and belief. I/We do also confirm that I/ We have read and understood all terms & conditions of Contract as contained in this tender document and agree to abide by the same in all respect.

I/We undertake to communicate promptly to SOI all the subsequent changes in condition affecting the accuracy of the details given above. Further I/We undertake that in case the facts/ information furnished, as above is/ has been found false, the SOI may be in absolute discretion to reject/ cancel any assignment, if any, awarded / agreed to be awarded to me / us and in such case I / We shall not be entitled to claim any damages/ whatsoever in regard to that assignment.

Signature of Proprietor/ Director/ Managing  
Director/ Constituted authority.

Place:

Name:

Date:

Designation

**TECHNICAL SPECIFICATIONS**

<b>Technical Specification for Procurement of Software for Processing and Analysis of Image data captured by Professional Survey Grade Unmanned Aerial Vehicle/ Drone for Large Scale Mapping</b>		
<b>S.no</b>	<b>Specification</b>	<b>DESCRIPTION</b>
1	No. of photos	No limitations on no. of photos/images that can be processed by the software. Should also be able to handle large no. of photos using an elaborate tiling mechanism.
2	Image formats	The software should support all standard image formats like jpg, png, tiff, bmp, etc.
		Capable of importing an CSV/Excel/XML file with list of photos, their file paths, and all photo and photo collection information (thereby eliminating the need to manually enter all this information)
3	Automatic Aerial Triangulation	Capable of performing automatic aerial triangulation to process images taken from any angle from aerial (manned or UAV) or terrestrial platform
4	GCP import and editing	Capable of importing and editing GCP to improve the absolute accuracy of the project
5	Multi camera/sensor support	Capable of using and processing images from different camera in a same project to process them together
		Image processing capability for both panchromatic and multispectral images
6	Dense point cloud generation and classification	Capable of automatically generating 3D dense point cloud and automatic classification.
		Capable of importing point cloud from different sources such as Lidar etc. to generate DSM or Ortho mosaic.
7	DSM/DTM and 3D modelling/texturing from standard 2D photographs	Capable of automatic generating DTM/DEM and 3D modelling/texturing from standard 2D photographs which can be analysed in the software.
8	Ortho-mosaic	Geo referenced ortho-mosaic seamless editing and export capability
9	Generation of contour lines	Capability of automatic Generation of contour lines using DEM/DSM
10	Measurements tools for coordinate/distance/ area/ volume	Provide a robust set of tools for measurement and terrain analysis
11	Distributed/network processing	The software should be capable of merging multiple projects and splitting large project for multi processing over the network on multiple CPUs.

12	Supporting Data formats	Capable of supporting all standard data formats like .shp, .mdb,xls, .MIF, .Tab, .Dgn, .DXF, .XML, .GML/.KML, .KMZ etc. data formats.
13	Output Results	<p>Sphere-shaped panorama stitching.</p> <p>Orthomosaic in GeoTiff format.</p> <p>Nadir DSMs and DTMs in Geotiff format.</p> <p>3D PDF For Easy sharing of 3D mesh.</p> <p>3D textured mesh in .obj, .ply, .dxf and .fbx format.</p> <p>Point cloud in .las,.laz,.xyz and .ply.</p> <p>Contour lines in .Shp,.dxf and .pdf.</p>

**APPENDIX- IA****CONSIGNEE ADDRESS FOR DELIVERY, INSTALLATION & DEMO OF 10  
NUMBERS OF SOFTWARE LICENSES FOR PROCESSING AND ANALYSIS  
OF IMAGE DATA CAPTURED BY PROFESSIONAL SURVEY GRADE  
UAV/DRONE**

SI No.	Address of Consignee	Contact Phone no & email	Quantity
1	GISTC, Surveyor General's Office, Hathibarkala Estate, Dehradun, Uttarakhand – 248001	+91-135 - 2749026 <a href="mailto:sgo.soi@gov.in">sgo.soi@gov.in</a>	03
2	Indian Institute of Surveying & Mapping, Survey Of India, Uppal, Hyderabad, Telangana – 500039	+91- 40-27201181 <a href="mailto:iism.soi@gov.in">iism.soi@gov.in</a>	01
3	Maharashtra & Goa Geospatial Data Centre , Survey Of India, Phule Nagar, Alandi Road, Pune - 411006	+91 - 20 – 26611105 <a href="mailto:mhgoa.pune.soi@gov.in">mhgoa.pune.soi@gov.in</a>	03
4	Director, Punjab, Haryana & Chandigarh Geospatial Data Centre, Survey Of India, Survey Complex, Dakshin Marg, Sector 32 A, Chandigarh - 160030	+91-172-2600031 <a href="mailto:phc.gdc.soi@gov.in">phc.gdc.soi@gov.in</a>	03
Total			10

**GENERAL TERMS AND CONDITIONS OF SUPPLY**

**1. QUALIFICATION CRITERIA**

- 1.1. The bidder should have minimum experience in the relevant field of marketing of photogrammetric softwares during last 05 years (Period to be counted from April 2013 to March 2018)
- 1.2. The bidder should have minimum turnover of Rs 25 lakhs in each of the last three financial years (2015-16, 2016-17 and 2017-18). Relevant proof in support shall be submitted including I.T. returns and audited balance sheets.
- 1.3. The Bidder should be a registered company in India as per Companies Act 1956. The certificate of incorporation issued by Registrar of Companies along with copies of Memorandum of Articles of Association are required to be submitted along with technical bid.
- 1.4. Indian Agents representing Foreign Principals should fulfill the provisions of Rule 152 of GFR, 2017.
- 1.5. ISO Certification – The Company offering Software for Processing and Analysis of Image data captured by Professional Survey Grade UAV/Drone for Large Scale Mapping should be an ISO Certified Company with Certified Service Centers in India for after sale support.

**2. COUNTRY OF ORIGIN**

- 2.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules.
- 2.2 For purpose of this clause, “origin” means the place where the goods are made, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from the components.
- 2.3 The origin of Goods and Services is distinct from the nationality of the supplier.

**3. FORMAT AND SIGNING OF BID**

- 3.1 The bid shall be typed or written, in English language only, in indelible ink and shall be signed by the bidder or a person or persons duly authorized to be the bidder to the contract. The letter of authorization shall be indicated by written power – of – attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 3.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**4. COMPLETENESS / CORRECTNESS OF THE STORES**

The contractor / supplier shall be responsible for the correct supply of the stores being ordered and shall replace the same free of cost if found not conforming to the required specifications or incomplete in any performance. The spares shall be guaranteed for interchangeability and performances. The changed parts, if any, will be guaranteed for correctness and interchangeability.

## **5. DECREASE IN THE QUANTITY TO BE SUPPLIED**

Normally no item or quantity will be cancelled or reduced within the delivery period. But the Purchaser reserve the right to cancel any item or reduce any quantity from the purchase order if the stores are not supplied within the original delivery period.

## **6. FORCE MAJEURE**

“Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **7. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **8. RISK PURCHASE**

If the supplier after submission of bid & due acceptance of the same i.e. after the placement of order fails to abide by the terms of the tender document or fails to supply the material as per delivery schedule/period given or at any time repudiates the contract, the purchaser shall have the right to forfeit the EMD /Performance security deposited by the supplier & procure the stores from other agencies at the risk & consequences of the supplier. The cost of such procurement will be recovered from the supplier.

## **9. BLACKLISTING THE FIRM**

If a firm which is awarded the contract violates any of the terms & conditions, it shall be black listed & its EMD / Performance Security shall be forfeited.

## **10. INDEMNITY**

The supplier shall warrant and be deemed to have warranted that all software licenses , accessories and documents supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the software licenses for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.

## **11. APPLICABLE LAW**

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

## **12. ARBITRATION CLAUSE**

In the event of any dispute arising out of or relating to this tender, it should be referred to sole arbitration of **Surveyor General of India** or any other person nominated by him whose decision will be final and binding for both the parties.



**WARRANTY CERTIFICATE**

We warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair & overhaul of the equipment i.e. Software for Processing and Analysis of Image data captured by Professional Survey Grade UAV/Drone for Large Scale mapping) or defective supply not conforming to the specifications if observed at the time of final inspection, and thereafter within three years from the date of acceptance, we undertake the guarantee to repair/supply free of cost, the defective items up to the final destination and the inland expenses borne by the indenter, will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the goods but shall expire (Except in respect of complaints of which the contractor has been notified prior to such date) after 36 months of successful acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises.

Signature .....

Name & Address of Manufacturer /  
Supplier

Dated \_\_\_\_\_

## AGREEMENT

An agreement made \_\_\_\_\_ day of \_\_\_\_\_  
between \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the contractor which expression shall include his legal representatives) of the one part and Director, Punjab, Haryana & Chandigarh GDC, Chandigarh as the other part for the purchase of the under mentioned articles at cost mentioned against them viz.:-

Name of Article	Quantity	Rate (Rs.)	Total Cost (Rs.)
Software for Processing and Analysis of Image data captured by Professional Survey Grade UAV/Drone for Large Scale mapping	10 (Ten)		

And on the terms and conditions hereinafter mentioned viz.:-

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

- (a) That all stores supplied shall be new and of good quality and in exact accordance with the specifications of the equipment. That the inspection of the stores shall be carried out by the consignee himself or by a team of Officers deputed by him at the place mentioned above. The stores rejected must be removed by the contractor within a week from the date of rejection. All stores not accepted shall lie at the risk of the contractor. If not removed within the period specified above, Director, or consignee shall have the right to dispose of such stores as he thinks fit at the risk of the contractor and on his account or if he prefers to charge him rent for the space occupied by same.
- (b) That the time for delivery stated above shall be of the essence of the contract and should the contractor fail to deliver the whole/any part of the stores within the delivery period specified (8 weeks). Director, shall have the right to forfeit the deposit and to purchase the stores elsewhere which the contractor has failed to deliver as aforesaid at the expenses of the contractor and the contractor will be liable to pay such further sum as will be sufficient to meet the difference of cost between the rates tendered and those at which the purchases are actually made should they be higher. This is without prejudice to action being taken under other provisions of this contract.
- (c) That the Director, or consignee, shall have full power to reject the whole or any part of the stores which to the true intent and meaning is not in exact accordance with the specifications and that his decision shall be final.
- (d) That the contractor will deposit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (10% value of order) as Performance Security for compliance with the terms and conditions of this contract in the shape of Bank Guarantee /Fixed Deposit Receipt etc valid for 3 years 2 months.
- (e) That the contractor will be entirely responsible for the execution of this contract and shall not assign or sub-let the same.
- (f) If the contractor becomes insolvent or he or his Agent offers any bribe in connection with their contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause Director, may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.

- (g) The rates approved by the purchaser are final and no further payment will be done irrespective of any increase in Taxes etc. The contractor will have to bear the cost at his own. The purchaser will not be held responsible for such obligation.
- (h) The rates approved are inclusive of all prevailing taxes which are to be levied, any non-inclusion of such amount/Tax will be the liability of contractor.
- (i) The goods received will be accepted only after receiving the satisfactory performance certificate from the joint inspection committee. (Comprising representative of contractor and purchaser).
- (j) The Contractor will be fully responsible for efficient operation of equipment for a period of 36 months of warranty from the date of acceptance. However, incase of any breakdown during the warranty, the period of warranty shall get extended to the extent of the period for which equipment remained out of service.
- (k) In case of any latent defect, which is noticed later on within a period of 36 months from the date of acceptance of equipment, the contractor will be responsible to undertake such repair/supply free of cost the defective part, at the final destination and inland expenses will also be borne by contractor.
- (l) If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same, shall be referred to the arbitration of the Surveyor General of India (or any other person nominated by him) whose decision will be final and binding for both the parties.

**Signed by the said contractor.....**

**In the presence of**

**1<sup>st</sup> Witness  
Address**

**2<sup>nd</sup> Witness  
Address**

**Signed by the said for and on behalf of the  
President of India in the presence of**

**1<sup>st</sup> Witness  
Address**

**2<sup>nd</sup> Witness  
Address**

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt \_\_\_\_\_(hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for supply of Software licenses for Processing and Analysis of Image data captured by Professional Survey Grade UAV/Drone for Large Scale mapping (hereinafter called “the said Agreement)”) of security deposit for the due fulfillment by the said contractors of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We, (indicate the name of the bank) \_\_\_\_\_(hereinafter referred to as “the Bank”) at the request of \_\_\_\_\_ Contractor (s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractors) of any of the terms or conditions contained in the said Agreement.

2. We (indicate the name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor’s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability, under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto: our liability under this Guarantee being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractors) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) \_\_\_\_\_ further, agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ office/Department/Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of the Bank) \_\_\_\_\_ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime or form time to time any of the powers exercisable by the Government against the said contractors) and to forbear or

enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Government or any indulgency by the Government to the said contractor(s) or by such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, (indicate the name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing:

8. This Bank Guarantee submitted by the Bidder is unconditional in all cases. The Bank Guarantee / Security Deposit is valid for a period of 3 years from the date of acceptance of the equipments/ after training/ signing the contract.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for (indicate the name of the Bank)

**BANK GUARANTEE FOR FURNISHING EMD/ BID SECURITY**

Whereas .....  
 (hereinafter called the "bidder")  
 has submitted their offer dated..... for  
 the supply of .....  
 (hereinafter called the "tender")  
 against the purchaser's tender enquiry No. ....  
 KNOW ALL MEN by these presents that WE .....  
 of ..... having our registered office at  
 ..... are bound unto .....  
 (hereinafter called the "Purchaser")  
 in the sum of.....  
 for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its  
 successors and assigns by these presents. Sealed with the Common Seal of the said  
 Bank this..... day of .....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

.....  
 (Signature of the authorized officer of the Bank)  
 .....  
 .....  
 Name and designation of the officer  
 .....  
 Seal, name & address of the Bank and address of the Branch

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

**REGISTRATION :**

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

**SEARCHING FOR TENDER DOCUMENTS:**

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

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

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

## **PREPARATION OF BIDS:**

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

## **SUBMISSION OF BIDS:**

- i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the tender fee /EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to The Director, O/o Punjab, Haryana & Chandigarh GDC, Survey of India, Chandigarh-160030 latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Financial Bid provided with tender document format to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids online in the format provided with this tender and no other format is acceptable.
- vi) Bidders are required to download the Financial bid format provided with tender document file, fill with their respective financial quotes and other details (such as name of the bidder). Once the details have been completed, the bidder should sign it and submit it online, without changing the filename in the respective cover. If financial bid format provided with tender document file is found to be modified by the bidder, the bid will be rejected.
- vii) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



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

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

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

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

#### **ASSISTANCE TO BIDDERS:**

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

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