

SURVEY OF INDIA
CENTRAL ZONE
SURVEY COLONY, VIJAYNAGAR,
JABALPUR (M.P)-482002

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OPEN TENDER ENQUIRY FOR
SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF
CONTINUOUSLY OPERATING REFERENCE STATION (CORS) NETWORK IN
PARTS OF NORTH EASTERN INDIA AND THE STATE OF WEST BENGAL

BID REFERENCE : SOI/CZO/CORS/NEW

PERIOD OF SALE OF BIDDING DOCUMENT : FROM 15/07/2021 10:00 hrs
TO 17/08/2021 10:00 hrs

DATE AND TIME OF PREBID MEETING : 30/07/2021 11:00 hrs

LAST DATE AND TIME FOR RECEIPT OF BIDS : 17/08/2021 11:00 hrs

* TIME AND DATE OF OPENING OF BIDS – Technical Part : 18/08/2021 11:00 hrs

PLACE OF OPENING OF BIDS : Office of Additional Surveyor General,
Central Zone, Survey of India,
Survey Colony, Vijay Nagar,
Jabalpur (M.P) - 482 002

OFFICER INVITING BIDS : Deputy Surveyor General,
Central Zone, Survey of India,
Survey Colony, Vijay Nagar,
Jabalpur (M.P) - 482 002

*Time and date of opening of Financial part of bid will be intimated after Technical acceptance of bid

OPEN TENDER ENQUIRY FOR
SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF CORS
NETWORK IN PARTS OF NORTH EASTERN INDIA AND THE STATE OF WEST
BENGAL

(Two-Envelope Bidding Process with e-Procurement)

NOTICE INVITING TENDER (NIT)

Date : 15/07/2021

OTE No. : SOI/CZO/CORS/NEW

1. The Surveyor General of India has intended that part of the funding received from Govt of India, will be applied to eligible payments under the contracts for **Supply, Installation, Commissioning and Maintenance of CORS Network in Parts of North Eastern India and The State of West Bengal**
2. On behalf of Surveyor General of India, Deputy Surveyor General, Central Zone, Survey of India, Jabalpur invites sealed bids from eligible bidders for supply of following goods and services listed below:

Lot No.	Description	Unit	Quantity
1.	Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern parts of India	Set	121
2.	Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim	Set	42

3. Bidding will be conducted through the OPEN TENDER ENQUIRY (OTE) procedures as per GFR-2017. The bidding is open to all eligible bidders as defined in bid document.
4. Interested eligible Bidders may obtain further information from the Central Zone, Survey Colony, Vijay Nagar, Jabalpur (M.P.) at the address given above during office hours from 10:00 AM to 5:00 PM on any working day.
5. The bid document is available online and bids are to be submitted online through the e-procurement portal <https://eprocure.gov.in/eprocure/apponly>. Bids submitted in any other manner will not be accepted. Bidders are required to obtain Digital signature from designated firms (available on e-proc. Portal and then register with the Government of India e-procurement platform and submit bids by using their user ID and Digital Signature.)

- (a) Last date and time for receipt of bids : 17/08/2021 11:00 hrs
- (b) Time and date of opening of bids- Technical : 18/08/2021 11:00 hrs
- (c) Place of opening of bids : Office of Additional Surveyor General,
Central Zone, Survey of India,
Survey Colony, Vijay Nagar,
Jabalpur (M.P) – 482002
Tele: +91-761-2643182
Fax: +91-761-2643182
Email – zone.central.soi@gov.in
- (e) Address for communication : Attn: Deputy Surveyor General and
Chairman Procurement Board,
Office of Additional Surveyor General,
Central Zone, Survey of India,
Survey Colony, Vijay Nagar,
Jabalpur (M.P) – 482002
Tele: +91-761-2643182
Fax: +91-761-2643182
Email – zone.central.soi@gov.in
6. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://eprocure.gov.in/eprocure/app>.
7. Bids must be submitted online on <https://eprocure.gov.in/eprocure/app> (website) on or before the date and time for opening of Technical part, and the ‘Technical Part’ of bids will be opened online on the specified time and date for opening of bids, as given above. The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
8. The bidders are required to submit (a) original bid securing declaration in approved form; and (b) original affidavit regarding correctness of information furnished with bid document with Office of Additional Surveyor General, Central Zone, Survey of India, Survey Colony, Vijay Nagar, JABALPUR- 482 002, INDIA before the date and time of opening of the technical part of the bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will

not be opened. Bidders are instructed to Mark Attention to “Deputy Surveyor General and Chairman Procurement Board” over bid enclosure/envelop.

9. A pre-bid meeting will be held on 30/07/2021 at 11:00 hours at the Conference room of G&RB, 17 EC Road, Survey of India, Dehradun to clarify the issues and to answer queries on any matter that may be raised at that stage. Bidders unable to attend pre-bid can also join meetings online. Link will be shared through CPP Portal on a later date. **Prospective Bidders, if cannot attend pre-bid meeting, may ask clarification on the Bidding Documents through CPP portal on or before 30/07/2021 17.00 hrs. Clarifications requested through any other mode or after said due date shall not be considered by the Purchaser.** Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Bidders are also advised to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
10. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.

Seal of Office &Address : Deputy Surveyor General,
Office of Additional Surveyor General,
Central Zone, Survey of India,
Survey Colony, Vijay Nagar,
Jabalpur (M.P) – 482002
Tele: +91-761-2643182
Fax: +91-761-2643182
Email – zone.central.soi@gov.in

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PART 1 –REQUEST FOR BIDS

SECTION I –INSTRUCTIONS TO BIDDERS [ITB]

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Section I. Instructions to Bidders

A. General

1. Scope of Bid	<p>1.1 The Purchaser indicated in the Amendment to Instruction to Bidder (AITB), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification and number of lots (contracts) of this OPEN TENDER ENQUIRY (OTE) procurement are specified in the AITB.</p> <p>1.2 Throughout these Bidding Documents:</p> <p>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the AITB, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;</p> <p>(b) if the context so requires, “singular” means “plural” and vice versa; and</p> <p>(c) “day” means calendar day.</p>
2. Source of Funds	<p>2.1 The Purchaser, Surveyor General of India, Survey of India, intends to apply part of the funds received from Govt. of India towards the cost of the Project, as defined in the AITB, to cover eligible payments under the Contract for the Goods and Services to be delivered as per Schedule of Requirement.</p>
3. Corrupt & Fraudulent Practices	<p>3.1 It is the Government of India’s (GoI) policy to require that the highest standards of ethics are observed during the procurement and execution of contracts. In pursuance of this policy, the officials of Procuring Entities and the bidders / suppliers/ contractors/ sub-contractors/consultants/ service-providers involved in procurement process must abide by the Code of Integrity for Public Procurement (CIPP).</p> <p>3.2 Code of Integrity for Public Procurement: Procuring authorities as well as bidders, suppliers, contractors and consultants/service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p>

	<p>i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</p> <p>ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act,2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and</p> <p>vi) “Obstructive practice”: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;</p> <p>3.3 The bidders shall submit, as part of Bidding Document, a signed</p>
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	<p>declaration to the effect that they shall abide by the Code of Integrity for Public Procurement in Letter of Bid-Technical Part at Section IV (Bidding Forms).</p> <p>3.4 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder (including members of Joint Venture/ Sub-Contractor)/contractor/supplier/consultant/service-provider, directly or through an agent, has violated this Code of Integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:</p> <p>i) <u>If his bids are under consideration in any procurement,</u></p> <p>a) forfeiture or encashment of bid security;</p> <p>b) calling off of any pre-contract negotiations; and</p> <p>c) rejection and exclusion of the bidder from the procurement process.</p> <p>ii) <u>If a contract has already been awarded,</u></p> <p>a) cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;</p> <p>b) forfeiture or encashment of any other security or bond relating to the procurement;</p> <p>c) recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;</p> <p>iii) <u>Provisions in addition to above,</u></p> <p>a) removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;</p> <p>b) in case of anti-competitive practices, information for further processing may be filed by the Purchaser, with the Competition Commission of India;</p> <p>c) initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p> <p>3.5 Furthermore, Bidders shall be aware of the provision stated in Clause 3 of the General Conditions of Contract.</p>
<p>4. Eligible Bidders</p>	<p>4.1 All bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as</p>

	<p>Project Manager for the Contract. A firm that has been engaged by the Employer to provide Consultant Services for the preparation or supervision of the procurement, and any of its affiliates, shall not be eligible to bid.</p> <p>4.2 Bidders shall not be under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance by any Government/Semi-Government entity.</p> <p>4.3 Compliance of Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority, as specified in Rule 144 (xi) of GFR 2017.</p> <p>II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -</p> <p>a. An entity incorporated, established, or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established, or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p>
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	<p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land</p>
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	<p>border with India unless such contractor is registered with the Competent Authority.</p> <p>4.4 Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.</p>
5. One Bid Per Bidder	<p>5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture (If allowed in ITB 17). A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.</p>
	<p>B. Contents of Bidding Document</p>
6. Sections of Bidding Documents	<p>6.1 The Bidding 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.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Amendment to Instruction to Bidder(AITB) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms
	<p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Requirements <p>PART 3 Contract</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms

	<p>6.2 The NOTICE INVITING BIDS issued by the Purchaser is not part of the Bidding Document.</p> <p>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.</p>
<p>7. Clarification of Bidding Documents</p>	<p>7.1 The electronic bidding system specified in the AITB provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser through CPP portal. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond 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. Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. 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 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.</p>
<p>8. Amendment of Bidding Documents</p>	<p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in AITB.</p> <p>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders.</p> <p>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 22.2</p>

C. Preparation of Bids	
9. Cost of Bidding	<p>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.</p> <p>The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.</p>
10. Language of Bid	<p>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 Hindi or English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into Hindi or English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>11.2 The Technical Part shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid – Technical Part, in accordance with ITB Clause 12; (b) Bid Security, in accordance with ITB Clause 19.1, if required; (c) Alternative bids– Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid; (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2; (e) Documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; (f) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (g) Documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin; (h) Documentary evidence in accordance with ITB Clauses 16, that the Goods and Related Services conform to the Bidding

	<p>Documents;</p> <ul style="list-style-type: none"> (i) Manufacturer’s authorization form; and (j) Any other document required in the AITB. <p>11.3 The Financial Part shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14; (b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14; (c) Alternative Bid - Financial Part; if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and (d) Any other document required in the AITB. <p>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.</p> <p>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p>12. Process of Bid Submission</p>	<p>12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</p> <p>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.</p> <p>12.3 Submission of Original Documents: The bidders are required to separately submit (i) written confirmation authorizing the signatory of the Bid to commit the Bidder as per ITB Clause 11.2(d); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the AITB, before the opening of the technical</p>

	part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.
13. Alternative Bids	13.1 Unless otherwise specified in the AITB , alternative bids shall not be considered.
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below:</p> <p>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.</p> <p>14.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the AITB. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the AITB, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the AITB, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one lot (Contract) shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.</p> <p>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the AITB.</p> <p>14.8 Prices shall be quoted in excel sheet available with Bid</p>

	<p>document on CPP portal as specified in the Price Schedule included in Section IV, Bidding Forms. Prices shall be entered in the following manner:</p> <p>(a) For Goods:</p> <p>(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all duties, and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods</p> <p>(ii) any GST and other taxes/duties/cess which will be payable in India on the Goods, if the contract is awarded to the Bidder;</p> <p>(iii) price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the AITB;</p> <p>(iv) any GST and other taxes which will be payable inland transportation, insurance, and other local services required to convey the Goods to their final destination</p> <p>(b) and for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <p>(i) The price of each item comprising the Related Services;</p> <p>(ii) any GST and other taxes which will be payable in India on the services, if the contract is awarded to the Bidder</p> <p>14.9 Deemed Exemption Benefits</p> <p>Bidders may like to ascertain availability of tax/duty exemption benefits, if any. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as proforma stipulated in Section IV Bidding Forms.</p> <p>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits</p>
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	available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.
15. Currencies of Bid& Payment	15.1 The Bidder shall quote the Price in Indian Rupees only.
16. Documents Establishing the Eligibility and conformity of the Goods and Related Services	16.1 Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
	16.2 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 V, Schedule of Requirements.
	16.3 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 Section V Schedule of Requirements.
	16.4 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 specified in the AITB following commencement of the use of the goods by the Purchaser.
	16.5 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 Section V Schedule of Requirements.
17. Documents Establishing the	17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,

<p>Eligibility & Qualifications of the Bidder</p>	<p>17.2 included in Section IV, Bidding Forms. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> (b) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification; (c) (i) that, if required in the AITB, 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 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; (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive. (iii) that, if required in the AITB, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; (d) Bids from Joint Ventures are not acceptable.
<p>18 Period of Validity of Bids</p>	<p>18.1 Bids shall remain valid for the period specified in the AITB after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>18.2 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 19, 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, except as provided in ITB Sub-Clause</p> <p>18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in

	<p>the AITB for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.</p> <p>(b) In the case of adjustable price contracts, no adjustment shall be made.</p> <p>(c) In any case, bid evaluation shall be based on the bid Price without taking in to consideration the applicable correction from those indicated above.</p>
<p>19 Bid Security</p>	<p>19.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the AITB.</p> <p>19.2 Not used.</p> <p>19.3 The Bid Security shall be in the amount specified in the AITB and denominated in Indian Rupees or a freely convertible currency, and shall:</p> <p>(a) at the bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the AITB;</p> <p>(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;</p> <p>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;</p> <p>(d) be submitted in its original form; copies will not be accepted;</p> <p>(e) Remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.</p> <p>19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.</p> <p>19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.</p> <p>19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.</p> <p>19.7 The Bid Security may be forfeited:</p> <p>(a) if a Bidder</p>

	<p>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2; OR</p> <p>(ii) does not accept the correction of errors in pursuant to ITB 35, OR</p> <p>(b) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB Clause 43; or</p> <p>(ii) Furnish a Performance Security in accordance with ITB Clause 44.</p> <p>19.8 The start-ups and MSEs are exempted from payment of Earnest Money Deposit (EMD) & tender fees. However, start-ups and MSEs participating in the tender must submit valid & authorized copy of certificate of registration with relevant authorities and nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.</p> <p>19.9 If a bid security is not required in the AITB, and</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or</p> <p>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;</p> <p>(c) if the Purchaser comes to a conclusion that a (prospective) bidder (including members of Joint Venture/ Sub-Contractor)/contractor/supplier/consultant/service-provider, directly or through an agent, has violated this Code of Integrity in competing for the contract.</p> <p>the purchaser may, if provided for in the AITB, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the AITB and suspend bidder for the period of time as stated in the AITB in from being eligible to submit Bids/Proposals for contracts with the Procuring Entity.</p>
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<p>20 Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare the Bid as per details given in ITB</p> <p>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the AITB and shall be uploaded along with the bid.</p> <p>20.3 Not used.</p> <p>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.</p>
<p>D. Online Submission of Bids</p>	
<p>21 Preparation of Bids</p>	<p>21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in AITB 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The NOTICE INVITING BIDS under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the NOTICE INVITING BIDS and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) obtained from any authorised certifying agency of Government of India (for class of DSC specified in AITB). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid; otherwise the bid will be rejected.</p> <p>21.2 The completed bid comprising of documents indicated in ITB 11, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.</p> <p>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.</p> <p>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.</p>

<p>22 Deadline for Submission of Bids</p>	<p>22.1 Bids must be uploaded online no later than the date and time specified in the AITB.</p> <p>22.2 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.</p>
<p>23 Late Bids</p>	<p>23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.</p>
<p>24 Withdrawal, Substitution, and Modification of Bids</p>	<p>24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in AITB).</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.</p> <p>24.3 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 Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.</p>
<p>25 Public Opening of Technical Parts of Bids</p>	<p>25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the AITB, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in</p>

	<p>ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.</p> <p>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.</p> <p>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.</p>
	<p>E. Evaluation of Bids – General Provisions</p>
<p>26 Confidentiality</p>	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
<p>27 Clarification of Bids</p>	<p>27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.</p>

	27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser’s request for clarification, its bid may be rejected.
28 Deviations, Reservations, Omissions	28.1 During the evaluation of bids, the following definitions apply: (a) “Deviation” is a departure from the requirements specified in the Bidding Documents; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
29 Nonconformities, Errors and Omissions	29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid which do not constitute a material deviation, reservation or omission. 29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the AITB .
30 Evaluation of Technical Parts	30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
31 Determination of Responsiveness	31.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself as defined in ITB 11 31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation,

	<p>reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or (b) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.</p> <p>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.</p> <p>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p>32 Qualification of the Bidders</p>	<p>32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, who’s Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the</p>

	<p>qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder unless otherwise specified in AITB.</p> <p>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening</p>
<p>33 Public Opening of Financial Parts</p>	<p>33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and approval of Competent authority, the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:</p> <ul style="list-style-type: none"> (a) their Technical Part of Bid failed to meet the requirements of the bidding document; (b) their Financial Part of the Bid shall not be opened; and (c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than Three (3) days from the communication of technical evaluation results to the bidders. <p>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) their Financial Part of Bid will be opened at the public opening of Financial Parts;

	<p>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the AITB.</p> <p>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder’s names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.</p> <p>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.</p> <p>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.</p>
<p>34 Evaluation of Financial Parts</p>	<p>34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> (a) evaluation will be done for Lots (contracts), as specified in the AITB; and the Bid Price as quoted in accordance with ITB 14; (b) Not used; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) Not used; (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and (f) the additional evaluation factors specified in the AITB as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria. <p>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of</p>

	<p>the Contract, shall not be taken into account in Bid evaluation.</p> <p>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.</p> <p>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW; (ii) GST as applicable on the finished goods and other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination including applicable tax; and (iv) price for Related Services, if any including applicable tax.</p> <p>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the AITB from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).</p>
35 Correction of Arithmetical Errors	35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
36 Conversion to Single Currency	36.1 Not applicable.
37 Preference	37.1. From time to time, the Government of India lays down procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of society and to address environmental concerns. The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. The Purchaser reserves the right to give the price preference or purchase preference to small-scale sector, start-ups or central public sector undertakings, as per the

	<p>instruction of Govt. of India in vogue while evaluating, comparing and ranking the responsive Bids.</p> <p>37.2. Ministry of Electronics and Information Technology (MeitY) had notified a policy (subsequently revised) for Preferential Market Access (PMA) in Government procurement for Domestically Manufactured Electronic Products (DMEP), having a specified minimum domestic Value Addition (VA) for notified items of Electronics and Networking. To avail benefits of the domestic preference under ‘DMEP’ policy under notification no. F.No. 33(3)/2013-IPHW Dated 22nd may.2014, bidder may refer details in as specified in the AITB.</p>
38 Comparison of Financial Parts	38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.
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. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.
	F. Award of Contract
40 Award Criteria	40.1 Subject to ITB 39.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41 Purchaser’s Right to Vary Quantities at Time of Award	<p>41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the AITB, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p> <p>41.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase, the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the AITB, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents, during the currency of the contract.</p>
42 Notification of Award	42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter

<p>Publication of Award</p> <p>Recourse to Unsuccessful Bidders</p>	<p>called “Letter of Acceptance”) shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called “the Contract Price”).</p> <p>42.2 At the same time the Purchaser shall publish in Central Public Procurement Portal (https://eprocure.gov.in/cppp/) or on the Purchaser’s website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</p> <p>42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.</p> <p>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>42.5 Upon the successful Bidder’s furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5</p>
<p>43 Signing of Contract</p>	<p>43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.</p> <p>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p>
<p>44 Performance Security</p>	<p>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 VIII Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>

SECTION II - AMENDMENT TO INSTRUCTION TO BIDDER (AITB)

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 Hathibarkala Estate, Dehra Dun Uttarakhand, PIN-248001 Tele./Office:0135-2744268 Facsimile number: +91-135-2743331 Email: sgo.technical.soi@gov.in		
ITB 1.1	The name and identification number of the OTE is: SOI/CZO/CORS/NEW The number, identification and names of the contract comprising this OTE is: Supply, installation, commissioning and maintenance of CORS Network in Parts of North Eastern India and The State of West Bengal in following lots.		
	Lot No.	Description	Quantity
	1.	Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern	121
	2.	Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim	42
	Activities envisaged under the scope are as follows: - <ol style="list-style-type: none"> a) CORS Reference Stations shall be installed (as specified /marked in Sub-section 7 of Section V Schedule of Requirement and as per Sub-section 3 Technical Specification). Installation of said Reference stations will include erection of pillars, supply and installation of hardware, software, networking instruments, peripherals and accessories as per Technical Detail Forms at 1 and 3 of Sub-section 3 Technical Specification of Section V Schedule of Requirement. b) Supply, installation and Commissioning of software for Control Center as per Technical Detail Forms at Sl. No. 4 of Sub-section 3 Technical Specification of Section V Schedule of Requirement 		

ITB 1.2(a)	The Purchaser shall use the electronic-procurement system specified in AITB 7.1 to manage this Bidding process.
ITB 2.1	The name of the Project is: SVAMITVA Project of Ministry of Panchayati Raj, Govt of India/ Departmental Work
B. Contents of Bidding Documents	
ITB 7.1	<p>Electronic –Procurement System</p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: CPP Portal https://eprocure.gov.in/eprocure/app</p>
ITB 7.1 (a) Additional clause.	<p>A pre-bid meeting will be held: yes</p> <ul style="list-style-type: none"> • A pre-bid meeting will be held on 30/07/2021 at 11:00 hours at conference room of G&RB, 17 EC Road, Survey of India, Dehradun to clarify the issues and to answer queries on any matter that may be raised at that stage. Bidders unable to attend pre-bid can also join meetings online. Link will be shared through CPP Portal on a later date. Prospective Bidders, if cannot attend pre-bid meeting, may ask clarification on the Bidding Documents through CPP portal on or before 30/07/2021 17.00 hrs. • Clarifications requested through any other mode or after said due date shall not be considered by the Purchaser. • Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Bidders are also advised to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
ITB 8.1	The addendum will appear on the e-procurement system under CPP Portal and email notification is also automatically sent to those bidders who have started working on this tender.
C. Preparation of Bids	
ITB 11.2(j)	<p>The Bidder shall submit the following additional documents in its bid – technical part:</p> <ol style="list-style-type: none"> 1. Certification of incorporation of the bidder and manufacturer 2. As e-procurement system is being used, there is no hard copy submission of bid. Only the hard copy of written confirmation authorizing the signatory of the Bid to commit the Bidder as per ITB Clause 11.2(d) i.e. the power of attorney, EMD, original affidavit regarding correctness of information furnished with bid document, Agreement between OEM and Bidder and OEM Guarantee (if applicable), should be submitted. 3. The bidder shall clearly confirm that all facilities exist with him (or manufacturer, as applicable) in his factory for inspection and testing and

	<p>these can be accessed by the Purchaser or his representative for inspection.</p> <ol style="list-style-type: none"> 4. Technical schedules of goods as required by technical specifications. 5. Descriptive Documents, drawings, notes and references of operating and assembly of mechanical parts if applicable. 6. A detailed description of the Goods essential technical and performance characteristics: 7. A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. 8. For purposes of the commentary to be furnished pursuant to Paragraph 6 above, the Bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications 9. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment 10. Non-manufacturer bidders will submit the manufacturer's authorization Form as per Performa in Section IV. 11. The following details shall also be provided by Indian Bidders: <ol style="list-style-type: none"> a. Name, address, PAN and ward/circle where they are being assessed of the Directors of the Bidding Company. b. Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed, c. Registration details of the company under GST, local and Central Sales Tax, and other laws as may be applicable. 12. The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under goods & services tax (as may be applicable) etc. 13. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years. 14. All documents required in section 3: Evaluation & Qualification Criteria
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	<p>15. Detailed power calculation sheet for reference Station including power backup plan is to be submitted with the Technical bid</p> <p>16. Declaration of Country of Bidder and its subcontractors and evidence of valid registration with Competent Authority (if any), in accordance with ITB clause 4.3</p> <p>17. Bidder has to submit Control Center requirements (in terms of computing power, Memory and storage etc) for each lot individually, as well as combined requirement for package of lots he applied for, with impact analysis of Control Center requirements (in terms of computing power, Memory and storage etc) on performance of solution in terms of speed and accuracy of solution at user end.</p>
ITB 11.3(d)	<p>The Bidder shall submit the following additional documents in its bid – financial part:</p> <p><i>No additional document required.</i></p>
ITB 12.1 and 12.2	<p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. Price schedule is available in xls file along with bid document. Bidder need to download it, fill up necessary cells and after validation upload filled xls file in BOQ folder of financial bid after signing it digitally. Please note that no documents related to price should be uploaded in Technical Bid. The rest of the forms shall be downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
ITB 12.3	<p>For submission of original documents, the Purchaser’s address is:</p> <p>Attention: Deputy Surveyor General and Chairman Procurement Board Street Address: Office of Additional Surveyor General, Central Zone, Survey of India, Survey Colony, Vijay Nagar City: JABALPUR PIN/Postal Code: 482 002 Country: INDIA</p>
ITB 13.1	<p>Alternative Bids <i>shall not be</i> considered.</p>
ITB 14.5	<p>The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.</p>
ITB 14.7	<p>The Incoterms edition is Incoterms 2010.</p>
ITB 14.8 (a) (iii)	<p>“Final destination (Project Site)”: For: (a) Software pertaining to Control Center of Lot 1 and 2</p>

	<p>The Director, G&RB, Survey of India, 17 E.C. Road DEHRA DUN (Uttarakhand) PIN – 248 001 INDIA</p> <p>(b) For equipments pertaining to Reference Stations: As per list attached in Sub-Section 7 of Section V SCHEDULE OF REQUIREMENTS</p>
ITB 14.9	As per latest instructions of Government of India.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 7 Years
ITB 17.2 (b) (i)	Manufacturer’s authorization is: <i>required as per proforma in Section IV.</i>
ITB 17.2 (b)iii	After Sales service is <i>required</i> which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.
ITB 18.1	The bid validity period shall be 120days.
ITB 18.3(a)	No price adjustment. The factor will be 0.0 per week
ITB 19.1	Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms.
ITB 19.3	<p>The amount of Bid Security shall be : Nil/-,</p> <p>In pursuant of D/o Expenditure OMs No.9/4/2020-PPD dated 12.11.2020 on Bid Security /Earnest Money Deposit, bidders are exempted from any type of submission of Earnest Money Deposit as bid security. Instead, bidders are required to mandatorily submit BID SECURING DECLARATION FORM (attached as “Form 15” in Section IV Bidding Forms). Non submission of BID SECURING DECLARATION FORM along with the bid will result in rejection of their bid.</p> <p>BID SECURING DECLARATION in original along with Agreement between OEM and Bidder and OEM Guarantee (if applicable) and other document as per ITB 12.3, must be submitted to following address: Street Address: Office of Additional Surveyor General, Central Zone, Survey of India, Vijay Colony, Jabalpur, PIN - 482 002 (Bidders are instructed to mark Attention to “Deputy Surveyor General and Chairman Procurement Board” over bid enclosure/envelope submitted/sent to above address.)</p>
ITB 19.3 (a)	Other type of acceptable securities are: Bank Guarantee in required as per proforma in Section IV. from a Nationalized /Scheduled Bank in India
ITB 19.9	In pursuant of D/o Expenditure OMs No.9/4/2020-PPD dated 12.11.2020 on Bid Security /Earnest Money Deposit, Bid security is not required to be submitted by any bidder. However if bidder performs any of the actions prescribed in ITB 19.9 (a), (b) or (c), they will be suspended for the period of minimum 2 years

	from the date of debarment from being eligible to submit Bids/Proposals for contracts with the Procuring Entity..
ITB 20.1	Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in AITB 7.1
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney.
	D. Online Submission and Opening of Bids
ITB 21.1	Class of DSC required is: Class III
ITB 21.2 (c)	<p><i>(a)</i> The inner and outer envelopes shall bear the following additional identification marks: <i>Not applicable because e-tendering system will take place</i></p> <p>However, the Envelope for submitting Document as per ITB 12.3 shall bear the following:</p> <p><i>Kind Attention: Deputy Surveyor General and Chairman Procurement Board</i> ORIGINAL DOCUMENTS AS PER CLAUSE 12.3 for Supply, installation, commissioning and maintenance of CORS Network in Parts of North Eastern India and The State of West Bengal.</p> <p>OTE No. is SOI/CZO/CORS/NEW</p> <p>And will be submitted to following Address</p> <p>Street Address: Office of Additional Surveyor General, Central Zone, Survey of India, Vijay Colony, Jabalpur, PIN - 482 002</p>
ITB 22.1	The deadline for uploading of bids is: Date: <i>17 August 2021</i> Time: <i>11:00 hrs</i>
ITB 24.1	Re-submission of the bid is not allowed, if withdrawn.
	E. Public Opening of Technical Parts of Bids
ITB 25.1	The online opening of the Technical Parts of Bids shall take place at: Street Address: Office of Additional Surveyor General, Central Zone, Survey of India, Survey of India, Survey Colony, Vijay Nagar. City: JABALPUR 482 002 Country: INDIA Date: <i>18 August 2021</i> Time: <i>11:00 hrs</i>

	F. Evaluation of Bids – General Provisions									
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.									
ITB 32.2	Evaluation shall be carried out as per SECTION III. EVALUATION AND QUALIFICATION CRITERIA.									
	H. Public Opening of Financial Parts of Bids									
ITB 33.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts. Time and Location of online opening of the Financial Parts of bids (for technically qualified bidders) shall be notified after completion of the evaluation of the Technical Parts of the Bids, and approval of competent authority.									
	I. Evaluation and Comparison of Bids									
ITB 34.1(a)	<i>Bids will be evaluated for each lot (contract) separately and multiple Contracts will be concluded with the respective successful bidder.</i> <table border="1" data-bbox="415 1045 1421 1312"> <thead> <tr> <th>Lot No.</th> <th>Description</th> <th>No of Reference Stations</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern parts of India</td> <td>121</td> </tr> <tr> <td>2.</td> <td>Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim</td> <td>42</td> </tr> </tbody> </table> <i>Bids will be evaluated lot by lot. Bidder can submit bid for one or more lots however price should be quoted for the complete requirement for goods and services specified for each lot, for which he is submitting bid, as stated in ITB clause 14.6 failing which such bids will be treated as non-responsive.</i>	Lot No.	Description	No of Reference Stations	1.	Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern parts of India	121	2.	Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim	42
Lot No.	Description	No of Reference Stations								
1.	Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern parts of India	121								
2.	Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim	42								
ITB 34.3	Bidders <i>shall</i> be allowed to quote separate prices for one or more lots. refer to Clause 2 of Section III Evaluation and Qualification Criteria, for the evaluation methodology for Multiple Contracts.									
ITB 37.2	If the tendered item/s fall/s under the category of “Preferred products” for providing preference to domestically manufactured electronic goods in Government procurement for its own use, Eligibility for OEM-Domestic Manufacturer: The procurement preference for Domestically Manufactured Electronics Products (DMEP) will be given to all notified electronic products manufactured by entities registered in India, including in Special Economic Zones (SEZs), and engaged in manufacture of such electronic products which would include Original Equipment Manufacturers (OEMs) and their contract									

manufacturers but not traders. Sole selling agents/authorised distributors/authorised dealers/authorised supply houses of domestic manufacturers are eligible to bid on behalf of domestic manufacturers provided they submit requisite authorization and Self-certification from the OEM. Additionally, such products shall meet the criterion of specified domestic value addition (on a self-certification basis) as laid down in the policies, issued vide various notifications, for being classified as DMEP.

1. The purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) notification no. 33(3)/2013—IPHW, dated 23-12- 2013 read with following notifications no. 33(3)/2013—IPHW, 22-05-2014 with guidelines issued there under through notification no. 33(7)/2015—IPHW, dated 16-11-2015 and any amendment thereto, Ministry of Electronics and Information Technology (Meity) Notification no. 33(1)/2017-IPHW, dated 14-9-2017. A copy of the aforesaid Notifications / Guidelines can be downloaded from MeitY website i.e. URL <http://meity.gov.in/esdm/pma>. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self – certification and compliance and monitoring shall be as per the aforesaid guidelines / notifications. The guidelines may be treated as an integral part of the tender document.
2. The modalities through which the preference for domestically manufactured electronic products (DMEPs) shall be operated are, as per the instruction of Govt of India in vogue.
3. Domestic manufacturer/s is/are required to indicate the domestic value addition in terms of BoM for the quoted product, in terms of aforesaid guidelines, in their bid in the following format.
Format for domestic value addition in terms of Guidelines issued for procurement of notified electronic products by Government.

Item no	Item Description	Manufacturer / Supplier	Country of Origin	Value	Domestic value addition percentage

4. Bidders either OEM-DM or authorized dealer / distributor / agent of OEM-DM, claiming to bid in the status of either “domestic

manufacturer” directly or product being offered under the tender is DMEPs, are required to give / submit

- a. an undertaking / affidavit of self – declaration from OEM-DM of offered product regarding Domestic Value Addition in an Electronic Product in the format enclosed herewith – DMEP Form at Section IV Bidding Forms. Same is to be provided on ` 100/- stamp paper. Furnishing of false information on this account shall attract penal provisions as per Guidelines/Notification.
- b. a valid authorized dealership certificate issued by OEM-DM whose product is being offered in the bid.
- c. The self-declaration of OEM-DM as above shall be submit envelope along with EMD in original to the office of **Additional Surveyor General, Central Zone Survey of India, Vijay Nagar, Jabalpur** in a sealed super scribed with tender number, due date and Kind Attention to “Deputy Surveyor General and Chairman Procurement Board”. Bidder should ensure that the same shall reach to this office on or before due date and time for opening of technical part of Bid. The scanned copy of the same shall be uploaded with the bid on the e-procurement portal.

5. Procedure for award of contacts involving procurement from domestic manufacturers:

*“For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible bidder (i.e. domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value”. **Only those domestic manufacturers whose bids are within prescribed limit in vogue, of the L1-bid would be allowed an opportunity to match L1 bid.***

	J. Award of Contract
ITB 40.1	<p>Buyer reserve the right to split the quantity and award on two or more bidders as per the project requirement. The following norms would be adopted in case of spilt of quantity:</p> <ol style="list-style-type: none"> a. If the lowest quoting vendor is not in position to supply tendered quantity in time period as stipulated in LIST OF GOODS AND DELIVERY SCHEDULE under Section III Schedule of Requirement, tendered quantity would be split between the lowest (L1) and second lowest (L2) in Ratio of 70:30, at the rate & terms applicable to L1 approved vendor, in following manner <ol style="list-style-type: none"> i. L1 may be awarded at least the percentage mentioned above or his spare supply capacity, whichever is lower ii. For the rest of the contract quantity, the lowest rate accepted will be counter offered to the L2 party to supply rest quantity at the rate & terms applicable to L1 approved vendor. On acceptance of the counter offer, the order will be placed to L2 for the remaining percentage. In case of non-acceptance of the counter offer by the L2 party, a similar offer shall be made to L3 and L4, and so on. b. If combined capacity of L1 and L2 are not sufficient to supply tendered quantity in time period as stipulated tender document, order shall be splitted amongst the lowest (L1), second lowest (L2) and third lowest (L3) in the ratio of 50:30:20 at the rate & terms applicable to L1 approved vendor, in following member <ol style="list-style-type: none"> i. L1 may be awarded at least the percentage mentioned above or his spare supply capacity, whichever is lower ii. For the rest of the contract quantity, the lowest rate accepted will be counter offered to the L2 and L3 to supply rest quantity at the rate & terms applicable to L1 approved vendor. On acceptance of the counter offer, the order will be placed to L2 and L3 for the remaining percentage in ratio of "60:40" or to the spare supply capacity of L2 and rest, whichever is lower for L2. In case of non-acceptance of the counter offer by the L2 party, a similar offer shall be made to L3 and L4, and so on. <p>Micro & Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion upto 20% of requirement by bringing down their price to L1 price where L1 is non MSEs (as per “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012”). If price quoted by a MSE is within L1+15% and such MSE is L4 or higher (provided L1, L2 and L3 are not the MSEs) and agrees to the rates & terms quoted/agreed by L1 bidder, then the splitting of quantities may be done as: MSE bidder: 20%, other bidders: 80% of tender/ enquiry quantity as given in above paragraph.</p>
ITB 41.1	The maximum percentage by which quantities may be increased is: 25%

	The maximum percentage by which quantities may be decreased is: 25%
ITB 41.2	The maximum percentage by which quantities may be increased is: 25%

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with ITB 34 & 36. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 34)
2. Multiple Contracts (ITB 34.3)
3. Qualification Criteria(ITB 32)

1. Evaluation Criteria (ITB 34)

The evaluation will take into account cost of equipment (EXW) including Taxes etc, cost towards inland transportation of goods to final destination {as indicated in **ITB 14.8 (a) (iii)**} and cost of related services including site preparation, installation, commissioning, comprehensive warranty five years and onsite comprehensive operational & maintenance support for 5 years of Reference station, control center(Software). Cost of comprehensive insurance of equipments of Reference station shall also be taken into account while evaluation of bid.

2. Multiple Contracts (ITB 34.3)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the qualification criteria (this Section III, Sub-Section 3 Qualification Criteria (ITB 32.1)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”
 - (iii) Pursuant to ITB Sub-Clause 1.1 & 14.5, if this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when

evaluating this contract in conjunction with other contracts to be awarded concurrently, taking into account Price of Control Center Software Solution Basic License as well as any discounts offered by the bidders, for the award of more than one contract. It may be noted that bidders are required to quote price for Software Solution Basic License for all lots, however if bidder is considered to be awarded a package of more than one lot, Price for Software Solution Basic License of only one lot i.e. lowest Software Solution Basic License price amongst price quoted in package will be considered during determination of lowest evaluated bid price. For remaining lots in package, only Site Licenses and concurrent users license under Supply of Equipments pertaining to Control Centre including 5 years comprehensive warranty, along with remaining goods and services will be considered during determination of lowest evaluated bid price. Accordingly, in event of bidder is awarded a package of more than one lot, Price for Software Solution Basic License will be paid only for one lot i.e. lowest Software Solution Basic License price amongst price quoted in package.

3. Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

(i) If the bidder is a Manufacturer ,

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- a. The Minimum required annual turnover in any one of the last three (3) Financial Years i.e.2017-18 to 2019-20 shall be

Lot no	1	2
Turnover in INR Crore or an equivalent amount in other currency	20	8

The bidder should also submit the concerned documents in support of the above to the satisfaction of the purchaser.

- b. Should possess GST Registration. Foreign OEMs who are directly participating in bidding process are not required to have GST registration.
- c. Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less

Lot no	1	2
Capacity to have a cash flow INR Crore or an equivalent amount in other currency	10	5

In case of Foreign Manufactures, Undertaking from OEM regarding “availability of sufficient cash flow to meet expenditure necessary to execute this work” will be acceptable, however it should be substantially supported by financial assets and turnover shown in annual statement/report or audit report.

(ii) If the bidder is not a Manufacturer,

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (a), (b), (c) of para (i) and the Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

a. The Minimum required annual turnover in any of the last three(3) Financial Years i.e.2017-18 to 2019-20 be

Lot no	1	2
Turnover in INR Crore or an equivalent amount in other currency	10	5

The bidder should also submit the concerned documents in support of the above to the satisfaction of the purchaser.

b. Should possess GST Registration.

c. Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less than

Lot no	1	2
Capacity to have a cash flow INR Crore or an equivalent amount in other currency	5	2.5

(iii) If the bidder is registered as Startup/MSME,

a. The Minimum required annual turnover in any of the last three (3) Financial Years i.e.2017-18 to 2019-20 be

Lot no	1	2
Turnover in INR Crore or an equivalent amount in other currency	5	2.5

The bidder should also submit the concerned documents in support of the above to the satisfaction of the purchaser.

- b. Should possess GST Registration and valid Startup/MSME certificate with relevant authorities. Nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
- c. Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less than

Lot no	1	2
Capacity to have a cash flow INR Crore or an equivalent amount in other currency	2.5	1.5

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) If the bidder is a Manufacturer, he must have manufactured, tested and supplied at least **X** Reference receivers (GNSS receivers with features as detailed in Technical Specifications for GNSS-Multi Frequency receivers in 'Schedule of Requirements' or similar equipments) in last five (5) years prior to bid opening and supplied, installed & commissioned CORS network similar to the type specified in the 'Schedule of Requirements' consisting of at least at least **Y** Reference stations, by himself or his authorized distributor / reseller, with all subcomponents (i.e. control center, Reference station, communication network and necessary hardwares and softwares) in the last 5 Years prior to bid opening. CORS Network installed should be in satisfactory operation for 60 days as on date of bid opening. Further, bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last five years prior to bid opening. Offered GNSS Reference Receiver, its antenna and Control center Software solution must be of same OEM.

In case Bidder is registered as MSME/Start-up, requirement of supply of **X** Reference receivers is relaxed to **Z** Reference receivers in the last 5 Years prior to bid opening. Rest of requirement will be same.

Where

Lot	1	2
X	50	15
Y	40	12
Z	30	10

(ii) If the bidder is not a Manufacturer, he must have successfully supplied, at least **X** Geodetic Grade Dual/Multi Frequency GNSS receivers in last five years prior to bid opening. In addition to this bidder should also have supplied, installed and commissioned CORS network similar to the type specified in the ‘Schedule of Requirements’ consisting of at least **Y** Reference station, with all subcomponents (i.e. control center, Reference station, communication network and necessary hardwares and softwares) in the last 5 Years prior to bid opening, which must be in satisfactory operation for atleast 60 days on the date of bid opening. Offered GNSS Reference Receiver, its antenna and Control center Software solution must be of same OEM. In case bidder himself does not have experience in installation and commissioning of CORS network, he can utilize experience of OEM provided commitment and involvement of the OEM for successful execution of the contract, is ensured by the participating bidder. An Agreement (as per format prescribed as Form 12 of Section IV Bidding Forms of the bid document) between the OEM and the Bidder and Guarantee (as per format prescribed as Form 13 of Section IV Bidding Forms of the bid document) from the OEM to Purchaser for fulfilling the obligation under the Agreement, should be submitted along with the technical bid. Agreement between OEM and Bidder and OEM Guarantee are required to be submitted in hard copy along with EMD, before last date of bid submission.

However, the bid shall include the information about the Manufacturer, as mentioned above at (i), whose goods have been offered.

Where

Lot	1	2
X	30	10
Y	5	6

Experience as part of JV/Consortium will be considered. However bidder is required to submit copy of JV/Consortium agreement (clearly mentioning individual duties and roles of JV members) along with other documents required as proof delivery. Portion of work carried out by bidder as JV partner will only be counted as his experience.

(iii) The list of supplied & installed equipment shall include:

- Name and address of Purchaser with contact details as email address/ Phone No.
- Contract No. and Date.
- Equipment/items ordered/supplied & installed with their respective quantities.
- Scheduled completion date and actual completion date.
- Details of Complaint, if any, received from the purchaser about the performance of the Equipment/items.

(iii) The bidder should provide profile of their company including its infrastructure, technical manpower and their expertise.

(iv) The bidder may be an Indian or Foreign company but must have office and firm arrangement in India to supply, install, and commission and

- provide support as well as comprehensive on-site maintenance of the network.
- (v) The bidder should submit the details of agreements entered into with various manufacturers/partners for supplying the equipment and providing services and their experience to meet the qualification & experience criterion for the turn-key solution.
 - (vi) In case of subcontracting work, the bidder shall be solely responsible for the deliverables from these subcontractors and under no circumstances shall transfer the sub contractor's liabilities to the Purchaser. The subcontractor should have requisite qualification and experience to execute the job to the satisfaction of the Purchaser. The bidder is to give the name of the subcontractor / arrangement for the job in the bid in such cases.
 - (vii) The equipment and software supplied should be from same well-known manufacturer & of latest model/version with proven reliability in the field for at least one-year of operation. The equipment/software supplied must have minimum life period of 7 years. The Manufacturer is to give undertaking that availability of spares & services will be ensured in case the equipment is obsolete in between the period.

SECTION IV. BIDDING FORMS

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1A. LETTER OF BID– TECHNICAL PART

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

OTE 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]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser/any Government/Semi-Government entity in the Purchaser's country in accordance with ITB 4.2;
- (d) We have read ITB Clause 4.3 regarding Restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that this bidder is not from such a country or, if from such a country, has been registered with competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. *[Wherever applicable, evidence of valid registration with Competent Authority shall be attached.]*.
- (e) 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]***;
- (f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted in accordance with ITB 13;
- (i) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Survey of India or Govt of India. Further, we are not ineligible under the Purchaser's Country laws or official regulations.
- (j) Agreement between the OEM& the Bidder, and Guarantee from the OEM in prescribed format has been enclosed with bid.*[Only for Non Manufacturer Bidders using OEM's experience]*
- (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) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder ***[insert complete name of person signing the Bid]***

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ ***[insert date of signing]*** day of ***[insert month]***, ***[insert year]***

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

1B. LETTER OF BID- FINANCIAL PART

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

OTE 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]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part, we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures];***

In case of multiple lots, total price of each lot ***[insert the total price of each lot in words and figures];***

In case of multiple lots, total price of all lots (sum of all lots) ***[insert the total price of all lots in words and figures];***

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: ***[Specify in detail each discount offered.]***

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: ***[Specify in detail the method that shall be used to apply the discounts]; Discounts.***

(d) 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.”)

- (e) 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.

Name of the Bidder **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed _ **[insert date of signing]** day of **[insert month]**, **[insert year]**

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

2. 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]*
OTE No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. 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>
6. 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. <input type="checkbox"/> GST Registration. <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership

3. Qualification Information

1. Individual Bidders

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the AITB: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of GNSS, Receiver, Antenna & software supplied and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Additional Requirements

2.1 Bidders should provide any additional information required in the AITB.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Supply, installation, commissioning and maintenance of CORS network in the STATE OF IN PARTS OF NORTH EASTERN INDIA AND THE STATE OF WEST BENGAL

4A. PRICE Schedule For Supply as per Schedule of Requirements (For Lot 1)

Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern India

Date: _____

OTE No: _____

Alternative No: _____

Page No _____ of _____

1	2	3	4	5	6	7	8	9	10	11
Line Item No	Description of Goods	Country of Origin	Delivery Date	Quantity and physical unit	Unit price EXW including all duties, and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods awarded {in accordance with ITB 14.8(a)(i)}	Total EXW price per line item (Col. 5×6)	GST and other taxes/duties/cess payable per item if Contract is awarded {in accordance with ITB 14.8(a)(ii)}	Total price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination if any] {in accordance with ITB 14.8(a)(iii)}	GST and other taxes payable per item on inland transportation, insurance and other services required to convey the Goods to their final destination if any] {in accordance with ITB 14.8(a)(iv)}	Total Price per line item (Col. 7+8+9+10)
1	Equipments pertaining to Control Centre including 5 years comprehensive warranty									
1.a.	Software Solution Basic License, With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 30 days from date of signing contract	1 Nos						
1.b.	Software Solution Site Licenses for Reference Station nodes With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 30 days from date of date of supply order	121 Nos						
1.c.	Software Solution concurrent users licence With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 30 days from date of date of supply order	500 Nos						
2	Equipments pertaining to Reference Station including 5 years comprehensive warranty									
2.a.	GNSS Set as detailed in Sl. 1 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 210 days from date of signing contract	121 Set						

	2.b.	All other sub-component as detailed in Sl. 3 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 210 days from date of signing contract	121 Set						
									Total Price		Total Price

Note for Bidders:

- i. Software Solution base license price, should include price for all modules, functionalities as desired in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements. However price for modules, functionalities which depends upon no of stations or no of concurrent users are to be quoted under sl 1(b) or 1(c) respectively.
- ii. Software Solution base license price should be capable to scale up number of reference stations or concurrent users as case may be, without any additional price for such up gradation except price at unit rate quoted for Software Solution Site Licenses for Reference Station nodes & concurrent users license under sl 1(b) or 1(c).

4B. PRICE Schedule For Supply as per Schedule of Requirements (For Lot 2)

Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim

Date: _____
OTE No: _____
Alternative No: _____
Page No _____ of _____

1	2	3	4	5	6	7	8	9	10	11
Line Item No	Description of Goods	Country of Origin	Delivery Date	Quantity and physical unit	Unit price EXW including all duties, and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods awarded {in accordance with ITB 14.8(a)(i)}	Total EXW price per line item (Col. 5×6)	GST and other taxes/duties/cess payable per item if Contract is awarded {in accordance with ITB 14.8(a)(ii)}	Total price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination if any] {in accordance with ITB 14.8(a)(iii)}	GST and other taxes payable per item on inland transportation, insurance and other services required to convey the Goods to their final destination if any] {in accordance with ITB 14.8(a)(iv)}	Total Price per line item (Col. 7+8+9+10)
1	Equipments pertaining to Control Centre including 5 years comprehensive warranty									
1.a.	Software Solution Basic License, With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 30 days from date of signing contract	1 Nos						
1.b.	Software Solution Site Licenses for Reference Station nodes With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 30 days from date of supply order	42 Nos						

	1.c.	Software Solution concurrent users licence With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 30 days from date of date of supply order	500 Nos						
2	Equipments pertaining to Reference Station including 5 years comprehensive warranty										
	2.a.	GNSS Set as detailed in Sl. 1 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 180 days from date of signing contract	42 Set						
	2.b.	All other sub-component as detailed in Sl. 3 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty		Within 180 days from date of signing contract	42 Set						
								Total Price		Total Price	

Note for Bidders:

- i. Software Solution base license price, should include price for all modules, functionalities as desired in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements. However price for modules, functionalities which depends upon no of stations or no of concurrent users are to be quoted under sl 1(b) or 1(c) respectively.
- ii. Software Solution base license price should be capable to scale up number of reference stations or concurrent users as case may be, without any additional price for such up gradation except price at unit rate quoted for Software Solution Site Licenses for Reference Station nodes & concurrent users license under sl 1(b) or 1(c).

5A. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES(FOR LOT 1)

Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern India

Date: _____
OTE No: _____
Alternative No: _____
Page No: _____ of _____

1	2	3	4	5	6	7	8	9
Service No.	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price (col 5*6)	GST and other taxes/duties/cess payable per item if Contract is awarded	Total Price per Service (Col. 7+8)
1	At Control Centre, Site preparation, installation and commissioning of All peripheral equipments pertaining to Control Centre, and installation of software solution and testing of whole system		At Hyderabad 60 days from date of signing contract	1 control station				

2	At each Reference station, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of All other equipments pertaining to Reference station and necessary electricity and communication line (ADSL/Broadband as well as GSM/CDMA) connection, as detailed in in Sl. 1 and 3 of Sub-Section 3 Technical Specification of Section V “Schedule of Requirements”, and testing		As per list attached in Sub-section 7A of Section V “Schedule of Requirements” 210 days from date of signing contract	121 Reference station				
3	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		At Hyderabad For component of Reference station at Hyderabad Within 30 Days from date of commissioning of CORS Network	Training of 20 person on each sub component of CORS Network.				
4	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system		At Hyderabad Within 30 Days from date of installation	4 sets				
5	Comprehensive on-site full operational and maintenance support for Control Center of the CORS system for a period of 5 years.		At Control Station Starting from date of commissioning	For 1 Control Center, Starting from date of commissioning till completion of contractual period				
6	Comprehensive on-site full operational and maintenance support for all components of the Reference Stations for a period of 5 years, including monthly recurring expenses for power supply and communication line (ADSL/Broadband as well as GSM/CDMA).		At Each Reference Stations, Starting from date of commissioning	For 121 Reference Stations, Starting from date of commissioning till completion of contractual period				

7	Comprehensive Insurance of Equipments installed at all Reference stations against theft, fire, vandalism as per GCC clause 14.1 from the date of installation till completion of contractual period		At Each Reference Stations, Starting from date of installation	For 121 Reference Stations, Starting from date of installation till completion of contractual period				
					Total Bid Price			
Name of Bidder [<i>insert complete name of Bidder</i>] Signature of Bidder [<i>signature of person signing the Bid</i>] Date [<i>insert date</i>]								

5B. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES (FOR LOT 2)
Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim

Date: _____
 OTE No: _____
 Alternative No: _____
 Page No: _____ of _____

1	2	3	4	5	6	7	8	9
Service No.	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price (col 5*6)	GST and other taxes/duties/cess payable per item if Contract is awarded	Total Price per Service (Col. 7+8)
1	At Control Centre, Site preparation, installation and commissioning of All peripheral equipments pertaining to Control Centre, and installation of software solution and testing of whole system		At Hyderabad 60 days from date of signing contract	1 control station				
2	At each Reference station, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of All other equipments pertaining to Reference station and necessary electricity and communication line (ADSL/Broadband as well as GSM/CDMA) connection, as detailed in in Sl. 1 and 3 of Sub-Section 3 Technical Specification of Section V "Schedule of Requirements", and testing		As per list attached in Sub-section 7B of Section V "Schedule of Requirements" 180 days from date of signing contract	42 Reference station				
3	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		At Hyderabad For component of Reference station at Kolkata Within 30 Days from date of commissioning of CORS Network	Training of 20 person on each sub component of CORS Network.				
4	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system		At Hyderabad Within 30 Days from date of installation	4 sets				

5	Comprehensive on-site full operational and maintenance support for Control Center of the CORS system for a period of 5 years.		At Control Station Starting from date of commissioning	For 1 Control Center, Starting from date of commissioning till completion of contractual period				
6	Comprehensive on-site full operational and maintenance support for all components of the Reference Stations for a period of 5 years, including monthly recurring expenses for power supply and communication line (ADSL/Broadband as well as GSM/CDMA).		At Each Reference Stations, Starting from date of commissioning	For 42 Reference Stations, Starting from date of commissioning till completion of contractual period				
7	Comprehensive Insurance of Equipments installed at all Reference stations against theft, fire, vandalism as per GCC clause 14.1 from the date of installation till completion of contractual period		At Each Reference Stations, Starting from date of installation	For 42 Reference Stations, Starting from date of installation till completion of contractual period				
					Total Bid Price			
Name of Bidder [<i>insert complete name of Bidder</i>] Signature of Bidder [<i>signature of person signing the Bid</i>] Date[<i>insert date</i>]								

6. Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

WHEREAS, _____ *[name of Bidder]*¹ (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under o
Open Tender Enquiry No.....*[insert number]* (hereinafter called "the OTE")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____² for which payment well and truly to be made to the said Purchaser the Bank binds itself, his 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 after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

¹In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and".

² The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____³ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

³ _____
45 days after the end of the validity period of the Bid.

7. 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 legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the AITB.]

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

OTE 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 against the above RFB.

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 against this RFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific RFB.

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]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

8. DECLARATION FOR CLAIMING EXCISE DUTY EXEMPTION

(Name of the Project)

Bid No.

Description of item to be supplied

(Information for issue of certificate for claiming exemption of Excise duty in terms of Central excise notification No. 108/95)

(Bidder's Name and Address):

**To
(Name of Purchaser)**

.....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95 read along with all subsequent amendments including the amendment dated 01-03-2008.

(i) Ex-factory price per unit on which ED is payable: *Rs. _____

(ii) No of Units to be supplied: _____

(iii) Total cost on which ED is payable (Rs.) _____

*(The requirements listed above are as per
Current notifications. These may be modified,
as necessary, in terms of the rules in force)*

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

** Please attach details item-wise with cost, if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

9. PROFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last five years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description (Make and Model of CORS Receiver, Antenna and Control Center Software Supplied) and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

10. DMEP FORM

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

Date :

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

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

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

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

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

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

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

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

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

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

Authorized signatory

(To be duly authorized by the Board of Directors)

11. UNDERTAKING OF AUTHENTICITY

To

[insert complete name of Purchaser]

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

Ref : 1. OTE No. *[insert number of bidding process]*

2. Our Bid no. *[insert number of bid submitted by the bidder]*

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 authorized license certificate (e.g. Product Keys on Certification of Authenticity) and also that it shall be sourced from the authorized source (e.g. Authorized 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.

Authorized Signatory
Name and
Designation

Place:

Date:

12. Format of Agreement between Bidder and OEM

(To be made on stamp paper of requisite value and notarized)

This agreement made this _____ Day of _____ by and between _____ having its Registered Office at _____ herein after referred to as bidder of the first part ANDM/s _____, a Company organized and existing under the laws of _____ having a principal business office at _____ hereinafter referred to as "OEM" and M/s _____, a Company organized and existing under the laws of _____ having a principal business office at _____ hereinafter referred to as "Bidder" on the other part,

WHEREAS Survey of India having its Headquarters at Dehradun 248001, Uttarakhand (herein after referred to as SOI), has invited offers vide their e-Tender No. _____ dated _____ inviting offers from Vendors FOR _____, AND

WHEREAS M/s _____, (Bidder) intends to bid against the said tender and desires to have technical support of M/s _____ (OEM).

OEM represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/S-----, (Bidder) will submit an offer to SOI for the full scope of work as envisaged in the tender document as a main bidder and liaise with SOI directly for any clarifications etc. in this contexts.
2. M/S ----- (OEM) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of Work of the tender/Contract for which the offer has been made by the bidder and accepted by the OEM.

However, as a minimum, following services will be covered by the OEM:

- i) _____
 - ii) _____
- etc.

4. This agreement will remain valid till validity of bidder's offer to SOI including extension if any and till satisfactory performance of the Contract in the event the Contract is awarded by SOI to the bidder.

5. It is further agreed that for the performance of work during Contract period bidder and OEM shall be jointly and severally responsible to SOI for satisfactory execution of the contract.

6. However, the bidder shall have the overall responsibility of satisfactory execution of the Contract awarded by SOI.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)

(M/S _____)

Signature:

Name :

Designation

Witness: 1

Witness: 2

For and on behalf of (OEM)

(M/s _____)

Signature :

Name :

Designation:

Witness: 1

Witness: 2

13. OEM GUARANTEE

DEED OF GUARANTEE

This DEED OF GUARANTEE executed at _____ this _____ Day of by:

M/s _____, a Company organized and existing under the laws of _____ having a principal business office at _____ hereinafter referred to as “Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS Survey of India having its Headquarters at Dehradun 248001, Uttarakhand (herein after referred to as SOI), which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and assigns, floated e-Tender No. _____ dated _____ inviting offers from Vendors FOR _____

M/s _____, a Company registered under the Company’s Act 1956 and having its Registered Office at _____ hereinafter referred to as “Bidder”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns, an authorized reseller of the Guarantor, have in response to the above mentioned tender invited by the SOI, submitted their Bid No. _____ dated _____ to the SOI with one of the condition that the bidder shall arrange a guarantee from its OEM, guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the SOI at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide technical, financial and such other supports as may be required by the SOI for successful execution of the same.

The Bidder and the Guarantor have entered in to an agreement dated _____ as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the SOI to enter into agreements with the Bidder, the Guarantor hereby agrees to give this Guarantee and undertakes as follows:

1. The Guarantor (OEM) unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall immediately on receipt of notice of demand by the SOI take up the job without any demur or objection, in continuation and without loss of time and without any cost to the SOI and dully perform the obligations of the Bidder to the satisfaction of the SOI. In case the Guarantor also fails to discharge its obligations herein and complete the job satisfactorily, the SOI shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the SOI for non-performance or unsatisfactory performance by the Guarantor or OEM of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly with the bidder as also severally responsible for satisfactory performance of the contract entered between the bidder and the SOI.

4. The liability of the Guarantor under this Guarantee is limited to the total value of the contract entered between the bidder and the SOI and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as Contractor should it perform the Contract in the event of the bidder's non-performance as per point No.1 herein above, exceed that of the bidder under the mutually agreed Contract awarded to the bidder.

This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the bidder.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the Governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection there with or for the due performance of the Guarantors obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Uttarakhand, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For and on behalf of (OEM)

M/s _____.

Signature :

Name :

Designation :

Witness : 1

Signature :

Name :

Designation :

Date :

Witness : 2

Signature :

Name :

Designation :

Date :

14. CERTIFICATE OF MALICIOUS CODE

(Certificate to be furnished by OEM and bidder)

1. This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/network.
2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright, Intellectual Property Right (IPRs) and Non Disclosure Agreement are caused due to activation of any such malicious code in embedded software.

For and on behalf of (Bidder)

For and on behalf of (OEM)

(M/S _____)

(M/s _____)

Signature:

Signature :

Name :

Name :

Designation

Designation:

Witness: 1

Witness: 1

Witness: 2

Witness: 2

PART 2 - SUPPLY REQUIREMENTS

SECTION V – SCHEDULE OF REQUIREMENTS

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1A. LIST OF GOODS AND DELIVERY SCHEDULE (FOR LOT 1)

Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern India

Line Item No	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in AITB	Delivery (as per Incoterms) Date			Bid Security in Indian Rupees
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]	
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness of the Contract]	[insert the number of days following the date of effectiveness of the Contract]	[insert the number of days following the date of effectiveness of the Contract]	
1	Equipments pertaining to Control Centre							nil
1.a.	Software Solution Basic License for 500 concurrent users, With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	01	Nos.	At Hyderabad	30 Days from date of signing of the Contract	60 Days from date of signing of the Contract		
1.b.	Software Solution Site Licenses for Reference Station nodes With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	121	Nos.	At Hyderabad	30 Days from date of signing of the Contract	60 Days from date of signing of the Contract		
1.c.	Software Solution concurrent users licence With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	500	Nos.	At Hyderabad	30 Days from date of signing of the Contract	60 Days from date of signing of the Contract		
2	Equipments pertaining to Reference Station							

	2.a.	GNSS Set as detailed in Sl. 1 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	121	Nos	As per list attached in Sub-section 7A of Section V “Schedule of Requirements”	210 Days from <i>date of signing of the Contract</i>	210 Days from <i>date of signing of the Contract</i>		
	2.b.	All other sub-component as detailed in Sl. 3 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	121	Nos	As per list attached in Sub-section 7A of Section V “Schedule of Requirements”	210 Days from <i>date of signing of the Contract</i>	210 Days from <i>date of signing of the Contract</i>		

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

1. The Bidder should furnish a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment
2. The Supplier is responsible for Performance of on-site assembly and start-up of the supplied instrument units.
3. The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between instrument units, connecting it to the computer (wherever applicable) and connecting to power supplies. The Supplier will test all operations of the instruments, measurements and data production, storage & output and accomplish all adjustments necessary for successful and continuous operation of the instrument at all installation sites.
4. Activities envisaged under the scope are as follows: -
 - a) CORS Reference Stations shall be installed (as specified /marked in Sub-section 7 of Section V Schedule of Requirement and as per Sub-section 3 Technical Specification). Installation of said Reference stations will include erection of pillars, supply and installation of hardware, software, networking instruments, peripherals and accessories, as per Technical Detail Forms at Sl. No. 1 and 3 of Sub-section 3 Technical Specification of Section V Schedule of Requirement.
 - b) Supply, installation and Commissioning of software for Control Center as per Technical Detail Forms at Sl. No. 4 of Sub-section 3 Technical Specification of Section V Schedule of Requirement

1B. LIST OF GOODS AND DELIVERY SCHEDULE (FOR LOT 2)

Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim

Line Item No	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in AITB	Delivery (as per Incoterms) Date			Bidder's offered Delivery date [to be provided by the bidder]	Bid Security in Indian Rupees
					Earliest Delivery Date	Latest Delivery Date			
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>		
1	Equipments pertaining to Control Centre								
	1.a.	Software Solution Basic License for 500 concurrent users, With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	01	Nos.	At Hyderabad	30 Days from date of signing of the Contract	60 Days from date of signing of the Contract		nil
	1.b.	Software Solution Site Licenses for Reference Station nodes With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	42	Nos.	At Hyderabad	30 Days from date of signing of the Contract	60 Days from date of signing of the Contract		
	1.c.	Software Solution concurrent users licence With all sub-component as detailed in Sl. 4 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	500	Nos.	At Hyderabad	30 Days from date of signing of the Contract	60 Days from date of signing of the Contract		
2	Equipments pertaining to Reference Station								

	2.a.	GNSS Set as detailed in Sl. 1 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	42	Nos	As per list attached in Sub-section 7B of Section V “Schedule of Requirements”	180 Days from <i>date of signing of the Contract</i>	180 Days from <i>date of signing of the Contract</i>		
	2.b.	All other sub-component as detailed in Sl. 3 of Sub-Section 3 Technical Specification of Section V Schedule of Requirements including 5 years comprehensive warranty	42	Nos	As per list attached in Sub-section 7B of Section V “Schedule of Requirements”	180 Days from <i>date of signing of the Contract</i>	180 Days from <i>date of signing of the Contract</i>		

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

1. The Bidder should furnish a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment
2. The Supplier is responsible for Performance of on-site assembly and start-up of the supplied instrument units.
3. The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between instrument units, connecting it to the computer (wherever applicable) and connecting to power supplies. The Supplier will test all operations of the instruments, measurements and data production, storage & output and accomplish all adjustments necessary for successful and continuous operation of the instrument at all installation sites.
4. Activities envisaged under the scope are as follows: -
 - a) CORS Reference Stations shall be installed (as specified /marked in Sub-section 7 of Section V Schedule of Requirement and as per Sub-section 3 Technical Specification). Installation of said Reference stations will include erection of pillars, supply and installation of hardware, software, networking instruments, peripherals and accessories, as per Technical Detail Forms at Sl. No. 1 and 3 of Sub-section 3 Technical Specification of Section V Schedule of Requirement.
 - b) Supply, installation and Commissioning of software for Control Center as per Technical Detail Forms at Sl. No. 4 of Sub-section 3 Technical Specification of Section V Schedule of Requirement

2A. LIST OF RELATED SERVICES [ITB CLAUSE 14.8(B)] AND COMPLETION SCHEDULE (FOR LOT 1)
Supply, Installation, Commissioning and Maintenance of CORS Network in North Eastern India

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i> <i>[Insert after modifying as appropriate deleting inapplicable items from the following:]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1	At Control Centre, Site preparation, installation and commissioning of All peripheral equipments pertaining to Control Centre, and installation of software solution and testing of whole system	1	Nos	at Hyderabad	60 days from date of signing contract
2	At each Reference station, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of All other equipments pertaining to Reference station and necessary electricity and communication line (ADSL/Broadband as well as GSM/CDMA) connection, as detailed in in Sl. 1 and 3 of Sub-Section 3 Technical Specification of Section V “Schedule of Requirements”, and testing	121	Nos	As per list attached in Sub-section 7 of Section V “Schedule of Requirements”	210 days from date of signing contract
3	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 undertake the transfer on completion of the contract	Training of 20 person on each sub component of CORS Network	Nos	At Hyderabad For component of Reference station at Raipur	Within 30 Days from date of first acceptance
4	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system	4	Set	At Hyderabad	Within 30 Days from date of first acceptance

5	Comprehensive on-site full operational and maintenance support for Control Center of the CORS system for a period of 5 years,	1 control Station	Nos	At Control Station	Starting from date of installation till completion of contractual period
6	Comprehensive on-site full operational and maintenance support for all components of the Reference Stations for a period of 5 years, including monthly recurring expenses for power supply and communication line (ADSL/Broadband as well as GSM/CDMA) bills	121 Reference station	Nos	At Each Reference Stations,	Starting from date of installation till completion of contractual period
7	Comprehensive Insurance of Equipments installed at all Reference stations against theft, fire, vandalism as per GCC clause 14.1 from the date of installation till completion of contractual period	121 Reference station	Nos	At Each Reference Stations,	Starting from date of installation till completion of contractual period

Activities envisaged under the scope are as follows: -

- a) CORS Reference Stations shall be installed (as specified /marked in Sub-section 7A of Section V Schedule of Requirement and as per Sub-section 3 Technical Specification). Installation of said Reference stations will include erection of pillars, supply and installation of hardware, software, networking instruments, peripherals and accessories, as per Technical Detail Forms at Sl. No. 1 and 3 of Sub-section 3 Technical Specification of Section V Schedule of Requirement.
- b) Supply, installation and Commissioning of software for Control Center as per Technical Detail Forms at Sl. No. 4 of Sub-section 3 Technical Specification of Section V Schedule of Requirement

2B. LIST OF RELATED SERVICES [ITB CLAUSE 14.8(B)] AND COMPLETION SCHEDULE (FOR LOT 2)

Supply, Installation, Commissioning and Maintenance of CORS Network in State of West Bengal and Sikkim

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i> <i>[Insert after modifying as appropriate deleting inapplicable items from the following:]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1	At Control Centre, Site preparation, installation and commissioning of All peripheral equipments pertaining to Control Centre, and installation of software solution and testing of whole system	1	Nos	at Hyderabad	60 days from date of signing contract
2	At each Reference station, Site preparation including Civil and Electric works, establishment of communication network, installation and commissioning of All other equipments pertaining to Reference station and necessary electricity and communication line (ADSL/Broadband as well as GSM/CDMA) connection, as detailed in in Sl. 1 and 3 of Sub-Section 3 Technical Specification of Section V “Schedule of Requirements”, and testing	42	Nos	As per list attached in Sub-section 7B of Section V “Schedule of Requirements”	180 days from date of signing contract
3	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 undertake the transfer on completion of the contract	Training of 20 person on each sub component of CORS Network	Nos	At Hyderabad For component of Reference station at Hyderabad	Within 30 Days from date of first acceptance
4	Furnishing of a detailed operations and maintenance manual with relevant SOPs for all components of Network CORS system	4	Set	At Hyderabad	Within 30 Days from date of first acceptance

5	Comprehensive on-site full operational and maintenance support for Control Center of the CORS system for a period of 5 years,	1 control Station	Nos	At Control Station	Starting from date of installation till completion of contractual period
6	Comprehensive on-site full operational and maintenance support for all components of the Reference Stations for a period of 5 years, including monthly recurring expenses for power supply and communication line (ADSL/Broadband as well as GSM/CDMA) bills	42 Reference station	Nos	At Each Reference Stations,	Starting from date of installation till completion of contractual period
7	Comprehensive Insurance of Equipments installed at all Reference stations against theft, fire, vandalism as per GCC clause 14.1 from the date of installation till completion of contractual period	42 Reference station	Nos	At Each Reference Stations,	Starting from date of installation till completion of contractual period

Activities envisaged under the scope are as follows: -

- a) CORS Reference Stations shall be installed (as specified /marked in Sub-section 7B of Section V Schedule of Requirement and as per Sub-section 3 Technical Specification). Installation of said Reference stations will include erection of pillars, supply and installation of hardware, software, networking instruments, peripherals and accessories, as per Technical Detail Forms at Sl. No. 1 and 3 of Sub-section 3 Technical Specification of Section V Schedule of Requirement.
- b) Supply, installation and Commissioning of software for Control Center as per Technical Detail Forms at Sl. No. 4 of Sub-section 3 Technical Specification of Section V Schedule of Requirement

3. TECHNICAL SPECIFICATIONS

1. TECHNICAL DETAIL FORMS: GNSS Multi Frequency

Sl. No.	Name of the Item	Required Specification	Bidder's Offered Specifications / Compliance /Deviation Statement (to be filled up by BIDDER)
1	GNSS receiver	Measuring Mode Static Fast or Rapid Static Real Time Kinematic (RTK) Differential(DGPS,DGNSS)	
		Horizontal Accuracy 3mm + 0.1 ppm RMS Static (long) 0.5cm ± 0.5ppm RMS (Static & Fast Static) or better 0.8cm ± 1ppmRMS (Real Time Kinematic in Single Line Solution) or better 0.8cm ± 0.5ppmRMS (Real Time Kinematic in Network RTK Solution) or better 0.25 m + 1 ppm Code differential GNSS positioning or better	
		Vertical Accuracy 3.5mm + 0.4 ppm RMS Static (long) 1.0cm±0.5ppm RMS (Static & Fast Static) or better 1.5cm ± 1ppmRMS (Real Time Kinematic in Single Line Solution) or better	

	1.5cm ± 0.8ppmRMS (Real Time Kinematic in Network RTK Solution) or better 0.50 m + 1 ppm RMSCode differential GNSS positioning or better	
	The offered receiver shall have 400+ physical channels	
	Multiple frequency and supporting the following simultaneous signal tracking: <ul style="list-style-type: none"> - GPS: L1 C/A; L2E/L2P; L2C; L5 - GLONASS: L1 C/A; L1P; L2 C/A; L2P; L3 CDMA - GALILEO: L1 CBOC; E5A; E5B; E5AltBoc;E6 - BEIDOU: B1; B2; B3 - QZSS:L1C/A, L1C, L2C, L5 - SBAS: L1 C/A (EGNOS/MSAS/WAAS); L5 (WAAS);GAGAN - NavIC (IRNSS) L band signals 	
	Receiver must be capable of tracking all satellites in view, even if unhealthy, to an elevation angle of 0°.	
	The receiver shall support real time kinematic positioning using industry standard formats	
	The receiver shall support onboard worldwide, real-time positioning	
	The offered receiver shall offer a minimum of two power inputs supporting both AC and DC operation.	
	The offered receiver shall contain an internal battery (Li-Ion)and with battery charger. The internal battery shall be capable of operating the unit standalone for up to 12 hours. The offered receiver shall contain capability to Automatic swapping between power sources without affecting data recorded.	
	Internal battery must be capable of operating as an internal battery backup system (UPS) with user configurability to enable/disable this functionality.	
	Receiver must be capable of charging from PoE input.	
	The receiver must automatically restart after loss of power and must power up in the same configuration when powered down (or loss of power).	
	The receiver must have LED indication/LCD screen to view satellite tracking, Memory, Network connectivity, Bluetooth/Wifi, Battery status.	
	The receiver shall offer an automatic shutdown and wakeup routine to allow the receiver to power down when not needed and wake up at a predetermined time and continue the configured activity.	
	Support of logging rates from 50Hz to 600 seconds	
	Must contain memory with up to 16GB of logging space. That should be able to maintain operation and logging during high motion events such as earthquake.	

	In addition to the internal memory, the receiver must have a port for removable media.	
	Must support a minimum of 8 independent and concurrent logging sessions.	
	Internally logged data shall have a file size of less than 6MB (unzipped) for a 24 hour, 15 second file to maximize storage capacity	
	Must be capable of producing both RINEX and BINEX file formats internal to the receiver without the need for external tools/converters.	
	Must be capable of pushing logged and converted data files to three separate FTP servers.	
	Receiver must support both a configurable ring buffer style memory deletion scheme as well as session specific “pools” with similar functionality.	
	Receiver must support the configurable input, output and logging of Met/Tilt measurements.	
	The receiver must have an integrated RJ45 connector, two serial ports, USB, and an external frequency input. RJ45connector should be enabled for server feature	
	A minimum of 6 unique TCP/IP ports. Unique meaning one multicast TCP/IP port (allows multiple connections) only counts as 1 TCP/IP port. Each port must be fully configurable independent of the other ports and outputs.	
	In addition to the 6 TCP/IP ports, the receiver shall support a minimum of 1 NTRIP Caster, 1 NTRIP Client, and 1 NTRIP Server ports	
	Receiver must support IP filtering restricting IP packet access to and from the receiver for enhanced access control security based on individual IP addresses or subnets based on a user specified netmask.	
	The receiver must support one Bluetooth/Wifi connections or greater.	
	The receiver must support FTP downloads as well as the FTP REST command.	
	The receiver must support the following streaming data types: CMR, CMR+, RTCM v2.x, RTCM v3x, BINEX, and NMEA. Proprietary message types will be considered in addition to (not in replace of) the before mentioned formats.	
	The offered receiver shall be capable of monitoring its own absolute position to centimeter level accuracy and alerting via both graphical and email mean of any detected change in antenna position. The tolerance at which to send alerts shall be user configurable depending upon the solution type in use.	
	The receiver shall support email alerts for various functions such as tracking, power, reboots, logging, status, etc.	
	The receiver shall support dynamic domain name system (DDNS).	

		Receiver must implement a secure network connection (secure means via an encrypted, authenticated session) as well as provide various access levels to the receiver controls. CA certificates to be added to ensure secure communication	
		Receiver must meet the following environmental specification: Operating temperature: -40° C - + 65° C, Humidity: 100%, fully sealed with IP67 certification, Shock: 1m drop to hard surface. Equipment must have Compliance to Vibration / Shock test of MILSTD-810 G or equivalent.	
2	GNSS Antenna	Chock Ring Antenna tracking GPS, Glonass, Galileo, Beidou, SBAS, L-Band,	
		Technology that minimizes multi-path interference.	
		Phase center stability better than 2 mm and repeatability 2 mm or better	
		Antenna gain 40dB or more	
		Supply current 125 mA maximum	
		Minimum tracking elevation = 0 degrees	
		Absolute calibration file from IGS must be available. For antenna calibrations to be valid the GNSS antenna must be orientated to within ±5° of True North while installation at site.	
		Powered by receiver (supply voltage 3.5 to 20VDC)	
		Antenna shall operate in humidity, high winds, sand storm and blowing rain	
		Temperature range is -40°C to +65°C or better	
		Humidity 95% or better, fully sealed	
		Shock rating 1m drop	
		The antenna should be delivered with an external radome. Antenna + radome combination must have a valid antenna calibration.	
3	Antenna cable	All CORS cabling is vulnerable to vandalism, weather, pests and fire. External cabling should be protected by secured conduits. Cable connectors are potential points of failure when stressed, corroded, or infiltrated by water, dust and pests. Self-amalgamating ultra-violet stabilized tape shall be used to protect cable connections. A short loop of excess cable at the antenna and receiver connections should be provided to avoid tension in cable. A grounded lightning protector in the antenna cable should be provided, especially in lightning prone areas. In lightning prone areas, the horizontal cable-run length should be as less as possible to minimize the risk of signal induction from nearby lightning strikes. If this is not possible, lightning arrestor should be fitted toward the receiver end of the cable.	

		The Supplied cables and components should have a total signal loss of less than 9 dB over the length of the cable run.	
4	Warranty	Five years comprehensive on-site warranty support, including post deployment driver & firmware updates.	
5	Comprehensive Insurance	Comprehensive insurance of equipments against theft, fire and vandalism from date of installation till end of contractual period of shall be taken by supplier on behalf of purchaser	

2. TECHNICAL DETAIL FORMS: Control Centre

Sl. No.	Requirement at each location	Specifications	Bidder's Offered Specifications / Compliance/Deviation Statement (to be filled up by BIDDER)
1	Compatibility	<p>1. Compatibility</p> <ul style="list-style-type: none"> • Receiver station should be able to be monitored, controlled remotely from control center; including periodic up gradation of firmware/software's installed at receiver stations. • Rovers should be able to receive real time corrected data from control center via web. • Offered CORS Network infrastructure, control center software quoted as well as secure encrypted communication solution should be compatible with following Control center hardware <p>Server 2 sets of 4 Servers (to run with N+1 redundancy.) having Dual CPU, Intel 12 Core per CPU with 3.3 GHz base frequency, 24.75 MB Cache, 128 GB DDR4 RAM, 3 TB useable raid 5 SSD with Redundant Power supply and UPS backup (These specifications designed to cater requirement of all 7 lots, Bidder has to provide computing power requirement for each lot individually, as well as combined computing power for package of lots he applied for, with impact analysis of computing power on performance of solution in terms of speed and accuracy of solution at user end.)</p> <p>Operating System Microsoft Windows2019 Server Edition</p> <p>Storage 2 NAS of 50 TB useable capacity Raid 5 (bidders are also required to provide storage space requirement for logging continuous feed of data collected by 1 reference station in a month using all frequencies and constellation as desired in technical specification and at epoch rate of 1 second)</p> <p>Switch 2 switches with 24 x 10G port, 2x 100G QSFP port and 1 MGMT Port, internal redundant power supply,</p> <p>Firewall</p>	

		<p>16 x GE RJ45 ports, 1 HA port and 1 MGMT port, 16 x GE SFP slots, 6 Gbps throughput, redundant power supply, 4M concurrent session, 2000 Site to site Isec VPN peers, 50000 client to site Isec VPN peers, 240 GB onboard SSD, Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT License (Anti Malware Protection , C&C attacks, Geo IP Protection, Zero Day Threat Protection), Gateway Anti virus, Gateway Anti spam, NAT, VPN, AVC, sand box solution (APT) at least with 2 VMs from day One</p> <p>Router 2 GE port, 2x 1G SFP, 100 Mbps throughput, Isec encryption Supported, Static routes, RIPv2, OSPF, EIGRP, BGP, BGP Router Reflector, IGMPv3, PIM SM, SSM, RSVP, IPSLA, HSRP, DVMRP protocols with full crypto functionality.</p> <p>Rack 2x42U rack with 16A, 208/230V 15 C13 Rack PDU and Rack LCD Console with Integrated KVM Switch</p> <p>Dedicated internet access and IP addresses 100/50 Mbps Dedicated internet access symmetric internet bandwidth with 16 Class C real IP addresses, for Hosting of NRTK & DGNSS solution and reception of data from Reference station</p> <p>Please note that these are tentative specs, provided to bring all bidders on equal footing. These specifications designed to cater requirement of all lots to be connected in Hyderabad Control Center under this tender, in case lots are awarded in more than one package, separate sets of Control center Hardware with appropriate curtailment in above specs, will be provided to each individual contractor. Therefore bidders are required to provide their hardware requirement for each lot they are bidding for as well as combined hardware requirement for package of lots they applied for, with impact of computing power and other hardware specs on performance of solution in terms of speed and accuracy of solution at user end.)</p>	
2.	Network	Necessary Networking solution to connect control center to reference center with secure end to end communication and less than 200 millisecond latency.	

3. TECHNICAL DETAIL FORM: Receiver Stations (All components)

Sl 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).			
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. General design of monument is shared in schedule 4 Drawing and as below</p> <p>(a) 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. Type A : Pedestal of 1.2m X 1.2m with thickness 25 cm should be constructed over EGL. Dimension of pillar above pedestal will be 25 cm X 25 cm. Height of pillar of reference station should be at least 2.25 m above ground level. (Height of pillar may be increased up to 3.5 m in order to get maximum sky clearance) Above it 0.5 mt steel pipe of 3.5 inchdia, fitted with SECO antenna mount should be fitted for proper leveling of Antenna plane. Reference station Pedestal, footing and Pillar should be a RCC structure with M30 grade concrete and reinforcement grade Fe500. Appropriate reinforcement should be provided. The RCC structure design with detail drawings of pedestal (designed to support the enclosure) should be submitted by bidder for approval by the purchaser.</p> <p>(b) Roof Mount pillar pedestal should be 1.2 m X 1.2 m with thickness 25 cm. Dimension of pillar above pedestal will be 25 cm X 25 cm. Height of pillar of reference station should be atleast 1.7 m above roof top. Above it 0.5 mt steel pipe of 3.5 inchdia, fitted with SECO antenna mount should be fitted for proper leveling of Antenna plane. Reference station Pedestal and Pillar should be a RCC structure with M30 grade concrete and reinforcement grade Fe500. Roof mounted should be properly anchored to building structure.</p> <p>(c) The reference pillar and equipment housing should be fenced with a hot dip galvanized iron fencing with one door,</p>	

		<p>lock and key.</p> <p>All equipment except antenna, antenna radom, and solar panels should be encased in antistatic, weather proof, temper proof steel housing of NEMA 4 type enclosure. Housing shall have door on front to accesses equipment for maintenance etc. Access through Door shall be restricted by bolt secured by lock. Steel Housing shall have internal fan to facilitate proper ventilation and temperature control of electronic components within. Enclosure shall be installed on a separate Pedestal. The design with detail drawings of pedestal (designed to support the enclosure) should be submitted by bidder for approval by the purchaser</p> <p>All Electrical works (incl. Earthing) at Reference Station site for installing all components including power back-up required to make Reference Stations operational and fully commissioned for AC and DC supply as described in the following paras.</p>	
2	Lightening Conductor & Surge protection	Lightening Conductor and Surge protector of reputed brand as per the UNAVCO specs	
3	Power Back-up	<p>Each reference station will be provided a primary source of power either through AC supply connection from local grid or through Gen Set. Power connection at each reference station is to be taken by bidder on behalf of purchaser. In addition to this, for additional redundancy Seven (07) days 24X7 Un-interrupted power back-up arrangement using UPS and Battery Bank (Detailed power calculation sheet is to be submitted with the bid)</p> <p>AC supply connection at each reference station is to be taken by bidder on behalf of purchaser.</p>	
4	Solar Panel	Industry grade solar panels capable of supporting minimum 7 days uninterrupted power supply for reference station is to be installed at each reference station site. Design of solar panels & solar charge controller should be proposed for approval by the purchaser based on the power calculation as given above. The solar charge controller and surge protector should be part of supply.	
5	Interoperability	All hardwares installed at reference stations should be able to operate with Reference Receiver installed as well as with all other industry grade reference receivers.	
6	Router	<p>cellular router for primary and backup connectivity over 3G/4G/LTE/ADSL/Broadband with atleast 2 SIM Slots and at least 4 RJ45 (1 WAN and 3 LAN) 10/100 Mbps ports</p> <p>With following functionalities</p> <ul style="list-style-type: none"> • Operator black/white list 	

		<ul style="list-style-type: none"> • advanced routing protocols, VPN and stateful firewall • Supports at least 4 VPN tunnels • Link integrity monitoring • Virtual Router Redundancy Protocol (VRRP) • SNMP, event logging, and QOS • reboot through SMS <p>with -35° C to 70° C Operating Temperature and Relative Humidity 10% to 90% (non-condensing) @ 25° C</p>	
7	Accessories	Surge Protectors for ADSL/Broadband connection, GPRS Connection, AC Power Supply connection and Solar Panel Power connection; AC/DC power cables; Batteries; Connectors; Circuit Breakers; Rack mounting kit; Antenna adaptor and SECO Antenna Mount 3.5” OD (as per UNAVCO specs), Industry grade flash and SD cards, battery chargers, Fuses, inlet and exhaust Fans & filters; end clamps etc.	
8	Memory	In addition to Internal Memory of GNSS receiver, 1 Terabyte auxiliary USB supported storage device.	
9	Data Logging	Maximum logging rate 50 Hz.	
10	Communication line:	<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</p> <p>a) ADSL/ Broadband or equivalent b) Wireless cellular i.e. GSM/CDMA GPRS/LTE/ (2G/3G/4G), Provision for Dual SIM shall be provided to increase reliability.</p> <p>Irrespective of the communications method used, the data latency between the CORS site and the network control centre should be designed to be less than 200 mili second.. Between Receiver Stations and Control Centre:</p> <p>ADSL/ Broadband or equivalent and Wireless cellular connection at each reference station is to be taken by bidder on behalf of purchaser. Each receiver station shall be equipped with 2 GSM/CDMA SIMs to increase reliability. Both SIMs shall not be from same Network/Service provider.</p> <p>Irrespective of the communications method used, the data latency between the CORS site and the network control centre should be designed to be less than 200 mili second.</p>	
11	Warranty	Five years on-site comprehensive warranty support including post deployment driver & firmware updates.	
12	Comprehensive Insurance	Comprehensive insurance of equipments against theft, fire and vandalism from date of installation till end of contractual period of shall be taken by supplier on behalf of purchaser	

4. TECHNICAL DETAIL FORM: Software Solution (All Components)

Sl. No	Name of the Item	Specifications	Bidder's Offered Specifications / Compliance/Deviation Statement (to be filled up by BIDDER)
1	1.Control center Software with perpetual license with concurrent hot swap redundancy and backup system license	<p>Software should be capable to facilitate Purchaser to provide services for online license based real-time corrections to users, using Network RTK solution on their RTK enabled GNSS devices. Software should be able to communicate with all type of Industry standard RTK Rovers via secure web connection using non propriety or published communication strings and send them real time corrections independent of their Make and model. Control Center shall run with N+1 redundancy. Hence Software solution should be offered with concurrent hot swap redundancy and backup system license. License in redundant system shall be seat license and should not be borrowed from main server or vice versa.</p>	
		Client/Server Architecture	
		Must run automatically and continuously as a windows service under Windows™ 2019 Server and 64bit operating system supported	
		Software Services shall start automatically with other services when booting.	
		The software must support installation in virtual environments including Microsoft Hyper-V and VMWare	
		The operator does not need to be logged into Windows.	
		If power fails, the software will restart immediately when the power returns and the computer reboots	
		Shall have fast and efficient multiple-user access to its own database	
		Graphical User-Interface	
		The client application shall have a “graphical user interface” with typical Windows™ look and feel, that controls the server It should be able to be installed on remote PC’s as well as on the server:	
		Easy to learn and use and Self-explanatory panels, boxes, windows, toolbars	
		Map-views must include background map for a better visibility of the network.	
		Graphical UI with drop-down menus for better configuration and organization of system setup in UI and to select receiver hardware type, antenna type, tectonic plate and datum per	

	station.	
	Software must run independently from the GUI and software must run as a Windows Service	
	The software must provide user interface providing access for a complete redundant system installation over all servers used within the setup. It shall provide health status information on the functionality of the software as well as on the underlying services. The Administrator should be able to restart services through this user interface	
	Security	
	The Software shall have two-access level Administrator and User:	
	Administrators must be able to start and stop the various operations, create and change configurations, set parameters and modes etc.	
	The User security level allows the modification and configuration of operation relevant settings through administrator privilege	
	Viewers should only be able to inspect the operation of the software, configuration parameters, system and receiver status etc. and not be able control the software and its operation	
	System monitoring	
	The software shall Monitors the various communication links and the operation of the entire system	
	The software must provide one view with offers the health status of all modules in the system.	
	Controls GNSS receivers, directly and remotely	
	The software shall remotely control the GNSS receivers	
	Generates event logs, alarms & warnings on receiver status, network status and data quality status	
	Check all downloaded data for completeness and retrieve missing data automatically from the internal receiver memory and retry it till complete data downloading is successfully completed.	
	The Software must be able to monitor the stations coordinates in real time and post processing though relative position monitoring based on fixed stations inside the Network with the possibility to configure alarms and reports. The results shall be presented in a graphical way and shall allow a system administrator to view time series on the integrity checks.	
	The software must be capable to analyze the performance of	

	rovers in a network based on network corrections and Time to Fix (TTF) of a rover after reset	
	The software must be capable of identify negative effect from erroneous co-ordinates (for e.g. incorrect co-ordinates or antenna height or shifts resulting from earth movement) and send alert to operator	
	System processing	
	The GNSS Software Shall Computes in real-time a global adjustment of the network for best estimation of all GNSS errors	
	GNSS-software must be able to perform the independent calculation of reference station absolute and global positions using PPP method or any other equivalent method and comparison with given reference station coordinates. Any inconsistency should be notified to the operator, according to alarm configuration	
	Allows the Network RTK solution to be valid even outside the polygon of Reference Stations up to 35km	
	The software must be capable to operate and process Network-RTK corrections for reference stations, as desired in List of Goods and Delivery Schedule, on one single standard-industrial server within one single instance/process of the software and within one module with scalability option upto 100 reference stations. The software must be capable to handle at least 500 concurrent users at the same time on one single standard-industrial server within one single instance/process of the software and within one module.	
	The software must create full-constellation Network-RTK corrections for at least 500 concurrent users.	
	The software must be capable to send Glonass, BeiDou and Galileo corrections in case of multi-constellation-capable receivers are not deployed on all reference stations. The bidder shall explain the used methodology for this solution.	
	The GNSS Software shall generate different type of corrections to allow different kind of services:	
	Network-RTK corrections of the following satellite systems, frequencies and signals: GPS (L1, L2, L2C, L5), Glonass (G1, G2), QZSS, Galileo (E1 and E5 AltBoc,E6 (pilot and data)) and BeiDou (B1, B2) (all together)	
	RTCM MSM input and output	
	DGPS corrections in RTCM v2.x, RTCM v3.x format	

	Single RTK corrections from specific stations	
	Single RTK corrections from nearest station (requires user's position via NMEA string).	
	All Real-time corrections shall be given in the International Recognized Standard called RTCM. RTCM messages in version 2.x and 3.x only are allowed. Any deviation to this standard is not recommended.	
	The following three Network-RTK standard method (RTCM standard) should be supported <ul style="list-style-type: none"> - Concept of Virtual Reference Stations (VRS) - MAC (Master Auxiliary Concept) - FKP (Flaechenkorrekturparameter) 	
	Distribution channels	
	The GNSS Software shall provide access to the following communication channels:	
	Provisional dial-up via individual land-line modems,	
	Provisional dial-Up via cellular/GSM modems and a multiplexer.	
	Provisional Radio modems (Satel, Pacific Crest) in case of one-way corrections like single base RTK.	
	Internet, intranet, local or wide area networks (TCP/IP) or with Mobile Cellular GPRS or Wireless technology using RTCM standard NTRIP 1.0 or higher.	
	Web Interface	
	The Software shall include a web server part to provide:	
	<ul style="list-style-type: none"> - Management and control of end users access: - Clients can register online - Once the registration is accepted by the administrator, clients can access the web server services according to their specific authorization - The software shall allow the customer billing and management of costs 	
	Software should have features to enable Administrator to add/ authorizes users and add/delete/modify user account details/subscription in bulk by simple API/WebUI features in secure manner. Adequate security features to validate	

		the authenticity of change request through digital signature/password and integrity of user data base should also be ensured in this feature.	
		The Software shall allow the downloading of Rinex files and visual Rinex files. Data should be available for downloading at least for three months from date of observation. After which data will be made available for download through FTP server.	
		The software shall provide Online post processing service by using the network reference stations	
		Availability and compatibility	
		High Availability of Network RTK service for user of specified accuracy and precision on an average > 95 % computed on monthly basis	
		The Network should be compatible will all industry standard RTK Rovers	
		The Network should allow users to access a range of GNSS accuracy levels on their RTK enabled GNSS device, from 1 meter to a few centimeters, on-demand.	
		Client/Server Architecture	
		Must run automatically and continuously as a windows service under Windows™ 2019 Server and 64bit operating system supported	
		Warranty	
		The most current version of software required to support the performance of Services, including anti-virus and other security software shall be used. Software solution will be provided with 5 year comprehensive onsite warranty. Supplier will regularly review its software applications and systems for bugs & errors, and in light of new products or software releases providing enhanced functionality, and replace or “patch” existing software required for fixing bugs and error corrections or as enhancements become available, without any additional cost.	

5. SERVICESUPPORTDETAILS FOR HONOURING WARRANTY – Receiver Stations (All Components)

Sl.	Destination	NEAREST SERVICE CENTRE *
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No.		Location (Address)	Phone No. FaxNo. e-mail	Status of Office Working Days and Hours	Number of Engineers	Number Of Staff	Value of Min.Stock Available at all times
1	Receiver Station (Separate details of support for each Sub component specified in the List of Goods and Delivery Schedule and LIST of Related Services and Completion Schedule are to be provided here)	As indicated in Part7 of Section V					

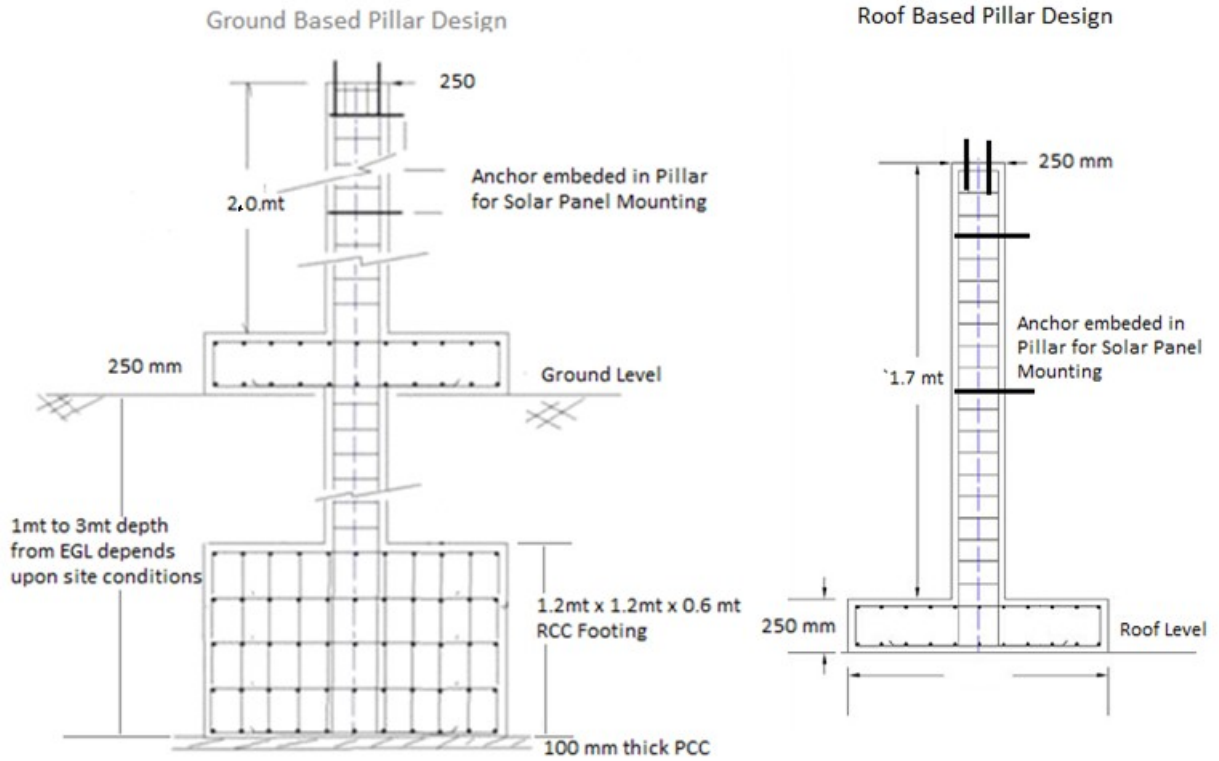
**6. SERVICESUPPORTDETAILS FOR HONOURING WARRANTY
–Communication Network (All Components)**

Sl. No.	Destination	NEAREST SERVICE CENTRE *					
		Location (Address)	Phone No. Fax No. e-mail	Status of Office Working Days and Hours	Number of Engineers	Number Of Staff	Value of Min.Stock Available at all times
1	Receiver Stations (Separate details of support for each Sub component specified in the List of Goods and Delivery Schedule and LIST of Related Services and Completion Schedule are to be provided here)	As indicated in Part7 of Section V					

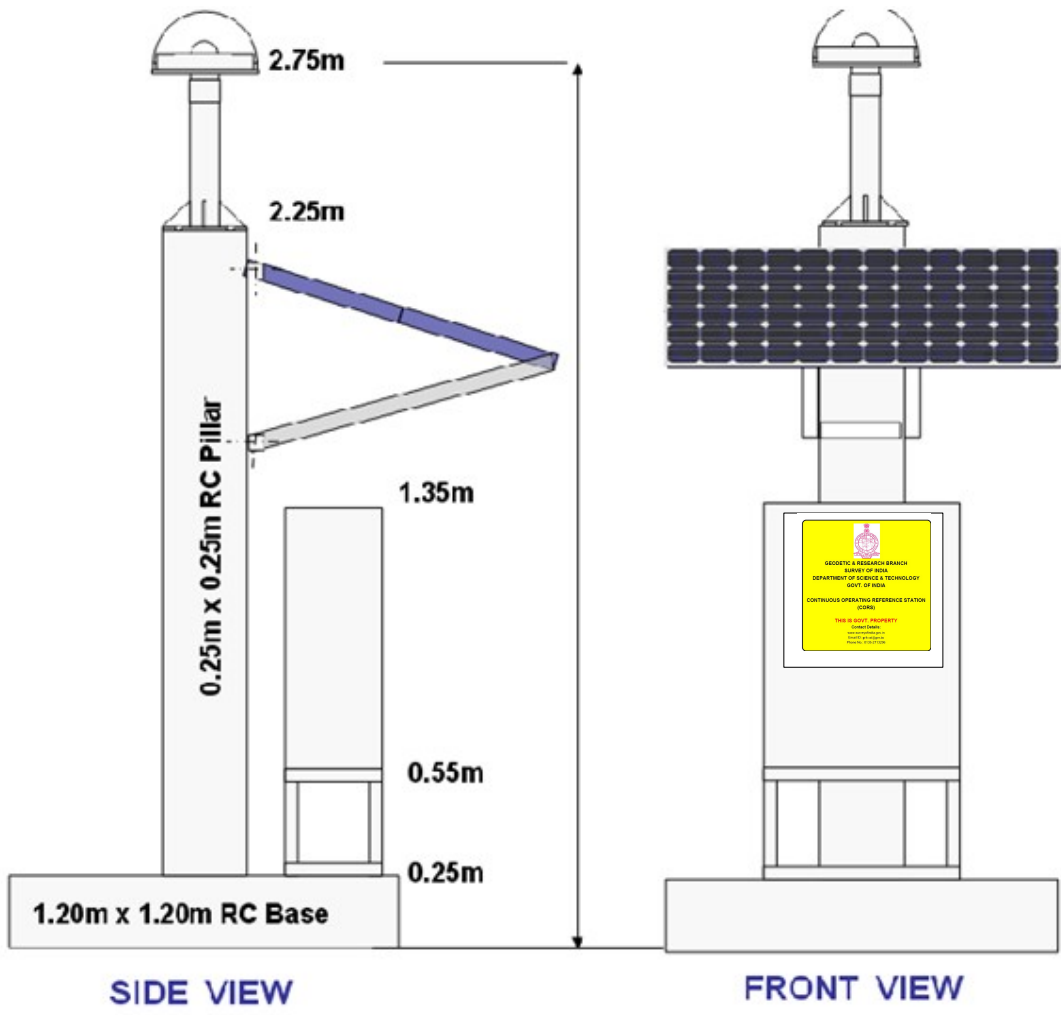
**7. SERVICESUPPORTDETAILS FOR HONOURING WARRANTY
– Software Solution (All Components)**

Sl. No.	Destination	NEAREST SERVICE CENTRE *					
		Location (Address)	Phone No. Fax No. e-mail	Status of Office Working Days and Hours	Number of Engineers	Number Of Staff	Value of Min.Stock Available at all times
1	Control Centre (Separate details of support for each Sub component specified in the List of Goods and Delivery Schedule and LIST of Related Services and Completion Schedule are to be provided here)	Hyderabad					

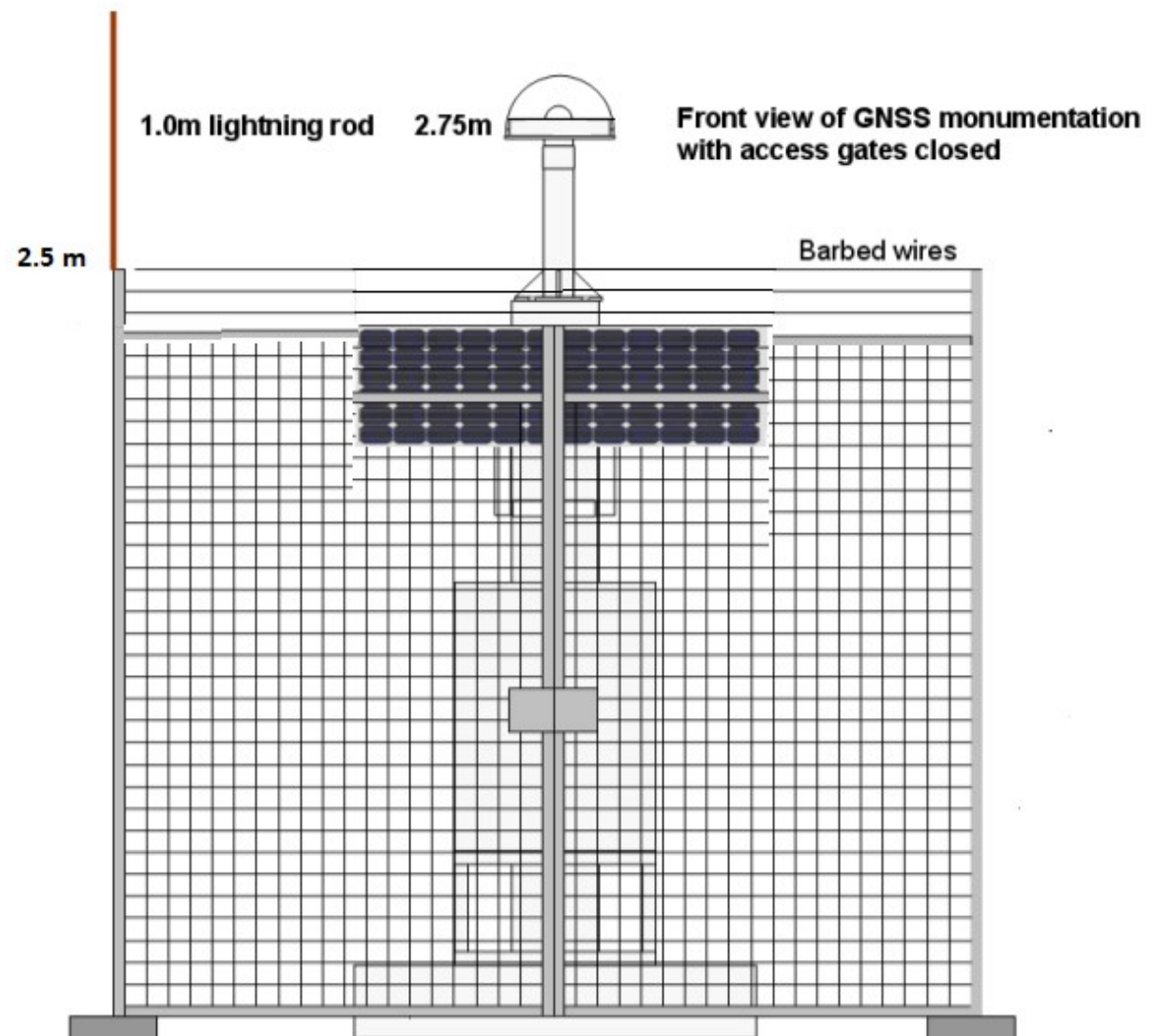
4. DRAWINGS



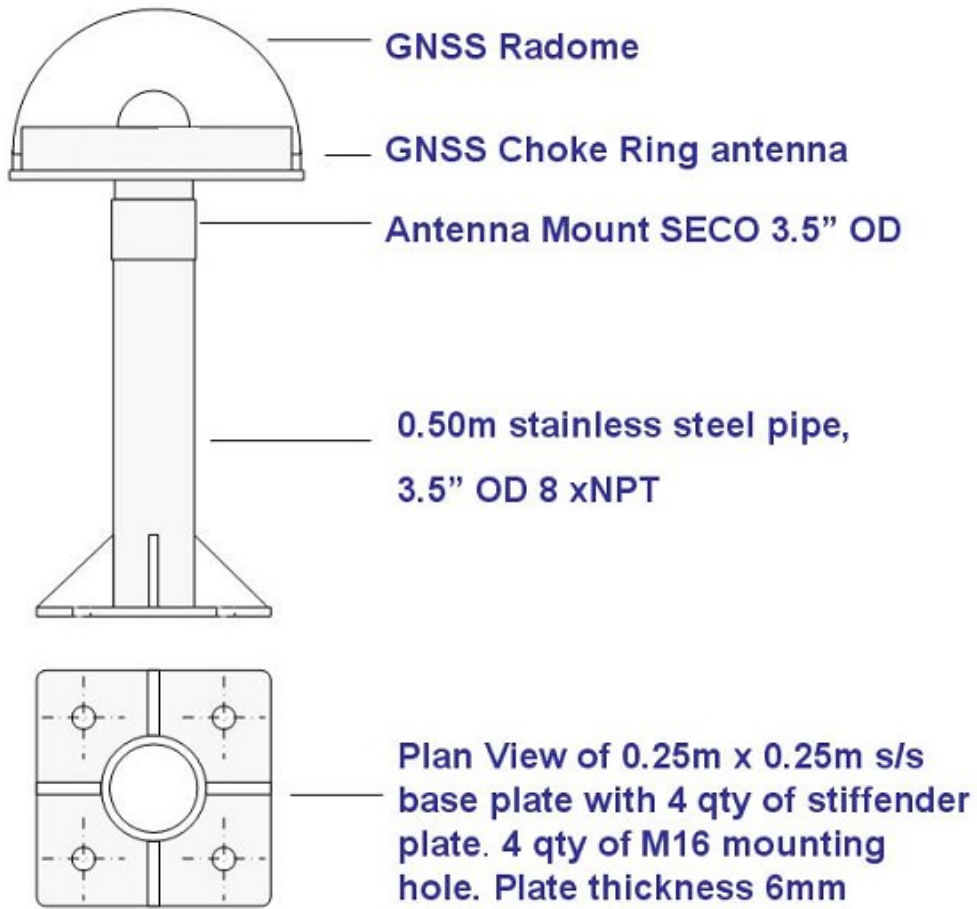
REFERENCE STATION MONUMENT



REFERENCE STATION MONUMENT



REFERENCE STATION MONUMENT



ANTENNA MOUNT

5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

- (i) The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase/work order form and shall be in line with the inspection/test procedures laid down in the technical specifications and the manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified under Technical Specifications should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
- (ii) The acceptance test will be conducted by the committee constituted by the purchaser, where the final delivery is to be made. The committee shall inspect and make recommendations for acceptance of goods & related services offered by the supplier for Final Acceptance by the purchaser or his designated representative. The acceptance will involve successful installation, commissioning, performance by the way of trouble-free operation during the acceptance exercise at site. The acceptance exercise shall be combined with the Training exercise to be imparted by the supplier to SoI personnel. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or bugs in the software should occur. All the software should be complete and no missing modules/ sections will be allowed. The software should be correctly configured to the requirements of SoI. The outputs generated during the acceptance exercise and/or training exercises to demonstrate the successful performance of the equipment/software, shall be taken in to account by the Committee before issuing the Acceptance Certificate.
- (iii) In the event of the equipment and/or on-board software failing to pass the acceptance test, a period not exceeding 15 days will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.
- (iv) Acceptance Test Procedure (ATP) document for supply and installation of equipments at Control Centre, Site Server and Receiver Stations should be provided by the bidder. Acceptance test on the supplied equipment must be conducted as per the ATP document by the bidder and acceptance test procedure given in following paras.
- (v) Manufacturer's test and inspection certificate to be provided along with the supply and installation

- (vi) Initial Acceptance Test for RTK network: The Test shall be carried out in the closed polygonal area bounded by the Five Receiver Stations in and around area chosen by the purchaser at adjoining locations 60-80 km apart, to which the Control Centre & corresponding Site Server have been integrated. If the results of the test do not meet the Technical specifications, it shall be responsibility of the Bidder to identify the extent and cause of error and carry out corrective steps accordingly.
- (vii) Incremental Acceptance Test for RTK Network: Whenever, an additional Receiver Station is commissioned, performance of RTK network shall be checked against the performance indicators specified in the Technical specifications. The Test shall be carried out in the additional closed polygonal area due to integration of the Receiver Station to the RTK Network. If the results of the test do not meet the specifications laid down in the Technical specifications, it shall be responsibility of the Bidder to identify the extent and cause of error and carry out corrective steps accordingly.
- (viii) For First acceptance and further each incremental test following exercise will be carried out
- The sample size should be large enough to validate the outcome statistically. Test points will be chosen in clusters of 10 to 15 points, 20 to 50 meter apart from each other. At least 2 such clusters to be tested in each acceptance.
 - For Acceptance testing purpose RTK rover will be used with bipod or tripod.
 - Test points will be chosen on flat ground, with open sky and no obstruction within 10° elevation mask.
 - Industry standard Geodetic RTK rovers with multi-frequency and multi-constellation support, with proven compatibility to RTCM standards and facility to input Network RTK Correction messages support for VRS and MAC networks, and known Antenna offset parameters (as per NGS Antenna Calibration file), will be used in acceptance test.
 - Results of RTK measurement will be compared with coordinates of points, observed with reference to nearest two or more CORS reference stations, in Static GNSS surveying mode. Static observations will be carried out at 1 Second epoch rate for appropriate duration based on Network Geometry. Static observation will be made using industry standard multi frequency Geodetic grade GNSS instruments.
 - For each cluster (k) of measurements shall consist of n = 2 sets (j) of positions on each point (i = 1, 2, 3.....20).

The deviations, $\varepsilon_{i,j}$, are

$$\varepsilon_{x, i,j} = x_i - x_{i,j}, \varepsilon_{y, i,j} = y_i - y_{i,j}, \varepsilon_{h, i,j} = h_i - h_{i,j}$$

$$\varepsilon_{p, i,j} = (\varepsilon_{x, i,j}^2 + \varepsilon_{y, i,j}^2 + \varepsilon_{h, i,j}^2)^{1/2}$$

where,

x_i, y_i, h_i are the reference value i.e. true values or the corresponding values of the coordinates x and y and heights h of the test points i^{th} point, calculated after post processing of static observation with respect to 2 or more reference stations,

$x_{i,j}, y_{i,j}, h_{i,j}$ are the RTK coordinates of i^{th} point in j^{th} set, and $\varepsilon_{x, i,j}, \varepsilon_{y, i,j}, \varepsilon_{h, i,j}$ are the deviations of the i^{th} measurement of the j^{th} set w.r.t. reference value

$\varepsilon_{p, i, j}$ positional deviation of the i^{th} measurement of the j^{th} set w.r.t. reference value

- g. Atleast 95% of $\varepsilon_{p, i, j}$ positional deviation of each cluster should be within a specified permitted deviation p for the intended measuring task. ‘p’ will be 8 mm +0.5 ppm or 2 cm whichever will be greater, for clusters within polygon bounded by reference station under acceptance test and 8 mm +1 ppm (limited upto range of 20 km from nearest active Reference station) or 2 cm whichever will be greater, for clusters outside polygon bounded by reference station under acceptance test. Where ppm part corresponds to a baseline length between the mean test rover position for the cluster and nearest active Reference station. Said accuracy should be achieved within 5 minutes of RTK observation.
 - h. Reference station with 95 % raw data completeness for last 15 minutes from time of observation, will be considered as active Reference station.
- (viii) Manuals and Drawings:
- (a) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
 - (b) The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
 - (c) Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.
- (ix) For the System and Other Software the following will apply:
- The Supplier shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.
- (x) Acceptance Certificate:
- On successful completion of acceptability test and training exercise, receipt of deliverables etc, and after the Purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the Committee constituted by the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.
- (xi) In case, site locations for all receiver could not be made available to contractor within 270 days from date of signing of contract, Acceptance certificate in respect of control

center, system and other software's, installed receiver stations and training exercise shall be issued in accordance with above clauses.

- (xii) Acceptance of delivery of goods for remaining (uninstalled) receiver stations shall be issued on delivery to designated place. In this case the inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase/work order form and shall be in line with the inspection /test procedures laid down in the technical specifications and the manufacturer's warranty certificate. The purchaser will test the GNSS Receiver and antenna and other critical equipment at place of delivery by the way of trouble-free operation during the acceptance exercise.
- (xiii) Within polygon bounded by reference stations, which are more than 100 km apart from each other, acceptance test shall not be tested for Network RTK accuracy.
- (xivi) After successful installation, commissioning (including Integration with Control center and transmission of N RTK corrections) of first 5 reference stations or further incremental installations and commissioning, supplier shall notify in writing to purchaser for certification. Should the certification (satisfactory or unsatisfactory) not be provided, by the employer within 'two' months of the date of the such notification, or of the date of receipt of the corresponding invoice (whichever is later), the certification will be deemed to have been provided, and the payment pertaining to invoice in accordance with GCC 16 will be released at such date.

**6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE
PURCHASER AFTERSUCCESSFUL 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) Rail/Roadways Receipt No. _____ dated _____

(f) Name of the consignee _____

(g) Date of startup 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. *

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.

7A. TENTATIVE LOCATIONS OF THE RECEIVER STATIONS OF LOT 1

S.NO	LATITUDE	LONGITUDE	TOWN	DISTRICT	STATE
1	25.519385	91.267751	NONGSTOIN	WEST KHASI HILLS	Meghalay
2	23.921134	91.849981	AMBASA	DHALAI	Tripura
3	27.096814	93.637981	ITANAGAR	PAPUM-PARE	Arunachal Pradesh
4	27.247691	95.918618	MANMAO	CHANGLANG	Arunachal Pradesh
5	23.498147	91.331034	MELAGHAR	WEST TRIPURA	Tripura
6	28.851758	94.789777	MIGGING	UPPER SIANG	Arunachal Pradesh
7	25.506085	90.60381	WILLIAM NAGAR	EAST GARO HILLS	Meghalay
8	28.323434	95.968773	HUNLI	LOWER DIBANG VALLEY	Arunachal Pradesh
9	27.57651	91.985505	JANG	TAWANG	Arunachal Pradesh
10	27.205962	92.40211	RUPA	WEST KAMENG	Arunachal Pradesh
11	28.233502	94.14556	TALIHA	UPPER SUBANSIRI	Arunachal Pradesh
12	28.082192	96.520956	HAYULIANG	ANJAW	Arunachal Pradesh
13	28.674563	96.156729	MALINYE	DIBANG VALLEY	Arunachal Pradesh
14	25.866151	90.078085	PHULBARI	WEST GARO HILLS	Meghalay
15	25.470496	89.936706	AMPATI	WEST GARO HILLS	Meghalay
16	28.105949	95.004976	YEMSING	EAST SIANG	Arunachal Pradesh
17	27.594845	93.825426	OLD ZIRO	LOWER SUBANSIRI	Arunachal Pradesh
18	28.392335	95.247915	MOPOM ADIPASI CIRCLE	UPPER SIANG	Arunachal Pradesh
19	25.898984	91.881291	NONGPOH	RI BHOI	Meghalay
20	25.901175	90.609527	RESUBELPARA	EAST GARO HILLS	Meghalay
21	25.192762	90.645933	BAGHMARA	SOUTH GARO HILLS	Meghalay
22	25.576045	91.882528	SHILONG	EAST KHASI HILLS	Meghalay
23	25.2792	91.722745	NONGSAWLIA	EAST KHASI HILLS	Meghalay
24	25.358712	92.36697	KHLIEHRIAT	JAINTIA HILLS	Meghalay
25	25.224484	91.240334	RANIKOR	WEST KHASI HILLS	Meghalay
26	25.718752	92.383252	KHANDULI	JAINTIA HILLS	Meghalay
27	25.840045	91.172425	BOKO	WEST KHASI HILLS	Meghalay
28	23.797479	91.295829	DULKI	WEST TRIPURA	Tripura
29	23.076071	91.643246	MANU BAZAR	SOUTH TRIPURA	Tripura
30	24.064295	91.582332	PADMABIL	WEST TRIPURA	Tripura
31	23.594787	91.822791	SARMA	DHALAI	Tripura
32	24.373408	92.165526	DHARMANAGAR	NORTH TRIPURA	Tripura
33	23.946239	92.207161	DASDA BAZAR	NORTH TRIPURA	Tripura
34	23.708077	92.716906	TLANGNUAM	AIZAWL	Mizoram
35	24.336755	92.719245	BILKHAWTHLIR	KOLASIB	Mizoram
36	23.182066	92.488875	WEST BUNGHMUN	LUNGLEI	Mizoram

37	22.738672	93.049585	SANGAU	SAIHA	Mizoram
38	22.313851	93.025234	TUIPANG	SAIHA	Mizoram
39	22.619379	92.639309	CHAWNGTE	LAWNGTLAI	Mizoram
40	23.171709	93.220131	KHWABUNG	CHAMPHAI	Mizoram
41	23.88505	93.21119	NGOPA	CHAMPHAI	Mizoram
42	23.309543	92.857116	SERCHHIP	SERCHHIP	Mizoram
43	23.521654	93.186164	KHAWZAWL	CHAMPHAI	Mizoram
44	22.373371	92.753153	BUNGLANG	LAWNGTLAI	Mizoram
45	23.620023	92.461197	LALLEN	MAMIT	Mizoram
46	24.561877	92.458891	RAMKRISHNA NAGAR	KARIMGANJ	Assam
47	26.104753	89.825292	GOLAKGANJ	DHUBRI	Assam
48	26.325782	91.007571	BARPETA	BARPETA	Assam
49	26.662039	91.341072	MUSHALPUR	BAKSA	Assam
50	26.180598	91.753943	GUWAHATI	KAMRUP METRO	Assam
51	26.750382	92.097725	UDALGURI	UDALGURI	Assam
52	26.251491	92.344384	MARIGAON	MORIGAON	Assam
53	26.622993	92.797608	TEZPUR	SONITPUR	Assam
54	26.843563	93.475993	HELEM	SONITPUR	Assam
55	26.175775	93.137144	PHULONI	KARBI ANALOG	Assam
56	25.302128	93.133292	MAIBONG	N.C HILLS	Assam
57	25.752738	93.1683	LUMDING	NAGAON	Assam
58	25.507827	92.73428	UMRANGSO	N.C HILLS	Assam
59	25.920536	93.727973	DIMAPUR	DIMAPUR	Nagaland
60	26.510786	93.967824	GOLAGHAT	GOLAGHAT	Assam
61	27.082716	93.997842	NIZ LAKUK	LAKHIMPUR	Assam
62	26.809818	94.524965	AMGURI	SIBSAGAR	Assam
63	27.026694	95.021367	SONARI	SIBSAGAR	Assam
64	27.48446	94.901945	DIBRUGARH	DIBRUGARH	Assam
65	27.487972	95.360186	TINSUKIA	TINSUKIA	Assam
66	27.434812	94.316003	GOGAMUKH	DHEMAJI	Assam
67	27.203038	94.43985	DHAKUAKHANA	LAKHIMPUR	Assam
68	27.827046	95.647917	SADIYA	TINSUKIA	Assam
69	27.289532	95.672714	MARGHERITA	TINSUKIA	Assam
70	26.739662	90.533808	AMTIKA	CHIRANG	Assam
71	24.878689	92.573075	KATIGORA	CACHAR	Assam
72	24.812563	93.110284	JIRIBAM	CACHAR	Assam
73	24.539048	92.83388	BANGRAM, BHAGA	CACHAR	Assam
74	27.827253	95.217185	JONAI	DHEMAJI	Assam
75	25.934516	92.701451	DONGKAMUKAM	KARBI ANALOG	Assam
76	26.589104	93.415295	KOHORA	GOLAGHAT	Assam
77	26.194221	93.861136	SARUPATHAR	GOLAGHAT	Assam
78	26.566115	90.065359	KOCHUGAON	KOKRAJHAR	Assam
79	26.318835	90.465816	BAHALPUR	DHUBRI	Assam
80	27.905278	93.353546	KOLORIANG	KURUNG KUMEY	Arunachal Pra- des
81	27.570997	92.777672	LADA CIRCLE	EAST KAMENG	Arunachal Pra- des
82	28.019323	93.750644	TOLI	KURUNG KUMEY	Arunachal Pra- des

83	27.73331	94.379724	SIBE CIRCLE	WEST SIANG	Arunachal Pradesh
84	27.983118	94.687942	BASAR	WEST SIANG	Arunachal Pradesh
85	28.7	95.7	ANINI	DIBANG VALLEY	Arunachal Pradesh
86	27.92542	96.164714	TEZU	LOHIT	Arunachal Pradesh
87	27.884389	96.812447	HAWAI	ANJAW	Arunachal Pradesh
88	26.887282	95.320301	LONGDING	TIRAP	Arunachal Pradesh
89	27.01363	95.709024	KHIMIYANG	TIRAP	Arunachal Pradesh
90	27.487302	96.206339	MIAO	CHANGLANG	Arunachal Pradesh
91	27.665839	95.861432	NAMSAI	LOHIT	Arunachal Pradesh
92	27.191441	97.000386	VIJAYNAGAR	CHANGLANG	Arunachal Pradesh
93	27.60436	96.567249	DEBAN FOREST CAMP	CHANGLANG	Arunachal Pradesh
94	28.839984	95.156826	SINGA	UPPER SIANG	Arunachal Pradesh
95	28.167496	95.423471	MEBO	EAST SIANG	Arunachal Pradesh
96	28.128822	97.016552	WALONG	ANJAW	Arunachal Pradesh
97	28.369199	93.611455	LIMEKING	UPPER SUBANSIRI	Arunachal Pradesh
98	26.959046	93.011348	WEST DEKORAI	EAST KAMENG	Arunachal Pradesh
99	28.628867	94.354105	PIDI	WEST SIANG	Arunachal Pradesh
100	28.41339	94.67881	KAYING	WEST SIANG	Arunachal Pradesh
101	27.470192	93.165661	GYAWE PURANG CIRCLE	EAST KAMENG	Arunachal Pradesh
102	26.689011	95.183508	PHOMCHING	MON	Nagaland
103	26.810319	94.810053	NAGINIMORA	MON	Nagaland
104	26.498841	94.44079	MANGKOLEMBA	MOKOKCHUNG	Nagaland
105	26.205933	94.201778	SANIS	WOKHA	Nagaland
106	25.349896	93.598218	TENING	PEREN	Nagaland
107	25.648397	93.668943	JALUKIE TOWN	PEREN	Nagaland
108	25.737572	94.774332	PHOR	PHEK	Nagaland
109	26.200268	95.020859	NOKLAK	TUENSANG	Nagaland
110	25.668374	94.263189	CHETHEBA	PHEK	Nagaland
111	26.303671	94.614812	CHARE	TUENSANG	Nagaland
112	25.272663	94.026749	SENAPATI	SENAPATI	Manipur
113	25.316892	94.498352	CHINGAI	UKHRUL	Manipur
114	24.800609	93.937	IMPHAL	IMPHAL WEST	Manipur
115	24.236039	93.025139	TIPAIMUKH	CHURACHANDPUR	Manipur
116	24.144659	93.590325	SINGHAT	CHURACHANDPUR	Manipur
117	24.483256	93.523346	HENGLEP	CHURACHANDPUR	Manipur

118	24.98586	93.503997	TAMENGLONG	TAMENGLONG	Manipur
119	24.857785	94.510776	KAMJONG	UKHRUL	Manipur
120	24.509701	94.141953	MACHI	CHANDEL	Manipur
121	24.210295	93.902829	CHAKPI KA- RONG	CHANDEL	Manipur

The locations listed above are only tentative and subject to change.

If, in a Case, Site for installation of all CORS Receiver stations could not be provided within 270 days date of signing of contract, Goods listed in Row 2a and 2b of Sub Section 1 - LIST OF GOODS AND DELIVERY SCHEDULE of Section V, in respect of CORS reference stations for which site could not be provided, will be delivered to following Address

Office of Additional Surveyor General,
North Eastern Zone, Survey of India
Post Box No.-89, Malki,
SHILLONG - 793 001 (Meghalaya)

7B. TENTATIVE LOCATIONS OF THE RECEIVER STATIONS OF LOT 2

S.NO	LATITUDE	LONGITUDE	TOWN	DISTRICT	STATE
1	25.010133	88.135296	MALDA	MALDA	WEST BENGAL
2	25.622506	88.11460471	RAIGANJ	UTTAR DINAJ-PUR	WEST BENGAL
3	23.510053	87.31716732	DURGAPUR	PASCHIM BARDDHAMAN	WEST BENGAL
4	24.098977	88.25019571	BERHAMPORE	MURSHIDABAD	WEST BENGAL
5	23.243535	87.85421436	BARDDHAMAN	PURBA BARDDHAMAN	WEST BENGAL
6	23.964733	87.68999796	SAINTHIA	BIRBHUM	WEST BENGAL
7	25.229823	88.77963836	BALURGHAT	DAKSHIN DINAJPUR	WEST BENGAL
8	26.523522	88.72237605	SHANTI PAR, JALPAIGURI	JALPAIGURI	WEST BENGAL
9	26.124339	89.46365705	DINHATA	KOCHBIHAR	WEST BENGAL
10	26.500748	89.53477313	ALIPUR DUAR	ALIPUR DUAR	WEST BENGAL
11	26.683506	88.19975861	NAKSALBARI	DARJEELING	WEST BENGAL
12	27.041613	88.2523498	LIMBUGAON, DARJEELING	DARJEELING	WEST BENGAL
13	27.325434	88.60673236	GANGTOK	EAST	SIKKIM
14	26.864466	88.74443801	MAL BAZAR	JALPAIGURI	WEST BENGAL
15	27.369596	88.22151929	YUKSOM	WEST	SIKKIM
16	27.689725	88.74165457	LACHUNG	NORTH	SIKKIM
17	27.500419	88.53659984	MANGAN	NORTH	SIKKIM
18	26.516272	89.2043958	FALAKATA	ALIPUR DUAR	WEST BENGAL
19	23.700207	86.97534158	ASANSOL	PASCHIM BARDDHAMAN	WEST BENGAL
20	23.315689	86.3630942	PURULIYA	PURULIYA	WEST BENGAL
21	23.060669	86.66052114	MANBAZAR	PURULIYA	WEST BENGAL
22	22.341327	87.3050857	KHARAGPUR	WEST MEDINI-PUR	WEST BENGAL
23	22.770544	87.02266924	SARENGA	BANKURA	WEST BENGAL
24	22.397041	87.75121514	PANSKURA	EAST MEDINI-PUR	WEST BENGAL
25	22.581003	88.36440235	KOLKATA	KOLKATTA	WEST BENGAL
26	22.884976	87.79372707	ARAMBAGH	HUGLY	WEST BENGAL
27	23.072644	87.32455659	BISHNUPUR	BANKURA	WEST BENGAL
28	23.306873	86.96589185	CHHATNA	BANKURA	WEST

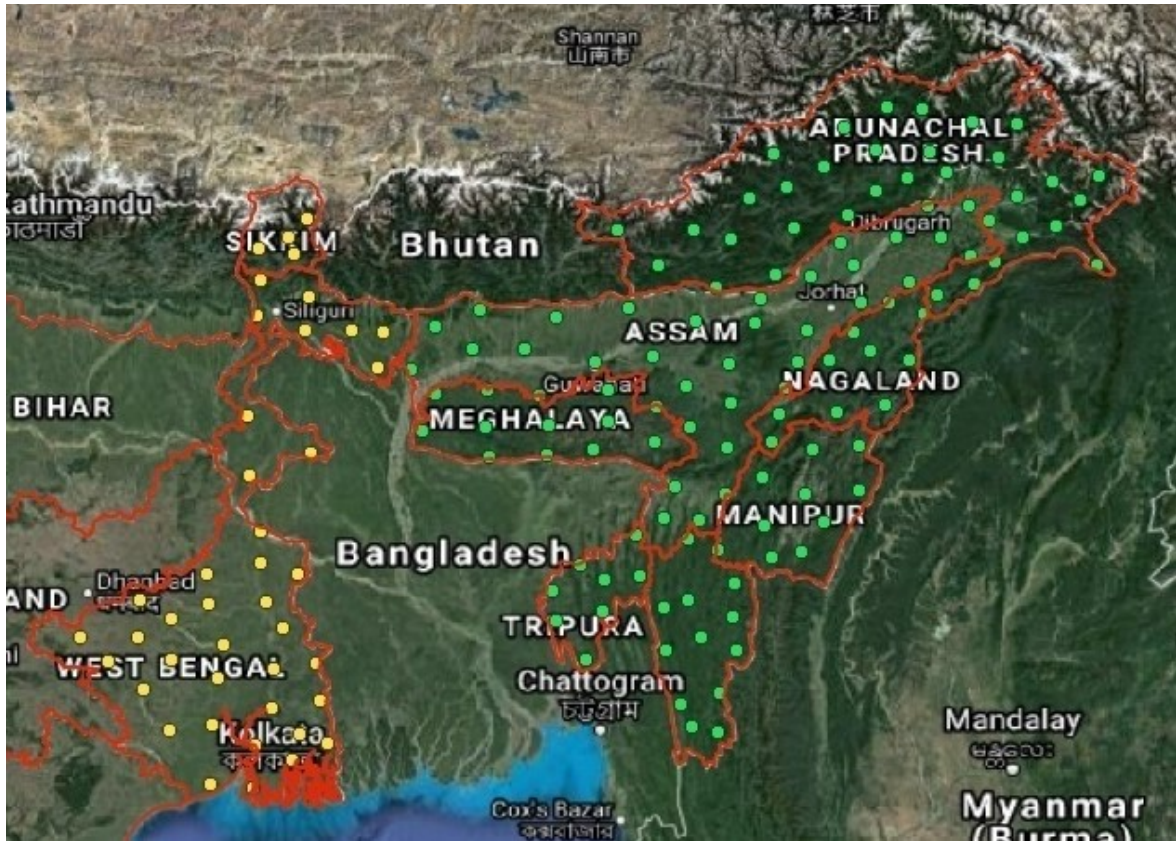
					BENGAL
29	21.780814	87.73030153	CONTAI	EAST MEDINI-PUR	WEST BENGAL
30	21.738474	88.16275181	SAGAR ISLAND	SOUTH 24 PARAGANA	WEST BENGAL
31	23.661302	87.69661333	BOLPUR	BIRBHUM	WEST BENGAL
32	23.687864	88.30243393	DEBAGRAM	NADIA	WEST BENGAL
33	23.40176	88.48263407	KRISHNANAGAR	NADIA	WEST BENGAL
34	23.982313	88.62939778	KARIMPUR	NADIA	WEST BENGAL
35	24.420785	88.25452227	LALGOLA	MURSHIDABAD	WEST BENGAL
36	23.042298	88.82609416	BANGAON	NORTH 24 PARAGANA	WEST BENGAL
37	22.987817	88.37786928	MAGRA	HUGLY	WEST BENGAL
38	22.661591	88.8700649	BASIRHAT	NORTH 24 PARAGANA	WEST BENGAL
39	22.307681	88.66247241	CANNING	SOUTH 24 PARAGANA	WEST BENGAL
40	22.20027	88.95015936	KUMIRMARI	SOUTH 24 PARAGANA	WEST BENGAL
41	22.190653	88.19065559	DIAMOND HARBOUR	SOUTH 24 PARAGANA	WEST BENGAL
42	22.027028	88.58632715	KULTALI	SOUTH 24 PARAGANA	WEST BENGAL

The locations listed above are only tentative and subject to change.

If, in a Case, Site for installation of all CORS Receiver stations could not be provided within 270 days date of signing of contract, Goods listed in Row 2a and 2b of Sub Section 1 - LIST OF GOODS AND DELIVERY SCHEDULE of Section V, in respect of CORS reference stations for which site could not be provided, will be delivered to following Address

Office of Director, West Bengal & Sikkim Geo-spatial Data Centre, Survey of India, No.13, Wood Street, KOLKATA PIN – 700016

Tentative Location of Receiver Stations



PART 3 – CONTRACT

SECTION VI – GENERAL CONDITIONS OF CONTRACT

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

1. Definitions	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none">(a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, 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 the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.(f) “GCC” mean 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, start-up, training and 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.
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	<p>(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.</p> <p>(n) “The Project Site,” where applicable, means the place named in the SCC.</p> <p>(o) “Scope of Work” where applicable, means Delivery, installation, commissioning of Goods and performance of related services as specified in the SCC.</p>
<p>2. Contract Documents</p>	<p>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.</p>
<p>3. Code of Integrity for Public Procurement (CIPP)</p>	<p>3.1 Suppliers are required to abide by the Code of Integrity for Public Procurement (CIPP). In case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on. (Rule 175 of GFR 2017)</p> <p>3.2 Suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts</p> <ul style="list-style-type: none"> a) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution; b) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract; c) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or

	<p>without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>d) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>e) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and</p> <p>f) “Obstructive practice”: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;</p> <p>3.3 Procuring authorities as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or/and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and</p> <p>3.4 Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:</p>
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	<p>3.4.1 Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;</p> <p>3.4.2 Forfeiture or encashment of any other security or bond relating to the procurement;</p> <p>3.4.3 Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate.</p> <p>3.4.4 Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;</p> <p>3.4.5 In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;</p> <p>3.4.6 Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p>
<p>4. Interpretation</p>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.</p> <p>(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.</p> <p>4.3 Entire Agreement</p> <p>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.</p> <p>4.4 Amendment</p> <p>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.</p> <p>4.5 Non-waiver</p>

	<p>(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.</p> <p>(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.</p> <p>4.6 Severability</p> <p>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.</p>
<p>5. Language</p>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be 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 language, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 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.</p>
<p>6. Deleted</p>	
<p>7. Effectiveness of Contract</p>	<p>7.1 This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC</p> <p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, 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.</p>

<p>8. Notices</p>	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<p>9. Governing Law</p>	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.</p>
<p>10. Settlement of Disputes</p>	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<p>11. Inspections and</p>	<p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and</p>

Audit	<p>systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs</p> <p>11.2 Inspection and Audit shall be carried out as per provisions of GFR 2017.</p>
12. Scope of Supply	12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract .
13. Delivery and Documents	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC .
14. Supplier's Responsibilities	14.1 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.
15. Contract Price	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC .
16. Terms of Payment	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in</p>

	full, whether before or after judgment or arbitrage award.
17. Taxes and Duties	17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
18. Performance Security	<p>18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees and shall be in the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
19. Copyright	19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
20. Confidential Information	20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

	<p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<p>21. Subcontracting</p>	<p>21.1 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.</p> <p>21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
<p>22. Specifications and Standards</p>	<p>22.1 Technical Specifications and Drawings</p> <ul style="list-style-type: none"> (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V , Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards

	<p>whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>
23. Packing and Documents	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
24. Insurance	<p>24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p>
25. Transportation & Incidental Services	<p>25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> <p>25.2 The Supplier may be required to provide any or all of the</p>

	<p>following services, including additional services, if any, specified in Schedule of Requirements and SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods <p>25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p>
<p>26. Inspections and Tests</p>	<p>26.1 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.</p> <p>26.2 If specified in SCC, 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 26.3, 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.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, 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.</p> <p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including</p>

	<p>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.</p> <p>26.5 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.</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7 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 26.4.</p> <p>26.8 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 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<p>27. Liquidated Damages</p>	<p>27.1 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 the percentage specified in the SCC of 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 the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<p>28. Warranty</p>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and</p>

	<p>of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<p>29. Patent Indemnity</p>	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p>

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

<p>30. Limitation of Liability</p>	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p>
<p>31. Change in Laws and Regulations</p>	<p>31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
<p>32. Force Majeure</p>	<p>32.1 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.</p> <p>32.2 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 Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>

	<p>32.3 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.</p>
<p>33. Change Orders and Contract Amendments</p>	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier. <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p>34. Extensions of Time</p>	<p>34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of</p>

	<p>the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<p>35. Termination</p>	<p>35.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>35.2 Termination for Insolvency.</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without</p>

	<p>compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>35.3 Termination for Convenience.</p> <p>(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.</p> <p>(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:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p> <p>35.4 In the event the budget is curtailed by GoI and it would not be possible to make future payments to Supplier due to shortage of budget, the Contract may be terminated with approval of competent authority of GoI.</p>
<p>36. Supplier's Personnel</p>	<p>36.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix A. The Key Personnel and Subcontractors listed by title as well as by name in Appendix A are hereby approved by the Purchaser.</p> <p>(a) Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Supplier, it becomes necessary to replace any of the Key Personnel, the Supplier shall provide as a</p>

	<p>replacement a person of equivalent or better qualifications.</p> <p>(b) If the Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Supplier shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.</p> <p>(c) The Supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
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SECTION VII. 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(i)	The Purchaser is: Surveyor General of India, Survey of India Hathibarkhala Estate, Dehra Dun, 248001 Tele./Office:0135-2744268 / Fax: +91-135-2743331 Email: sgo.technical.soi@gov.in	
GCC 1.1 (n)	The Project Sites/Final Destinations are: <i>In Parts of North Eastern India and The State of West Bengal as per Schedule V</i>	
GCC 1.1 (o)	Activities envisaged under the scope are as follows: - a) CORS Receiver Stations shall be installed (as specified/marked in Sub-section 7 of Section V Schedule of Requirement and as per Sub-section 3 Technical Specification). Installation of said Reference stations will include erection of pillars, supply and installation of hardware, software, networking instruments, peripherals and accessories, as per Technical Detail Forms at 1, 3 and 4 of Sub-section 3 Technical Specification of Section V Schedule of Requirement. b) Supply, installation and Commissioning of software for Control Center as per Technical Detail Forms at Sl. No. 4 of Sub-section 3 Technical Specification of Section V Schedule of Requirement	
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.	
GCC 4.2 (b)	The version edition of Incoterms shall be 2010	
GCC 7.1	The date on which this Contract shall come into effect is date of signing of Contract by both the parties.	
GCC 8.1	For notices , the Purchaser's address shall be: <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td>Surveyor General of India, Survey of India, Hathibarkhala Estate, Dehra Dun (Uttarakhand) -248 001, Tele./Office:0135-2744268 / Fax: +91-135 2743331 Email: sgo.technical.soi@gov.in</td> </tr> </table>	Surveyor General of India, Survey of India, Hathibarkhala Estate, Dehra Dun (Uttarakhand) -248 001, Tele./Office:0135-2744268 / Fax: +91-135 2743331 Email: sgo.technical.soi@gov.in
Surveyor General of India, Survey of India, Hathibarkhala Estate, Dehra Dun (Uttarakhand) -248 001, Tele./Office:0135-2744268 / Fax: +91-135 2743331 Email: sgo.technical.soi@gov.in		
GCC 10.2	Settlement of Disputes The dispute settlement mechanism to be applied shall be as follows: a) In case of Dispute or difference arising between the Purchaser	

and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 2015 as amended up-to-date. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India) or any other person nominated by him whose decision will be final binding. The venue of arbitration shall be New Delhi, India.

- b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India) or any other person nominated by him whose decision will be final binding.
- c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (India) or any other person nominated by him in both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of such order making such an appointment shall be furnished to each of the parties.
- d) Arbitrator/s will be paid TA/DR at a rate *admissible to Joint Secretary level officer in Survey of India and a fees of INR 3000/= per day*
- e) Arbitration proceedings shall be held at DELHI, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- f) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each

	<p>party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>g) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India) or any other person nominated by him.</p> <p>h) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p>
GCC 10.3	The designated Appointing Authority for a new Adjudicator is the President of the Institution of Engineers (India)
GCC 12.1 and 25.2	The scope of supply for the Goods and Related Services to be supplied shall be as specified below: The scope of the supply including the related services is as given in Schedule of Requirements.
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) TWO Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) TWO Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the Supplier's factory inspection report; and (vii) Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
GCC 14.1	1) Providing Power Supply at receiver station and Communication line (ADSL/Broadband connection and

	<p>GSM/CDMA both) at receiver station shall be responsibility of supplier. However requisite documents for taking connection will be provided by the purchaser</p> <p>2) Monthly/recurring expenses for power supply and Communication lines (ADSL/Broadband connection and GSM/CDMA both) at receiver stations shall be borne by contractor for complete duration of contract period.</p> <p>3) Rectification of any fault in Power Supply/Communication line connection through appropriate authority shall be responsibility of contractor for complete duration of contract period. Any expenditure necessary for it shall be borne by contractor. Acceptable downtime for carrying out necessary rectification/ maintenance shall be as per GCC 28.5.</p> <p>4) Comprehensive insurance of equipment installed at each receiver station against fire, theft, vandalism etc.from the date of installation till completion of contractual period. Insurance will be taken by Supplier in the name of purchaser and to be included in Price schedule.</p>
GCC 15.1	<p>The Contract Price is :</p> <p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
GCC 16.1	<p>Payment shall be made in Indian Rupees in the following manner:</p> <ul style="list-style-type: none"> i. Advance payment of Twenty Five (25) % of total contract price including total GST amount shall be paid to supplier on submission of irrevocable Bank Guarantee valid for 1year from date of signing contract, of an equivalent amount from a nationalized bank or all Commercial scheduled bank in the prescribed format. And Full amount of advance payment will be adjusted at the payment stage (ii) or (v) given below, as applicable ii. On Delivery of goods and installation and commissioning of Control Centre and at least 60% receiver Stations under the contract,; Fifty(50) % of the total contract price including total GST amount charged in Invoice against above said works shall be paid within thirty (30) days on completion of above said Work against a acceptance report from purchaser or another form acceptable to the Purchaser; advance payment made in accordance with point (i), shall be fully adjusted while releasing payment at this stage. And iii. On Final Acceptance: Thirty (30) % of the Contract Price including total GST amount charged in Invoice against above said works shall be paid within thirty (30) days on submission of the documents specified in Clause 13 of SCC after delivery of all the equipment's, its successful

installation and Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section V- item 5.

iv. If in a case, sites for installation of all CORS receiver station could not be made available to contractor within 270 days from date of signing of contract, "70% of contract price" or "sum of Payment in respect of following", whichever is less, shall be made within thirty (30) days on submission of the documents specified as below.

a. Goods listed in Row 1a, 1b and 1c of Sub Section 1 - LIST OF GOODS AND DELIVERY SCHEDULE of Section V, Services in row 1 of Sub Section 2 - LIST OF RELATED SERVICES AND COMPLETION SCHEDULE of Section V if not paid in earlier payment stage, on submission of "Acceptance Test for RTK network" issued by the Purchaser's representative in the proforma given in Section V- item 5

b. Goods listed in Row 2a and 2b of Sub Section 1 - LIST OF GOODS AND DELIVERY SCHEDULE and Services in row 2 and 7 of Sub Section 2 - LIST OF RELATED SERVICES AND COMPLETION SCHEDULE of Section V, for installed and accepted receiver stations (in addition to quantity paid in earlier payment stage if any) on Pro-rata basis on submission of documents specified in Clause 13 of SCC after delivery of all the equipment's, its successful installation and Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section V- item 5.

c. Goods listed in Row 2a and 2b of Sub Section 1 - LIST OF GOODS AND DELIVERY SCHEDULE of Section V , for remaining (Uninstalled) receiver stations, on submission of proof of delivery to location designated in Section V- Schedule of Requirements - sub section 7, and acceptance of delivery of goods in accordance with clause (xi) of Section V- item 5.

d. Related Services listed in row 3, and 4 of Sub Section 2-LIST OF RELATED SERVICES AND COMPLETION SCHEDULE of Section V, on submission of acceptance certificate for said related services in accordance with of Section V- item 5

Advance payment made in accordance with point (i), if not adjusted in earlier payment stage, shall be fully adjusted while releasing payment

at this stage

- v. Related Services listed in row 2 and 7 of Sub Section 2 - LIST OF RELATED SERVICES AND COMPLETION SCHEDULE of Section V, for remaining (Uninstalled) receiver stations, shall be paid on pro rata basis (limited to 70% of contract price) on submission of documents specified in Clause 13 of GCC after delivery of all the equipment's, its successful installation and Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section V- item 5. Any payment balance to 80% of contract value, will be paid after successful installation of last receiver station. In this case, transportation of equipments from purchaser's location to final destination will be responsibility of contractor. No additional payment towards said transportation, insurance and other services required to convey the Goods to their final destination will be made.
 - vi. On completion of each year of comprehensive operational and maintenance period: (Twenty) 20 % of the Contract Price including total GST amount charged in Invoice against operation and Maintenance shall be paid on pro rata basis annually @ 4 (four)% per year for 5 years within thirty (30 days) on submission of certificate of successful completion of respective operation and Maintenance year wise issued by purchaser.
 - vii. Start of operation and Maintenance year shall be counted for above payment term, from date of issuance of certificate for Acceptance of at least 15 receiver stations, issued by the Purchaser's representative in the proforma given in Section V- item 5, or acceptance of delivery of goods in accordance with clause (xi) and (xii) of Section V- item 5, whichever is earlier.
- (b) Payment of Local Taxes such as GST will be against valid Invoice as per GST ACT & Rules and submission of GST Registration Certificate along with declaration that "GST Registration is valid and all liabilities towards GST have been discharged by the vendor". GST amount will be paid within 30 days of submission of valid Invoice and all required documents and declaration by vendor.
- (c) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section VIII. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a

	<p>foreign bank operating in India. (ii) Bank guarantees for advance payment shall be released not later than 30 days after final adjustment of advance payment in subsequent payment stages.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is 4%.</p>
GCC 17	<p>In the case of GST waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.8 of Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits; the purchaser will not compensate the supplier separately.</p>
GCC 18.1	<p>Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be for period of 6 months from date of correction/replacement or original warranty period, whichever is later.</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of a “Bank Guarantee” drawn in favour of the Purchaser.</p>
GCC 18.4	<p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.</p>
GCC 18.5	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.</p>
GCC 23.2	<p>Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number. Suppliers should use recycled materials as much as possible for</p>

	packing
GCC 24.1	The insurance shall be paid in an amount equal to 100 percent of the EXW value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p> <p>If, in a case, where Site for installation of all CORS Receiver stations could not be provided within 270 days from the date of signing of contract, Goods listed in Row 2a and 2b of Sub Section 1 - LIST OF GOODS AND DELIVERY SCHEDULE of schedule VII, in respect of CORS reference stations for which site could not be provided, will be delivered to purchasers designated place. Transportation of equipments from purchaser’s designated place to final destination will be responsibility of contractor. The contractor shall be responsible for taking insurance of an amount equal to 100% of EXW value of goods, being transported, from purchaser designated place to final destination on all risk basis including war and strike risk. No additional payment towards said transportation, insurance and other services required to convey the Goods to their final destination will be made.</p>
GCC 25.2	Incidental services to be provided are: As per GCC Clause 25.2
GCC 26.1	The inspections and tests shall be: As stated in Sub-Section 5 of schedule of requirements.
GCC 26.2	The Inspections and tests shall be conducted at: Sites of Final Delivery As specified in the AITB corresponding to clause 14.8 of ITB and sub-section 7 of Section V Schedule of Requirement. No Pre-dispatch inspection, until required by Government, shall be carried out.
GCC 27.1	The liquidated damages shall be: 0.01% of contract price per day or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC 28.3	<p>The period of validity of the Warranty shall be: 5 years</p> <p>For purposes of the Warranty, the places of final destinations shall be: Office of Surveyor General of India, Survey of India, Hathibarkala Estate, Dehra Dun (Uttarakhand) -248 001, Tele./Office:0135-2744268 / Fax: +91-135-2743331 Email: sgo.technical.soi@gov.in</p>

	In partial modification of the provisions, the warranty period shall be 5 years from date of acceptance of the Goods and successful operation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,
GCC 28.5	The period for repair or replacement shall be: a) For Control Center 72 hours from time of reporting. If repair and replacement not be completed within 72 working hours, penalty of Rs 25000/- per day shall be charged over period in which control center remains un-operational. b) For Receiver station 7 working days from time of reporting. If repair and replacement not be completed within 7 working days, penalty of Rs 5000/- per day per station shall be charged over period in which receiver station remains un-operational.
GCC 31.1	This clause will apply only to variations in GST payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.
Add GCC 37 Exit Management	This clause sets out the provisions which will apply on expiry or termination of the Contract and Scope of Work including the extensions of the Contract, if any. 37.1 Transfer of Assets 37.1.1 The list of all the Assets including the IT infrastructure server software licenses, Source Code including the modifications during the tenure of Agreement to be transferred/ handed over to purchaser should be prepared by Supplier and to be physically verified by authorized representative of purchaser. The hardware should be in accordance with as mentioned in the RFP documents & Contract document 37.1.2 In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Supplier, the Supplier shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to purchaser 37.1.3 All titles to the Assets to be transferred to purchaser on the last day of the exit management period. All hardware supplied, software & documents etc. used/supplied by Supplier shall be the legal properties of purchaser.

37.2 The Supplier shall handover over all Confidential Information and all other related materials in its possession to purchaser.

37.2.1 Cooperation and Provision of Information

37.2.2 The Supplier will allow purchaser access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.

37.3 Properly on reasonable request by purchaser, the Supplier shall provide access to and copies of all information held or controlled by it. Purchaser shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Supplier shall permit the department or its nominated agencies and/or any Replacement Party to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Supplier and to assist appropriate knowledge transfer.

37.4 Confidential Information, Security and Data

The Supplier will promptly on the commencement of the exit management supply to Purchaser or its nominated agencies the following:

37.4.1 Information relating to the current supplies and services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the supplies and services.

37.4.2 Documentation relating to Intellectual Property Rights.

37.4.3 All current and updated departmental data as is reasonably required for purposes of Purchaser or User Departments transitioning the services to its Replacement Party in a readily available format.

37.4.4 All other information (including but not limited to documents, records and agreements) relating to the supplies and services reasonably necessary to enable Purchaser or User Departments, or its Replacement Party to carry out due diligence in order to transition the provision of the Services to Purchaser or User Departments, or its Replacement Party (as the case may be).

37.5 Right of Access to Premises

37.5.1 At any time during the exit management period, where Assets are located at the Suppliers premises, the Supplier will be obliged to give reasonable rights of access to Purchase, User Departments, and/or any Replacement Party.

37.5.2 The Suppliers shall also give Purchaser or User Departments, or any Replacement Party right of reasonable access to the Suppliers premises and shall procure the department or User Department and any Replacement Party rights of access to relevant third party premises during the exit management period and for such period of time as is reasonably necessary to migrate the services to Purchaser or User Departments, or a Replacement Party.

37.6 General Obligations of the Supplier

37.6.1 The Supplier shall provide all such information as may reasonably be necessary to effect handover as practicable in the circumstances Purchaser or its nominated agencies or its replacement Party and which the Supplier has in its possession or control at any time during the exit management period.

37.6.2 The Supplier shall commit adequate resources to comply with its obligations under this Exit Management Clause.

37.7 Exit Management Plan

The Supplier shall provide Purchaser or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management as a whole:

37.7.1 A detailed programme of the transfer process that could be used in conjunction with a Replacement Party and of the management structure to be used during the transfer.

37.7.2 Plans for communication with such of the Supplier's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Purchaser's or User department's operations as a result of undertaking the transfer.

37.7.3 Plans for provision of contingent support to Purchaser or User Departments, and Replacement Party for a reasonable period after transfer for the purposes of providing service for replacing the Services.

37.7.4 Exit Management Plan shall be presented by the Supplier to and approved by the Purchaser or User Departments. During the exit management period, the Supplier shall use its best efforts to deliver the services.

Appendix A. Key Personnel

1	Title of Position : Project Manager	
	Name:	
2	Title of Position : Software Engineer/Control Center Incharge	
	Name :	
3	Title of Position : Field Supervisor	
	Cluster 1 : (i)	(ii)
	Cluster 2 : (i)	(ii)
	Cluster 3 : (i)	(ii)
	

SECTION VIII – CONTRACT FORMS

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1. LETTER OF ACCEPTANCE

[Letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated . . . *[insert date]* . . . for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section VIII, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier 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”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - (a) The letter of Acceptance
 - (b) this Contract Agreement
 - (c) The Supplier’s letter of Bid and original completed Schedules including Price Schedules
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (g) Non Disclosure agreement

(h) *[Add here any other document(s) listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

3. PERFORMANCE SECURITY - BANK GUARANTEE

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier⁴]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁵]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which

⁴ _____
In the case of a JV, insert the name of the Joint Venture

⁵ _____
An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

may be made between you and the Applicant 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 until (i.e.) 60 days following the Completion date of the Contract including any warranty obligations⁶, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁶ Completion date as described in GC Clause 18.4

4. ADVANCE PAYMENT SECURITY

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, _____ *[name and address of Supplier⁷]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee⁸]* _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding _____ *[amount of guarantee]* _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between _____ *[name of Purchaser]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

⁷ In the case of a JV, insert the name of the Joint Venture

⁸ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [*name of Purchaser*] receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

5. NON-DISCLOSURE AGREEMENT

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

THIS AGREEMENT is made on

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “Disclosing Party”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “Receiving Party”).

WHEREAS the Purchaser invited bids for certain SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF CONTINUOUSLY OPERATING REFERENCE STATION (CORS) NETWORK in, *[insert region]* (hereinafter called “Work”), and has accepted a Bid by the Supplier for the supply, installation, commissioning and maintenance of said CORS Network.

AND WHEREAS the Parties contemplate that with respect to the work, certain data, information, material and documents as well as Disclosing Party’s business, assets, financial condition, operations, plans and/or prospects of businesses, may be shared by Disclosing Party or may be generated/collected/acquired/gathered during course of the work by Receiving Party, (hereinafter referred to as “**Confidential Information**”, more fully detailed in clause 1 herein below), that Disclosing Party regards as proprietary and confidential; and

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. “**Confidential and or proprietary Information**” shall mean and include any information disclosed by Disclosing Party to the Receiving Party either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code) or generated/gathered/collected/acquired by the Receiving Party during the course of the work through hardware/software supplied, installed and commissioned in the work. Confidential information shall include, without limitation, any materials, data, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party or prepared by Receiving party for Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
2. The Receiving Party shall refrain from disclosing, reproducing, summarising, and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Work.

3. The Receiving Party will not export or sell, directly or indirectly, any technical data acquired from Disclosing Party or generated/gathered/collected/acquired by the Receiving Party during the course of the work through hardware/software supplied, installed and commissioned in the work or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.
4. The Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner they protect the confidentiality of their own proprietary and confidential information of similar nature. Receiving Party, while acknowledging the confidential and proprietary nature of the Confidential Information, agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
5. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
6. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information available with the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
7. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.
8. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i. is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - ii. was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii. was independently developed by the Receiving Party without making use of the Confidential Information; or
 - iv. has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.
9. In the event Receiving Party receives a summons or other validly issued administrative or judicial process under Indian laws requiring the disclosure of Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to cooperate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope there of, as the Disclosing Party may reasonably deem appropriate.

10. Receiving Party shall not use the Disclosing Party's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
11. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.
12. Receiving Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law and further agrees that the Disclosing Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
14. Disclosing Party shall not be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether Party was advised of the possibility of the damage or loss asserted.
15. Receiving Party agrees that by virtue of entering into this Agreement Disclosing Party is not obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Disclosing Party reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Work.
16. This Agreement will be effective from the date of execution of this Agreement and shall continue to be effective till the Work is terminated by either Party by giving notice in accordance with contract agreement of work, in case either Party foresees that the Work would not be achieved.
17. Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.
18. It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Work, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:
 - i. 5 (five) years after the termination of the binding agreement
 - ii. 5 (five) years after the expiry of the binding agreement(whichever is earlier)
19. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the

fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

20. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).
21. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 2015, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be New Delhi, India and the arbitration proceedings shall take place in the English language.
22. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN ACCORDANCE WITH THE LAWS OF [INSERT THE NAME OF THE CONTRACT GOVERNING LAW COUNTRY] BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

For and on behalf of the Disclosing Party

Signed: *[insert signature of authorized representative(s) of the Disclosing Party]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Receiving Party

Signed: *[insert signature of authorized representative(s) of the Receiving Party]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

