

**DIRECTORATE OF MINES: ODISHA
BHUBANESWAR**

No. MXXXIII-(e)-02/16 8384 / DM, Dt. 06.12.18

From

Shri. U.C Jena
Joint Director of Mines, Odisha,
Bhubaneswar.

To

The Head of Portal Group,
IT Centre, Secretariat
Odisha, Bhubaneswar

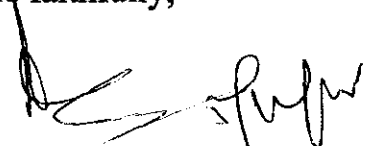
Sub: -Publication of Tender Document for procurement of one No. of Global Navigation Satellite Systems(GNSS) in the Odisha Govt. Portal www.odisha.gov.in

Sir,

In inviting a reference to the subject cited above, I am directed to request you to publish the Tender Document for procurement of one No. of Global Navigation Satellite Systems(GNSS) in the tender section of Odisha Government Portal i.e. www.odisha.gov.in

Yours faithfully,

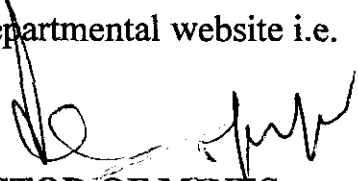
Encl: Tender Documents.



**JOINT DIRECTOR OF MINES,
ODISHA**

Memo No. 8385 / DM, dt. 6.12.18

Copy along with the Tender Documents forwarded to the Principal Project Manager, PMU for uploading the same in the Departmental website i.e. www.orissaminerals.gov.in.



**JOINT DIRECTOR OF MINES,
ODISHA**

407CB


Tender Notice No. 8298 / 4.12.18

**Tender Document for Procurement of One No. of Global Navigation
Satellite Systems (GNSS)**

**DIRECTORATE OF MINES,
BHUBANESWAR, ODISHA**

Time Schedule

Sl#	Items	Date & Time
1	Availability of Bid Document in the website (www.orissaminerals.gov.in, www.odisha.gov.in)	07.12.2018 from 10:30 A.M.
2	Last date and time for Submission of Bid	22.12.2018, 05:00 P.M.
3	Date & time of opening of Technical Bids	24.12.2018, 04:00 P.M.
4	Date & time of GNSS Demonstration	07.01.2019, 11:00 A.M.
5	Date & time of opening of Financial Bids	10.01.2019, 03:30 P.M.


**DIRECTOR OF MINES
BHUBANESWAR, ODISHA**

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TENDER DOCUMENT FOR PROCUREMENT OF ONE NO OF GNSS

1. INTRODUCTION:

Sealed tenders are invited from reputed OEMs or their authorized dealers/ distributors for supply of one no of Global Navigation Satellite System (GNSS) to The Director of Mines, Bhubaneswar. The detail tender schedule, terms & conditions, cost of tender document, EMD etc. shall be available at our website www.orissaminerals.gov.in & www.odisha.gov.in. There will be no manual sale of tender document. Interested bidders are requested to download the tender schedule from the website. The last date for receipt of the bid is dt.22.12.2018, up to 5:00 P.M.

The offer should be made as per the specified tender Proforma contained in the tender document and should be addressed to The Director of Mines, I- Floor, Heads of Department Building, Unit-V, Bhubaneswar, Odisha-751001

The offer/ bid(s) must be submitted in separate sealed covers for “Technical” and “Financial” Bids respectively and be super scribed as “**Technical Bid for supply of One no of GNSS**” or “**Financial Bid for supply of one no of GNSS**”. Both the sealed covers shall be kept in another sealed which should cover also be super scribed as “**Tender for supply of one no of GNSS**”.

The Financial Bids of the short-listed technically accepted bidders/ tenderer only will be opened. The short-listing of the tenders will be carried out on the basis of the technical evaluation. The unopened/ un-short listed Financial Bids will be returned to the Bidders.

Important Note: The bidder shall submit EMD deposits of Rs. 40,000/- in favour of the Director of Mines, Bhubaneswar.

2. PARTICULARS OF THE TENDER:

1.	Designation and address of the Officer to whom the tender is to be submitted.	:	The Director of Mines, I-Floor, Heads of Department Building, Unit-V, Bhubaneswar, Odisha-751001
<p><i>The Tender Documents can be downloaded from</i> http://www.orissaminerals.gov.in / http://www.odisha.gov.in</p>			
Sl#	Items	Date & Time	
1	Availability of Bid Document in the website (www.orissaminerals.gov.in , www.odisha.gov.in)	07.12.2018 from 10:30 A.M.	
2	Last date and time for Submission of Bid	22.12.2018, 05:00 P.M.	
3	Date & time of opening of Technical Bids	24.12.2018, 04:00 P.M.	
4	Date & time of GNSS Demonstration	07.01.2019, 11:00 A.M.	
5	Date & time of opening of Financial Bids	10.01.2019, 03:30 P.M.	

Sl. No.	Description	Quantity	Remarks
1.	Supply & Installation of GNSS	One	For detailed technical specifications, please see Appendix – I

3. GUIDELINES FOR PREPARATION & SUBMISSION OF TENDER

- i. The tender (in English Language only) for the supply of one no of GNSS should be submitted along with detailed specifications. A technical leaflet /brochure/ literature is also required to be enclosed along with list of names of Offices/ Users to whom the same have been supplied in India.
- ii. The bidder may please note that the tender once submitted will not be altered in any case and should not have any scope of ambiguity, cutting or overwriting. In case of overwriting/ cutting if any, it must be authenticated with signature of the bidder.

4. TENDERING SYSTEM

- i. The tenders/Bids are to be submitted in two Parts i.e. Part-I & Part-II.
- ii. Part-I titled as **TECHNICAL BID** shall contain the complete technical qualifications and Commercial Bid package with terms and conditions of supply etc. (**except Price Schedule**).
- iii. The technical bid should contain an instrument comparison statement to be filled in by bidder in **Appendix-VI** in respect of each specification of the instrument. Also, the bidder is required to submit an undertaking in the format given in **Appendix (VII)** to the effect that all the terms & conditions of the tender document (incorporating guidelines, general conditions, all Annexures and Appendices) are acceptable to the bidder.
- iv. Part-II titled as **FINANCIAL BID** shall contain the **Price Schedule** duly filled in the prescribed proforma in **Annexure-A(i)**
- v. The **TECHNICAL BID** and **FINANCIAL BID** shall be placed in separate sealed envelopes and will be super-scribed as **TECHNICAL BID** and **FINANCIAL BID** as the case may be. These envelopes shall also indicate the Tender Notice No., Name and Address of the Bidder/ Tenderer. Both these sealed Envelopes shall be kept in another sealed cover and shall be super scribed as "**TENDER FOR PROCUREMENT OF ONE NO. OF GNSS**". The outer cover shall indicate the **TENDER NOTICE NO.** and the address of purchaser i.e. The Director of Mines, I- Floor, Heads of Department Building, Unit-V, Bhubaneswar, Odisha-751001.

5. EVALUATION CRITERIA

- (i) Technical Evaluation committee (TEC) shall evaluate the bids based on the eligibility criteria & strict compliance to the information sought vide **Appendix I, II, VI & VII** and the **Guidelines** for submission of tender. TEC may, at its discretion, call for additional information/ clarification from the bidders. Such information has to be supplied within the time frame set out by TEC, otherwise the Director of Mines shall make its own reasonable assumptions at the total risk & cost of the bidders & bid is liable to be rejected. Seeking clarification cannot be treated as acceptance of the bid. TEC shall seek any additional information in writing/ e-mail & which has to be supplied by the bidder in writing/ e-mail. The bidder shall provide all the necessary documents, samples & reference information as desired by the TEC. The bidders shall also assist TEC in getting relevant information from the bidder's references. After due evaluation of Technical bids and demonstration of Equipment by the bidders, the TEC would shortlist the technically accepted bids.
- (ii) On the day of GNSS demonstration i.e 07-01-2019, 11:00 am, the bidders shall have to bring the

offered system(s) for demonstration at the premises of the Director of Mines, Bhubaneswar at the expense of the bidder. The observations at such demonstrations may be recorded and signed by the bidder representatives and TEC officials for further technical evaluation, if required.

(iii) L¹ is the technically shortlisted vendor quoting lowest rate of Composite Value of Price bid.

6. PERIOD OF VALIDITY OF RATES IN TENDER

A confirmation letter specifying acceptance of period of validity of rates for 90 days should be submitted.

7. EARNEST MONEY

Earnest Money of fixed amount Rs.40,000/- (Rs. Forty Thousand only) in Indian currency in the shape of Bank Demand Draft of any Nationalized Bank/ Bank Guarantee from any of the commercial banks in an acceptable form **valid for Three Months** made in favour of " The Director of Mines, Bhubaneswar" should be submitted along with the **TECHNICAL BID**. Shortfall in amount of Earnest Money or tenders received without Earnest Money will result in rejection of the offer.

The earnest money of the unsuccessful bidders shall be returned within a period of **one month** from the date of opening of Financial Bids.

8. CRITERIA FOR AWARD

The award of the contract to the successful bidder quoting the lowest composite price (L¹) and who has been determined to be technically acceptable and provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

9. SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

Successful tenderer will have to furnish Security Deposit within 07 working days @ 10% value of the order/contract in the shape of Bank Guarantee of any Commercial Bank as per **Appendix - V** in favour of "The Director of Mines, Bhubaneswar," valid for one year, from the date of letter of intent with a provision of its further extension / revalidation up to the warranty (including extended warranty) period, whichever is later.

Earnest Money shall be refunded to successful bidder on receipt of Security Deposit/ Performance Guarantee.

Failure of the successful Bidder to comply with the requirement of Clause-9 shall constitute sufficient grounds for the annulment of the award of the Contract and forfeiture of the Bid Security.

The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The purchaser (Director of Mines, Bhubaneswar) may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier.

10. DELIVERY PERIOD

The GNSS will be supplied / installed within Twelve Days from the date of issue of supply order.

11. OPENING OF TENDERS

- (i) The technical bid will be opened on 24-12-2018, 04:00 pm at the Office of The Director of Mines, Bhubaneswar.
- (ii) The representatives of the tenderers / bidders may attend the opening of tenders along with letter of authority from the respective tenderers / bidder. **The date of opening of Financial Bid shall be opened on 10-01-2019 at 03:30 pm.**

12. DEMONSTRATION OF INSTRUMENT

For technical evaluation of the instrument, the bidder/ tenderer will arrange for demonstration at their (tenderer's) own cost, either directly or through authorized Agent/ Dealer/ Distributors as the case may be, to verify whether the Instrument meets the accuracy criteria as indicated in the technical specifications given in Appendix-I.

13. INSPECTION

Joint inspection will be carried out in the Office of the Director of Mines, Bhubaneswar after receipt of the consignment. In case of defective supply due to manufacturing defects, the same has to be removed and/ or replaced at the supplier's cost.

14. WARRANTY

The supplier will **replace** the defective material, free of cost, if noticed within the Warranty period of 36 months. The **Warranty Certificate**, as per specimen enclosed at APPENDIX - III, is also to be submitted duly signed along with the tender.

15. GUARANTEE

The instrument should have functional guarantee of at least for 06 months from the date of completion of installation/ training to the Staff of Director of Mines, whichever is later.

16. USER MANUAL

User manual hard copy and soft copy in pdf format is to be provided along with.

17. REPAIR & MAINTENANCE

- (i) The tenderer should furnish the detailed information for repair and maintenance facilities as would be extended by them, in case of any necessity.
- (ii) The supplier should preferably have service center(s) (indicate all locations with address) in Bhubaneswar.
- (iii) In case of repair of malfunctioning within the warranty period, **the supplier should repair the instrument within a period of 14 days at supplier's cost.**

18. DELIVERY & PENALTY

The delivery of equipment is to be strictly adhered with. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Supply Order will render the vendor liable for liquidated damage at the rate of 0.2% (point two percent) of the purchase order value per day subject to a maximum of 15 days. If the delivery, of whole or in part, is delayed beyond 15 days from last date of delivery as given in the purchase order, The Director of Mines, Bhubaneswar will have option to cancel the purchase order to the extent of unfulfilled part of the purchase order. The Director of Mines, Bhubaneswar will be free to procure the remaining items from alternate sources at the cost and risk of the defaulting vendor, by forfeiting the EMD/Security Deposit of the Vendor. In addition to late delivery penalties, The Director of Mines, Bhubaneswar will impose a cancellation charge of 8 % of the value of unsupplied items, which will be recovered from the pending bills or EMD/ Security Deposit or by raising claims. The Director of Mines also reserves the right to cancel the supply order for unsupplied items at any stage without assigning any reason.

19. TRAINING

The rates quoted should be inclusive of installation & training charges. The Training will have to be imparted to officers and staff of The Director of Mines, Bhubaneswar at **Bhubaneswar**.

Note:

- (i) For general terms and conditions of supply, please see APPENDIX - II
- (ii) The tender document can be downloaded from websites <http://www.orissaminerals.gov.in>, <http://www.odisha.gov.in>. The tender document shall attach a separate Demand Draft of Rs.500/- of any Commercial Bank in favour of the "The Director of Mines, Bhubaneswar " along with the Technical Bid towards the cost of tender document in addition to separate Demand Draft towards earnest money deposit, failing which the offer will be rejected.
- (iii) Please note that late tenders / delayed tenders or postal delayed tenders will not be considered at all.
- (iv) The inner and outer envelope of the tender should be addressed as below and NOT to any individual by name:-

TENDER FOR ONE NO OF GNSS

To
The Director of Mines
1st -Floor, Heads of Department Building,
Unit-V, Bhubaneswar
Odisha -751001

- (v) The Director of Mines, Bhubaneswar reserves the right to reject/cancel all or any tender without assigning any reason thereof.

SUPPLY & INSTALLATION OF ONE NO. OF GNSS

(All figs. In Rupees)

Sl. No.	Description	Quantity	Basic Price per Unit	Total Basic Price	All other Applicable taxes/	Packing, Insurance & Transportation Charges	Total Value
		(a)	(b)	(a x b) = (1)	(2)	(3)	(4)
1	SUPPLY & INSTALLATION OF GNSS as specified in Annexure-I	1 No.					

Grand Total Composite Value in Words- (Rupees _____ Only)

Date:

Name and Signature of the authorized representative of the firm
(With seal of the firm)

The following clauses in the tender document may be clearly mentioned and confirmed by the bidder in the TECHNICAL BID:-

- a. The period of validity of offer to be clearly specified.
- b. Free demonstration of instrument shall be given by the bidder to the Technical Evaluation Committee for their evaluation in the premises to be specified by the TEC.
- c. The bidder shall confirm and furnish a warranty of 36 months in term of provision of clause 15 of the guidelines.
- d. The bidder shall furnish the acceptance of Guarantee period of atleast 06 months in terms of clause 16 of the guidelines.
- e. The bidder shall furnish the details regarding facilities that are available with the firm to carry out the repair and maintenance work of the equipment proposed to be purchase and shall clearly indicate the details of the Service Engineers that have been employed by the firm and the details of the other technical personnel available in the firm for the said purpose.
- f. A confirmation to the effect that the firm agrees to provide the mandatory Training to the staff of The Director of Mines at Bhubaneswar.

Document List to be furnished along with the TECHNICAL BID in Photo copy:-

- i) Registration Certificate of the firm under Commercial & Establishment Act.
- ii) Registration Certificate if registered with Government e-market place (GeM) as an approved Govt. supplier, or registered as a Small Scale Unit with Small Scale Industries.
- iii) Valid GSTN Certificate & PAN Card Copies.
- iv) In case of wholesale dealers/distributors / agents, Authority letter (in original) from their Principals/ Manufacturer.
- v) One copy of Warranty certificate duly stamped and signed (specimen enclosed as **Appendix-III**).

NOTE:

1. Please also intimate:-

- (i) Approx. Net weight of main Instrument (with standard Accessories etc.)
- (ii) Approx. Gross weight of main Instrument (with standard Accessories etc.)

2. The rates quoted should be inclusive of installation and training charges and supply of GNSS System.

TERMS & CONDITIONS

1. VALIDITY OF RATES IN INDIAN CURRENCY

Please confirm that the rates taken into account for purpose of supplying the Instruments/ Equipment in Indian Currency will remain valid for **Ninety days from the date of opening the tender.**

2. SECURITY DEPOSIT

Successful tenderer will have to furnish Security Deposit @ 10% value of the order/contract in the shape of Bank Guarantee of any Nationalized Bank, as per Appendix-V in favour of "The Director of Mines, Bhubaneswar" valid for 12 months, from the date of letter of intent with a provision of its further extension/ revalidation up to the period of one year from the date of completion of site acceptance test or up to the warranty (including extended warranty) period, whichever is later.

While submitting the tender, General Terms & Conditions of supply given in APPENDIX-II may also please be seen and all relevant information be incorporated in the tender.

**TECHNICAL SPECIFICATIONS FOR GNSS SYSTEM COMPATIBLE WITH MAPTEK I-SITE 8820 3D
TERRESTRIAL LASER SCANNER SYSTEM:**

Specification for Receivers		
GNSS receiver with integrated antenna		
1	No of Channels	200 Channels or Better
2	Satellite Signal Track	GPS: L1C/A, L1C, L2C, L2E GLONASS: L1C/A, L1P, L2C/A, L2P SBAS: L1C/A BeiDou (COMPASS): B1, B2 SBAS: GAGAN
3	Positioning rate	10 Hz or better
4	GNSS Surveying Accuracy	
6	Static and Fast Static	Horizontal 3 mm + 0.5 ppm or better Vertical 5 mm + 0.5 ppm
7	Post Processed Kinematic (PPK) GNSS surveying	Horizontal 8 mm + 1 ppm or better Vertical 15 mm + 1 ppm
8	Real Time Kinematic (GPRS-RTK) GNSS	Horizontal 8 mm + 1 ppm or better Vertical 15 mm + 1 ppm
9	Operating Temperature	-40 °C to +65 °C
10	Dust & water proof	IP 67
11	Shock	Should survive a 2 m pole drop
Specification for Controller		
12	Operating System	Windows Embedded Handheld 6.5 Professional
13	Processor	800 MHz or better
14	Internal memory	8 GB or more
15	Card Slots	SIM card Slot & expandable memory card slot
16	Dust & Water proof	IP-67
17	Display	1. 4.2 in or better 2. VGA display, 640 x 480 pixels 3. Sunlight-readable color TFT with LED backlight
18	Wireless	1. Integrated GSM/GPRS/EDGE 2. Integrated 3.75G cellular data, text and voice capability 3. Bluetooth 2.0 +EDR 4. Wi-Fi 802.11 b/g
19	Camera/GPS/compass/accelerometer	1. 5 MP auto focus camera with dual white light LED flash, LED flashlight function 2. Integrated GPS (WAAS enabled) 3. Integrated compass 4. Integrated accelerometer
20	Keyboard	1. Alpha numeric hard qwerty key pad
Field Software		
21	Survey Style Configuration	The Software should allow configurable survey style for PPK, Static / Fast Static etc.
22	Multitasking	The software should be capable of multitasking so that multiple operations can be opened at a time e.g COGO, Stakeout, Point Manager etc.
23	Co-ordinate Systems Manager	Should have datum and projection support. Should support Grid coordinates.
24	Color Graphical Support	The Software should have color graphical support to visualize work while working.

25	Feature Coding	Should support Feature Coding with attributes for GIS data collection. Control Coding should be possible for automatic plot creation.
26	COGO	Should support COGO functionality. Should be able to Key in Lines, Sub-divide lines and creating parallel lines for staking out purpose.
27	Menu Driven	Should be User Friendly and Menu Driven for easy field operation.
28	Data Storage	Should be able to store GNSS data collected by the RTK system
29	Stake Out	Should support Graphical stakeout, not only for points but for Lines and DTM as well. Should be able perform Real Time Quality Control for stake out positions.
30	Background Map	Should be able to accept background maps in CAD format.
Post-process Software		
31	Operating System	Windows
32	Importing Raw Data	Should be able to import Raw data from the GPS/GLONASS receiver as well as RINEX data. Also should be able to import raw data as well as precise ephemeris data via internet IGS data from net
33	Baseline Processing	Should be capable of processing GPS L1 and L2 as well as GLONASS raw data.
34	Network Adjustment	Should be able to perform Network Adjustment using Least Square adjustment principle.
35	Export	Capable of Exporting the data in RINEX format as well in CAD format.
36	Reporting	Software should be capable of generating reports directly for the surveyed data
37	Datum Transformation	Capable of transferring the data from one datum to another for given set of common points with or without the knowledge of datums
38	Feature Coding	Software should support feature coding.
39	COGO	Software should have COGO functionality
40	Surfaces	The software should be a capable of Surface Modelling, 3D visualization and quick contouring.
Bill of Material		
	GNSS Receiver	1 No.
	Controller	2 Nos.
	Tripod with tribrach & adaptor	1 No
	Carbon fiber range pole with Bipod	1 No
	Field Software	2 No
	Office software	1 license
	Warranty	3 years

The proposed GNSS should have all the above features and should not be limited to the above features only.

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. QUALIFICATION & ELIGIBILITY CRITERIA

- (i) The bidder shall be a manufacturer or agent/ dealer/ distributor of the manufacturer who has designed, manufactured, supplied, erected, commissioned equipment/ instrument of similar type and capacity as given in APPENDIX-I of the tender document and which are in successful operation in Government (both Centre and State) or PSUs or reputed private organizations or other scientific, autonomous bodies/ organizations during the last 05 (five) years on the date of bid opening. (The manufacturing firm of the GNSS System must be in the business/Trade of manufacturing the required equipment for last Three years & certificate to this effect from manufacturing firm to be enclosed.)
- (ii) The bidder shall furnish details of supplies made in the last 05 (five) years to the Government (both Centre and State) or PSUs or reputed private organizations or other scientific, autonomous bodies/ organizations in India along with the user's certificate regarding satisfactory functioning of the equipment /instrument.
- (iii) Bidders to indicate the latest Income Tax Clearance Certificate and balance sheet in original or a Photostat copy thereof or three year turn over certificate attested by Chartered Accountant.

2. FORMAT AND SIGNING OF BID

- (i) The bid shall be typed in English language only and shall be signed by the bidder or a person or persons duly authorized to bid the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid shall be initiated by the person or persons signing the bid.
- (ii) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall initiated by the person or persons signing the bid.

3. ADDITIONAL QUESTIONNAIRE FOR TENDER ENQUIRIES

- a) Please state that you have submitted your quotation in two parts as indicated below:-

Part-I:- Technical bid consisting of technical details, bringing out clearly in a separate sheet, deviations, if any, in specifications from those indicated in APPENDIX-I of the Tender Document.

Part-II:- Price bid in a separate sealed cover inside the main cover as per proforma in Annexure-A.

- a) Please confirm that you will forward in advance two copies of user manual in English, in case contract is awarded and order placed with you.
- b) Please attach lists duly signed by you, for such spare parts and tools as are absolutely essential for proper maintenance and operation of machine for a period of four years (in the case of Electronic and Optical Spare Parts) giving full particulars of the spare parts and tools with the price of each spare part and tool separately.

- e) Please confirm that you have adequate servicing and spare parts facilities in India in respect of the equipment/instrument tendered for by you or that you will arrange to provide such facilities simultaneously with the supply of the equipment/instrument.

4. PACKING

The main Equipment / Instrument, in question, is required to be securely packed to avoid damages to the consignment in transit. Packing charges shall be borne by the supplier.

5. INSURANCE

The consignment is required to be dispatched to the consignee, duly insured for transit insurance for all risks from the consigner's Warehouse to the consignee's Office upto Bhubaneswar. Insurance charges shall be borne by the supplier.

6. TRANSPORTATION CHARGES

The transportation charges should be pre-paid for delivery of consignment to the consignee on Door Delivery Basis and shall be borne by the supplier.

7. PAYMENT

- (i) 100% payment will be made after acceptance of the main Equipment after joint inspection by supplier firm and representative(s) of the Director of mines, Bhubaneswar ensuring that the equipment supplied are in functional / working condition. No request for advance payment, payment against delivery or payment through Bank against dispatched documents will be considered.
- (ii) Payments will be processed on submission of pre-receipted bills in triplicate in the name of "The Director of Mines, Bhubaneswar". All payments will be made subject to deduction of TDS (Tax Deduction at Source) as per Income Tax Act 1961 and other taxes, if any, as per Government of India rules.
- (iii) The payment will be made by the Director of Mines, Bhubaneswar only after completion of said procedure (7(i))

8. DECREASE IN THE QUANTITY TO BE SUPPLIED

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

9. FORCE MAJEURE

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

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event.

10. TERMINATION FOR INSOLVENCY

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

11. APPLICABLE LAW

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

12. LEGAL DISPUTE

In case of any dispute arises out of this tender it will be subject to the jurisdiction of the courts at Bhubaneswar only in the State of Odisha.

WARRANTY CERTIFICATE

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

In case of any latent defect or inconsistency due to poor manufacturing / repair & overhaul of the equipment/instrument, or defective supply not conforming to the specifications if observed at the time of joint inspection and thereafter within 36 months from the date of acceptance, we undertake the guarantee to repair/supply free of cost the defective items upto the final destination and the inland expenses borne by the indenter, will be at our cost.

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

SEAL of Manufacturer / Supplier Enterprises

Date.....

Signature

Name & Address of Manufacturer/Supplier

AGREEMENT

An agreement made this Day of BETWEEN
(hereinafter called the Supplier which expression shall include his legal representatives) of the one part and
The Director of Mines, Bhubaneswar (hereinafter called the purchaser) of the other part and WHEREBY
the supplier agrees to supply to the purchaser the under mentioned articles at cost mentioned against them:-

Name of Articles Rate Total Cost And, on the terms and conditions hereinafter mentioned:-

- a) That all stores shall be delivered at Office of The Director of Mines, Bhubaneswar by supplier.
- b) That all equipment supplied shall be new and of good quality and in exact accordance with the specifications.
- c) That the joint inspection of the equipment shall be carried out at the place mentioned in para (a) above and that the stores rejected must be removed by the supplier within a week from the date of rejection. All stores not accepted shall lie at the risk of the supplier. If not removed within the period specified above the purchaser shall have the right to dispose of such stores as he thinks fit at the risk of the supplier and on his account or if he prefers to charge him rent for the space occupied by same.
- d) That the time of delivery stated above shall be the essence of the contract and should the supplier fail to deliver the whole/any part of the stores within the period specified and as per the specifications the purchaser shall have the right to forfeit the deposit mentioned in clause (f) and to purchase the stores elsewhere which the supplier has failed to deliver as aforesaid at the expenses of the supplier and the supplier will be liable to pay such further sum as will be sufficient to meet the difference of cost between the rates tendered and those at which the purchases are actually made should they be higher. This is without prejudice to action being taken under clause (h) thereof.
- e) That the purchaser shall have full power to reject the whole or any part of the stores which to the true intent and meaning is not in exact accordance with the approved sample and that his decision shall be final.
- f) That the supplier will furnish Security deposit @10% of the value of the order/contract as security for compliance with the terms and condition of this contract.
- g) That the supplier will be entirely responsible for the execution of this contract in all respect in accordance with the conditions of this contract and shall not assign or sub-let the same.
- h) If the supplier becomes insolvent or he or his Agent offers any bribe in connection with the contract or the supplier fails to observe or perform any condition of this contract, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the purchaser may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the supplier any loss suffered by the Government on account of the contract being terminated.
- i) That the tender document (along with the annexures and appendices) published vide notice No. _____ and offer/bid (s) submitted by the supplier shall form part and parcel of this agreement.

In Witness whereof the parties have hereunto set their hands the day and year first above written.

Signed by the said supplier

In the presence of:-

1st Witness Address

2nd Witness Address

Signed by the said purchaser.....

In the Presence of:-

1st Witness Address

2nd Witness Address

BANK GUARANTEE BOND

1. In consideration of the Director of Mines ,Bhubaneswar.(hereinafter called “the Purchaser”) having agreed to exempt (hereinafter called “the said supplier(s)”) from the demand, under the terms and conditions of an Agreement dated made between _____ and for supply of DGPS equipment (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said supplier) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees only), We, (indicate the name of the bank) _____ (hereinafter referred to as “the Bank”) at the request of supplier(s) do hereby undertake to pay to the Purchaser an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said supplier) of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said supplier) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability, under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto; our liability under this Guarantee being absolute and unequivocal.
 - i. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractors) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) _____ further, agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ office / Department / Ministry of (The Purchaser) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under this Guarantee is

made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of the Bank) _____ further agree with the purchaser that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said supplier(s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the purchaser against the said supplier) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier or for any forbearance, act or commission on the part of the Purchaser or any indulgency by the purchaser to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

Authorized Signatory

INSTRUMENT COMPARISON STATEMENT

(To be enclosed with Technical bid)

This information to be filled in as per the following format by all the bidders for each specification of the equipment to be supplied by them and duly signed and to be submitted along with the technical bid:

Make of Equipment Model of Equipment..... Place/Origin of Manufacturing.....

GNSS TECHNICAL SPECIFICATIONS

Specification for Receivers		Compliance of parameter / Specification (Yes/ No)	Remarks for Sl. No.(4) in case of deviation from specifications
1	2		
1	No of Channels	200 Channels or Better	4
2	Satellite Signal Track	GPS: L1C/A, L1C, L2C, L2E GLONASS: L1C/A, L1P, L2C/A, L2P SBAS: L1C/A BeiDou (COMPASS): B1, B2 SBAS: GAGAN	5
3	Positioning rate	10 Hz or better	
4	GNSS Surveying Accuracy		
6	Static and Fast Static	Horizontal 3 mm + 0.5 ppm or better Vertical 5 mm + 0.5 ppm	
7	Post Processed Kinematic (PPK)	Horizontal 8 mm + 1 ppm or better Vertical 15 mm + 1 ppm	
8	Real Time Kinematic (GPRS-RTK)	Horizontal 8 mm + 1 ppm or better Vertical 15 mm + 1 ppm	
9	Operating Temperature	-40 °C to +65 °C	
10	Dust & water proof	IP 67	
11	Shock	Should survive a 2 m pole drop	
Specification for Controller			
12	Operating System	Windows Embedded Handheld 6.5 Professional	

13	Processor	800 MHz or better		
14	Internal memory	8 GB or more		
15	Card Slots	SIM card Slot & expandable memory card slot		
16	Dust & Water proof	IP-67		
17	Display	4. 4.2 in or better 5. VGA display, 640 x 480 pixels 6. Sunlight-readable color TFT with LED backlight		
18	Wireless	5. Integrated GSM/GPRS/EDGE 6. Integrated 3.75G cellular data, text and voice capability 7. Bluetooth 2.0 +EDR 8. Wi-Fi 802.11 b/g		
19	Camera/GPS/compass/accelerometer	5. 5 MP auto focus camera with dual white light LED flash, LED flashlight function 6. Integrated GPS (WAAS enabled) 7. Integrated compass 8. Integrated accelerometer		
20	Keyboard	2. Alpha numeric hard qwerty key pad		
Field Software				
21	Survey Style Configuration	The Software should allow configurable survey style for PPK, Static / Fast Static etc.		
22	Multitasking	The software should be capable of multitasking so that multiple operations can be opened at a time e.g COGO, Stakeout, Point Manager etc.		
23	Co-ordinate Systems Manager	Should have datum and projection support. Should support Grid coordinates.		
24	Color Graphical Support	The Software should have color graphical support to visualize work while working.		
25	Feature Coding	Should support Feature Coding with attributes for GIS data collection. Control Coding should be possible for automatic plot creation.		
26	COGO	Should support COGO functionality. Should be able to Key in Lines, Sub-divide lines and creating parallel lines for staking out purpose.		
27	Menu Driven	Should be User Friendly and Menu Driven for easy field operation.		
28	Data Storage	Should be able to store GNSS data collected by the RTK system		

29	Stake Out	Should support Graphical stakeout, not only for points but for Lines and DTM as well. Should be able perform Real Time Quality Control for stake out positions.		
30	Background Map	Should be able to accept background maps in CAD format.		
Post-process Software				
31	Operating System	Windows		
32	Importing Raw Data	Should be able to import Raw data from the GPS/GLONASS receiver as well as RINEX data. Also should be able to import raw data as well as precise ephemeris data via internet IGS data from net		
33	Baseline Processing	Should be capable of processing GPS L1 and L2 as well as GLONASS raw data.		
34	Network Adjustment	Should be able to perform Network Adjustment using Least Square adjustment principle.		
35	Export	Capable of Exporting the data in RINEX format as well in CAD format.		
36	Reporting	Software should be capable of generating reports directly for the surveyed data		
37	Datum Transformation	Capable of transferring the data from one datum to another for given set of common points with or without the knowledge of datums		
38	Feature Coding	Software should support feature coding.		
39	COGO	Software should have COGO functionality		
40	Surfaces	The software should be a capable of Surface Modeling, 3D visualization and quick contouring.		
Bill of Material				
	GNSS Receiver	1 No		
	Controller	2 Nos		
	Tripod with tribrach & adaptor	1 No		
	Carbon fiber range pole with Bipod	1 No		
	Field Software	2 No		
	Office software	1 license		
	Warranty	3 years		

The Information given above is factual & based on product specification details as per the latest catalogues/product data sheets and technical literature enclosed.

Signature of the bidder & seal

UNDERTAKING
(To be enclosed with Technical bid)

To:

The Director of Mines
1st -Floor, Heads of Department Building,
Unit-V, Bhubaneswar
Odisha -751001

Sir,

Having examined the terms and conditions, guidelines, annexure and appendices of the tender documents, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver one number of GNSS in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted, we will submit performance security equivalent to 10% of the order/contract value for the due performance of the contract.

We agree to abide by the validity of rates of the offer for 90 days.

We accept all your terms and conditions as stipulated in the tender document (including Annexures and Appendices) without deviations.

Dated this..... Day of.....2018.....

(Signature)

(In the capacity of) Duly authorized to sign

undertaking for and on behalf of

Signed _____

Seal / Stamp