



भारत सरकार/GOVERNMENT OF INDIA

भारतीय भूवैज्ञानिक सर्वेक्षण/ GEOLOGICAL SURVEY OF INDIA

केन्द्रीय मुख्यालय/ Central Head Quarters

संपत्ति क्रय एवं प्रबंधन प्रभाग/Assets Procurement and Management Division

धारित्री, जी.एन.-40, सेक्टर-5, साल्टलेक, कोलकाता-700091 / "Dharitri", GN-40, Sector – V, Salt Lake, Kolkata – 700091

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No. D-45038/1/2024-APMD-I_CHQ-GSI

Date: 06.01.2025

NOTICE INVITING TENDER (GLOBAL)

On line e-tender are invited on behalf of the President of India from reputed and potential supplier / manufacturer etc. in **two bid** system for **e-procurement** of the following stores through Central Public Procurement Portal i.e. <https://eprocure.gov.in> for use in Geological Survey of India.

Item No.	Description of Stores	Quantity
1.	DIGITAL CORE LOGGER ALONG WITH REQUIRED ACCESSORIES	01 no.

Schedule of e- Tender

(I)

DETAILS OF e-TENDER :-		
1.	e-TENDER No.	2025_GSI_842994_1
2.	MODE OF TENDERING	On-line bidding system through Central Public Procurement Portal i.e. http://eprocure.gov.in
3.	TYPE OF TENDER	Two Bid System
4.	BID SECURITY DEPOSIT (EMD) (original to be submitted off-line)	Rs. 86,49,400/- (Refundable)
6.	INTEGRITY PACT	APPLICABLE

(II)

TIME SCHEDULE OF e- TENDER			
Sl. No.	Particulars	Date	Time (IST)
1.	Date of publishing of e-tender	07.01.2025	02.00 PM
2.	Start date of sending of query for Seeking clarification	07.01.2025	02.00 PM
3.	Last date of sending of query for Seeking clarification	18.01.2025	06.00 PM
4.	Date of Pre-Bid Conference	22.01.2025	11.00 AM
5.	On-line Bid Submission Start date	07.01.2025	02.00 PM
6.	On-line Bid submission End date	10.02.2025	02.00 PM
7.	Due date of opening of Tender (Technical Bid)	12.02.2025	02.00 PM
8.	Date and time of opening of Price Bid	Will be communicated to only Techno-Commercially Acceptable / Qualified Bidders separately.	
9.	Venue for Tender Opening	GEOLOGICAL SURVEY OF INDIA, CENTRAL HEAD QUARTERS, Assets Procurement and Management Division, "Dharitri", 7 th Floor, GN-40, Sector – V, Salt Lake, Kolkata – 700091 (INDIA)	

The invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below: -

Section - 1:	Instruction to Bidders for the submission of the bids online through CPP Portal (www.eprocure.gov.in)
Section - 2:	Bid evaluation process
Section - 3:	Eligibility and qualification criteria
Section - 4:	Schedule of Requirement, Technical specification
Section - 5:	Terms & Conditions & General conditions of contract
Annexure - I	Bank Guarantee format for furnishing EMD/Bid Security Deposit
Annexure - II	Information about the Tenderer
Annexure - III	PFMS of Bidder Registration Form.
Annexure - IV	Undertaking by the Bidder
Annexure - V	Format of Performance Security Deposit.
Annexure - VI	Format of Integrity Pact

This Invitation of Tenders is being issued with no financial commitment and the Buyer reserves the right to amend any part thereof at any stage. Buyer also reserves the right to withdraw the Tender, should it become necessary at any stage.

Sd/-
(SUJIT NATH)
Controller of Stores
for Director General,
GSI, CHQ, Kolkata

SECTION-1

Instruction to Bidders for the submission of the bids online through Central Public Procurement Portal (www.eprocure.gov.in) .

1. The complete tender in pdf format can be downloaded free of cost from the website <https://eprocure.gov.in>
2. Bidders should submit their Bids through Central Public Procurement Portal (e-procurement portal) (www.eprocure.gov.in) only. The tender will be opened at the following office:

The Controller of Stores
Geological Survey of India
Central Head Quarters,
Assets Procurement and Management Division
GN -40, Sector – V, Salt Lake, Kolkata-700091

- 3 The Tender is to be submitted through Central Public Procurement Portal (e-procurement portal) (www.eprocure.gov.in) under “TWO BID” system i.e. Technical Bid and Price bid in BOQ format. No Tenders will be accepted other than CPP Portal.

4. Bid Security Deposit and Integrity Pact:

(i) Bid Security Deposit (Refundable) amounting to Rs. 86,49,400/- (Rupees eighty six lakhs forty nine thousand four hundred only) has to be submitted in favour of The Director General, GSI, CHQ, Kolkata payable at KOLKATA in form of FDR/BG. The original Bid Security Deposit (EMD) should be submitted to the Controller of Stores, Geological Survey of India, CHQ, Assets Procurement and Management Division, GN -40, Sector – V, Salt Lake, Kolkata-700091, India within five days from the date of opening the technical bid.

(ii) Bidders have to sign pre-contract Agreement (Integrity Pact) as per format given in Annexure –VI (Without signing of Integrity Pact, bid will be summarily rejected).

5. Bidders should complete the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities.

6. Bidder then need to login to the site through their user ID / password chosen during registration.

7. The e-token that is registered should be used by the bidder only and should ensure safety of the same.

8. Clarifications, if required may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.

9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible. The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

10. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

11. The tendering system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

12. Bidders should ensure that prices should not be indicated anywhere in the technical bid. The prices should be indicated only in the price bid (BOQ) only and nowhere else. Bidders to note that if prices are indicated in their

technical bid their offer will be rejected and no further evaluation or communication will be entertained in this regard.

13. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

14. On the day of Tender opening only Technical Bids will be opened. Financial/Price bids of technically qualified Bidders will be opened at later date which will be intimated in due course of time.

15. TECHNICAL BID, must compulsorily contain Document regarding Eligibility and qualification criteria and other documents as sought in NIT.

16. Substantive documents digitally signed must be arranged sequentially and properly referenced with the entries as per the format. It is mandatory to submit documentary evidence digitally signed against each criterion failing which the bid will be rejected.

17. Bidders may add other relevant documents digitally signed, pamphlets and information in support of the credential and competency. However, these are to be included as a separate section designated as 'Additional Information'.

18. Content of the Technical bid should be arranged in the following sequence:

1. Letter containing details of documents with page number submitted with the technical Bid
2. Bid Security Deposit
3. Signed Integrity Pact as per Annexure – VI
4. Undertaking as per Annexure – III
5. Authorization certificate for Indian Agent from Principal / OEM or Registration Certificate as Indian Agent
6. Eligibility and qualification criteria Compliance documents and substantive documents serially arranged.
7. Technical Documents along with Compliance Sheet
8. Un priced BOM (Bill of Material) to be delivered with technical details and commercial terms & conditions.
9. Commercial Terms & conditions Indigenous Item (i.e. Tax element, delivery period, validity, Name of the Firm with details postal address to whom Order will be placed, Ph. No, email address, Bank Details with A/c No. IFSC Code etc., for e-payment)
10. Commercial Terms & Conditions for foreign items (i.e. Tax element, delivery period, validity, Country of Origin. Port of Shipment, Name of the Firm with details postal address to whom Order will be placed, Ph. No, email address, Bank Details with A/c No. Swift Code etc. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number.)
11. Other Important Document as per NIT.
12. Additional Information (if the bidder wishes to include that)
13. Properly filled and signed Annexure- II, IV.
14. Certificate of Undertaking from OEM as per point No. 57 of Section -5.

The Technical Bids must be to the point. Non-compliance of the Eligibility and qualification criteria Compliance documents and failing of submission of other documents, as above, will lead to rejection of bids.

19. The PRICE BID (BOQ) has to be submitted as per the excel format given in BOQ.

20. Validity of Tender - The offer should remain valid for 180 Days from the date of opening of tender and that should be clearly mentioned in the bid, failing which the bid will not be considered. If required the validity of the tender has to be extended by the bidders to finish the tendering process. A bid valid for a shorter period shall be considered as non- responsive.

21. Pre-Bid Meeting: A pre-bid meeting will be held at Geological Survey of India, Conference Hall, 7th Floor, *Dharitri Building*, GN-40, Sector – V, Salt Lake, Kolkata – 700091 on 22.01.2025 at 11.00 Hrs. (IST). The prospective bidders may also join virtually through video conference using following link.

Pre-bid conference i.r.o. procurement of one Digital core logger:

<https://gsi-chq.webex.com/gsi-chq/j.php?MTID=m152a81ced7bb8c4ed1fc77c5d340a47a>

Wednesday, January 22, 2025 11:00 AM | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2516 009 0767

Password: **4321** (4321 when dialing from a video system)

Join by video system

Dial **25160090767@gsi-chq.webex.com**

You can also dial 210.4.202.4 and enter your meeting number.

The following may be noted in respect of the Pre-bid meeting:

The Bidders' designated representatives (to be authorized by the company with letter), may attend the Pre-Bid meeting at their own cost.

The purpose of the Pre-Bid meetings is to clarify issues and to help prospective bidders to have a better understanding about the Tender. The Bidder is requested, to put forward relevant query about the Scope of work and other allied technical details of the Tender.

Bidders may send their queries in writing / through email cos@gsi.gov.in , ddg.stss@gsi.gov.in & rmh2.sr@gsi.gov.in that must reach GSI not later than 18.01.2025.

Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

Maximum of 2 (two) authorized persons from each bidder would be allowed to attend the meeting. Any person not carrying proper authorization letter and organization ID card will not be allowed to attend the meeting.

The content of the minutes of pre-bid meeting will become integral part of the NIT.

22. In Price BOQ sheet, the Bidder should indicate the GST amount, otherwise, the price quoted will be assumed to be all inclusive and no separate tax or charges will be paid in the event of the offer being accepted.

23. Proposal should be submitted in English language only.

24. Amendment of Tender Documents: At any time prior to the date of submission of bids, the purchaser (GSI) may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by issuing a corrigendum.

25. METHODOLOGY OF SUBMISSION OF PRICE/FINANCIAL BIDS:-

The quoted price should be net and total for delivery up to the consignee's place which may include costs of CIP/FOR by Air up to Airport of clearance, cost involved for customs clearance at Airport of landing, delivery from Airport to Users / Consignee's place, materials handling, transportation etc. [Users / Consignee places are as per SCHEDULE OF REQUIREMENTS] CIP/FOR rate should be mentioned separately in the Tender.

There should not be any ambiguity in statutory tax elements quoted in technical bid and financial bid. In case of any mismatch in statutory tax element in either Technical or financial bid, the prevailing tax rates quoted in financial bid will only be considered for evaluation of L1 bidder and if no such statutory tax element is quoted in the financial bid, it will be assumed that price quoted by bidder are inclusive of all taxes.

The statutory taxes should be quoted in the financial bid as per current prevailing rates and in case of any increase/decrease in the rates of statutory taxes by government, taxes as per actual will be paid.

26. If there are any amendment/Corrigendum/addendum of NIT, the same will be published only in the CPP Portal i.e. www.eprocure.gov.in

27. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing or through Central Public procurement Portal i.e. <https://eprocure.gov.in> and no change in prices of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

28. Signing of Tender: The bidder should download the NIT and again upload at the time of submission of tender after verification and signing with his DSC. The bidders should sign the Pre-Contract Integrity Pact and upload the

scanned copy of the same and scanned copy of Bid security Deposit with NIT. A person digitally signing the tender documents forming part of the tender on behalf of another person should have an authority to participate in the bid on behalf of such other person and if, on enquiry, it appears that the persons so signing had no authority to do so, the Director General, GSI, CHQ, Kolkata, without prejudices would every rights to cancel the bid.

29. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

I. "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) 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.

II. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

(a) An entity incorporated, established, or registered in such a country; or

(b) A subsidiary of an entity incorporated, established, or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or (e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under: 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-

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;

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;

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 per cent of capital or profits of the partnership;

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 per cent of the property or capital or profits of such association or body of individuals;

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;

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 per cent 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution.

30. Tenders/Bidders are requested to regularly visit Central Public procurement Portal i.e. <https://eprocure.gov.in>. Any modifications in tender enquiry will be intimated by corrigendum through this website only and no separate Notification will be issued.

SECTION 2

BID EVALUATION PROCESS.

1. The bids will be evaluated in Two (2) stages as per the following sequence:
 - (i) Technical bid
 - (ii) Commercial bid
2. Technical Bids will be opened first and it will be evaluated on the compliance criteria and other General terms and conditions mentioned in NIT and also the checking of validity of submitted supporting documents. If there is noncompliance in regard to any of the criterion listed in NIT or the documentary evidences are not proper, the bids will not be considered for any further evaluation process.
3. Price bids of only those bidders will be opened who Technically qualified/pass through technical evaluation stage. Finally, the bidder will be selected based on the lowest price offered (L1) in the commercial bid. Lowest price (L1) will be decided calculating all costs of the components plus CAMC charges for mentioned years if any.
4. GSI may seek clarification(s) from bidders at any stage of evaluation process. Non-receipt of reply for such clarification(s) from bidders within specified time may lead to rejection of bids.

SECTION-3

Eligibility and qualification criteria

Sl.No.	Criteria	Document(s) Required
1.	Bidder should submit the tender Specific authorization from Manufacturer for all the quoted products and manufacturer's confirmation of extending the required warranty for that product. Bids without proper authorization from the OEM (in case the Bidder is not the OEM) shall be treated as non-responsive and shall be rejected forthwith.	Authorization certificate
2.	Average Annual financial turnover of related goods during the last three years, ending 31st March of the previous financial year, should be at least fifteen crore.	Financial turnover document for the financial year 2021-22, 2022-23, 2023-24 and should be certified by Chartered Accountant (CA).
3.	Past performance, Experience, The Bidder should have supplied same type of item to reputed organizations. At least one number of product should be in successful operation on the date of bid opening.	Previous Purchase orders with successful completion certificates. Name and address of the Buyer with contact details where products installed and commissioned.

SECTION - 4

Schedule of Requirement

DETAILS TECHNICAL AND OTHER GENERAL SPECIFICATION OF DIGITAL CORE LOGGER

I. RCB Photography

- a. Spatial Resolution: 20µm
- b. Color depth: 24bit or more
- c. Sensor Type: Line scan

2. 3D Profiling

- a. Spatial resolution < 1 mm
- b. Height resolution < 0.01mm

3. IR sensor

- a. Spatial Resolution: 250 µm
- b. Spectral Per meter: 960,000
- c. spectral bandwidth resolution of approximately 10 nm
- d. The scanning should be able to capture visible and near-infrared (VNIR) (VNIR 0.4-1.0 µm), short-wavelength infrared (SWIR) (SWIR 1.0-2.5 µm). and long-wavelength (LWIR) spectral images as well as a high-resolution optical RGB image, all in a single scan, directly in the drill core box covering more than 400 bands

4. Should have integrated

- a. XRF
- b. LIBS
- c. Geophysical Characterization tools like Density,

5. Software be able to

- a. generates 3D visualization of the drill core's interior, revealing planar structures (foliations, beddings, veins, and faults) and linear structures.
- b. Mineral classification and quantification. USGS MICA mineral mapping
- c. Spectral interactive machine learning & AI tools for supervised and unsupervised classification also should be able to do quantification
- d. Integrated computer/laptop (inside instrument) - intel i7 with Window 10 Pro. 32 GB RAM, 1 TB SSD M.2.24" LCD Monitor, keyboard and mouse subject to change with current model offered.
- e. Tower computer intel i9 12th generation with windows 10 Pro, 128 GB RAM, 4TB SSD M.2, subject to change with current model offered.

6 General

- a. Core tray length : 1.50 Mtrs
- b. Core tray width : 700 mm
- c. Scanning Speed : 25 mm per second

Warranty two years and CAMC for five years. The CAMC will commence after completion of two years of warranty.

Scope of work for CAMC:

After completion of warranty period, CAMC of main instrument and all its ancillaries will be started (including all the spares & consumables required for uninterrupted running of the main instrument & ancillaries).

During CAMC, five (05) days Factory engineer/ foreign engineer visit in every year is mandatory. CAMC of all ancillaries will be taken care by OEM of those instruments only.

In case of any emergency breakdown of instrument, the factory engineers/ foreign engineers have to visit /attend the problem at GSI, SR, Hyderabad within 2 (two) working days and the instrument to be made operational within maximum period of 10 days including supply of parts by OEM.

No extra cost will be borne by GSI during CAMC period for maintaining of the main instrument & its ancillaries.

If the main instruments and its ancillaries lies idle for more than 10 days, then the CAMC time period to be extended for idle period in that year.

In the event of not-responding to attend the trouble shooting of the instrument and its ancillaries, systematic penalty clause should be imposed on the service provider. 10% penalty will be deducted in failing to attend a trouble shoot within 7 days. 25 % penalty will be deducted in failing to attend a trouble shoot within 15 days. 35% penalty will be deducted in failing to attend a trouble shoot within 21 days. 50% penalty will be deducted in failing to attend a trouble shoot within 30 days. The penalty % mentioned above will be imposed on the proportionate amount of CAMC cost for the period.

Training: On-site operational training for 21 working days (for approximately 15 nos of officers) which will include one week training on maintenance and two weeks training on application should be the arranged at Hyderabad by trained professionals of manufacturing company after installation of the instrument at GSI, Hyderabad.

Delivery, installation & commissioning of Items at:

1. Geological Survey of India, Southern Region, Hyderabad, India.

SECTION - 5

Terms & Conditions & General conditions of contract

1. It is the responsibility of the bidders to see that their Original Bid Security Deposit should reach the office of G.S.I. by due date and time as per NIT date. The fact of having posted it in time will not bind the G.S.I., CHQ for considering the tender, in case such an offer is delayed in post or mislaid/misdirected due to incomplete or incorrect superscription or other causes.
2. The person signing the tender should, duly authenticate any errors or corrections in the tender. Over writing should be avoided.
3. Opening of Tender: The Tender shall be opened online by authorized officials of the GSI as per schedule given in the Date Sheet. In case, the day of bid opening is declared a holiday by the government, the Tender will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard. Since, Tender is an online process; the Tender opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and GSI will not be responsible for the same. On opening of bids online, accepting the bid will not mean that the firm is technically or financially qualified. Price Bid of bidders will be opened only if Technical Bid is found compliant in all respects.
4. The stores to be securely packed and delivered to the different users / consignee places as per **Section - 4** (places for delivery, installation and commissioning), SCHEDULE OF REQUIREMENTS, in India at the risk, cost and responsibility of the supplying company or their Indian agent. The instruments are to be installed and commissioned satisfactorily by the supplier at place as per **Section - 4**.
5. **Bid Security / Earnest Money Deposit (EMD)& Performance Security Deposit:**
Except the valid and prescribed BID SECURITY amount, the offer/tender will be treated as cancelled.
The bidders who are registered with DGS&D for the supply of the particular Store(s) proposed to be purchased (in this NIT) are exempted from furnishing BID SECURITY. For availing such exemption mere registration with DGS&D as Indian Agent or so will not be sufficient. The Bidder has to be registered as a supplier and continues to receive and execute contracts, from DGS&D to avail exemption in furnishing BID SECURITY.
Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or bidders who are registered with NSIC under single point registration of stores as per Tender Schedule (this NIT) or Startups as recognized by Department of Industrial Policy & promotion (DIPP) are exempted from furnishing BID SECURITY). Such registration includes the item

they are offering which are manufactured by them and not for selling products manufactured by other companies.

No interest is payable on the BID SECURITY DEPOSIT AMOUNT.

The bid security should remain **valid for a period of 45 (forty-five) days beyond the final bid validity period.**

The validity of the FDR/ Bank Guarantee submitted as the BID SECURITY, should be suitably extended by the Bidder, if needed, beyond validity of the tender.

The BID SECURITY will be returned to the *unsuccessful* Bidder. It will be returned to the *successful* Bidder after receipt of the PERFORMANCE SECURITY DEPOSIT from them.

In case of withdrawals or amends or impairs or derogates or non-compliance of Tender condition(s) of the offer in any respect within the validity period of the tender or refusal of furnishing PERFORMANCE SECURITY DEPOSIT in the event of getting intimation of awarding the Purchase Order, the BID SECURITY amount is liable to be forfeited.

The successful bidder, irrespective of its registration status (i.e. NSIC or MSME or DGS&D), is to submit PERFORMANCE SECURITY DEPOSIT amount (5% of the order value – to be intimated latter) before issuing Purchase Order. This Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.

PERFORMANCE SECURITY DEPOSIT is to be furnished in way of FDR/Bank Guarantee (PBG format at annexure-I)

In case of non-delivery of the ordered materials in time or/and for any other bad delivery performance or/and failure to render contracted service during the warranty period, CAMC period (summarily noncompliance of due performance of contract by the supplier to whom order has been awarded), the Performance Security Deposit will be forfeited.

The Performance Security Deposit amount will be returned to the Supplier after satisfactory completion of the delivery as well as the warranty period, CAMC period of the delivered stores as per terms and condition of the Purchase/Job Order.

The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

a) A bank guarantee issued by a Nationalized/ Scheduled Indian Bank/Foreign Bank operating in India in the format provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed and routed through Nationalized / Scheduled Indian Bank.

b) Fixed Deposit receipt pledged in favor of the Director General, Geological Survey of India, Kolkata.

6. Conflict of Interest among Bidders/Agents:

A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

7. Bids shall remain valid for minimum 180 days after the date of bid opening prescribed by GSI. A bid valid for a shorter period shall be rejected by the GSI as non- responsive.
8. Bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline for receipt of bids. No request from bidder for extension of date of receipt of tender and opening shall normally be entertained.
9. Language of the Bids: The Language of the documentation & details in the Bids must be in ENGLISH.
10. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt fraudulent, collusive or coercive practices in competing for the Contract in question.
11. The GSI reserves the right to seek past purchase order copies from the Bidder/ User organizations.
12. The GSI also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment.
13. Essential and Optional Spares: All essential spares should be listed in the technical specification in sequential form. Firm who does not quote for one / any of the essential spare as listed will not be considered for Price-Bid opening. If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are part of original indented specification (i.e., Main Equipment + Essential spares).
14. The bidder shall provide an item-by-item commentary vis-à-vis GSI's Technical Specifications demonstrating substantial responsiveness of the goods and services to these specifications or a statement of deviation and exceptions to the provision of the technical specifications.
15. All Manufacturers / Agents must submit Compliance Statement, Performance Statement, and Deviation Statement along with the technical bid.
16. The terms CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chamber of Commerce, Paris.
17. Bidder quoting lowest total price among the technically successful bidders will qualify for the award of contract.
18. The price quoted shall remain fixed during the contract period and shall not vary on any account. All lots and items must be listed and priced separately in the Commercial Bid. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
19. Delivery Period:
 - a) In case of foreign supplier, delivery period (in weeks) after opening irrevocable Letter of Credit (LC) must be given in Techno-commercial Bid. No part shipment is permitted. Transshipment is permitted in case of international flights only. Delivery is to be made at specified places.
 - b) In case of Indigenous suppliers, the delivery period (in weeks) after issue of Purchase Order must be given in the Technical Bid. Delivery is to be made at specified places.
20. Payment terms:

IN CASE OF IMPORT, payment will be made through Irrevocable Letter of Credit in foreign currency. In that case, following points may be noted:

- i) Letter of Credit will be opened for 100% of Purchase Order Value.
- ii) 80% of the LC value will be paid against presentation of dispatch documents and
- iii) balance 20% of the LC value will be paid after satisfactory installation, commissioning of the instrument and completion of Training to GSI officials.

In case of Indigenous purchase

- i) Payment will have made on normal credit basis
- ii) 80% of the purchase order value will be paid against satisfactory receipt of the instruments in good conditions at specified places
- iii) Balance 20% of the Purchase order value will be paid after satisfactory installation, commissioning of the instrument and completion of Training to GSI officials.

For CAMC, payment will be made half yearly basis covering six months period after completion of each half subject to the satisfactory service provided by the Service provider.

All the bidders are required to furnish requisite information for making payment by e-mode.

21. No outright advance payments will be made to the firms.

22. Taxes, Duties and Levies:

(a) For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India. For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. All payments due under the contract shall be paid after deduction of statutory levies (at source) wherever applicable.

(b) Customs Duty Exemption: GSI is eligible for availing Customs Duty Exemption in terms of Notification No. No.51/96-Customs dated 23/07/1996.

23. DEMONSTRATION OF OFFERED INSTRUMENT/ MATERIALS:

During technical evaluation of the Technical bid, the buyer (GSI) may like to see demonstration (if required) of the offered (make and model) instrument in India. It shall be the responsibility of the Bidder to arrange for showing demonstration of their offered instrument to the buyer (GSI) properly in India. Failing in showing demonstration as per the buyer's requirement shall be considered as disqualification (in respect of technical bid). **However, demonstration of offered instrument (Model & Make) should be arranged within 30 days of such intimation from the buyer, failing of which may lead to disqualification of the Bid.**

24. Negotiations: There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited source of supply. Negotiations if at all required shall be held with the lowest (L-1) evaluated responsive bidder with the cogent reasons to be recorded.

25. If a Bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

26. The following are some of the points, for which a tender may also be declared as unresponsive:

- i) The Bid is unsigned.
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility
- iv) The Bidder has quoted for goods manufactured by different firm without the required authority letter from the proposed manufacturer.
- iii) Bidder has not agreed to give the required performance security.
- iv) The goods quoted are sub-standard, not meeting the required specifications.

v) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.

vi) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

27. Installation & Commissioning: Installation & Commissioning will be the sole responsibility of the Supplier / Indian Agent. Installation & Commissioning with all infrastructural works have to be done by the supplier. The vendor and Indian Agent will complete the installation & commissioning within **30 days** from the date of supply of equipment to GSI.
28. Training: The supplier should provide training as mentioned in Section – 4 (Schedule of requirements). The training shall be to the satisfaction of GSI authority.
29. Warranty: The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All bidders (Manufacturers/Agents) must quote comprehensive warranty for the period as specified in the technical specifications, which will begin after successful installation & commissioning in all respects at Site. The successful installation & commissioning date along with the date to be reckoned for start of the warranty period needs to be certified by the vendor & the user department. The warranty offered should be unconditional and the seller should agree to replace or repair the equipment at his cost. The spare parts for the warranty repair have to be provided by the vendor.
30. Comprehensive Annual Maintenance Contract (CAMC): As mentioned in Section – 4 (Schedule of requirements).
31. In case a foreign bidder who does not have an agent in India quotes then the foreign principal shall have to furnish a certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period. In case the foreign suppliers themselves would provide service during warranty then their service visit plan for mandatory visits and for breakdown visits may be provided.
32. In order to assess the financial solvency of a firm GSI may seek a report from the bankers of the technically evaluated lowest quoting firm in order to assess if the firm is financially capable of executing the purchase order/work successfully.
33. Extension of Time: Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. If at any time during performance of the Contract the supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalty pursuant to Penalty Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
34. Penalty Clauses:
Service Level Agreement (SLA) during warranty period are as follows: "SERVICE LEVEL AGREEMENT (SLA)" shall mean the Contractual Commitment that prevails between the Indenting Division of GSI and the Service Provider with regard to supply, installation and commissioning of Instrument, type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix

regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.

1. Firm should provide warrantee/CAMC as specified in section – 4 from the date of successful commissioning of equipment. During the period of warrantee/CAMC, in case of any breakdown of unit, the firm should ensure to rectify it within a period mentioned at Section – 4 otherwise penalty will be imposed as mentioned at Section – 4. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount.
 2. If the fault detected in the instruments cannot be repaired on site, the bidder is allowed to take out the material from outside GSI/remote location on their own cost and after repair the same instrument / replaced instrument with the same specification is to returned and re-installed.
 3. **Liquidated damages (LD):** If the successful Bidder fails to complete the supply of items in time as per contract, GSI shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 5 % (five percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract. In case of inordinate delay this maximum deduction shall be 10% of the total contract value. Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays.
35. INSPECTION / TEST AND REJECTION: Once the goods are delivered at GSI, all inspections & tests will be carried out by end user at GSI and in case of rejection the supplier will arrange to take back the rejected goods at their own cost, risk and responsibilities **within 15 days** of intimation of rejection.
36. Assignment: The supplier shall not assign in whole or in part their obligation to perform under the contract, except with the Purchasers prior written consent. Purchase of equipment shall be made directly from manufacturers or their authorised agents in India. The authorized agents should not sublet the contract to sub-agents.
37. Patent Rights & IPR Laws: The supplier shall indemnify the purchaser against all third party claims of infringement of Patent, Trademark or Industrial Design Rights arising from the use of Goods or any part thereof in the Purchaser's country. The vendor should be sure about his claim on the ownership of technology and total compensation in the event of a claim should be paid to the buyer in case of patent infringement.
38. Applicable Laws: The contract shall be interpreted in accordance with Laws applicable in India and any dispute would be resolved by the court in Kolkata, West Bengal, India. "APPLICABLE LAWS" shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
39. Termination: GSI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part.
a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the GSI.
b) If the Supplier fails to perform any other obligation(s) under the Contract.
c) The Seller is found involved or linked with unlawful or anti-national activities.
40. Debarring the firms from business: The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee. The conditions for debarring the firm are:
i) Not supplying the materials as per the technical specifications of GSI as mentioned in the Purchase Order.
ii) Not fulfilling the contractual obligations as per the terms & conditions of the Purchase Order.
iii) Not able to provide the required spares for the time period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer.
iv) Repeated failures during installation, commissioning & trial run.

- v) Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by GSI during warranty and even afterwards (during the life cycle of the equipment).
- vi) In case it is proved that the Purchase Order of GSI has been sub-letted to some other vendor.

41. Arbitration: The Parties shall seek to resolve any dispute amicably by mutual consultation. The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, arbitration clause shall apply.

If any dispute or difference or claims of any kind arises in connection with the contract, such dispute or difference or claim shall be referred by either party to the Arbitration. The Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall be applicable to the Arbitration.

The Arbitration shall be referred to the Sole Arbitrator duly appointed by the Hon'ble High Court of Kolkata.

The right to arbitrate disputes under this contract shall also survive even after expiry or the termination of this contract. The venue of arbitration proceedings pursuant to this clause shall be at Kolkata, India and shall be conducted in English language. Pending the submission of and/or decision on dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this contract without prejudice to a final adjustment in accordance with such award. The fees and expenses of Sole arbitrator appointed by the Hon'ble High Court of Kolkata, in accordance with the provision of this clause shall be governed by the Rules of the Arbitration Tribunal, Kolkata, India.

42. Force Majeure: -

(a) In case of 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 like wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes may be considered as not foreseeable and unavoidable by the supplier and thus the vendor in case of a loss the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof within 21 days of its occurrence. The purchaser in such cases would accept the postponement in delivery period but the damage to goods due to such natural calamity needs to be replaced free of cost by the seller. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligation 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.

(b) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, the purchaser may at its option terminate the contract without any financial repercussions on either side. In case the payment has been transacted by the purchaser in favour of the seller then the seller is bound to remit the payment in whole before closure of the Contract.

43. AMMENDMENT TO THE TENDER ENQUIRY/ TENDER SCHEDULE

At any time prior to the last date for receipt (submission) of bids, GSI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or as outcome of the deliberation of Pre-Bid Conference, modify the tender document by issuing an amendment.

The amendment will be notified in web site of Central Public procurement Portal i.e. <https://eprocure.gov.in> only which can be accessed by any prospective bidders and will be binding on them. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, GSI may, at its discretion, extend the last date for the Submission of Bids and Opening of Tenders.

44. Conditional tender i.e. tender submitted incorporating bidder's own imposed condition(s) will be summarily rejected.
45. Modification or Withdrawal of Bid: No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
46. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the GSI may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing or through Central Public procurement Portal i.e. <https://eprocure.gov.in> and no change in prices of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
47. Currency of bidding: Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies in addition to the Indian Rupees - **except for expenditure incurred in India** (including Customs Duty, agency commission if any, etc.) which should be stated in Indian Rupees. Indian Bidders are to quote in INR only.
48. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of Bid Security/EMD.
49. Bidders have to sign pre-contract Agreement (Integrity Pact) as per format given in Annexure –VI (Without signing of Integrity Pact, bid will be summarily rejected).
50. An undertaking for UNDERSTANDING, compliance and fulfillment of T & C as well as Specification as mentioned in this Tender Enquiry is to be furnished along with the TECHNICAL BID (as per Annexure-III)
51. In case of Import:
The price should be quoted for CIP Hyderabad, India basis.
Customs Clearance: (including customs Duty) at the Airport of landing and delivery up to the Consignee's place at Hyderabad will be at the cost and responsibility of the Supplier/ supplier's Indian agent/ India office.
The buyer (i.e. Geological Survey of India) is eligible for importing equipment/ instrument for scientific research purpose availing exemption on Customs Duty under Rule 51/96 of Customs and will provide all necessary signed documents to the clearing agent of the supplying firm. As such the rates may be quoted according keeping above aspects in view.
The seller, at the time of delivery to the consignee, will hand over all original documents related to customs clearance including ORIGINAL BILL OF ENTRY Exchange Control Copy (3 copies) and CUSTOM'S SIGNED INVOICE to the consignee.
Custom Clearance may be made at any International Airport in India as per convenience of the supplying company or their Indian agent and taking that aspect into consideration name of the Airport is to be mentioned in the Tender.
Packing, forwarding, insurance, customs clearance (through Supplier's clearing agent etc.) including Customs Duty, transportation and airfreight charges within India or outside India will be on Supplier's account. These amounts are to be borne by the supplier (or their Indian agent) to effect smooth delivery of the ordered materials up to the consignee's place and will be paid by the buyer as part of the cost of material.
CIP Hyderabad value (price) will be paid to the OEM/ Principal/ Foreign bidder in foreign exchange and the amount spent in India towards customs clearance including Customs Duty, transportation, agency commission (if any) and indigenous items etc. will be paid in INR.
Name of banker and country of origin of the items may also be mentioned in the quotation.
Name of the Indian Agent may please be intimated and the offer/ bid should state the element of the agency commission, service charges and installation charges, if any, which are to be paid to the Indian Agent in Indian Currency. Copy of Agency Agreement should be enclosed with the tender, if any with price relationship between them and their mutual interest in the business.
Any item(s) required as per the schedule requirement of this Tender Enquiry to be delivered indigenously/ locally, are to be quoted separately in INR.
The Indian Agent who desires to quote directly on behalf of their foreign principals should produce Director General of Supplies & Disposal (DGS&D), New Delhi registration certificate and nature of service to be rendered by the Indian Agent will have to be submitted.

The bidder will clearly mention in the “Technical bid” to the effect that they have understood all points clearly and are agreeable therewith in regard to undertake custom clearing of the materials at airport of landing, all sorts of materials handling, transportation and delivery of the ordered materials safely to the respective consignee(s) / Users.

52. In case of not mentioning about denial or deviation of any clause of this tender Enquiry, it will be presumed that the bidder is agreeable to those clauses and the bid/ tender will be considered as per the terms and conditions of this tender Enquiry. The bidder, in that case, shall be bound to obey all clauses mentioned in NIT.
53. Successful bidder has to sign an agreement with Indenting Division of GSI after receiving the Letter of Acceptance (LoA). Purchase Order will be issued only after GSI receives the PBG and signing of the agreement is done.
54. Notwithstanding the above, the Director General, GSI, India, reserves the right to “accept / reject” any or all tenders either in part or in full or to split the order without assigning any reason to the Bidders.
55. Geological Survey of India, reserves the right to cancel whole Tender or withdraw the Tender part or full at any point of time without assigning any reason to the Bidders.
56. Before issuing of the purchase order, an Agreement/ Service Level agreement should be signed by the supplier and the indenter.
57. The bidder is to submit an undertaking from the OEM that if the bidder/authorized service provider fails to provide the warranty and CAMC service during the contract period, the OEM or their authorized service provider will undertake the warranty and CAMC service during the contract period at the same terms and conditions and price.
58. For indigenous items price should be quoted in INR only in BOQ 2. The detail list of the indigenous items, if any, quoted in BOQ 2 should be mentioned in un priced BOM with technical bid. If there are no indigenous items to supply, the bidders are requested to ignore the BOQ 2.

PERFORMANCE BANK GUARANTEE

Bank Guarantee towards coverage of PERFORMANCE GUARANTEE against ----- by M/s ----- against Geological Survey of India, CHQ, Kolkata Work Order No.....dated - For -----

Agreement between M/S ----- herein call after the Service provider) and the Director General, GSI, CHQ, Kolkata. (here in call after the "beneficiary").

In consideration of the Director General, Geological Survey of India, (CHQ), 27, J.L.NEHRU ROAD, KOLKATA-16 (the beneficiary) having agreed as per their order No. mentioned above to accept Bank Guarantee before making payment to make up Rs.-----value of the total Purchase(PURCHASE ORDER) for the due fulfillment of the contract as per the terms and conditions contained in the Order on production of Bank Guarantee towards coverage against contract in the shape of Bank Guarantee for Rs. -----/=

We the Bankers (Name of the bank) through our office at for and on behalf of our constituents hereby execute this Bank Guarantee and undertake to indemnify and keep indemnified the Director General, Geological Survey of India, (CHQ), 27, J.L.NEHRU ROAD, KOLKATA-16 (the "Beneficiary") to the extent of Rs. _____ towards coverage against Performance Guarantee for _____ to the Director General, Geological Survey of India, (CHQ), 27, J.L.NEHRU ROAD, KOLKATA-16 (the "Beneficiary"). or their assignee by reason of any breach of terms and conditions as contained in the Purchase order by the supplier (M/s) during the period of the contract.

And we (Name of the bank) hereby undertake to pay any claim under the Bank Guarantee on demand of the Director General, Geological Survey of India, (CHQ), 27, J.L.NEHRU ROAD, KOLKATA-16, without any reference to the suppliers a sum not exceeding Rs. _____ for non-fulfillment of any of the terms and conditions of the work Order as mentioned above.

And we (Name of the bank) hereby undertake to pay any claim under the Bank Guarantee on demand to the beneficiary without any reference to the service provider a sum not exceeding Rs. _____ for non-fulfillment of any of the terms and conditions of the Purchase Order, by the supplier.

We (the bank) further agree that if the demand is made by the Director General, Geological Survey of India, (CHQ), 27, J.L.NEHRU ROAD, KOLKATA-16 for honouring the Bank Guarantee constituted by these presents we..... (the bank) have no right to decline the same for any reason what so ever and shall pay the amount within a week from the date of such demand.

We... (the bank) further agree that a mere demand by the purchaser is sufficient for us to pay the amount covered by the Bank Guarantee in the manner within the time aforesaid without reference to the service provider and no protest by the said service provider can be availed ground for us to decline or fail or neglect to make payment to the beneficiary in the manner within time aforesaid.

We... (the bank) undertake not to revoke this Guarantee during its currency except with the previous consent of the beneficiary in writing.

The Guarantee shall remain in force for a period of _____ months upto _____ from the date of the Purchase Order begins, in period of time subject to further that the beneficiary have no right under this bond after the expiry of the above period from the date of execution and we... (the bank) shall be relieved discharged from all liabilities under this guarantee thereafter.

The conditions of these obligations are: -

If the service provider does not fulfill any of the conditions mentioned in the work Order.

If performance of the service provider or job against the work Order is not found satisfactory and hampers function of office/laboratory work of the beneficiary in any manner even after attending to by the service provider within a short reasonable time.

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

This guarantee will remain in force till _____; and any demand in respect thereof should reach the bank not later than the specified date/dates.

Notwithstanding anything contained herein:

Our liability under this Guarantee shall not exceed Rs. _____/=

This Bank Guarantee shall be valid up to _____

We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written Claim or Demand on or before _____.

Note: The above guarantee will be submitted on Non Judicial Stamp paper of required cost and denomination as specified in the act.

INFORMATION ABOUT THE TENDERER

Sl. No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Telegraphic Address and Phone Number, Email ID etc.	
4	Composition of Tenderer (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Nature of normal business of the tenderer	
6	GSTIN	
7	Copy of PAN Card and 3 years IT Assessment order to be attached	

Note: Copies of documents are required to be attached for Sl.No.5 to 7.
Incomplete information and non-submission of copies of supporting document will lead to rejection of tender.

I/we declare that the above information is true to the best of my / our knowledge.

Place:

Signature of the Tenderer

Date:

(Name & Office Seal)

DECLARATION

I/We hereby declare that I/We have not been banned and de-listed by any Government Department / Financial Institution / Court.

Place:

Signature of the Tenderer

Date:

(Name & Office seal)

UNDERTAKING

ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

I/We undertake that all the terms and conditions as laid in the attached pages and anywhere in the tender and its subsequent corrigendum if any, are accepted by the company and will abide by them.

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

I/we further undertake that the information given in this tender are true and correct in all respects and we hold responsibility for the same.

I/We shall be responsible for rejection /cancellation of contract if the goods supplied are not found up to the mark and for civil/criminal/proceedings and if the materials supplied is found sub-standard or not accordance with the pre inspection materials.

(Authorized signatory of the company)
(Company seal)

Date : _____

Place: _____

GOVERNMENT OF INDIA
GEOLOGICAL SURVEY OF INDIA
CENTRAL HEADQUARTERS, KOLKATA

PFMS REGISTRATION FORM

Details of Vendor

Type	Personal
Name	
Detail Address with Pin Code	
PAN Number	
Service Tax number	
TIN Number	
TAN Number	
GSTIN	
Detail Address with Pin Code	
Mobile No.	
Email Address	
Bank Details	
Bank Name	
Branch Name with Code	
Bank Account No.	
IFSC Code	

Signature of the Authorized
Signatory with Seal & Stamp :

Name of Authorized
Signatory :
Designation of Authorized
Signatory :

BANK GUARANTEE FORMAT FOR FURNISHING EMD/BID SECURITY

Whereas..... has submitted their offer dated
(Hereinafter called the "tenderer")
for the supply of KNOW ALL MEN by these presents that WE
(Hereinafter called the "tender")
of..... having our registered office at.....are bound unto
(hereinafter called the "Bank")
.....in the sum of for which payment will and truly to
(hereinafter called the "Purchaser")
be made to the said purchaser, the Bank binds itself, its successors and assigns by these presents . Sealed with the
Common Seal of the said Bank this Day of 20...

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

.....

(Signature of the Bank)

(Refer para 3.3-2)

(TO BE EXECUTED IN PLAIN PAPER AND APPLICABLE FOR THIS BID)

Procurement of Digital Core Logger:INTEGRITY PACT

Between

President of India acting through Geological Survey of India, Central Headquarter, Kolkata an attached Office of the Ministry of Mines, Govt. of India hereinafter referred to as "The Principal," represented by **Dr. M.N. Praveen, Dy. D.G. and RMH-II, SR** And _____
 _____ represent by _____ hereinafter referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award contract/s for Digital Core Logger, under laid down organisational procedures. The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal has appointed following Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the above mentioned principles.

1. Shri SUNIL KUMAR GUPTA, IFoS (Retd.)
 Plot No. 19, Road No. 1, Prashashan Nagar,
 Jubilee Hills, Hyderabad- 500 110, Telangana
 M. No.- 9440810164
 Email: sunil711kg@gmail.com
2. Shri VINEET KUMAR SAXENA, IRSME (Retd.)
 251/33, Pratap Enclave,
 Haldighati Marg, Sector25, Pratap Nagar,
 Jaipur (Rajasthan)- 302033
 M. No.- 9712953514
 Email: vineetsaxena60@hotmail.com
vineetsaxenabsg@gmail.com

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Praveen
 02/01/2025

डॉ. एन. एन. प्रवीण / Dr. M.N. PRAVEEN
 उप महानिदेशक एवं क्षेत्रीय निदेश प्रमुख-II
 Deputy Director General & RMH-II
 भारतीय भूवैज्ञानिक सर्वेक्षण/Geological Survey of India
 Northern Region, Hyderabad-500088

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto. Annexure 30: Integrity Pact Format 291

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision. 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

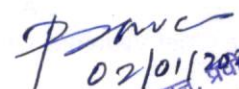
Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.


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2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

1) The Principal has appointed competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.


6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

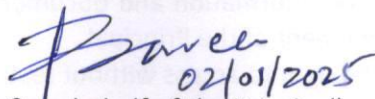

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This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.


02/01/2025

(For & on behalf of the Principal)

(Dr. M.N. Praveen, Dy. D.G. & RMH-II)

(Office seal)

डॉ. एम.एन. प्रवेण / Dr. M.N. PRAVEEN

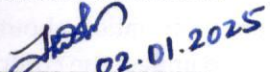
उप महानिदेशक एवं क्षेत्रीय मिशन प्रमुख-II

Deputy Director General & RMH-II

भारतीय भूवैज्ञानिक सर्वेक्षण/Geological Survey of India

दक्षिणी क्षेत्र, हैदराबाद/Southern Region, Hyderabad-500068

Place.....Hyderabad.....Date 02-01-2025

Witness 1: 
02.01.2025

(Shri Prasun Ghosh, Director
Regional Mission-II, GSI, SR, Hyderabad)

(For & on behalf of the Bidder / Contractor)

(Name & Designation)

(Office seal)

Place.....Date

Witness 1: _____

(Name & address)