

GOVERNMENT OF PUNJAB

(DEPARTMENT OF REVENUE)
Office of the Special Secretary Revenue
IIIrd floor, Punjab Civil Secretaraite
CHANDIGARH



**INSTRUCTIONS AND GUIDELINES
FOR SUBMISSION OF TENDER DOCUMENT**

FOR

**Purchase of 08 Nos of
Electronic Total Stations**

TENDER NO –

PRICE: RS.5000/- (price non-refundable)

TO BE SUBMITTED BY 22-06-2010. by 1030 HRS.

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TENDER DOCUMENT FOR PROCUREMENT OF 08 NOS. TOTAL STATIONS

1. INTRODUCTION:

For and on behalf of Governor of Punjab, The Special Secretary Revenue, Room No 7 IIIrd floor, Civil Secretariat, Punjab, Chandigarh invites sealed tenders for procurement of 8 nos. Total Stations. The offer should be made as per the specified tender for Proformae only, contained in the tender document and should be addressed to The Special Secretary Revenue, Room No 7 IIIrd floor, Civil Secretariat, Punjab, Chandigarh

The tender must be submitted in two separate sealed covers for technical and commercial bids respectively and be super-scribed as “**Technical Bid to supply of 08 nos. Total Stations**” or “**Commercial Bid to supply of 08 nos. Electronic Total Stations**” as the case may be. Both the sealed covers shall be kept in another sealed cover which should also be super-scribed as “**Tender for supply of 08 Nos. Electric Total Stations**”.

The Commercial bids of the technically short-listed qualified tenderer(s) will only be opened. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation and the unopened/ un-short listed commercial bids will be returned to the Tenderers.

2. PARTICULARS OF THE TENDER:

- i) Designation and address of the Officer to whom the tender is to be submitted. : The Special Secretary Revenue, Room No 7 IIIrd floor, Civil Secretariat, Punjab, Chandigarh

The Tender Documents can be downloaded from **www.punjabrevenue.nic.in**

- ii) Last Date & time of Sale of the tender document : 22-06 - 2010 (1000 Hrs.)
- iii) Last date & time of receiving the tenders : 22-06 - 2010 (1030 Hrs.)
- iv) Date & Time of Opening the Technical bids : 22-06 - 2010 (1400 Hrs.)
- v) Date & Time of Opening the Commercial bids : To be intimated to the short-listed firms later on
- v) Detailed Specification of Stores:

Sl. No.	Description	Quantity (Approx.)	Remarks
1.	Electronic Total Stations	08 Nos.	For detailed technical specifications, please see Annexure 'D'

3. **GUIDELINES FOR PREPARATION OF TENDER**

- i) The tender (in English Language only) for the supply of 08 nos. total stations 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 tenderer 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 tenderer.
- iii) The tenderers of the following Groups may submit their offer as the case may be:-

GROUP 'A'

Items manufactured in India and offered by the Indian Manufacturer or their wholesale dealer/ distributor along with letter of authority from the Indian Manufacturer (for Terms & Conditions of supply, please see Annexure 'E'

GROUP 'B'

Items manufactured in foreign country (showing country of origin) and offered by the Indian Agent with proper letter of authority from their foreign Principal:-

iv) **TENDERING SYSTEM**

The tenders/Bids are to be submitted in two Parts i.e. Part – 1 & Part II.

Part – I titled as TECHNICAL BID shall contain the complete technical qualifications with terms and conditions of supply etc. (except Price Schedule). Part – II titled as COMMERCIAL BID shall contain the Price Schedule duly filled in the prescribed Performa as Annexure 'C'.

The TECHNICAL BID and COMMERCIAL BID shall be placed in separate sealed envelopes and will be super scribed as **TECHNICAL BID** and **COMMERCIAL BID** as the case may be. These envelopes shall also indicate the Tender 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 08 NOS ELECTRONIC TOTAL STATIONS"**. The outer cover shall indicate the TENDER NO., last date & time of receiving the tenders, along with the address of purchaser i.e. The Special Secretary Revenue, Room No 7 IIIrd floor, Civil Secretariat, Punjab, Chandigarh

v) **VALIDITY OF TENDER**

The tender must remain valid for 180 days (six months) from the date of opening of tenders.

vi) **OPENING OF TENDERS**

The Technical Bid will be **opened on 22-06-2010 (1400 hrs.)** at Punjab State Planning Board, SCO Number 70-72, Sector-17-D Chandigarh. The representatives of the tenderers / bidders may attend the opening of tenders along with letter of authority from the respective tenderer/bidder. The date of opening of commercial bid shall be intimated separately by Fax/Letter/ Punjab Revenue website.

vii) **DEMONSTRATION OF INSTRUMENT**

Before the technical evaluation of the instrument, the tenderer will arrange for at Punjab State Planning Board, SCO Number 70-72, Sector-17-D Chandigarh. at their (tenderer's) own cost, either directly or through authorized Indian Agent / Dealer / Distributors as the case may be on 22 June 2010, to verify whether the Instrument meets the accuracy criteria as indicated in the technical specifications given in Annexure 'D'. This can take minimum two days.

viii) **INSPECTION**

Preliminary inspection of the stores will be carried out by the supplier at the factory before dispatch. The final joint inspection will be carried out at the consignee's site after receipt of the consignment. In case of defective supply due to latent manufacturing defects, the same has to be removed and replaced at the supplier's cost. All the expenses borne by the Indenters, due to this reason are to be met by the supplier.

ix) **WARRANTY**

The supplier will replace the defective material, free of cost, if noticed within the Warranty period. The Warranty Certificate, as per specimen enclosed at Appendix '(i)', is also to be submitted duly signed along with the tender.

x) **GUARANTEE**

The instrument should have functional guarantee at least for 1 year from the date of completion of training to Punjab Land Record Society staff.

xi) **SERVICE MANUAL**

Service manual with circuit diagram will have to be provided with the instrument.

xii) **REPAIR & MAINTENANCE**

The tenderer should furnish the detailed data for repair and maintenance facilities as would be extended by them, in case of any necessity. Rate for AMC

for 10 years after warranty may also be quoted in Commercial bid. The Tenderer may note that while working out L1 the cost towards AMC also shall be taken into consideration.

xiii) **TRAINING**

The rates quoted should be inclusive of installation & training charges. The Training will have to be imparted to Punjab Land Record staff at two selected locations in Punjab by the supplier free of cost for 5 days at each selected site.

xiv) For general terms and conditions of supply, please see Annexure 'E'.

xv) The tender document can be downloaded from website www.punjabrevenue.nic.in. In case the tender document is downloaded from our website then the tenderers downloading the tender document shall attach a separate Demand Draft of Rs.5000/- of any Nationalized Bank in favour of the "Financial Commissioner Revenue and Vice Chairperson, Punjab Land Record Society payable at Chandigarh" along with the Technical Bid towards the cost of tender document in addition to separate Demand Draft towards earnest money deposited, failing which the offer will be rejected.

xvi) Please note that late tenders / delayed tenders or postal delayed tenders will not be considered at all.

xvii) The inner and outer envelope of the tender should be addressed as below and NOT to any individual by name:-

TENDER FOR TOTAL STATION

(Last date & time of receiving the tender:

22-06- 2010 upto 1030 Hrs.)

To

The Special Secretary Revenue, Room No 7 IIIrd floor, Civil Secretariat, Punjab, Chandigarh

xviii) The Special Secretary Revenue, Room No 7 IIIrd floor, Civil Secretariat, Punjab, Chandigarh reserves the right to reject/cancel all or any tender without assigning any reason thereof.

THE FOLLOWING DOCUMENTS/INFORMATION MAY ALSO BE FURNISHED IN SUPPORT OF THE TENDER:-

1. EARNEST MONEY

Earnest Money of fixed amount Rs.70,000(Seventy thousands only) in Indian currency or equivalent amount in foreign currency for Total Stations in the shape of Bank Draft / Fixed Deposit Receipt valid for six months of any Nationalised Bank made in favour of the " Financial Commissioner Revenue and Vice Chairperson, Punjab Land Record Society payable at Chandigarh " should be submitted along with the TECHNICAL BIDS. Shortfall in amount of Earnest Money or tenders received without Earnest Money will result in rejection of the offer.

2. SECURITY DEPOSIT

Successful tenderer will have to furnish Security Deposit @ 10% value of the order/contract in the shape of fixed Deposit receipt / Bank Draft / Bank Guarantee of any Nationalised Bank as per Appendix - V in favour of " Financial Commissioner Revenue and Vice Chairperson, Punjab Land Record Society payable at Chandigarh " valid for 15 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. An Agreement is also to be signed by the Indian Agent on behalf of foreign supplier at their cost on non-judicial stamp paper of Rs.100/- as per specimen at Appendix – (ii).

3. DELIVERY PERIOD

The stores will be supplied / installed within 6 weeks from the date of firm supply order. A penalty of 0.5% per week maximum up to 5% shall be levied if instruments are not supplied within stipulated period of 6 weeks. If delay is more than 10 weeks, the special secretary may at his discretion cancel the order and EMD shall be forfeited.

4. PACKING

The main Equipment / Instrument, in question, is required to be securely packed as per B.I.S. (ISI) standard trade practices to avoid damages to the

consignment in transit. The packing charges should be included in the break-up details of cost.

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 Warehouse upto final destination till the erection/installation of the main Equipment / Instrument. The insurance charges should be included in the break up details of cost.

6. **TRANSPORTATION CHARGES**

The transportation charges should be pre-paid for delivery of consignment to the consignee on Door Delivery Basis and should be included in the break-up details of cost.

7. **PAYMENT**

90% payment will be made within thirty days from the date of installation & commissioning / acceptance of the main Equipment / Instrument. No request for advance payment, payment against delivery or payment through Bank against dispatched documents will be considered. Balance 10% shall be paid after the completion of training and receipt of Bank Guarantee as indicated above in para 2.

ANNEXURE 'B'

**THE CLAUSES MENTIONED IN THE TENDER DOCUMENT MAY BE CONFIRMED
IN THE TECHNICAL BID:-**

- a. VALIDITY OF OFFER
- b. FREE DEMONSTRATION OF INSTRUMENT
- c. INSPECTION
- d. WARRANTY
- e. GUARANTEE
- f. REPAIR & MAINTENANCE (AFTER SALES SERVICE FACILITIES)
- g. TRAINING

**Xerox copies of the following documents are also required to be furnished
along with the TECHNICAL BID:-**

- i) Registration Certificate of the firm under Commercial & Establishment act
- ii) Registration Certificate if registered with DGS&D as an approved Govt. supplier, or registered as a Small Scale Unit with Small Scale Industries.
- iii) Registration No. of the firm, CST No., Sales/ Service Tax/ VAT documents in their respective bid document
- iv) In case of wholesale dealers/distributors / agents, Authority letter (in original) from their Principals / Manufacturers.
- v) One copy of Warranty certificate duly stamped and signed (specimen enclosed.)

ANNEXURE 'C'

COMMERCIAL BID

For

08 No's of Total Stations

Ref: Tender No

<u>I. No.</u>	<u>Break-up details of cost of stores</u>	<u>Nos</u>	<u>Cost/item</u>	<u>In _____ Indian currency</u>
(a)*	Electronic Total Station	8		
(b)*	Telescopic wooden stands@3/machine	24		
(c)*	Tribrach@ 3,machine	24		
(d)*	Prism single with holder and target plate @3/machine	24		
(e)*	Prism pole @ 2/machine	16		
(f)*	Additional one internal battery/machine	8		
(g)	Battery Charger one/machine	8		
(h)	Data Cable One/Machine	8		
(i)	Converter with cable for external battery @ One/Machine	8		
(j)	Software 2 licenses			
(k)	Total (a) to (j)			
(l)	Inland Packing / Forwarding & Transportation charges up to consignor's Air Port, if any.			
(m)	Insurance charges (approx.)			
(n)	Total Cost at indenter's site			
			Note: While calculating L1 any additional accessory offered by the tenderer shall be taken into consideration. Items indicated by * has to be OEM	

Note: All accessories have to be OEM. If at the time of supply it is found that accessories are not of OEM, the special Secretary Revenue will have full discretion to cancel the supply order and EMD be forfeited.

With ref to above Tender the AMC Charges with spares are follows.

Sr. No.	Description (For 08 No's of Total Stations)	Rs
1	1 st Year after completion of warranty/guarantee period	
2	2 nd Year	
3	3 rd Year	
4	4 th Year	
5	5 th Year	
6	6 th Year	
7	7 th Year	
8	8 th Year	
9	9 th Year after completion of Guarantee/warranty period	
	Total AMC (NPV) at r = 8%	
	Service Tax	
	Total AMC charges with service Tax	

Note: while working out L1 the cost indicated towards AMC also shall be taken into consideration. The Tenderer is requested to give an undertaking that he/she will abide by the commitment.

2. 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.)
3. The rates quoted should be inclusive of installation & training charges. The training will have to be imparted to Punjab Land Record staff by the supplier free of cost for 5 days at two locations.

**TECHNICAL SPECIFICATIONS FOR THE PROCUREMENT OF ELECTRONIC TOTAL
STATION**

1. Telescope:

- (a) Magnification = 30 x or better
- (b) Image = Erect
- (c) Field of view = 1° 20" or better
- (d) Resolving power = $\leq 3''$
- (e) Minimum focusing distance = 2 m or less.

2. Angle Measurement:

- (a) Least Count = 1" or better
- (b) Standard deviation for
Horizontal & Vertical angle (Angular Accuracy) = $\leq 3''$ or better

3. Compensator:

- (a) Type = Dual Axis
- (b) Compensating Range = +/- 3' or better

4. Distance Measurement:

(a) With Reflector

- (i) Single Round Prism = ≥ 3 km or more
- (ii) Accuracy = $\leq (3 \text{ mm} \pm 2 \text{ ppm})$ or better

(iii) Shortest measurable distance = $\leq 2\text{m}$

(b) Without Reflector

- (i) Range = 300m or more

5. Laser plummet:

- (a) Centering device = Laser Plummet

6. Level Sensitivity:

- (a) Plate Level = better than 30"/2 mm
- (b) Circular Level = better than 10'/2mm

7. **Battery**

- (a) Type = Lithium-ion with provision for external battery
- (b) Operating time = 6 hrs or more

8. **Key Board and Display/Instrument Control unit** :

- (a) Display = Windows Mobile Colour controller with touch screen, Bright, readable in sunlight.
- (b) Keyboard = Alphanumeric Keys
- (c) Position = On both faces

9. **Communication Port**

- = USB port, RS232 Port facility
- = Should have Graphic LCD display with touch screen and capability to show surveyed map

9. **Data Storage:**

- (a) Internal Memory = 5,000 entries or more
- (b) Memory cards = should support Flash/SD/CF cards

10. **Interface:**

- = Compatible with GPS

11. **Data Processing S/W**

- = (i) should be capable for Loading on Desktop computers
- (ii) Should support industry standard GIS S/W
- (iii) Should support import/ export to Other formats such as DWG, SHP etc
- (iv) Should support traverse and its Adjustments.
- (v) Should support COGO function
- (vi) Data produced should be able to merge With data by total stations of other make.
- (vii) Should be able to prepare DTM and Generate contour
- (viii) Should support feature coding
- (ix) Should support stake out
- (x) Should support determination of local Co-ordinate system parameters

- and should have provision to input
Predefined Co-ordinate system
Parameters
- (xi) Should support layers

12. **Environmental Specifications:**

(a) Working temperature Range = - 10° C to + 50° C

13. **Accessories (with each instrument)**

- * (i) Universal telescopic tripod wooden stand = 3 Nos.
- * (ii) Tri-brachs with optical plummet = 3 Nos.
- * (iii) Poles for prism = 2 Nos.
- * (iv) Single prism with holder and target plate = 2 Nos.
- (v) Compact Flash Card 2GB = 2 Nos.
- (vi) Data transfer cable = 1 No.
- (vii) Internal battery(Additional) = 1 Nos.
- (viii) Battery charger = 1 No.
- (ix) Converter with Cable for external battery (12 /6V automobile) = 1 No.
- (x) **Data processing S/W** = **1 No.**

***Of the same Company(OEM)**

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. QUALIFICATION 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 are in successful operation in other international scientific organizations for two years on the date of bid opening.
- (ii) The bidder shall furnish details of supplies made in the last 2 years to the different organizations in India along with the user's certificate regarding satisfactory functioning of the equipment/instrument. It should have sold same or similar instruments for 3 crores for last two years in the country
- (iii) The purchaser may, if required, see the demonstration of the equipment / Instrument installed in other scientific organizations located nearby Chandigarh/Jalandhar to verify whether the bidder meets the accuracy criteria as indicated in the technical specifications. Bids which do not meet the criteria will be treated as technically non-responsive.

2. COUNTRY OF ORIGIN

- (i) All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules.
- (ii) For purpose of this Clause, "origin" means the place where the Goods are made, or produced, or from where the services are supplied. Goods are produced when through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from the components.
- (iii) The origin of Goods and Services is distinct from the nationality of the Supplier.

3. FORMAT AND SIGNING OF BID

- (i) The bid shall be typed or written in English language only, in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- (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 be initialed by the person or persons signing the bid.

4. **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 Annexure 'D' of the Tender Document.

Part-II Price bid showing item wise price in a separate sealed cover inside the main cover.

- (a) Please confirm that you will forward in advance two copies of each of installation, operation and maintenance instructions and diagrams in English, in case contract is awarded and order placed with you.
- (b) Please indicate, in a separate sheet, duly signed by you, full information in respect of the output that you obtained from the machine you have offered; and also that you guarantee for the performance of the machine under the normal conditions and also that you will demonstrate guaranteed output after installation of the machine.
- (c) 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 ten years (in the case of Electronic and Optical Spare Parts) and 5 years (in the case of Electronic and Mechanical Spare Parts) giving full particulars of the spare parts and tools with the price of each spare part and tool separately.
- (d) **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.
- (e) Please confirm that necessary maintenance of equipment/instrument and spare parts will be made available for life of the machine on a continuous basis at a price not in excess of the net FOB/FAS price after allowing maximum discount and without taking into account any commission payable to the Indian Agents, if any, of the seller. If any such commission is payable, the same shall be indicated and it shall be payable only in Indian Currency.

- (h) Please confirm that if you go out of production of spare parts, then you will give adequate advance notice to the purchaser so that the latter may order his requirements of spares in one lot, if he so desires.

- (i) Please confirm that if you go out of production of spare parts, then you will make available blue prints, drawings of the spare parts and specifications of materials at no cost to the purchaser, if and when required, in connection with the equipment/instrument, to enable the purchaser to fabricate or procure spare parts from other sources.

5. **ADDITIONAL QUESTIONNAIRE FOR IMPORTED STORES**

Please indicate the following particulars in case the instrument is manufactured in foreign and supplied by Indian agent/distributor:-

- (a) The precise relationship between the foreign Manufacturer/Principals and their Indian Agents/Associates.
- (b) The mutual interest which the Manufacturer/Principals and the Indian Agents/Associates have in the business of each other.
- (c) Any payment which the Agents/Associates receives in India or abroad from Manufacturers/Principals whether as a commission for the contract or as a general retainer fee.
- (d) Indian Agent's Permanent Income Tax Account Number.
- (e) Please furnish the following certificates on separate sheets, duly signed by you.

Certify that prices quoted are inclusive of all commission taxes etc.

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

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

7. **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.

8. **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.

9. **TERMINATION FOR INVOLVENCY**

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.

10. **APPLICABLE LAW**

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

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/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair & overhaul of the equipment/instrument, or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter within 12 months from the date of acceptance, we undertake the guarantee to repair/supply free of cost the defective items up to the final destination and the inland expenses borne by the indenter, will be at our cost.

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) twelve 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 contractor which expression shall include his legal representatives) of the one part and the Governor of Punjab (hereinafter called the Government) of the other part and WHEREBY the contractor agrees to supply to the Punjab Land Record Society(hereinafter called PLRS) the under mentioned articles at cost mentioned against them :-

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

- a) That all stores shall be delivered free at by
- b) that all stores supplied shall be new and of good quality and in exact accordance with the sample submitted.
- c) that the inspection of the stores shall be carried out by the himself or by a Gazetted Officer deputed by him at the place mentioned in Para (a) above and that the stores rejected must be removed by the contractor within a week from the date of rejection. All stores not accepted shall lie at the risk of the contractor. If not removed within the period specified above the shall have the right to dispose of such stores as he thinks fit at the risk of the contractor and on his account or if he prefers to charge him rent for the space occupied by same.
- d) that the time of delivery stated above shall be of the essence of the contract and should the contractor fail to deliver the whole/any part of the stores within the period specified in clause (a) and as per the sample the shall have the right to forfeit the deposit mentioned in clause (f) and to purchase the stores elsewhere which the contractor has failed to deliver as aforesaid at the expenses of the contractor and the contractor will be liable to pay such further sum as will be sufficient to meet the difference of cost between the rates tendered and those at which the purchases are actually made should they be higher. This is without prejudice to action being taken under clause h) thereof.
- e) that the 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 contractor will deposit a sum of Rs. as security for compliance with the terms and condition of this contract.

- g) that the contractor 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 contractor becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the, may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- i) If any dispute or difference shall arise including this contract the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the Financial Commissioner Revenue of Punjab State and if he is unable or unwilling to act as arbitrator to the arbitration, of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.

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

Signed by the said contractor

In the presence of:-

1st Witness

Address

2nd Witness

Address

Signed by the said for and on behalf of the
Governor of Punjab

In the Presence of:-

1st Witness

Address

2nd Witness

Address

BANK GUARANTEE BOND

In consideration of the Governor of Punjab (hereinafter called “the Government”) having agreed to exempt _____ (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for supply of Total Stations equipment (hereinafter called “the said Agreement”). of security deposit for the due fulfillment by the said contractors) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, (indicate the name of the bank) _____ (hereinafter referred to as “the Bank”) at the request of _____ Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractors) of any of the terms or conditions contained in the said Agreement.

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

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

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

4. We, (indicate the name of the Bank) _____ further, agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or

discharged or till _____ office/ Department / Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of the Bank) _____ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Government against the said contractors) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Government or any indulgency by the Government to the said contractor(s) or by 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 or the Contractor(s) / Supplier(s).

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

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

