

**GOVERNMENT OF JHARKHAND
DEPARTMENT OF MINES AND GEOLOGY
DIRECTORATE OF GEOLOGY**

Notice No. 03/2018-19

**Tender for purchase of SURPAC or Equivalent Software for
3D Geological Modeling and Resource Estimation**

**Government of Jharkhand
Department of Mines & Geology
Directorate of Geology
Engineer's Hostel No-2, 2nd floor, Dhurwa, Ranchi-834004**

Notice No. 03/2018- 19

Directorate of Geology invites sealed application along with financial offer in attached format from Manufacturer/Distributor for supply and installation of SURPAC or equivalent Software for 3D Geological Modeling and Resource Estimation with Annual License Contract (ALC) of two years and 45 days of training.

Complete tender document along with Terms & Conditions is available on our website www.jharkhand.gov.in

Schedule of Tender

Tender No.	03/2018-19
Cost of Tender Document	Rs. 5000/- (Five Thousand Rupees) paid by only e-challan is available on official website.
Mode of Tendering	Manual
Type of Tender	Multi Bid System
Date of publishing of Tender in website	26.11.2018
Stating date of submission of Tender	26.11.2018
Closing date & time of submission of Tender	10.12.2018
Opening of Tender	11.12.2018 (3.00 PM)
Venue	Directorate of Geology, Department of Mines & Geology, Government of Jharkhand, Engineer's Hostel, 2 nd floor, Dhurwa, Ranchi-04, Email- dirgeojh@gmail.com

(Kumari Anjali)
Director, Geology
Department of Mines & Geology

Government of Jharkhand
Department of Mines & Geology
Directorate of Geology
Engineer's Hostel No-2, 2nd floor, Dhurwa, Ranchi-834004

The Invitation to tender is subject to fulfillment of instructions and conditions as per schedules blow:-

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(Kumari Anjali)

Director, Geology

Department of Mines & Geology

Disclaimer

All information contained in this Tender Document is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this Tender Document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Applicants are required to make their own enquiries and assumptions wherever required.

Directorate of Geology (DG), Department of Mines and Geology reserves the right to reject any or all of the proposals submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. DG also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Tender Document response. DG reserves the right to change/ modify/ amend any or all of the provisions of this Tender Document. Such changes would be posted on the website.

Neither DG nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the Assignment, the information and any other information supplied by or on behalf of DG or their employees and applicant or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of the Tender Document process is confidential to DG and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

SECTION - I

Introduction and Applicant's Profile

Introduction

Directorate of Geology wants to procure and install SURPAC or equivalent software for 3D Geological Modeling and Resource Estimation with Annual License Contract (ALC) of two years and 45 days of training.

Directorate of Geology is carrying out this procurement process with an objective to evaluate and procure the required software meeting the prescribed criteria outlined in this document in response to the applications received in this behalf from the interested and eligible entities.

Scope of the Work includes:

- a) Supply of Software with specifications as per the Schedule of Requirements provided in this document
- b) Product warranty in terms of Technical support as per the period mentioned in this document.
- c) Technical support/ troubleshooting through fax/phone/email.
- d) Complimentary delivery of all upgrades/updates released in India during the period.
- e) Technical support assistance from skilled and experienced analysts.
- f) Complimentary registrations to Annual India User Conferences and World User Conferences (wherever applicable)
- g) Software training from experienced and trained trainers.

The Terms and Conditions Governing the Procurement Process are set out in the subsequent Sections in this document. The evaluation of Application would be carried out based on the prescribed evaluation criteria set by DG for the duly completed applications. In case of incomplete applications, DG may require the applicants to submit any missing/incomplete information/ documents.

DG reserves the right to change the Terms and Conditions Governing Procurement at any point of time.

Applicant's Profile

[On the letterhead of applicant]

1. Name of the Applicant:
2. Name of Proprietor/Partners/Director:
3. Address of the Firm with e-mail, mobile details:
4. GST Registration details (with certified Copies):
5. Permanent Income Tax Number, (PAN) and Income Tax Circle:
6. Power of Attorney (with certified Copies):
7. Applicant should submit Notarized Certificate that Company/Firm/Individual has not been blacklisted in the past by any state government or central government/ department/ agency in India.
8. Address of the Registered Office:
9. CONTACT NO.
 - Telephone:
 - Mobile:
 - Fax:
 - Email id:
10. Registration & incorporation particulars of the firm (with certified Copies):

I/ We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature & seal of the Applicant

SECTION-II

INSTRUCTION TO BIDDER

1. The complete tender in pdf format can be downloaded from the website www.jharkhand.gov.in. Following documents are required to be submitted along with Tender Document Cost of Rs. 5000/- (Rupees Five Thousand only). Tender Document Cost can only be paid through e-challan. e-Challan is available on official website of Mines & Geology i.e. www.jharkhandminerals.gov.in. Hard copy of e-challan deposited to the name of Director, Geology shall be submitted with Tender Document.
2. The cost of application document paid shall be non- refundable. An Application not accompanied by the aforesaid payment shall be considered as non-responsive and the same would be liable for rejection.
3. The bidder participating in tender shall submit their financial offer etc. in the standard formats prescribed in the Tender documents, displayed at www.jharkhand.gov.in. The bidders should attached the scanned copies of all relevant certificates, documents etc. in support of their bid. The bidder should sign on all statements, documents etc. submitted by him, owning responsibility for their correctness/authenticity by his Signature and seal.
4. The bidders are required to submit soft copy of tender document along with hard copy by hand or by speed post.
5. The bidder shall be a company registered under the Indian Companies Act 1956.
6. The bidder shall be in existence for a period of not less than 3 years (from the date of application), as evidenced by its Certificate of Incorporation.
7. One bidder can submit only one tender document.
8. The price should be quoted in INR (Indian National Rupees) and quotation submitted in any other currency will not be accepted.
9. All notices required and all other communications, clarification, documentation and proceedings which are in any way relevant to the Tender Process shall be in writing and in English language.

10. Communication seeking any clarification regarding the process/ documentation should be sent at dirgeojh@gmail.com addressed to Director Geology with the subject line "Query Regarding Tender Process of procurement of SURPAC or equivalent Software for 3D Geological Modeling and Resource Estimation" on or before the dates mentioned in the timeline.
11. The Applicant shall be responsible for and shall bear all costs and expenses associated with the preparation of its Application and its participation in the Tender Process. It is clarified that neither DG shall be responsible nor in any way liable for such costs and expenses regardless of the conduct or outcome of the Tender Process.
12. The Director, Geology, Directorate of Geology, Government of Jharkhand reserves the right to accept or reject any tender or all the tenders without assigning any reason to the tenderer.
13. The successful tenderer is to submit PERFORMANCE SECURITY DEPOSIT (PSD) amounting to 5% of net price of order value which should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. The Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial Bank. The performance Security Deposit amount will be returned to the Supplier after satisfactory completion of the contract. PSD will be forfeited in case of breach of the Work Order clause.

14. SUBMISSION OF APPLICATION

The Technical Proposal shall be placed in separate sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The envelopes containing the Technical Proposal and Financial Proposal shall be placed into an outer envelope and sealed, clearly bearing the identification, “Proposal against Tender Process of procurement of Software for 3D Geological Modeling and Resource Estimation” and “Submitted by Name, Address, E-Mail ID and Contact Phone No. of the Applicant”.

The Application as per the requirements outlined in this document shall reach us at the following address as per the timelines specified for submission in this document:

Directorate of Geology,
Department of Mines & Geology,
Government of Jharkhand,
Engineer’s Hostel, 2nd floor, Dhurwa, Ranchi-834004

15. FRAUD AND CORRUPT PRACTICES:

The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tendering Process. Notwithstanding anything to the contrary contained herein, DG may (a) reject an Application, and/ or (b) cancel the software procurement, without being liable in any manner whatsoever to the Applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during or in relation to the Tender Process.

Without prejudice to the rights of the DG under this clause, if an applicant is found by the DG to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering Process, DG may black list such applicant and in such event the applicant shall not be eligible to participate in any tender or RFQ or Tender Process issued by or on behalf the DG during the period specified by DG in this behalf.

For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender Process;
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tender Process;
- d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the DG with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Tender Process; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in or pursuant to the Tender Process.

16. Payment will be made to firm through ECS system. The details for payment may be provided as follows:-

- | | |
|---|-------------------|
| (a) Name and address of the Beneficiary:- | (b) Bank Name:- |
| (c) Branch Name:- | (d) City:- |
| (e) State:- | (f) Type of A/C:- |
| (g) IFSC Code:- | (h) Account No.:- |
| (i) Mobile No.:- | |

17. PAYMENT TERMS:

- a. Payment will be made in 30-60 days after satisfactory installation and imparting of training of first phase.
- b. As applicable necessary TDS (Income Tax) as well as GST will be deducted as per prevailing Income Tax and GST rule from the billed amount.

- c. Payment towards Annual License Contract (ALC) charges will be paid in two installments of 6 months each. In the first installment 50% of the ALC value will be paid after completion of 6 months period and the remaining 50% after completion of 6 more months i.e. completion of 1 year of ALC. However, the agency needs to submit Performance Security Deposit in the form of Bank Guarantee of an amount equal to 5% of the value of the order before issuance of ALC of the respective years.
18. Corrigendum/ Addendum to the Tender Enquiry/ Tender Schedule: Any Corrigendum/ Addendum will be notified/ hosted on the official website of Jharkhand www.jharkhand.gov.in.
19. The Tender Enquiry (or Tender Schedule) and Purchase order (or resultant contract/award) will be interpreted under Indian Laws.
20. The bidders shall submit the Technical and Financial Bid duly signed by authorized person of the agency.

(Kumari Anjali)

Director, Geology

Department of Mines & Geology

SECTION-III
CONDITIONS OF CONTRACT

1. It should be specifically stated whether GST/other charges, if any etc. are payable in addition to the price quoted, 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.
2. The offer should remain open for 180 days from the date of opening of tender.
3. Any errors or correction should be duly authenticated by the person signing the tender. Overwriting should be avoided.
4. The prices, terms & conditions mentioned in quotation are taken as firm & final. No addition or alteration in quotation shall be entertained at a later stage. No escalation in the prices of either the software or ALC charges is admissible during the total period of the contract.
5. **BID EVALUATION CRITERIA**

The Technical and Price Bid will be opened by purchase committee of Directorate of Geology. Technical Committee of Directorate of Geology will evaluate technical bid and on the recommendation of technical committee purchase committee will open price bid at the time and date as specified in the tender document. The clarifications, particulars, if any, required from the bidders will be obtained either through email or in the conventional method by addressing the bidders. The result of commercial bid evaluation will be displayed on the website www.jharkhand.gov.in

DG reserves the right to verify all statements, information and documents submitted by the Applicant along with their Application in response to this Tender Process document. Any failure of DG to undertake such verification shall not relieve the Applicant of their obligations or liabilities here under to submit true and correct information nor will it affect any rights of DG.

If any information or documentation provided by an applicant is found to be false or misleading during the Tender process, such application would be

liable for rejection. Further, applicant may be considered for blacklisting. Additionally, legal action, as per rules/laws, will be initiated.

Decision of DG regarding procurement of SURPAC or equivalent Software for 3D Geological Modeling and Resource Estimation submitted by Applicant under this process shall be final and binding upon Applicants and no correspondence in this regard will be entertained by DG.

6. RIGHT TO ACCEPT AND REJECT ANY OR ALL APPLICATIONS:

Notwithstanding anything contained in this document, DG reserves the right to accept or reject any Application and to annul the Tender Process and reject all the Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. DG reserves the right to reject any Application if:

- a) At any time, a material misrepresentation and /or concealment of any facts / materials is made or discovered, or
- b) The Applicant does not respond promptly and diligently to requests for supplementary information required for the evaluation of the Application and/or integration of their software submitted therewith, or
- c) If the Applicant engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices as defined in this document.

7. The Applicant shall be responsible to comply with all Applicable Laws.

8. INDEMNITY:

The Applicant agrees to indemnify and hold harmless DMG, their officers, directors, agents and the consultants from and against:

- a) All third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware and related services or any part thereof.
- b) All consequences and liabilities arising out of or in any way connected with the Applicant's negligence, fault, nuisance, breach and failure to perform its obligations under or pursuant to the tender Process.

- c) Any accident, death, loss of property, damages suffered/caused, injury caused or suffered, or any other claim/s, suit/s or legal proceedings initiated by any person arising out of or in relation to the software supplied or related services provided by the Applicant.
- d) The use or misuse by or on behalf of the Applicant of the trademark, symbol, logo, or icon DG otherwise than in accordance with the Terms and Conditions Governing Procurement.

9. ARBITRATION CLAUSE:

In the event of any question, dispute or difference arising out of or in connection with the contract, the same shall be settled amicably by mutual consultations. If such resolution is not possible then the unresolved dispute or difference shall be referred to the sole Arbitration by a person appointed by the Director, Geology, Mines & Geology Department, Government of Jharkhand. There will be no objection to any such appointment on the ground that the arbitrator so appointed is a Government servant or that (s)he has to deal with matters to which this tender pertains or that in the course of his duties as Government servant, (s)he has expressed views on all or any of the matters in dispute. The decision of the Arbitrator so appointed will be final and binding on both the parties. The venue of Arbitration shall be Ranchi and the proceedings shall be held in English under the Arbitration and Conciliation Act 1996.

- 10. Dispute resolution shall be governed by the laws of India and the Courts at Ranchi, Jharkhand shall have exclusive jurisdiction to adjudicate upon any/ all matter(s) arising from this tendering process.
- 11. Any notice or other communication to be given by a party to the other under, or in connection with the matters contemplated by this tender shall be in writing and shall be delivered by hand/ registered post/ courier/ e-mail at the notified address of the party concerned.

12. TERMINATION FOR INSOLVENCY:

Director, Geology, Mines & Geology Department, Government of Jharkhand may also give written notice for termination of contract and without

compensation to the service provider Agency, terminate the contract if the service provider Agency becomes unwilling, bankrupt otherwise insolvent without affecting its right of action or remedy as hirer.

13. FORCE MAJEURE CLAUSE:- If any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, of hostility, acts of the public enemy, Civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist and the decision of Director Geology, Government of Jharkhand as to whether the service have to resume or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
14. Applicant shall not use the Directorate of Geology / Department of Mines and Geology logo or any other trademark, symbol, logo, or icon on or in connection with the purchased software including those on its packaging, manuals, promotional and/or advertising materials, or for any other purpose without an express written permission from DG.
15. An agreement of Rs. 100/- Judicial stamp paper is to be signed before finalization of the work order.

(Kumari Anjali)
Director, Geology
Department of Mines & Geology

SECTION-IV

SCHEDULE OF REQUIREMENT

[On the letterhead of applicant]

Sl. No.	Description	Quantity
1.	<p>SURPAC or equivalent Software with the following features:-</p> <ul style="list-style-type: none">• 3D Graphics Display• Plotting• CAD tools• Surface Modeling• Scripting and automation• Language Support• Auto plot• Data Plug-ins• String File reports• Draft Sight Pro Pack• Geological Drill hole Database• Basic Statistics• Geo-statistics• Solids Modeling with Mess Tools• Block Modeling	1 Number
2.	<p>Annual License Contract for one/two years with free upgrades of software is including major version changes.</p>	1 year or 2 year

3.	Training for 45 days for the Officers at Directorate of Geology, Department of Mines & Geology, Government of Jharkhand	In three phase of 15 days
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Other Specifications of Software:-

- The software should calculate and validate volumes quickly through multiple volume calculation methods.
- The software should have the capability to employ sophisticated database tools to store, manage and review of drilling data.
- The software should have the capability to prepare 3D resource geological model through sophisticated geo-statistical tools
- The software should have the capability to interact & visualize with point cloud data and further processing of the same for survey related activities (meshing, volume calculation, etc.)
- The software should have the capability to work with textured wireframe objects from scanned or photogrammetry sources to enable direct 3D geological mapping of contacts, boundaries and surfaces.
- The software should have the capability to develop new functions using the scripting language embedded within the software to manage work flows in quick way
- The software should be modular (Purchase only the functionality as per requirement) and easily customized to adapt to changing needs
- The software should have the capability to create integrated resource models, pit designs and survey data results in up-to-date ore mark-outs and dig plans with grade and tonnage reports.
- The Software should be present in more than 50 Customers in India.

- The vendor should have a regional based strong technical support team to rectify the queries within very short time as per the difficulty level of problem.
- The software should have a presence in the premier geology and explorations agencies of Govt. of India, Ministry of Mines, viz. GSI and with PSU's like NMDC, MECL, SAIL, CIL, MECON, MCL, UCIL, MOIL who are into both mining / exploration / consultancy.

Important:

The original signed copy of the integrity pact as per Annexure-II of the tender is to be submitted to this office in an envelope super scribed “**Tender for SURPAC or Equivalent Software for 3D Geological Modeling and Resource Estimation**” on or before closing date & time of the tender i.e. at All the pages of the agreement are to be signed.

Documents to be submitted in technical bid:

1. Signed copy of Tender document including Annexure-I on agency's letter head.
2. Certificate of Incorporation of the bidder issued by competent authority.
3. Un-priced bill of materials.
4. Copies of Purchase Orders of other departments for the indented software, if any.
5. Certified list of user agencies with undertaking that information furnished is correct.
6. Authorization from the OEM to participate in the present tender.

UNDERTAKING

ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

[On the letterhead of applicant]

I/We undertake that all the terms and conditions as lay 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 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 work is not found up to the mark and for civil/ criminal proceedings if the job work is found sub-standard or not accordance with the NIT.

I/We certify that the rates quoted by us are the same and not higher than those quoted with other Government public sector or private organizations.

I/We accept “fall clause” and undertake that, in case we supply or quote a lower rate to other Governments, Public sector or private organizations, we will reimburse the excess.

Agency Seal

Authorized Signatory of the Company

Place: _____

Date: _____

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)**

Note: The Undertaking must be submitted on the Agency's letter head.

AGREEMENT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on Day of the month of (year), between, on one hand, the present of India acting through Smt. Kumari Anjali, Director, Geology, Department of Mines & Geology, Government of Jharkhand (hereinafter called the BUYER, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the BIDDER/ SELLER, which expression shall mean and include, unless the context otherwise required, his successors and permitted assigns) of the Second Part;

WHEREAS, the BUYER proposes to procure Software with features like tools, Geology and Surveying with years ALC and training for days and the BIDDER/ SELLER is willing to offer/ has offered for the stores; and

WHEREAS, the BIDDER is a private Company/ Public Company/ Govt. Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is Directorate of Geology, Government of Jharkhand, its functions on behalf of the President of India;

NOW THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract

process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

3. The BIDDERS commits itself to take all measure necessary to prevent corrupt practices, unfair means and illegal activates during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any materials or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or Indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other Intermediary, in connection with this bid/ contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Manufacture/ Integrator/ Authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to

recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept advantage in exchange for any corrupt practice, unfair means and illegal activities.

ANNEXURE-III

FORMAT FOR FINANCIAL OFFER/BID

From,

To,

The Director, Geology

Department of Mines & Geology

Government of Jharkhand

Subject:-Financial offer for

Madam,

This is the financial offer/bid for installation and supply of software against tender number 2018-19 of Directorate of Geology, Department of Mines & Geology, Government of Jharkhand.

Sl. No.	Description	Name of Software with complete module	Quantity	Unit rate in INR (Inclusive of all taxes)
1.	SURPAC or equivalent Software with the following features:- <ul style="list-style-type: none">• 3D Graphics Display• Plotting• CAD tools• Surface Modeling		1 Number	

	<ul style="list-style-type: none"> • Scripting and automation • Language Support • Auto plot • Data Plug-ins • String File reports • Draft Sight Pro Pack • Geological Drill hole Database • Basic Statistics • Geo-statistics • Solids Modeling with Mess Tools • Block Modeling 			
2.	Annual License Contract for two years with free upgrades of software including major version changes.		2 years	
3.	Training for 45 days for the Officers at Directorate of Geology, Department of Mines & Geology, Government of Jharkhand		3 times in a year.	

The agency is ready for further negotiation up to acceptable limit.

Date:-

Signature of Tenderer/Authorized signatory
Name of the Tenderer
Signature & Seal of the Tenderer