

# e-TENDER NOTICE

Jharkhand Space Applications Center  
Department of Information Technology & e-Governance  
2<sup>nd</sup> Floor, Engineer's Hostel - I, Dhurwa, Ranchi

1. On behalf of the Government of Jharkhand, the Director, Jharkhand Space Applications Center (JSAC), Dept. of Information Technology & e-Governance, Government of Jharkhand invites online sealed Bids (Technical and Commercial) for **GIS Based Mapping for Rural Roads Network for PMGSY Scheme of Jharkhand State.**
2. For complete description, tender document & participation details, please visit our website <http://jsac.jharkhand.gov.in> or <https://jsac.procuretiger.com>.
3. The tender document may be downloaded from our website <http://jsac.jharkhand.gov.in> or <https://jsac.procuretiger.com>. and the fee should be paid online only.
4. The details are given below:

<b>Tender Reference</b>	<b>JSAC/2017/1, Date : 21/04/2017</b>
Price of Tender Document	Rs 10,000/-
Last Date and Time for receipt of tender offers	15 <sup>th</sup> May 2017 at 5:00 PM
Date and Time of Opening of tender offers (Technical offer)	17 <sup>th</sup> May 2017 at 11:00AM at Jharkhand Space Applications Center Engineer's Hostel-I, Dhurwa Ranchi – 834004
Time and Date of Opening of Price Bid (Commercial Offer)	Will be communicated after opening of technical bids.

2. Bids should remain valid for acceptance up to 17/08/2017.
3. The Director, Jharkhand Space Applications Center, Ranchi reserves the right to accept or reject any tender offer without assigning any reason.;

Sd/-

Director

Jharkhand Space Applications Center, Ranchi

## CHAPTER 1 QUALIFICATION CRITERIA

The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The request for proposal is open to all bidders who qualify the eligibility criteria as given below:

Sl. No.	PRE-QUALIFICATION CRITERIA
1	The tender document fee is to be paid online.
2	The company should enroll under company act 1956/proprietor firm [A valid certificate to be submitted.]
3	The Earnest Money Deposit (EMD) is to be paid online.
4	The bidder should have Service Tax registration. The latest service tax return certificate valid as on date of tender should be submitted-
5	The bidder should have VAT registration and latest VAT clearance certificate from the component authority. The selected bidders are required to register for VAT in Jharkhand. If Company is not dealing in goods then VAT registration is not required.
6	The tenderers are required to furnish attested copy of PAN Number, TAN Number.
7	<ul style="list-style-type: none"> <li>a) The bidder should be in the business of Remote Sensing, GIS Applications and DGPS/GPS/ETS Survey work for at least five years as on bid calling date.</li> <li>b) The bidder should have worked in at least five projects related to the Remote Sensing, GIS Applications &amp; DGPS/GPS/ETS Survey of the Government/PSU</li> <li>c) Out of which at least one project should be of DGPS/GPS/ETS Survey and the value of the project should be more than or equal to Rs. 25 Lakhs.</li> </ul> [a certificate by self that the company has been in business for last five years]
8	The annual turnover of the company in Remote Sensing, GIS Applications and surveying must exceed Rs. 50 lakhs during the last three financial years. (Authorized Auditors Certificate)
9	The bidder should submit Audited Balance sheet along with Profit and Loss account for the year 2012-13, 2013-14 and 2014-15. [Copy of audited balance sheet along with Profit and Loss account for the year 2012-13, 2013-14 and 2014-15]
10	The bidder should have qualified and experienced manpower for designated work like DGPS/GPS/ETS Survey, satellite data interpretation, digital image processing, Cadastral level mapping, field data collection etc. The entire survey work will be carried out using GPS with 2 to 5 m accuracy. The bidder should have arranged sufficient number of hardware, software and manpower to complete the work within stipulated time frame as per the tender document (Human Resource list to be attached).
11	A self certificate by company to be submitted that company has not been blacklisted in any state of India.
12	Letter for acceptance of all Terms and Conditions signed by authorized signatory.

**Note:** No extra documents should be annexed with the tender.

## CHAPTER 2

### 2.1 SCOPE OF WORK

1. The scope of the work includes the GPS based mapping of Rural Roads Network under PMGSY Scheme of entire Jharkhand State using GPS 2 to 5 m accuracy. The GPS based mapping will be done for the following features;
  - a. **Rural Road Network (PMGSY) of entire Jharkhand State.** The length of the road is approximately **55000** km (PMGSY - 27000km, State Sponsored - 15000km & Other Misc. Scheme - 13000). The payment will be made on total work basis and the certification issued by EE of concerned Works Division. The unique id for each segment of PMGSY Road will be provided by JSRRDA which will be utilized for linking with ommas database.
  - b. Bridge, culverts, Road-Rail level crossings (Manned/Unmanned), Quarry (Stone & Sand/Construction Material Sites), Waste Material Sites within 500 meter as point layer. The unique id for the feature will be provided by JSRRDA.
  - c. PMGSY roads serving all **habitation within 500 meter from the centre line on both side of road** as point layer based on the tabular data are available at OMMAS website, which is approximately 24000 in number which may vary.
2. Processing of survey based generated layers and assignment of attributes as per data provided by JSRRDA.
3. Integration of surveyed road layer with our existing road layer which will be provided through Web Map Service (WMS) by JSAC.
4. The data validation will be done on-screen by concerned Executive Engineer of Works Division of Rural Works Department (RWD) and certificate will be issued. The final validation will be done by JSRRDA and JSAC jointly. The quality checking (Projection, Sliver Polygon, Overshoot/Undershoot etc.) of GIS data will be done by JSAC.
5. After finalization of data, Block-wise maps will be composed by vendor in A0 size containing all layers. The required administrative layer and existing road layer will be provided by JSAC in the form of WMS.
6. Block-wise printing of maps in A0 size 80 GSM plain paper.

### 2.2 TYPE OF CONTRACT

The entire work will be distributed to multiple Vendors in order to meet the project implementation schedule. But not more than 3 commissionaires can be provided to single vendor.

The whole work is divided into following five groups within the jurisdiction of five following Divisional Commissioners:-

1. Santhal Pargana: Deoghar, Godda, Sahebgunj, Pakur, Dumka, Jamtara districts.
2. North Chotanagpur: Chatra, Hazaribag, Ramgarh, Koderma, Giridih, Bokaro, Dhanbad districts.
3. Kolhan: East Singhbhum, West Singhbhum, Saraikela Kharsawan districts.
4. South Chotanagpur: Lohardaga, Gumla, Simdega, Ranchi and Khunti districts.
5. Palamu: Garhwa, Palamu, Latehar districts.

JSAC's evaluation of a bid (after passing pre-qualification criteria) will be made on the basis of prices quoted in the Price Schedule provided in Annexure C.

To complete the project within stipulated time, the work may be allocated to multiple vendors. The work will be allocated Commissionaire wise to technically qualified vendors and based on their work quality and JSAC's satisfaction, subsequent work allocation will be made. However, minimum one Commissionaire will be allocated to a selected vendor first and on the basis of capability.

### **2.3 GIS Data Specification**

The output of the survey work will be on UTM projection, WGS 84 spheroid and datum in geodatabase.

## **CHAPTER 3**

### **JOB REQUIREMENTS & DELIVERABLES**

- I. The bidders/tenderers, to which the contract for the above work is awarded, hereinafter called the service provider (SP), will have sufficient number of technical manpower including survey expert. The Job requirement includes surveying, data processing and map composition.
- II. The validation will be done on-screen block-wise by Executive Engineer (EE) of Concerned Works Division and the certificate will be issued. The service provider has to incorporate all the suggestions/correction recommended by Executive Engineer.
- III. After validation by EE of concerned Works Division, a joint validation will be done by JSRRDA and JSAC.
- IV. The GIS layers generated will be checked for data standard, topology, projection, attribute etc. by JSAC before map composition and final submission.
- V. The SP has to compose the map in A0 size paper as per given template provided by JSAC after approval of all validations and quality checking.
- VI. The Service Provider requires delivering the data in soft copy with certification of completeness and correctness from the QC team as per the following details;
  - a. Geodatabase and kml files of all features/layers;
    - i. Block-wise
    - ii. District-wise
    - iii. State Mosaic
  - a. Block-wise composed map along with MXD.
  - b. Print of block-wise maps containing all layers in A0 size plain paper 80 GSM.
  - c. Block-wise composed map in pdf format.
  - d. The Service Provider requires delivering raw GPS data also.

**CHAPTER 4**  
**IMPORTANT LIMITS AND VALUES RELATED TO BID**

<b>S.N.</b>	<b>Item</b>	<b>Description</b>
<b>1.</b>	Bid Security (EMD)	<b>Rs. 5 Lakhs</b> (Rupees Five lakhs Only)
<b>2.</b>	Bid Validity Period	<b>90</b> days from the date of opening of bid.
<b>3.</b>	Bid Security Validity Period	<b>90</b> days from the date of opening of bid.
<b>4.</b>	Implementation Period	<b>6</b> Months (180 days) from the date of signing of contract.
<b>5.</b>	Warranty Period	<b>90</b> days from the date of submission of deliverables and final acceptance of completion of work whichever falls earlier.
<b>6.</b>	Implementation cum Performance Guarantee Value (in Rupees.)	<b>10%</b> of contract value
<b>7.</b>	Implementation cum Performance Guarantee validity period	<b>180</b> days from the date of submission and delivery and final acceptance of completion of work.
<b>8.</b>	Period for submission of Implementation cum Performance Guarantee	Within <b>15</b> days of receipt of letter of notification of award.
<b>9.</b>	Period for signing contract	Within <b>15</b> days from the date of receipt of letter of notification of award.
<b>10.</b>	Penalty for delay in implementation	Please refer penalty clause 3 in Chapter 7.
<b>11.</b>	Address for correspondence of clarifications	Director Jharkhand Space Applications Center Engineer's Hostel-I, Dhurwa Ranchi – 834004 <b>Phone:</b> 0651-2401719 <b>Fax:</b> 0651-2401720

# **CHAPTER 5**

## **INSTRUCTIONS TO BIDDERS**

### **1. Introduction**

On behalf of the Govt. of Jharkhand, the Director, JSAC, Dept. of IT & e-Govs, Government of Jharkhand invites sealed Bids (Technical and Commercial) **GIS Based Mapping for Rural Roads Network for PMGSY Scheme of Jharkhand State.**

### **2. How prices have to be quoted**

Price should be quoted per km commissionaire-wise for survey and mapping of all feature mentioned in tender document for surveying and data processing for all layers, map composition, map printing and data submission. Any conditional price quoted will not be accepted.

### **3. Pre-Bid Conference**

A Pre-Bid conference of all the intending Bidders will be held at the scheduled date and time as indicated in the **Schedule of the Tender.** Intending Bidders will be allowed to suggest suitable modifications in the clauses indicated in this tender. JSAC will communicate such changes in specifications that are accepted, to all the intending bidders who have obtained the bid document. All such changes will become a part of this document and binding on all the Bidders.

### **4. Cost of Tender Document**

This document will be downloaded from the website <https://jsac.procuretiger.com>. However, such downloaded document will have to be accompanied by online payment of Rs. 10,000/- at the time of submission of bids.

### **5. Cost of Tender**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the JSAC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### **6. Non-transferable Tender**

The tender document is not transferable. Only the party who has purchased this tender form shall be entitled to quote.

### **7. Offer Validity Period**

The tender offer must be valid for 90 days. Any offer falling short of the validity period is liable for rejection.

## **8. Completeness of Tender Offer**

The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

## **9. Two Bid System Tender (To be submitted online)**

The offers shall be in two separate parts containing **Technical** and **Commercial** Offers. The technical and financial documents should be uploaded in prescribed folders.

### **9.1 Technical Offer (To be submitted online);**

The Technical Offer (T.O.) should be complete in all respects and contain all information asked for, except prices. It should not contain any price information. The T.O. should indicate whether **products and services asked** for are quoted, and that all requirements therefore are quoted.

No documents, brochures, leaflet, etc. should be submitted in loose form. All the pages of the tender should be numbered, signed and stamped before scanning and uploading.

The format for submission of Technical Offer is as follows:

1. Essential Documents
2. Tender Offer Form (**Annexure A**) duly filled in.
3. Bidder's Detail (**Annexure B**)
4. Earnest Money Deposit (receipt of online EMD deposit)
5. Other relevant documents establishing the Bidder's eligibility to participate in the tender

### **Documents Establishing Bidders Eligibility and Qualifications**

The Bidder shall furnish, as part of its tender offer, documents establishing the Bidder's eligibility to participate in the tender and its qualifications to perform the Contract as mentioned in Qualification Criteria section.

The Bidder shall also enclose Certificate/Undertaking that the Bidder has quoted for all the items specified in the price. Service tax return for last three years (2013-14, 2014-15, 2015- 16) shall be enclosed.

Letter for acceptance of all Terms and Conditions of the tender document, and Power of Attorney in favour of the person signing the bids should be enclosed.



The Bidder shall enclose documentary proof of his qualifications to the tender in forms P1, P2, P3, P4 and P5.

### **Earnest Money Deposit**

Bidders are required to pay online Rs. 5 Lakhs (Rs. Five Lakhs Only) as Earnest Money Deposit (EMD) along with their offer. Companies registered under NSIC will be exempted from EMD.

Unsuccessful Bidder's EMD will be discharged/ returned within 30 days after the expiration of the period of tender offer validity prescribed by JSAC.

The successful Bidder's bid security will be discharged upon the Bidder executing the Contract and furnishing the Performance Security.

The bid security may be forfeited. If a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions
- ii. To furnish performance security as specified in the terms and conditions

### **9.2 Commercial Offer (To be submitted online);**

The Commercial Offer must be given in the prescribed folder in the online e-tender application. The price bid should not contradict the Technical Offer in any manner.

Bidder should submit their prices only in the Bid Form (**Annexure - C**) given in the tender. Price quoted other than the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations. The price should be inclusive of all taxes. The Bid form prices must not contain any conditions. Conditional Bid Form is liable to be rejected.

### **10. Signing of Tender Offers**

The tender offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the Contract. Power-of-attorney accompanying the tender offer shall indicate such authorization. The person or persons signing the Tender Offer shall put initial on all pages of the Tender Offer, except for laminated printed literatures/ brochures.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the offer shall initial such corrections.

### **11. Erasures or Alterations**

Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is

not acceptable. The JSAC may treat offers not adhering to these guidelines as unacceptable.

## **12. Fixed Price**

The Commercial Offer shall be on a fixed price basis, **inclusive of all taxes and levies**. No price variation should be asked for relating to increases in customs duty, service tax, excise tax, dollar price variation, etc. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.

## **13. Submission of Tender Offers**

Tender offer must be applied online on or before the closing date along with all the information and attachments. JSAC may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of JSAC and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Physical in the form of hard copy, Telex, cable or facsimile offers will be rejected.

## **14. Late Tender Offers**

The online tender submission process for the vendor will be closed as per specified date. There will be no any Late Tender Offer.

## **15. Preliminary Scrutiny**

Prior to the detailed evaluation, the JSAC will determine the substantial responsiveness of each offer to the tender documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Tender Documents without material deviations. The JSAC's determination of an offer's responsiveness is to be based on the contents of the tender offer itself without recourse to extrinsic evidence.

The JSAC will scrutinize the offers to determine whether they are complete, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether the offers are in order.

The JSAC will reject a tender offer determined as not substantially responsive for such Bidder and will not be opened.

The JSAC may waive any minor infirmity or irregularity in a tender offer, which does not constitute a material deviation. This shall be binding on all Bidders and the JSAC reserves the right of such waivers.

## **16. Clarifications of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the JSAC may, at its discretion, ask some or all Bidders for technical clarification of their offer.

The request for such clarifications and the response shall be in writing. To speed up the tender process, the JSAC, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Bidder.

In such cases, original copy of the document describing the technical clarifications must be sent to the JSAC by means of courier/in person.

### **17. Short-listing of Bidders**

The JSAC will short-list technically qualified Bidders and commercial offers of only these qualified Bidders will be opened. The Bidder qualification according to the qualification criteria, qualification and experience for the job of providing services, and track – record of the Bidder, and Compliance of tender conditions and stipulations will form the basis of short-listing.

### **18. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons**

The JSAC will evaluate Technical and Commercial Offers of Bidders previously short-listed as above and determined to be substantially responsive.

### **19. Technical and Financial Evaluation Committee**

The committee consists of

1. Director, JSAC
2. SIO, NIC or his representatives
3. Chief Engineer, JSRRDA
4. Representative from Dept. of Finance, Govt. of Jharkhand
5. Representative from Dept. of Vigilance, Govt. of Jharkhand
6. OSD, JAP-IT
7. Under Secretary/Assistant Director, Department of IT & e-Gov
8. Nodal Officer, JSRRDA
9. Scientist, JSAC
10. Junior Scientist, JSAC
11. Programmer, JSAC
12. Finance Officer, JSAC

will do the Technical Evaluation of the tender. The decision of the committee will be final. The Bidders will have to quote for all the items in the Price Schedule. Certificate/Undertaking stating that the Bidder has quoted for all the items prescribed in the price schedule. This certificate should be accompanied with the technical offer. Non-submission of this certificate will be treated as incomplete non-responsive tender and hence will be rejected in the technical scrutiny.

The technical bid will be evaluated for all essential requirements with supporting documents. After evaluation of the documents, all the bidders fulfilling pre-qualification criteria will be further evaluated based on their experience, capability and competence given below:

<b>Sl. No.</b>	<b>PRE-QUALIFICATION CRITERIA</b>	<b>COMPLIANCE</b>
1	The tender document fee is to be paid online.	Yes/No
2	The company should enroll under company act 1956. [A valid certificate to be submitted.]	Yes/No
3	The Earnest Money Deposit (EMD) is to be paid online.	Yes/No
4	The bidder should have Service Tax registration. The latest service tax return certificate valid as on date of tender should be submitted-	Yes/No
5	The bidder should have VAT registration and latest VAT clearance certificate from the component authority. The selected bidders are required to register for VAT in Jharkhand	Yes/No
6	The tenderers are required to furnish attested copy of PAN Number, TAN Number and TIN Number	Yes/No
7	a) The bidder should be in the business of Remote Sensing, GIS Applications and DGPS/GPS/ETS Survey work for at least five years as on bid calling date. b) The bidder should have worked in at least five projects related to the Remote Sensing, GIS Applications & DGPS/GPS/ETS Survey of the Government/PSU c) Out of which at least one project should be of DGPS/GPS/ETS Survey and the value of the project should be more than or equal to Rs. 25 Lakhs. [a certificate by self that the company has been in business for last five years]	Yes/No
8	The annual turnover of the company in Remote Sensing, GIS Applications and surveying must exceed Rs. 50 lakhs during the last three financial years. (Authorized Auditors Certificate)	Yes/No
9	The bidder should submit Audited Balance sheet along with Profit and Loss account for the year 2012-13, 2013-14 and 2014-15. [Copy of audited balance sheet along with Profit and Loss account for the year 2012-13, 2013-14 and 2014-15]	Yes/No
10	The bidder should have qualified and experienced manpower for designated work like DGPS/GPS/ETS Survey, satellite data interpretation, digital image processing, Cadastral level mapping, field data collection etc. The entire survey work will be carried out using GPS with maximum accuracy has to be maintained w.r.t road width. The bidder should have arranged sufficient number of hardware, software and manpower to complete the work within stipulated time frame as per the tender document (Human Resource list to be attached).	Yes/No
11	A self certificate by company to be submitted that company has not been blacklisted in any state of India.	Yes/No
12	Letter for acceptance of all Terms and Conditions signed by authorized signatory.	Yes/No

## **20. Evaluation of Commercial Bids**

The commercial bids of only technically successful Bidders will be opened and ranking of the Bidders will be done according to the price quoted. The Bidder whose total commercial offer for all items of the price schedule **(Annexure C)** has been determined to be the lowest evaluated offer as detailed above will be awarded the contract.

## **21. Right to Accept Any Offer and to Reject Any or All Offers**

The JSAC reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the JSAC's action.

## **22. Corrupt or fraudulent Practices**

The JSAC requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the JSAC defines the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the JSAC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the JSAC of the benefits of the free and open competition.
- c) The JSAC will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d) The JSAC will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

## **23. Signing of Contract**

At the same time as the JSAC notifies the successful Bidder that its tender offer has been accepted the JSAC will send the Bidder the Contract Form **(Annexure D)** provided in the Tender Documents, incorporating all agreements between the parties. Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the JSAC.

## **CHAPTER 6**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Confidentiality**

The SP must maintain absolute confidentiality of the documents/data received and any other data/information provided to him for the execution of the work. The bidder should not use the Project data for any purpose other than data entry. The SP must remove/destroy the entire data from his custody after completion of the warranty period (Warranty Period is defined as the period specified in the General Conditions of Contract or Special Conditions of Contract. Following Acceptance of the deliverables during which the SP's warranty obligations in respect of the delivered materials are in force. During the warranty period the SP has to keep all the deliverables in safe custody). If at any stage it is found that the bidder is using the data for any other purposes, stringent legal action will be initiated as per applicable law and the contract will be terminated without assigning any reasons.

#### **2. Use of Documents and Information**

- The vendor shall not, without prior written consent from JSAC, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the JSAC in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The Vendor shall not, without prior written consent of JSAC, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents (including this bid document) including generated data, Maps, etc. other than the contract itself, shall remain the property of the JSAC and shall be returned (in all copies) to the JSAC on completion of the Vendor's performance under the contract.

#### **3. Indemnification**

The SP shall, at its own expense, defend and indemnify the JSAC against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the country.

The SP shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the JSAC is required to pay compensation to a third party resulting from such infringement, the SP shall be fully responsible thereof, including all expenses and court and legal fees.

The JSAC will give notice to the SP of any such claim without delay and shall provide reasonable assistance to the SP in disposing of the claim.

The JSAC shall indemnify and defend the SP against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the SP by the Client under the contract.

#### **4. Performance Bank Guarantee**

The performance bank guarantee should be furnished for an amount of 10% of the contract value, valid up-to 1 year after the date of completion of performance obligations, including warranty obligations, in the format specified in Performance Bank Guarantee (**Annexure E**) provided in the tender document or in other format acceptable to the JSAC. Such performance guarantee will be required to be given in the name of the JSAC, Dept. of IT & e-Govs, Govt. of Jharkhand.

The proceeds of the performance bank guarantee shall be payable to the JSAC as compensation for any loss / penalties / liquidated damages resulting from the SP's failure to complete its obligations under the contract. The performance guarantee will be discharged by the JSAC and returned to the SP within 180 days following the date of completion.

#### **5. Prices**

Prices charged for deliverables and Services performed under the Contract shall not be increased from the prices quoted by them in its bid.

#### **6. Taxes and Duties**

The SP shall be entirely responsible for all taxes, duties, license fees, and other such levies.

#### **7. Delay in the SP Performance**

The SP has to start as per the direction of the JSAC at the designated locations and Services shall be made in accordance with the time schedule prescribed by the JSAC in the Schedule of Requirements.

If at any time during performance of the Contract, the SP should encounter conditions impeding timely delivery or installation of the Systems or performance of the Services, the SP shall promptly notify the JSAC in writing of the fact of the delay, likely duration and its cause(s). As soon as practicable after receipt of the SP notice, the JSAC shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, and revised implementation plan will be prepared by both parties.

Except, as provided under GCC Clause, if SP fails in the performance of its delivery or installation obligations shall render himself liable to the imposition of liquidated damages pursuant to GCC Clause, unless client without the application of liquidated damages agrees upon an extension of time.

## **8. Liquidated Damages**

If the SP fails to deliver goods / Services or install any or all of the systems or if any of the goods/ services fail to gain Acceptance within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the performance security, as liquidated damages, a sum equivalent to the percentage of the Contract price specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract.

If delivered or installed goods and/or Services cannot be put to use without the undelivered goods/Services, the damages will be calculated using the total price of the goods/services that cannot be put to use.

## **9. Application of LD**

Liquidated damages shall be assessed “only with respect to data generation” as per schedule, submission of deliverables and its acceptance”.

## **10. Termination for Default**

The JSAC, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part by giving 30 days advance notice; if the SP fails to deliver any or all of goods/services within the period(s) specified in the Contract, or within any extension thereof granted by the Client or if he fails to perform any other significant obligations(s) under this contract.

In the event the JSAC terminates the Contract in whole or in part, the JSAC may procure, upon such terms and in such manner, as it seems appropriate, goods/services similar to those undelivered, and the SP shall be liable to the JSAC for any excess costs for those similar goods or Services. However, the SP shall continue performance of the contract to the extent not terminated.

## **11. Termination for Insolvency**

The JSAC may at any time terminate the Contract by giving written notice to the SP if he becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

## **12. Force Majeure**

The SP shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the and not involving SP’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the SP shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the SP 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.

If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

### **13. Applicable law**

The contract shall be interpreted in accordance with appropriate Indian laws.

### **14. No interest for performance Guarantee**

No interest shall be paid on the earnest money, security deposit and the amount retained against performance guarantee.

### **15. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's last known address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

### **16. Warranty**

The SP warrants that the data for a period of three months from the date of submitting the final deliverables to the client and also from the date of its acceptance. During the Warranty Period, the data will be checked, put to use or reuse. Any deviation will be notified immediately.

If the SP, having been notified, fails to remedy the defect(s) within a week time, the Client may proceed to take such reasonable remedial action as may be necessary, at the SP's risk and expense and without prejudice to any other rights, which the Client may have against the SP under the Contract.

### **17. SP's Obligations**

The SP will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Client's country, and will indemnify the Client from all demands or responsibilities arising from accidents or loss of life. The SP will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.

The SP is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state of the art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

The SP is obliged to work closely with the Client's Project Manager and staff, act within its own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. SP is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanors.

The SP shall appoint an experienced Representative to manage its performance of the Contract within 15 days from Contract signature. The Representative shall be authorized to accept orders and notices on behalf of the SP, and to generate notices and commit the SP to specific courses of action within the scope of the Contract. The Representatives may be replaced only with the prior written consent of the Client.

The SP shall develop the final Project Plan based on Contract requirements, to be submitted to the Client for review and approval within the number of days specified in SCC from the Effective date of the Contract, with all reasonable and necessary input from the Client.

### **18. Resolution of Disputes**

The JSAC and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations, the JSAC and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to an Arbitrator to be nominated by the JSAC. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Ranchi.

### **19. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Ranchi courts only.

## **CHAPTER 7**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

- i. The following Special Conditions of Contract (SCC) shall supplement to the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract.
- ii. As has been explained in the scope of the Work, accuracy of data generated is of utmost importance. Therefore, SP will have to put special efforts to ensure that the data generated is accurate to almost 100% accuracy levels.
- iii. Data Validation will be done by Executive Engineer of concerned Works Division and certificate will be issued. Joint validation will be done by officials of JSRRDA and JSAC.
- iv. The Quality Checking (QC) will be done by JSAC for data standard, topology, projection, attribute etc. before map composition and final submission.
- v. The SP will have to ensure the incorporation of QC team suggestions before undergoing for next QC.

#### **1. Roles of various parties to the contract**

Following is the summary of the roles of SP, JSRRDA and JSAC in the operation of this contract.

##### **Role of the SP**

- Entering into agreement with the department and submitting the performance guarantee.
- Survey of Rural Road Network (PMGSY), Bridge, culverts, Road-Rail level crossings (Manned/Unmanned), Quarry (Stone & Sand/Construction Material Sites), Waste Material Sites, Habitation.
- Arrangement for data validation/quality checking by EE/JSRRDA/JSAC and incorporation of suggestions.
- Map composition, printing and data base management
- Infrastructure establishment with necessary men, machinery, power back-up etc.
- Insuring all men, machines and material against all risks.
- To implement the project with his own men and material. Subcontracting is not allowed.
- Handling over the deliverables and obtaining necessary certification and accountability for the same.
- Reporting progress of the work weekly (Every Friday).

### **Role of JSRRDA**

- Providing the details of the road/habitation/ other features to be surveyed
- Providing details of attributes for all features
- Coordination with Executive Engineer of Works Division for survey work, data validation and issuance of certificate.
- Data validation jointly by JSAC

### **Role of the JSAC**

- Project Implementation and Coordination
- Entering into an agreement with SP and accepting the performance guarantee.
- Quality checking of before submission of final data.
- Development of Web based GIS Application

## **2. Terms of Payment**

The JSAC will release the payments in installments on completion of each block. The installment of the payments will be as per the following milestones:

- (i) 45% of the invoiced amount on submission of geodatabase of surveyed block after validated Executive Engineer of concerned Works Division of Rural Works Department.
- (ii) 45% of the invoiced amount after submission of all database of concerned including soft copy (Geodatabase of all surveyed layers, kml file, mxd of composed maps and pdf) and hard copy (blockwise prints in A0 size paper) after verification by JSAC and JSRRDA.
- (iii) 10% on completion of the warranty period.

The bills will be submitted for completed work per km of entire individual block after validation/quality checking.

## **3. Penalty**

The bidder has to start the setup along with complete equipment within 15 days from the date LOI or 7 days from the Date of entering into contract agreement. In case the bidder fails to start the work within this period, then the JSAC shall be entitled in his opinion to levy the penalty at his discretion not exceeding Rs.500/- per day or part thereof.

If the bidder fails to complete the entire work within a period of three months from the date of starting the work, for every day of the delay in delivery of the deliverables then, the JSAC at its discretion will levy a penalty of Rs.500/- per day or part thereof.

## **4. Payment Authority**

The JSAC will make the payment as per payment terms and conditions.

## **5. Insurance to men, machine and material**

The SP has to insure against all risks on his men, machine and material and provide the evidence before commencing the work to the client.

## **6. Subcontract**

### **Subcontract is not allowed in any form.**

During the program, if found that SP has given subcontract, the contract will be cancelled and implementation cum performance security will be forfeited besides black listing the bidder to participate in any future tender of Government of Jharkhand.

## **7. Infrastructure arrangement by SP**

The SP shall make his own arrangements for infrastructure which includes furniture, power back-up, water, and transportation of personnel deployed by him, in addition to the men, machine and material.

**ANNEXURE A**

**TENDER OFFER FORM (TOF)**

Date: \_\_\_\_\_

Tender Reference No.: \_\_\_\_\_

To:  
Director,  
Jharkhand Space Applications Center  
Department of IT, Govt. of Jharkhand  
Engineer's Hostel-I, Dhurwa  
Ranchi-834004.

Dear Sir,

Having examined the tender documents including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide facility management services in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence the services within 30 days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If our tender offer is accepted we will obtain the guarantee of a bank for a sum of 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer for 90 days and the same shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017

Signature: \_\_\_\_\_ (In the Capacity of)  
\_\_\_\_\_ Duly authorized to sign the tender offer for and  
on behalf of

**ANNEXURE B**

***Bidder's Details***

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

	<b>Item</b>	<b>Details</b>
<b>1</b>	Name of the Company/Agency/ Organization	
<b>2</b>	Mailing Address	
<b>3</b>	Telephone	
<b>4</b>	Fax	
<b>5</b>	Turnover of the company .....	
<b>6</b>	Profit of the company .....	

## ANNEXURE C

### Commercial Bid Form (PRICE SCHEDULE)

Tender Reference No. \_\_\_\_\_

**Price should be quoted per km commissionaire-wise for survey and mapping of all feature mentioned in tender document, map composition and printing of maps in A0 size.**

S.No	Item/Activities	Rate per km INR (Combined Rate)				
		North Chhotanagpur	South Chhotanagpur	Santhal Pargana	Kolhan	Palamu
	a. GPS based survey for following features; i) Rural Road Network (PMGSY) of entire Jharkhand State ii) Bridge, culverts, Road-Rail level crossings (Manned/Unmanned), Quarry (Stone & Sand/Construction Material Sites), Waste Material Sites within 500 meter as point layer. iii) PMGSY roads serving all habitation within 500 meter as point layer. b. Block-wise map composition and printing of maps in A0 size on 80 GSM plain paper.					

Note : Bidders may quote more than one commissionaire.

**Place:**  
**Date:**

**Bidder's signature  
and seal.**

Note: The cost inclusive of all applicable taxes and duties and all other costs of the SP.



## **ANNEXURE D**

### **CONTRACT FORM (CF)**

AGGREEMENT            MADE            this            \_\_\_\_\_            day            of  
\_\_\_\_\_ 201...between

\_\_\_\_\_ (hereinafter called "the Service Provider" of the one part and the Jharkhand Space Applications Center (hereinafter called JSAC ) of the other part.

WHEREAS the Service Provider has tendered to the JSAC for **“GIS Based Mapping for Rural Roads Network for PMGSY Scheme of Jharkhand State”** as per the instructions given in the acceptance of tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the Government the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in section under the heading “Conditions of Contract” and other such conditions forming part of the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ which will hold good during period of this agreement. The following shall be the additional documents that will also form part of this contract:
  - i) The Instructions to Bidders included in the Tender Document as above.
  - ii) The Bid submitted by the Contractor.
2. Upon breach by the contractor of any of the conditions of the agreement, the Government may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the Service Provider and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the JSAC which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
3. The Service Provider has placed with a Performance Security Deposit for Rs ----- as security for compliance with the Service Provider's performance obligations in accordance with the Contract. Upon the determination of this agreement whether by defluxion of time or otherwise, the Performance Security Deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the Service Provider but without interest and after deducting there from any sum due by the Service Provider to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until 3 months after the expiry of the contract period.
5. Notwithstanding anything contained herein or in the tender and acceptance forms contained, the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one months notice in writing without compensating the Service Provider.
6. In consideration of the payments to be made by the JSAC to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the JSAC to provide the data entry services and to remedy defects therein conformity in all respects with the provisions of the Contract.
7. Notices in connection with the contract may be given by any officer of the Government authorized by the Government.
8. In witness whereof he said \_\_\_\_\_ has set his hand hereto and Director, JSAC or his authorized representative has on behalf of the Government of Jharkhand affixed his hand and seal thereto the day and year first above written.

Ranchi

Contractor

JSAC

Witness

Witness

**ANNEXURE E**

**PERFORMANCE BANK GUARANTEE (PBG)**

To:  
Director,  
Jharkhand Space Applications Center  
Department of IT, Govt. of Jharkhand  
Engineer's Hostel-I, Dhurwa  
Ranchi- 834004.

WHEREAS \_\_\_\_\_ (Name of Service Provider) hereinafter called "the Service Provider" has undertaken, purchase of Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 201... to supply \_\_\_\_\_ (Description of goods and Services) hereinafter called "the Contract". AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ 201....

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

1. Upon breach by the contractor of any of the conditions of the agreement, the Government may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the SP and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Government which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.
2. The SP has placed with a Performance Security Deposit for Rs ----- as security for compliance with the SP's performance obligations in accordance with the Contract. Upon the determination of this agreement whether by effluxion of time or otherwise, the Performance Security Deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the SP but without interest and after deducting there from any sum due by the SP to the Government under the terms and conditions of this agreement.
3. This agreement shall remain in force until 3 months after the expiry of the contract period.
4. Notwithstanding anything contained herein or in the tender and acceptance forms contained, the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one months notice in writing without compensating the SP.
5. In consideration of the payments to be made by the JSAC to the SP as hereinafter mentioned the SP hereby covenants with the JSAC to provide services for Data Entry/ Scanning and to remedy defects therein conformity in all respects with the provisions of the Contract.
6. The JSAC hereby covenants to pay the SP in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
7. Notices in connection with the contract may be given by any Officer of the Government authorized by the Government.
8. In witness whereof he said \_\_\_\_\_ has set his hand hereto and Director, JSAC or his authorized representative has on behalf of the Government of Jharkhand affixed his hand and seal thereto the day and year first above written.

Ranchi

Contractor

JSAC

Witness

Witness

**Name of the SP:**

**Name of the Project:**

**Form – P1 (General Information of the SP)**

1. **Name of the SP (Company)** :
2. **Address** :
3. **Telephone Number(s)** : Phone:  
Fax:
4. **Email** :
5. **Web-Site** :
6. **Legal Status** :
7. **Date of Establishment** :
8. **Quality Certifications attained by the company** :
9. **Name of the Contact Person Details for future correspondence** : Name:  
Email:  
Phone:
10. **EMD details** : Rs:  
EMD Valid Up to

**Place:**

**Date :**

**Bidder's signature  
and seal.**

**Name of the SP:**  
**Name of the Project:**

**Form – P2**

**Particulars of Turnover in the last 3 financial years.**

*(As per audited Accounts)*

Year	Turnover of the company	Profit After Tax
(1)	(2)	(3)
2012-2013		
2013-2014		
2014-2015		

**Place:**  
**Date :**

**Bidder's signature  
and seal.**

**Note:**

1. Please attach audited Balance Sheets and IT return statements that clearly shows and confirms the figures mentioned in columns (2) & (3).
2. Provide sufficient evidence to support information provided in the above table otherwise the bid will be treated non-responsive.

**Name of the SP:**

**Name of the Project:**

**Form – P3**

**Project wise details**

**In respect of Remote Sensing, GIS Applications and DGPS/GPS/ETS Survey works under taken during 2010-11, 2011-12, 2012-13, 2013-2014, 2014-2015**

<i>S.No.</i>	<i>Name of the Client</i>	<i>Project Duration</i>		<i>Value of Project in RS.</i>	<i>Brief Description of the Project</i>
		<i>Start Date</i>	<i>Completion Date</i>		
1.					
2.					
3.					
4.					
5.					
6.					
7.					

**Place:**

**Date:**

**Bidder's signature  
and seal.**

**Note:** *Provide sufficient evidence such as agreements / work order and/or work completion certificates to support information provided in the above table.*

**Form – P4**

**Litigation History**

We certify that there is no litigation history against the Company. If it is found in future, the contract will be terminated.

**Place:**  
**Date:**

**Bidder's signature  
and seal.**



**Form - P5**

**FORMAT FOR EVIDENCE OF ACCESS TO/OR AVAILABILITY OF OVERDRAFT/  
CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above company, we shall be able to provide Over Draft certificate or Bank guarantee certificate or Bank solvency certificate to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract.

-- Sd. --

Name of the Bank

Senior Bank Manager

Address of the Bank