

TENDER NOTICE

Jharkhand Space Applications Center
Department of IT, Govt. of Jharkhand
2nd Floor, Engineer's Hostel - I, Dhurwa, Ranchi

Tel : 0651-2401719, Fax : 0651-2401720, Email : Jey_directorJSAC@jharkhand.gov.in

On behalf of the Government of Jharkhand, the Director, Jharkhand Space Applications Center (JSAC), Dept. of Information Technology, Government of Jharkhand invites sealed Bids (Technical and Commercial) for **Digitization of Base Maps on 1:10,000 scale (approx 226 nos.)** under the project "Geospatial Decision Support System for Natural Resource Evaluation and Environmental Management in Damodar Valley"

1. A complete set of tender documents may be purchased by any interested eligible tenderer upon payment of a non-refundable fee of Rs. 5000/- payable by Demand Draft drawn in favour of Jharkhand Space Applications Center, Ranchi.
2. The copy of tender document may be obtained from JSAC from 14:00 Hrs to 16:30 Hrs on all working days.
3. It can also be downloaded from www.jharkhand.gov.in or <http://jsac.jharkhand.gov.in> in which case the fee should be enclosed with the bid document at the time of submission.
4. The details are given below:

Tender Reference	JSAC/14/2011 Date : 23/09/11
Price of Tender Document	Rs 5000/-
Date of commencement of sale of tender document	24-09- 2011
Last Date of sale of tender document	11-11- 2011 up to 11.00 AM
Pre-bid Conference date & place	10-10-2011 at 11.00 AM Jharkhand Space Applications Center Engineer's Hostel-I, Dhurwa Ranchi – 834 004
Last Time and Date for receipt of tender offers	11-11-2011 at 11:00 AM
Time and Date of Opening of tender offers (Technical offer)	12-11-2011 at 11:00 AM at Jharkhand Space Applications Center Engineer's Hostel-II, Dhurwa Ranchi – 834 004
Time and Date of Opening of Price Bid (Commercial Offer)	To be announced after opening of Technical Offer.

5. 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

1.Pre Qualification Criteria

Bidders desirous of bidding for the project shall meet the following pre-qualification:

1. The bidder should be in the business of Remote Sensing and Geographic Information System (GIS) applications for at least five years as on bid calling date.
2. The annual turnover of the firm in scanning, digitization and interpretation work must exceed Rs. 1 Crore per year during the last two financial years out of which the project of Rs. 0.5 Crore should be related to Government/PSU. The bidder should submit Audited Balance sheet, Profit and Loss A/c for the year 2009-10 and 2010-11 and auditors' reports and copies of work completion certificate which should clearly states the nature of activities and amount of work has been completed.
3. The bidder should have qualified and experienced manpower for designated work like scanning, digitization and georeferencing & GIS.
4. The bidder should have sufficient infrastructure for digitization work as on bid calling date.
5. The Bidder should have been empanelled / working with govt. of Jharkhand on Digitisation of maps/GIS / DGPS survey / Satellite Mapping works or with any State Remote Sensing Application Centre or with ISRO
6. The bidder should not have been blacklisted by any Government Department(s) of Jharkhand or by any external funding agency. **As a proof of non blacklisted company by any State Government Department or Govt. of India, the company should provide an affidavit.**

The tenderer shall also enclose Certificate/Undertaking that the Bidder has quoted for all the items specified in the price schedule, Sales Tax and Service Tax Registration Certificate from the competent authority showing the latest Sales Tax and service tax paid receipts; Letter for acceptance of all Terms and Conditions of the tender document, and Power of Attorney in favour of the person signing the bids.

2. Name of the Project & Scope of work

“Geospatial Decision Support System for Natural Resource Evaluation and Environmental Management in Damodar Valley”

Under which the following principal components are involved:

- i. Scanning of 1:10,000 scale Base Maps (approx 226 nos. of A0 size sheets) of Damodar Valley Corporation (each sheets covering approx. 4' 30" x 4' 0" area) in JSAC (Scanner will be provided by JSAC)
- ii. Pdf conversion of Scanned map
- iii. Georeferencing of scanned maps
- iv. Digitization/feature extraction of all the information of Base Map & attributing
- v. Map composition, pdf and pmf conversion
- vi. Submission of final deliverables as per project standards

3. Job Requirements & Deliverables

- I. The bidders/tenderers to whom the contract for the above work is awarded, hereinafter called the service provider (SP)/agency, should have sufficient number of scanners and necessary hardware and software for scanning and digitization of maps. The SP should have also sufficient number of digitization/GIS staff.
- II. Entire work of digitization will be carried out within JSAC's premises.
- III. JSAC will provide the scanning facility, space for office/lab, power, table & chairs (10 Nos. only) and Local Area Network to the successful vendor.
- IV. The Service Provider is responsible for the internal Quality Check (QC) and any anomalies/mistakes should be corrected before the External QC by JSAC.
- V. The Service Provider requires delivering the data in soft copy in shape file and Personal Geo database along with the ArcGIS mxd file and maps composed in template supplied by JSAC in two copies with certification of completeness and correctness from EQC team of JSAC.

4. Important limits and values related to bid

S.N.	Item	Description
1.	Bid Security (EMD)	Rs. 40,000/- (Rupees Forty thousand Only)
2.	Bid Validity Period	90 days from the date of opening of bid.
3.	Implementation Period	6 Months from the date of signing of contract.
4.	Implementation cum Performance Guarantee Value (in Rupees.)	10% of contract value
5.	Implementation cum Performance Guarantee validity period	90 days from the date of submission and delivery and final acceptance of completion of work. Performance Guarantee Validity beyond 1 year from the date of completion of work
6.	Period for submission of Implementation cum Performance Guarantee	Within 10 days of receipt of letter of notification of award.
7.	Period for signing contract	Within 15 days from the date of receipt of letter of notification of award and after submission of Performance Guarantee
8.	Penalty for delay in implementation	Please refer penalty clause.
9.	Warranty Period	6 Months from the date of submission of deliverables and final acceptance of completion of work whichever falls earlier.
10.	Address for correspondence of clarifications	Director Jharkhand Space Applications Center Engineer's Hostel-I, Dhurwa Ranchi – 834 004 Phone: 0651-2401719 Fax: 0651-2401720

5: INSTRUCTIONS TO BIDDERS

1. Introduction

On behalf of the Govt. of Jharkhand, the Director, JSAC, Dept. of IT, Government of Jharkhand invites sealed Bids (Technical and Commercial) for Digitization of Base Maps on 1:10,000 scale under the project **“Geospatial Decision Support System for Natural Resource Evaluation and Environmental Management in Damodar Valley”**

2. How prices have to be quoted

Price should be quoted per map sheet including the scanning, pdf conversion of scanned maps, georeferencing, Digitization, Attributing, Finalization, Map Composition, Submission of Soft copy in DVD/Hard Disc. No Hard copy print will be required for QC. QC will be carried out in soft copy.

The price should be clearly stated including all taxes. Any conditional price quoted will not be accepted.

3. Time Schedule : 6 months

The total work should be organized in such a way that the time taken for scanning, digitization & Quality Check of data approximately should not normally exceed 6 months from the date of assignment of the contract.

4. Deliverables

Following will be the deliverables of the project;

1. Scanned map in pdf format
2. Scanned, digitized and georeferenced map in tiff format
3. Vector layers of all features with proper attribute (Sheet-wise as well as mosaiced for study area)
4. Map Composition sheet-wise & for entire area
5. Composed map exported in pdf and published in pmf format
6. Soft copy of all the above in systematic folder in DVD/Hard Disc.

5. 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 and will also be incorporated in the bid

document. All such changes will become a part of this document and binding on all the Bidders

6. Cost of Tender Document

A complete set of tender documents may be purchased by any interested person or company on the submission of a written application to JSAC and upon payment of a non-refundable fee of Rs. 5000/- only through DD payable to Jharkhand Space Applications Center at Ranchi. This document may also be downloaded from the website www.jharkhand.gov.in or <http://jsac.jharkhand.gov.in>. However, such downloaded document will have to be accompanied by a DD of Rs. 5000/- at the time of submission of bids.

7. 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.

8. Non-transferable Tender

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

9. Offer Validity Period

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

10. 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.

11. Two Bid System Tender

The offers shall be in two separate parts containing **Technical** and **Financial** Offers. Two separate sealed envelopes containing the Technical and Financial offers respectively should be enclosed together in a larger

envelope, sealed and superscripted with the Tender Reference Number and Name of the Bidder.

Both the inside envelopes should be separately securely sealed and stamped. The sealed envelopes must be super-scribed with the following information:

Type of Offer (Technical or Commercial):

Tender Reference Number:

Name of Bidder:

11.1 ENVELOPE – I (Technical Offer):

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.

The Technical Offer must be submitted in an organized and neat manner. No documents, brochures, leaflet, etc. should be submitted in loose form. All the pages of the tender should be numbered, signed and stamped and reference should be made to these pages if required.

The format for submission of Technical Offer is as follows:

Index

Essential Documents

Tender Offer Form (**Annexure A**) duly filled in.

Bidder's Detail (**Annexure B**)

Earnest Money Deposit

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 **Pre Qualification Criteria** section.

The Bidder shall also enclose Certificate/Undertaking that the Bidder has quoted for all the items specified in the price schedule.

Details of Technical manpower working with the firm, including the total number for the last one year and also including extracts of employee's register and details of proof of statutory payments made towards E.S.I. and Provident Fund in respect of these employees should be furnished.

VAT/Sales Tax Clearance Certificate from the competent authority 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, P5 and P6.

Earnest Money Deposit

Bidders are required to give EMD of Rs 40,000/- as Earnest Money Deposit (EMD) along with their offer. The EMD should be given in the form of a bank draft payable to Jharkhand Space Applications Center, Ranchi.

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 EMD will be discharged upon the Bidder executing the Contract and furnishing the Performance Security.

The EMD 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

11. 2 ENVELOPE-II (Financial Offer)

The **Financial** Offer must be given in a separate sealed envelope. 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.

12. Signing of Tender Offers

The original Tender Offer 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.

13. 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.

14. Fixed Price

The Financial 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.

15. Submission of Tender Offers

JSAC shall receive sealed Tender Offers at the address specified above not later than the time and date specified in the invitation for Tender Offers. In the event of the specified date for the submission of Tender Offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

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.

Telex, cable or facsimile offers will be rejected.

16. Late Tender Submission

Any tender offer received by JSAC after the deadline for submission of tender offer prescribed by JSAC, pursuant to the clause above, will be rejected and/or returned unopened to the Bidder.

17. 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.

18. 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.

19. Short-listing of Bidders

The JSAC will short-list technically qualified Bidders and financial offers will be opened for only those qualified Bidders. 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.

20. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons

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

21. Technical Evaluation

The committee constituted by 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.

There will be two stage of technical bid evaluation. At first stage, the enclosures will be checked for correctness. After evaluation of the documents, all the bidders fulfilling pre qualification criteria will be considered as successful bidders for Financial bid opening.

22. Evaluation of Commercial Bids

The Financial 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.

23. 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.

24. 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.

25. 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.

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 DVC Ltd., Govt. of India /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 DVC Ltd. /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 DVC Ltd. /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 Filled Questionnaires, Maps, etc. other than the contract itself, shall remain the property of the DVC Ltd. /JSAC and shall be returned (in all copies) to JSAC on completion of the Vendor's performance under the contract.

3. Indemnification

The Service Provider (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 Guarantee

The performance guarantee should be furnished for an amount of 10% of the contract value, in the format specified in Performance Security Form (**Annexure E**). Performance Guarantee Validity beyond 1 year from the date of completion of work. Such performance guarantee will be required to be given in the name of the JSAC, Dept. of IT, Govt. of Jharkhand.

The proceeds of the performance guarantees 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 60 days following the date of completion of the SP's performance obligations after 12 months, including any warranty obligations if any.

5. Payment

The method and conditions of payment to be made to the Service Provider under this contract is specified in the relevant section (**Sub-Section 2 or Section 5: Terms of Payment**).

The SP's request(s) for payment shall be made to the JSAC in writing, accompanied by an invoice describing, as appropriate, the deliverables

defined are delivered and accepted, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract, if any, will be deducted at source as per IT Act.

6. Prices

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

7. Taxes and Duties

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

8. 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.

9. 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.

10. Application of LD

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

11. 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.

12. 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.

13. Force Majeure

The SP shall not be to 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.

14. Applicable law

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

15. No interest for performance Guarantee

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

16. 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.

17. Warranty

The SP warrants that the data for a period **of twelve 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.

18. 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.

19. 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 two Arbitrators: one Arbitrator to be nominated by the JSAC and the other to be nominated by the Vendor. 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.

20. Legal Jurisdiction

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

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 entered is of utmost importance. Therefore, SP will have to put special efforts to ensure that the data entered is accurate to almost 100% accuracy levels.

1. Roles of various parties to the contract

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

Role of the SP

- Entering into agreement with the department and submitting the performance guarantee.
- Scanning, Digitization, Attributing, Map composition of Maps
- Incorporation of QC team suggestions
- Infrastructure establishment with necessary men, machinery etc at JSAC.
- Insuring all men, machines and material against all risks.
- To implement the project with his own men and material. Subcontracting is not allowed.
- Quality maintenance.
- Handing over the deliverables and obtaining necessary certification and accountability for the same.
- Reporting the progress of the work on weekly basis.

Role of the JSAC

- Project Implementation and Coordination
- Entering into an agreement with SP and accepting the performance guarantee.
- JSAC will provide space & power backup for Digitization work.
- Quality Checking & Progress Monitoring

2. Terms of Payment

The JSAC will release the payments in installments as per the following milestones:

- (i) 50% of the Invoiced amount of completed sheets after the EQC approval.

- (ii). 40% of the Invoiced amount after submission of final deliverables including soft copy
- (iii). 10% on completion of the warranty period.

The bills will be submitted to the JSAC who will certify about the quality/correctness and quantity of the work done. JSAC will then make payments according to the schedule given above.

3. Penalty

The bidder has to start the setup along with complete equipment within 30 days from the date LOI or 15 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.1,000/- per day or part there of.

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 power, water, and transportation of personnel deployed by him, in addition to the men, machine and material.

Annexure A

TENDER OFFER FORM (TOF)

Date: _____2011

Tender Reference No.: _____

To:
Director,
Jharkhand Space Applications Center
Department of IT, Govt. of Jharkhand
Engineer's Hostel-II, 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 120 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 _____2011

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.

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

Annexure C
PRICE SCHEDULE

To be returned in original along with the Tender in ENVELOPE-II
(Financial Offer)

Serial No. -----

Tender Reference No. _____

Job Description :

Scanning, Georeferencing, Digitization, attribute attachment, Map Composition

Price quote Per Sheet (in Rupees figures):

Sl. No.	Purpose/Item	Price Rate quoted per Sheet (Rs.)
1.	Scanning, Georeferencing, Digitization, attribute attachment, Map Composition, pdf/PMF conversion etc.	

Note: The rates should be inclusive of deliverables for Quality Checks, soft copy as well as taxes including service tax. The delivery of the data and maps in the desired format is the responsibility of the vendor and no extra cost shall be provided for the same.

I hereby declare that Service tax, Income tax, Surcharge on Income tax, Professional tax and any other tax/duties/cess etc., if any, applicable under law/statute, shall be paid by me.

Signature of Bidder _____

Business Address _____

Place:

Date:

Annexure D

CONTRACT FORM (CF)

AGGREEMENT MADE this _____ day of _____ Two thousand Five 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 **Geospatial Decision Support System for Natural Resource Evaluation and Environmental Management in Damodar Valley** 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 6 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 the 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 SECURITY FORM (PSF)

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

WHEREAS _____ (Name of Service Provider) hereinafter called "the Service Provider" has undertaken, purchase of Contract No. _____ dated, _____ 2011 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 _____ day of _____ 2011
Signature and Seal of Guarantors

Date _____

Address: _____

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 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.
3. 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.
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 SP.
6. 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.
7. 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.
8. Notices in connection with the contract may be given by any Officer of the Government authorized by the Government.
9. In witness whereof the 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

Witness: CONTRACTOR

1. For JSAC

Various Forms required for establishing eligibility

Name of the SP:

Name of the Project:

Form – P1 (General Information of the Service Provider)

1. Name of the SP (Company / Firm) :
2. Address :
3. Telephone Number(s) : Phone:
: Fax:
4. Email :
5. Web-Site :
6. Legal Status : Public Ltd Company / Private /
: Partnership firm
7. Date of Establishment :
8. Quality Certifications attained by the firm :
9. Name of the Contact Person Details for future correspondence :
Name:
e-mail:
Phone:
10. EMD details : Name of the Bank:
: Rs:
EMD Valid up to:
11. Proof of purchase of bid document (if purchased), otherwise a demand draft of Rs. 5000 : JSAC Receipt No:
: Date of purchase:

Place:

Date :

**Bidder's signature
and seal.**

Name of the SP:
Name of the Project:

Form – P2

Particulars of Turnover in the last 2 financial years.

(As per audited Accounts)

Year	Turnover of the firm	Profit After Tax
(1)	(2)	(3)
2009-2010		
2010-2011		

Place:
Date:

**Tenderer's signature
and seal.**

Note:

- 2. Please attach audited Balance Sheets and IT return statements that clearly show and confirms the figures mentioned in columns (2) & (3).*
- 3. 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 Digitization works under taken during 2009-10, 2010-11

<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:

- a. Provide sufficient evidence such as agreements, work completion certificates to support information provided in the above table.

Name of the SP:

Name of the Project:

Form – P4

Infrastructure available with the SP as on the date of bid submission date

<i>S.No.</i>	<i>Description</i>	<i>Configuration/ Details</i>	<i>Number of items available</i>	<i>Year of Purchase</i>	<i>Purchase Value (in Rupees)</i>
Hardware					
1.	Servers				
2.	Desktops				
3.	Scanners				
4.	Printers				
5.	CD Writers				
6.	Backup Devices				
System Software					
1.	Operating System Software				
2.	GIS Software				
3.	Image Processing Software				
4.	Others				
Manpower	GIS related	DIP related	DGPS related	Field Survey	Others
No.					

Place:

Date:

**Bidder's signature
and seal.**

Form – P5

Litigation History

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

Form – P6

**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 firm, we shall be able to provide overdraft/credit facilities 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