

SI No.....

**JHARKHAND SPACE APPLICATIONS CENTER,**

Department of Information Technology, Govt. of Jharkhand  
Ground Floor, Engineer's Hostel-I, Near Goal Chakkar, Dhurwa, RANCHI-834004 (Jharkhand)  
Tel : 0651-2401719 , Fax : 0651-2401720

---

**REQUEST FOR PROPOSAL***on***COMPUTERIZATION OF RECORD OF RIGHT (ROR) DOCUMENTS  
(Khatian and Register-II) Districtwise for each of the  
following 20 districts of Jharkhand State**

1. Bokaro
2. Chatra
3. Deoghar
4. Dhanbad
5. Dumka
6. East Singhbhum
7. Garhwa
8. Gumla
9. Hazaribagh
10. Jamtara
11. Khunti
12. Koderma
13. Latehar
14. Lohardaga
15. Pakur
16. Ramgarh
17. Ranchi
18. Sahibganj
19. Seraikela-Kharsawan
20. West Singhbhum

*by***JHARKHAND SPACE APPLICATIONS CENTER**

Department of Information Technology, Govt. of Jharkhand  
Ground Floor, Engineer's Hostel-I, Near Goal Chakkar, Dhurwa, RANCHI-834004 (Jharkhand)  
Tel : 0651-2401719 , Fax : 0651-2401720

<b>Sl.No.</b>	<b>Content</b>	<b>Page</b>
	<b>Tender Notice</b>	1
	<b>Letter of Application</b>	2
<b>1</b>	<b>Pre Qualification Criteria</b>	5
<b>2</b>	<b>Scope of work</b>	6
<b>3</b>	<b>Job Requirements &amp; Deliverables</b>	10
<b>4</b>	<b>Important limits and values related to bid.</b>	12
<b>5</b>	<b>Instructions to Bidders</b>	13
	1. Introduction	13
	2. How prices have to be quoted	13
	3. Pre-Bid Conference	13
	4. Cost of Tender Document	13
	5. Cost of Tender	13
	6. Non-transferable Tender	14
	7. Offer Validity Period	14
	8. Completeness of Tender Offer	14
	9. Two Bid System Tender	14
	9.1 ENVELOPE – I ( <i>Technical Offer</i> )	14
	Documents Establishing Bidders Eligibility and Qualifications	15
	Earnest Money Deposit	15
	9.2 ENVELOPE-II (Commercial Offer)	16
	10. Signing of Tender Offers	16
	11. Erasures or Alterations	16
	12. Fixed Price	16
	13. Submission of Tender Offers	17
	14. Late Tender Offers	17
	15. Preliminary Scrutiny	17
	16. Clarifications of Offers	17
	17. Short-listing of Bidders	18
	18. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons	18
	19. Technical Evaluation	18
	20. Evaluation of Commercial Bids	20
	21. Right to Accept Any Offer and to Reject Any or All Offers	20
	22. Corrupt or fraudulent Practices	20
	23. Signing of Contract	20
	24 Time Period for Completion of Work	21
<b>6</b>	<b>General Conditions of Contract</b>	<b>22</b>
	1. Confidentiality	22
	2. Use of documents and Information	22
	3. Indemnification	22
	5. Performance Guarantee	23
	6. Payment	23
	7. Prices	24
	8. Taxes and Duties	24
	9. Delay in the SP Performance	24
	10. Liquidated Damages	24
	11. Application of LD	24

	12. Termination for Default	25
	13. Termination for Insolvency	25
	14. Force Majeure	25
	15. Applicable law	26
	16. No interest for performance Guarantee	26
	17. Notices	26
	18. Warranty	26
	19. SP's Obligations	26
	20. Resolution of Disputes	27
	21. Legal Jurisdiction	27
<b>7</b>	<b>Special Conditions of Contract (SCC)</b>	<b>28</b>
	1. Roles of various parties to the contract	
	Role of the SP	28
	Role of the JSAC	29
	Role of NIC	29
	Role of DRLR	29
	2. Terms of Payment	29
	3. Penalty	30
	4. Changes to the Project	30
	5. Payment Authority	30
	6. Insurance to men, machine and material	30
	7. Subcontract	30
	8. Infrastructure arrangement by SP	31
	9. Project Monitoring & Coordination	31
<b>8.</b>	<b>Annexures</b>	<b>32</b>
	Annexure A: Tender Offer Form (TOF)	32
	Annexure B: Bidder's Details	33
	Annexure C: Bid Form (PRICE SCHEDULE)	34
	Annexure D: Contract Form (CF)	35
	Annexure E: Performance Security Form (PSF)	37
<b>9.</b>	<b>Various Forms required for establishing eligibility</b>	<b>38</b>
	Form P1: General Information of the SP	38
	Form P1A: Organizational structure Information	39
	Form P2: Particulars of Turnover in the last 2 financial years	40
	Form P3: Project wise details - In respect of Data Entry works under taken during any latest two financial years of past 5 years (2006-11)	41
	Form P3A: Details of Contracts of Similar Nature	42
	Form P4: Infrastructure available with the SP as on the date of bid submission date	43
	Form P5: Litigation History	44
	Form P6: Format for Evidence of Access to/or Availability of Overdraft/Credit Facilities- Bank Certificate	45
<b>10</b>	<b>Tables</b>	
1	District wise Estimated Number of Khata And Plots for the four districts	7 & 46
2	District wise Values of EMDs to be submitted for each district	47

**ESSENTIAL ENCLOSURES\***

Sl. No.	Particulars
1.	Receipt no. and date as a proof of having purchased the Tender document of Rs. 5,000/-
2	District wise EMD as given in page 47 in favour of "Jharkhand Space Applications Center" payable at Ranchi
3	Letter for acceptance of all terms and conditions of the tender document ( Signed tender document )
4	Power of Attorney in favour of a person for Signing the Bid Document
5	Authorization Letter for the Representing Officer from the Competent Authority with Attestation of Signature with Photograph and in written Power of Attorney
6	A Minimum Annual Turnover for last 2 years <b>(2010-11, 2011-12)</b> of Rs.2 (Two) Crores for each year. A minimum of Rs. 50 (Fifty) Lakhs annual turnover in <b>Data Entry</b> related projects in any latest two financial years of past 5 years <b>(2007-12) (Proof should be in the form of Work Order and Certificate of Completion of Projects, etc.)</b>
7	Undertaking of installing minimum of 20 computer systems for data entry work at each awarded district headquarters within 15 days of award of work.
8	Proof of last 5 years experience in the field of Data Entry Work and the proof of at least 3 Government Projects related to data entry work out of which at least one govt. project should be of more than Rs. 15 (Fifteen) Lakhs value <b>(Work Order and Certificate of Completion of Projects should be chronologically ordered)</b>
9	Undertaking to open local office at Ranchi after the selection and before the award of work for effective coordination.
10	Service tax registration certificate and latest <b>Service Tax Clearance Certificate as Applicable</b> from the competent authority
11	Certificate from Bank for minimum banking credit limit (for minimum Rs. 10 (Ten) Lakhs as Proof of having adequate sources of finance to meet the cash flow requirement
13	Audited Balance Sheets for last 2 years <b>(2010-11, 2011-12)</b> , certified Photo Copies of Tax Returns
14	Manpower Capabilities with detailed information
15	System capabilities in Data Entry (Form-P4)
16	Affidavit for the proof of non-blacklisted company from any Dept of State or Central Govt.
17	Certificates from past clients for their capability to do the data entry work in Hindi UNICODE
	<b>Forms for Qualification (Technical bid)</b>
1	Form P1: General Information of the SP
2	Form P1A: Organizational structure Information
3	Form P2: Particulars of Turnover in the last 2 financial years

Sl. No.	Particulars
4	Form P3: Project wise details - In respect of Data Entry works under taken during any latest two financial years of past 5 years (2007-12)
5	Form P3A: Details of Contracts of Similar Nature
6	Form P4: Infrastructure available with the SP as on the date of bid submission date
7	Form P5: Litigation History
8	Form P6: Format for Evidence of Access to/or Availability of Overdraft/Credit Facilities- Bank Certificate

**\* BIDDERS ARE REQUIRED TO ENCLOSE ALL THE ESSENTIAL INFORMATION, FAILING WHICH THE APPLICATION OR ENTIRE TENDER DOCUMENT WILL BE OUTRIGHTLY REJECTED.**

It is suggested to all vendors that this above table must be filled with relevant information and attached with all the relevant documents systematically with page number in order to help us to evaluate your company in proper way.

**BIDDER HAS TO PRODUCE THE ORIGINAL OF THOSE DOCUMENTS SUBMITTED IN SUPPORT OF THE CONDITIONS REQUIRED ON THE DAY OF TECHNICAL BID EVALUATION BY THE TENDER COMMITTEE FOR VERIFICATION OF SUBMITTED DOCUMENTS.**



## TENDER NOTICE

**Jharkhand Space Applications Center  
Department of Information Technology  
Engineer's Hostel-I, Dhurwa, Ranchi-834004**

1. 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 **Computerization of Record of Right (RoR) documents (Khatian and Register-II) district wise for each of the listed 20 districts of Jharkhand**
2. 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.
3. The copy of tender document may be obtained from JSAC from 14.00 Hrs to 16.30 Hrs on all working days.
4. It can also be downloaded from [www.jharkhand.gov.in](http://www.jharkhand.gov.in) or <http://jsac.jharkhand.gov.in> in which case the fee in the form of DD in favour of Jharkhand Space Applications Center payable at Ranchi should be enclosed with the bid document at the time of submission.
5. The details are given below:

<b>Tender Reference</b>	<b>JSAC/IT-3/2012</b>
Price of Tender Document	Rs 5000/-
Date of commencement of sale of tender document	18/06/2012
Pre Bid Meeting	27/06/2012 at 11.00 a.m
Last Date of sale of tender document	16/07/2012 till 04.30 p.m
Last Time and Date for receipt of tender offers	17/07/2012 till 11.00 a.m
Time and Date of Opening of tender offers (Technical offer) and Technical presentation	18/07/2012 at 11:00 AM at Jharkhand Space Applications Center Engineer's Hostel-I, Dhurwa Ranchi - 834 004
Time and Date of Opening of Price Bid (Commercial Offer)	Will be announced Later

6. Bids should remain valid for acceptance up to 120 days after the date of bid opening prescribed by JSAC.
7. The Director, Jharkhand Space Applications Center, Ranchi reserves the right to accept or reject any tender offer without assigning any reason. JSAC reserves the right to award whole or part of the work.

Sd/-

Director

Jharkhand Space Applications Center, Ranchi

## LETTER OF APPLICATION

*[Letterhead paper of the Applicant, including full postal address, Telephone and Fax numbers, and email address]*

To,  
Director,  
Jharkhand Space Applications Center,  
Department of Information Technology, Govt. of Jharkhand  
Ground Floor, Engineer's Hostel-I, Near Goal Chakkar, Dhurwa,  
RANCHI-834004 (Jharkhand)  
Tel : 0651-2401719 , Fax : 0651-2401720

Date:

**Subject: Proposal for **Computerization of Record of Right (RoR) documents (Khatian and Register-II) for the \_\_\_\_\_ number of districts****  
Tender Offer (Technical and Commercial) bids.

**Sir,**

We are submitting herewith the tender document on Computerization of Record of Right (RoR) documents (Khatian and Register-II) for the \_\_\_\_\_ number of districts in the following parts in different Covers.

- Technical Bid with EMD for each district (Qualification Document and Sample forms for Qualification)
- Commercial Bid for the following districts ....., in separate covers (Bidding Document and Sample forms for Bidding)

We are enclosing herewith the receipt no..... dated ..... as a proof of having purchased the tender documents.

1. Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Agency"), and having reviewed and fully understood all the Qualification requirements and information provided, the undersigned hereby applies for Qualification to bid on the Tender below:

Tender No:

2. Attached to this letter are certified true copies of original documents defining:
  - (a) the Applicant's legal status;
  - (b) the principal place of business; and
  - (c) the place of incorporation (for Applicants that are corporations) or the place of registration (for individually owned firms).
3. JSAC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and



technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and as requested by JSAC to verify statements and information provided in this application, such as the resources, experience and competence of the Applicant.

4. JSAC may contact the following persons for further information:

General and managerial inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

Personnel inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

Technical inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

Financial inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

5. This application is made with the full understanding that:

- (a) Bids by qualified Agency will be subject to verification of all information submitted for Qualification and bidding;
- (b) JSAC reserves the right to:

- Reject or accept any application, cancel the Qualification process, and reject all applications.

(c) JSAC shall not be liable for any such actions under 5(b) above.

6. Any genuine changes made by JSAC in the interest of project in consultation with agencies, with respect to the technical requirement during the course of project implementation will be acceptable.

7. We have given all the information serially clearly indicating the page numbers as per the given order in page number – v

8. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

Signed
Name
For and on behalf of (name of Agency)

We have read and understood the details of the tender document. We agree to abide by the terms and conditions.

Yours truly,

Signature  
Name and Complete Address

## 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 data entry at least for five years, out of which at least 3 projects should be related to the data entry work of the Government/PSU. The value of at least one project should be of more than Rs. 15 (Fifteen) lakhs.
2. A Minimum Annual Turnover for last 2 years (**2010-11, 2011-12**) of Rs.2 (Two) Crores for each year. A minimum of Rs. 50 (Fifty) Lakhs annual turnover in **Data Entry** related projects in any latest two financial years of past 5 years (**2007-12**) related **to Govt./PSU** The bidder should give the relevant work orders and work completion certificates in support of turn over details in the relevant work.
3. 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; submitted VAT and Service Tax Registration Certificate from the competent authority showing the latest VAT and service tax paid receipts; In case of VAT exemption by few government, an undertaking indicating VAT compliance need to be submitted. Letter of acceptance for all Terms and Conditions of the tender document, and Power of Attorney in favour of the person signing the bids.

## 2. Scope of work

1. Government of Jharkhand has undertaken a Project to computerize the Land Records in the State. Two major activities which are pre-requisites for this Project are data entry of the Record of Rights and digitization/geo-referencing of cadastral maps. The digitization and geo-referencing of cadastral maps are already initiated through another project. The present scope of the work is the data entry of Record of Rights for 20 districts. Ultimate objective of this project is to enable delivery of Record of Rights of Land to our citizens and to carry out management of the land using Geo Spatial and Information Technology (IT) tools. The Government has already undertaken this Project on a pilot basis in two Districts viz. Lohardaga and East Singhbhum. Subsequently data entry for some parts of Ranchi and Latehar Districts has also been completed by the districts. These four districts are also included in the tender for data entry of left out data. The general purpose NIC software for the data entry is available or made available at the districts of Jharkhand.
2. There are two important documents concerning Record of Rights. The first one is Khatian, which is the result of the periodic settlement operations and this is the document which is not modified till the next survey and settlement. The other document is Register-II, also called as continuous Khatian. In Register-II entries change as per change in the ownership. The change of ownership takes place due to sale/purchase, gift, mortgage or inheritance. These are recorded in Register-II. Thus it can be seen that while Khatian is a permanent record, temporary changes to this record are captured in Register-II. The Khatian and Register-II are to be computerized under the current Project.
3. One Khata captures the ownership of the plots of Raiyats jointly held. The Khata, therefore, may have a number of plots and may also have a number of Raiyats.
4. Khatian consists of more or less 17 columns for each plot. Similarly Tenants Ledger (Register-II) also contains 25 to 32 columns. Formats/details of Khatian and Register II can be seen at JSAC/Settlement offices. All entries in Khatian and Register-II must be made in Devnagri script (Unicode). Demo of Customized software provided by NIC for this job can be seen at NIC District Unit by bidders/vendors.
5. From the number of records, it may be seen that, on an average, one Khata has 7 plots. Similarly, from the Lohardaga and Jamshedpur Districts' entries, it has been observed that there are, on an average, 6 plots per khata. The entry in Register-II will depend on the extent of land

transfer which has taken place since the land survey settlement operations. In Lohardaga district, Register-II data was 110% of Khata. The district wise estimated number of Villages, Khata and Plots is given below. However the actual figure may vary. In case of the four \* districts the number of villages, estimated number of Khata, plots and data volume are tentative and actual number may vary.

District Name	No of Villages	Estimated Number	
		Khata	Plots
Bokaro	646	93024	651168
Chatra	1464	210816	1475712
Deoghar	2706	389664	2727648
Dhanbad	1213	174672	1222704
Dumka	2928	421632	2951424
East Singhbhum*	323	46512	325584
Garhwa	906	130464	913248
Gumla	948	136512	955584
Hazaribagh	1329	191376	1339632
Jamtara	1162	167328	1171296
Khunti	579	83376	583632
Koderma	699	100656	704592
Latehar*	323	46512	325584
Lohardaga*	323	46512	325584
Pakaur	1250	180000	1260000
Ramgarh	323	46512	325584
Ranchi *	323	46512	325584
Sahibganj	1819	261936	1833552
Seraikela-Kharsawan	1183	170352	1192464
West Singhbhum	1674	241056	1687392

6. The specimen of Land Records, namely Khatian can be seen in the office of the collector at the district headquarter as well as in JSAC.
7. The bidder should have capability of installing minimum 20 computer systems for data entry work at district level in each of the awarded district within 15 days of award of work.
8. The bidder has to open local office after the selection and before the award of work.
9. The bidder's computer professionals must have the following desirable characteristics:

- Familiarity with the Local Language like Hindi, Bangla, Keithy, Oriya, etc
- Good past track record

The bidder needs to submit the certificates from the past clients for their capability to do the data entry work in Hindi UNICODE.

10. The NIC will provide the interface for data entry. This interface can be improved upon in case the Service Provider (hereinafter abbreviated as SP) so desires logically to further facilitate the data entry and as per the region based requirement. However, the vendor will have to ensure that the data entered is absolutely correct and certain minimum number of standard are maintained so that it conforms to the basic the data standardization and the search and retrieval on a given criteria or a set of criteria is facilitated.
11. Under the scheme of computerization of land records, entries of Khatiyani of each village of Jharkhand State, which are to be entered into computers using Devnagri Keyboard (Unicode System) using software to be made available by the NIC.
12. After entry of the data as above, a printout on blank stationery A3 size paper will be taken out on printer as first checklists or Part of Set 1. The checklists will be screened by the Karamcharis and other revenue officials of various levels assigned for the work will make corrections of errors/ omissions in the first checklists and after signing each page will return the same for carrying out modifications in the data already entered into the computers. The Circle officer / C.I. of the concerned Anchal will also see the correctness, and will also verify that Karamacharis and other revenue officials of various levels assigned for the work has made all the necessary corrections.
13. After modifications as aforesaid, second printout on blank stationery of the same dimensions will be taken out of those corrected pages which had error in the first checklist to be called the second checklists which shall again be screened by the above mentioned revenue officials who shall verify the second checklist for correctness after carrying out modifications second time in the data already entered into the computer. This time Karamachari and other revenue officials of various levels assigned for the work will sign on each page of checklist and again the Circle Officer/ C.I. of the Anchal will certify that Karamachari has made 100% corrections. It is the responsibility of the bidder/ tenderer to make correct entry. If any error found after second checklist, heavy penalty of four times of the original data entry cost per record will be charged to bidder for the wrong entry or 'Penalty will be levied four times of the L1 price of respective district for each error.' The printing cost for second checklist will be paid only for the pages having error in the first print due to the reasons other than the vendors data entry mistakes as the vendor

has to ensure 100% error free print for the first checklist itself. JSAC is not liable to pay for those prints which will be result of negligence in data entry and other causes generated by the vendor.

14. After carrying out modifications the second time as above final printout of Khatian and Register II will be submitted to the Collector of district.
15. Besides final printout of Khatian and Register II, backup of final corrected data in ORACLE OR SQL SERVER format and in ACCESS FORMAT on a standard make CDs/ DVDs (Three sets) will be taken out and made available to the Deputy Commissioner. One set of CDs/ DVDs will be kept at Deputy Commissioner, one set of CDs/ DVDs will be given to JSAC and one set of CDs/DVD will be given to DRLR. The softcopy of the deliverable also includes one set village wise Khatian and Register II in PDF format.

### **3. JOB REQUIREMENTS & DELIVERABLES**

- I. The bidder/tenderer, to whom the contract for the above work is awarded, hereinafter called the service provider (SP)/agency, will be provided space at District Collectorate for data entry. Computer hardware and printers in sufficient numbers and other equipments required have to be setup by the agency at their own cost. The data has to be entered in Devnagri script using UNICODE Hindi Keyboards. The Agency will also have to use his own blank stationery for taking out all printouts. The Agency will also have to arrange themselves CDs/ DVDs on which they will take backups of final certified data of each village.
- II. The first (basic) data entry of Khatiyani will be done by the Agency at the site specified by Deputy Commissioner. The Khatiyani would be made available by the Additional Collector/ Circle Officer on the basis of demand placed by the Agency. The Additional Collector will prepare roster of employees at the site of data entry for safety/ security of the land records. The Agency and their deputed employees will be fully responsible for the safety / security of the Khatiyani.
- III. The first and second checklists generated on printer after the first data entry operation and first modification respectively shall be made available by the agency to the Additional Collector/ Circle Officer who shall arrange for their screening and correction by the concerned Karamchari/deputed officials within a time period agreed to between Additional Collector and the Agency. After screening corrections and rectification of the check lists, the Additional collector shall ensure that no delay takes place in the screening of check lists and making them over to the agency for carrying out modifications in the data.
- IV. The agency will be responsible for arranging safety and backups on CDs which are handed over to the records relating to the Land Records data entry carried out by it's unauthorized person, agency or organization. The data and / or records will not be allowed to be taken out of the place as decided by Additional Collector. Any violation in this regard shall lead to legal action against the agency besides any action for breach of the conditions of contract.
- V. It is the responsibility of the Agency to make correct and neat data entry. If any mistake/ wrong entry found after first checklist, penalty will be charged four times of the original data entry cost per record or 'Penalty will be levied four times of the L1 price of respective district for each error.'
- VI. Details of Print Outs
  - a. Set 1 (Should be printed at the place of work (District Collectorate only)



- i. 1<sup>st</sup> Print Out- All Pages after 100 per cent error free Data Entry on 75 GSM Normal A3 Size Branded Paper
    - ii. 2<sup>nd</sup> Print Out- Only corrected pages containing error.
  - b. Set 2 (Laser Print on Good Quality (above 75 GSM) A3 Size Paper in Best/Fine Printing Mode) and with good quality villagewise hard bound labeled on the cover and spine (side).
    - i. All pages after making 100 per cent error free of Set 1
  - c. Set 3
    - i. Same as Set 2 for Raiyats' Copy
- VII. Besides final printout of Khatian and Register II, backup of final corrected data in ORACLE OR SQL SERVER format and in ACCESS FORMAT on a standard make CDs/ DVDs (Three sets) will be taken out and made available to the Deputy Commissioner. One set of CDs/ DVDs will be kept at District Collectorate, one set of CDs/ DVDs will be given to JSAC and one set of CDs/DVD will be given to DRLR. The softcopy of the deliverable also includes one set village wise Khatian and Register II in PDF format.

#### 4. Important limits and values related to bid.

<b>S.N.</b>	<b>Item</b>	<b>Description</b>
<b>1.</b>	Bid Security (EMD)	For quote on each district the EMD values for the corresponding district should be submitted. EMD values for each district is given in page 47
<b>2.</b>	Bid Validity Period	<b>120</b> days from the date of opening of bid.
<b>3.</b>	Bid Security Validity Period	<b>45</b> days beyond bid validity period.
<b>4.</b>	Implementation Period	<b>12</b> Months from the date of signing of contract.
<b>5.</b>	Implementation cum Performance Guarantee Value (in Rupees.)	<b>10%</b> of contract value
<b>6.</b>	Implementation cum Performance Guarantee validity period	<b>Upto 12 months</b> from the date of submission, delivery and final acceptance of completion of work.
<b>7.</b>	Period for submission of Implementation cum Performance Guarantee	Within <b>15</b> days of receipt of letter of notification of award.
<b>8.</b>	Period for signing contract	Within <b>15</b> days from the date of receipt of letter of notification of award.
<b>9.</b>	Penalty for delay in implementation	Please refer penalty clause.
<b>10.</b>	Warranty Period	<b>12</b> Months from the date of submission of deliverables and final acceptance of completion of work whichever falls earlier.
<b>11.</b>	Address for correspondence of clarifications	Director Jharkhand Space Applications Center Engineer's Hostel-I, Dhurwa Ranchi – 834 004 <b>Phone:</b> 0651-2401719 <b>Fax:</b> 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 Computerization of Record of Right (RoR) documents (Khatian and Register-II)**. The scope of work is described in the chapter entitled “**Scope of Work**”.

### 2. How prices have to be quoted

Price should be quoted for each District. There is no restriction on the number of districts to be quoted by one bidder. Prices need to be quoted per Khata for Khatian and Register-II entries inclusive of first print, second print of check list and two sets of final print with the backup of final corrected data in ORACLE OR SQL SERVER format and in ACCESS FORMAT on a standard make CDs/ DVDs (Three sets)

### 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

A complete set of tender documents for each district 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 by way of Cash or DD payable to Jharkhand Space Applications Center, Ranchi. The DD should be payable at Ranchi. This document may also be downloaded from the website [www.jharkhand.gov.in](http://www.jharkhand.gov.in) or <http://jsac.jharkhand.gov.in>. However, such downloaded document will have to be accompanied by a Cash Receipt or DD of Rs. 5000/- 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 120 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**

The offers shall be in two separate parts containing **Technical** and **Commercial** Offers. Two separate sealed envelopes containing the Technical and Commercial offers respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender Reference Number, Name of the Bidder and the name of the districts quoted.

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:**

### **9.1 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 once 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.

Service Tax registration certificate and submit service tax return upto 31/03/2012 and VAT Clearance Certificate from the competent authority showing the VAT paid up to March 2012

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 and P4 once

### **Earnest Money Deposit**

The EMD for each district has been given in page no 47, which 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 bid security will be discharged upon the Bidder executing the Contract and furnishing the Performance Security.

The bid security may be forfeited:

- (a) 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 ENVELOPE-II (Commercial Offer)**

The Commercial Offer must be given in a separate sealed envelope for each district. 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 original and two copies of 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 but excluding service tax. 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**

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.

**14. Late Tender Offers**

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.

**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 Evaluation**

The committee constituted by the Govt. of Jharkhand 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 following the marking system given below:



### Bid Evaluation Criteria for RoR Tender

Group	Sub-Group	Criteria	Marks	Total Marks	
1	I	Technical Presentation		45	
	A	Methodology in terms of Quality and error free Data Entry, Work Plan	10		
	B	Certification of Completed Work (3 Government\PSU Projects related to Data Entry)		20	
			Yes	20	
			No	0	
	C	Bidders Experience in Data Entry by Number of Projects		10	
			3 Projects	5	
			1 mark for each additional projects with the maximum of 8 projects	5	
	D	Bidders Experience in the project cost of Data Entry by Number of Projects		5	
			Number of data entry projects with cost of the projects more than 10 lakhs. 1 mark for each such projects with the maximum of 5	5	
2	II	Background and experience of the Key Resources deployed for the project		15	
	A	Project Coordinator's Experience in Data Entry work		15	
			Experience GE 5 Years	15	
	Less than 5 years	0			
3	III	Bidder's Competence		40	
	A	Infrastructure and Manpower	20		
	A1	<i>Computers they can provide each district</i>		10	
			Greater than 25	10	
			Less than 25	0	
	A2	<i>Technical Manpower</i>		10	
			<i>Diploma in Computer Sciences &amp; Engineering</i>	5	
			More than 5	5	
			3-5	2.5	
			Less than 3	0	
			<i>UNICODE based Data Entry Operators</i>	5	
			More than 20	5	
			10-20	2.5	
Less than 10	0				
B	Volume/Value of Data Entry Work of latest two financial Years of past five years (2006-11)		20		
		Less than 1 Crore	10		
		Above 1 Crore	20		
		<b>Total</b>		<b>100</b>	

#### Qualification criteria

**To qualify in technical bid, a bidder has to secure 70% Marks (70) out of 100. The price bids will be open only of those bidders who secure 70 per cent or more marks in the technical bid evaluation.**

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

The commercial bids of only technically successful Bidders (who have secured 70% marks and more in technical bid evaluation) will be opened and ranking of the Bidders will be done according to the price quoted. The Bidder with lowest price in each district will be considered to be L1 and will be awarded the contract for the respective Districts.

On refusal of L1 bidder to work, L2 bidder for the district will be awarded the work at L1 price, On refusal of L2 bidder to work, L3 bidder will be given the offer at L1 price to work.

In case of more than one vendor becoming L1, locality and seniority are taken care in the selection of bidder during the negotiation.

## **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 any thing 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.

### **24 Time Period for Completion of Work**

The total work should be organized in such a way that the time taken for data entry, editing, QC, Printing and Finalization have to be completed within 12 months from the date of award.

## **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 and performance security deposit will be forfeited.

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

- The vendor shall not, without prior written consent from DRLR/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 DRLR /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 DRLR /JSAC, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related document (including this bid document) issued by DRLR /JSAC, other than the contract itself, shall remain the property of the DRLR /JSAC and shall be returned (in all copies) to the DRLR /JSAC on completion of the Vendor's performance under the contract.

### **3. Indemnification**

The SP shall, at its own expense, defend and indemnify the DRLR /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 DRLR /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 DRLR /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 DRLR /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.

## **5. Performance Guarantee**

The performance guarantee should be furnished for an amount of 10% of the contract value, valid up-to 3 months after the date of completion of performance obligations, including warranty obligations, in the format specified in Performance Security Form (**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, 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.

## **6. Payment**

The method and conditions of payment to be made to the SP under this contract shall be specified in SCC.

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. The Demand Draft charges will be deducted from payment amount.

## **7. Prices**

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

## **8. Taxes and Duties**

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

## **9. 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 possible 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.

## **10. 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.

## **11. Application of LD**

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

## **12. 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.

## **13. 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.

## **14. 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.

## **15. Applicable law**

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

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

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

## **17. 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.

## **18. 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's 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.

## **19. 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.

## **20. 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.

## **21. Legal Jurisdiction**

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

## **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 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.
- iii. Sample Check on data submitted by the agency will be performed by the staff of District DRLR by randomly selecting 5% of records. The checking would be done through comparison of printed records against the original entries in the Khatian and Register II. In case number of erroneous records exceed 1% the agency will be required to re-verify/correct the entire data set.
- iv. The JSAC will run the validation programmes on the data keyed-in and supplied by the agency besides the sample check as mentioned in previous paragraph. The error-list generated by the validation programme will be corrected with the help of original documents by the staff of District DRLR/Block/Anchal Office and SP. The corrections recorded on the error-list would be carried out by the agency. The correction process shall continue till each entry is error free
- v. The SP will need to develop a programme to find the missing and duplicate records from the entered data. This programme should be run on the entered data to remove the duplicates and addition of missing records.

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

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

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

- Entering into agreement with the department and submitting the performance guarantee.
- The correct data entry and checking till 100% error free is the responsibility of vendor. After making 100% error free data the prints should be submitted to the Revenue Officer for verification and certification. Some of these as sample have to be produced to the JSAC for verification.
- The data entry of the Khatian and Register II, verification and finally giving it to the DRLR in the form of CDs/DVDs and good quality binding volume.

- Infrastructure establishment with necessary men and machinery including , computers, printer and power backup, etc.
- 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 fortnightly.

### **Role of the JSAC**

- Project Implementation and Coordination
- Entering into an agreement with SP and accepting the performance guarantee.

### **Role of NIC**

- Supply, Installation and Maintenance of Data Entry Software
- Technical Support at the Work Place (District HQ)
- To conduct training of DIOs, NIC, Officials of Revenue and Land Reforms Dept. and Vendors/Data Entry Operators
- Certification of Quantity of Data Entry.

### **Role of District DRLR**

- Nominating a Nodal Officer for project to coordinate with the SP and the JSAC.
- Providing the Khatian and Register II for data entry to the SP.
- Quality control checks and Certification.
- Reporting receipt and monitoring the progress of the project.

## **2. Terms of Payment**

The JSAC will release the payments in installments **on quarterly basis.** Payment will be made for the completed work from time to time on a pro-rata basis as per the progress of data entry as per the following milestones:

- (i). 80% of the Invoiced amount on submission of the bill.
- (ii). 10% of the Invoiced amount after successful testing and acceptance by the DRLR /JSAC.

(iii). 10% on completion of the warranty period where the bidder needs to submit the work completion certificate.

The bills will be submitted to the District DRLR who will certify about the quality/correctness and quantity of the work done (number of records entered) and forward the bill to JSAC. 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.

If the bidder fails to complete the entire data entry work within a period of twelve months from the date of starting the work, for every day of the delay in delivery of the deliverables (i.e. data entry part there of).

### **4. Changes to the Project**

JSAC shall have the right to propose, and make any change, modification, addition, or deletion to, in, or from the project (interchangeably called "Change"), provided that such Change falls within the general scope of the project, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the project and the technical compatibility of the Change envisaged with the nature of the project as originally specified in the Contract.

### **5. Payment Authority**

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

### **6. 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.

### **7. 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.

**8. 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.

**9. Project Monitoring & Coordination**

Project will be monitored by the Secretaries of IT and Revenue and land reforms at state level. At Division level, Divisional Commissioners will monitor and Deputy Commissioner's of respective district will coordinate and monitor the progress at district level.

**Annexure A****TENDER OFFER FORM (TOF)**

Date: \_\_\_\_\_2012

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 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 \_\_\_\_\_2012

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	
<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  
Bid Form  
(PRICE SCHEDULE)**

**To be returned in original along with the Bid in ENVELOPE-II  
(Commercial Offer)**

1. Tender Reference No. \_\_\_\_\_
2. Total No. of Districts Quoted \_\_\_\_\_
3. Price Schedule for the District \_\_\_\_\_
4. Serial No. \_\_\_\_\_ Of DD for the EMD of the district.

**Price inclusive of taxes and duties and all other costs of the SP excluding service tax for  
the district \_\_\_\_\_**

Name of District	Cost for Data entry of Khata consists of Khatian and Register –II (Inclusive of 1st Checklist and Two Sets of Final Prints with good quality villagewise hard bound labeled on the cover and spine (side ) and soft copy or backup of final corrected data in ORACLE OR SQL SERVER format and in ACCESS FORMAT on a standard make CDs/ DVDs (Three sets) and two sets of village wise Khatian and Register II in PDF format in CDs/DVDs.) <b>(Cost per Khata) (DON'T QUOTE OTHER THAN SELECTED DISTRICT)</b>

**Note:**

1. Data Entry Includes Data Entry, Editing and Correction and Finalization
2. Data Entry is in full for all the 20 districts except for the districts of East singhbhum, Lohardaga, Ranchi and Latehar where the data not already entered will be taken up.
3. Price schedule should be in a separate envelope for individual districts. However technical bid should be same for all the districts quoted.

**Place:**

**Bidder's signature**

**Date:**

**and seal.**

Note: The cost is all-inclusive of all the costs of the infrastructure, deliverables, stationary, taxes and excluding service tax.

**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 data entry for Khatian and Register II 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 any thing 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-I, Dhurwa  
Ranchi-834004.

WHEREAS \_\_\_\_\_ (Name of Service Provider) hereinafter called "the Service Provider" has undertaken, purchase of Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 2012 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 \_\_\_\_\_ 2012  
Signature and Seal of Guarantors

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

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

**Various Forms required for establishing eligibility**

**Name of the SP:**

**Name of the Project:**

**Form P1- General Information of the SP**

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 for district's quoted** : **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 for each district** : JSAC Receipt No:  
: Date of purchase:

**Place:**

**Date :**

**Bidder's signature  
and seal.**

**FORM P1A – Organizational Structure Information**

1. The company is \_\_\_\_\_
  - (a) an individual
  - (b) a proprietary firm
  - (c) a firm in partnership
  - (d) a Limited Company or Corporation
  
2. Attach the organization Chart showing the structure of the organization, including the names of the directors and position of officers. \_\_\_\_\_
  
3. Number of years of experience:
  - (a) as a Prime Consultant (Consultant should be rendering major responsibility) \_\_\_\_\_
  - (b) as sub-Consultant (specify main Consultant) \_\_\_\_\_
  
4. For how many years has your organization been in business of similar work? \_\_\_\_\_
  1. What were your fields when your organization was Established? \_\_\_\_\_
  2. Whether any new fields were added in the organization?
  3. And if so, when? \_\_\_\_\_
  
5. Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work.)
  
6. Give details of the Data Entry related works handled by you.

**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	Page No of Enclosure in the Bid Document	Profit After Tax
2010-2011			
2011-2012			

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

**Tenderer's signature  
and seal.**

**Note:**

- Please attach audited Balance Sheets and IT return statements that clearly shows and confirms the figures mentioned in columns (2) & (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 Data Entry works under taken during 2007-12  
(Minimum Rs. 50 lakhs in any latest two financial years)

S.No.	Name of the Client	Project Duration		Value of Project in RS.	Indicate Govt. Project	Reference Page No in the Bid Document	Brief Description of the Project
		Start Date	Completion Date				
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Place:  
Date:

Bidder's signature  
and seal.

Note:

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

## FORM P3A- INFORMATION FORM ON CONTRACTS OF SIMILAR NATURE

**Details of Contracts of Similar Nature : Use a separate sheet for each contract.**

Name of Applicant	
1.	Number of contract
	Name of contract
	Country/ State
2.	Name of Employer
3.	Employer address
4.	Nature of works
5.	Contract role (check one) <input type="checkbox"/> Prime Consultant <span style="float: right;"><input type="checkbox"/> Sub Consultant</span>
6.	Amount of the total contract/subcontract/partner share (at completion, or at date of award for current contracts)
7.	Date of award/completion
8.	Contract was completed ____ months ahead/behind original schedule (if behind, provide explanation).
9.	Indicate the approximate percent of total contract value of work undertaken by subcontract, if any, and the nature of such work.

**Place:**

**Date:**

**Bidder's signature  
and seal.**



**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>	<i>Number of items spared for each district</i>
<b>Hardware</b>						
1.	Servers					
2.	Desktops					
3.	Scanners					
4.	Printers					
5.	CD Writers					
6.	Backup Devices					
<b>System Software</b>						
1.	Server Software					
2.	Desk top OS					
3.	CD Read/Write Software					
4.	Scanning Software					
5.	Compression Software					

**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.

**Place:**

**Date:**

**Bidder's signature  
and seal.**

**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

## DISTRICTWISE ESTIMATED NUMBER OF KHATA AND PLOTS IN JHARKHAND

District Name	No of Villages	Estimated Number	
		Khata	Plots
Bokaro	646	93024	651168
Chatra	1464	210816	1475712
Deoghar	2706	389664	2727648
Dhanbad	1213	174672	1222704
Dumka	2928	421632	2951424
East Singhbhum*	323	46512	325584
Garhwa	906	130464	913248
Gumla	948	136512	955584
Hazaribagh	1329	191376	1339632
Jamtara	1162	167328	1171296
Khunti	579	83376	583632
Koderma	699	100656	704592
Latehar*	323	46512	325584
Lohardaga*	323	46512	325584
Pakaur	1250	180000	1260000
Ramgarh	323	46512	325584
Ranchi *	323	46512	325584
Sahibganj	1819	261936	1833552
Seraikela-Kharsawan	1183	170352	1192464
West Singhbhum	1674	241056	1687392

\* The number of Khata per villages has been estimated based on 144 Khatas per village and 7 plots per Khata based on the Lohardaga and East Singhbhum Projects. However the actual figure may vary.

\* Data entered in the districts will not be included for data entry in this project. In case of the four \* districts the number of villages, estimated number of Khata and plots are tentative and the actual figure may vary.

**DISTRICTWISE VALUES OF EMD TO BE  
SUBMITTED FOR EACH DISTRICT**

<b>SI No</b>	<b>District Name</b>	<b>EMD Value for District (In Rs.)</b>
1.	Bokaro	140000
2.	Chatra	318000
3.	Deoghar	588000
4.	Dhanbad	264000
5.	Dumka	636500
6.	East Singhbhum*	70000
7.	Garhwa	197000
8.	Gumla	206000
9.	Hazaribagh	289000
10.	Jamtara	252500
11.	Khunti	126000
12.	Koderma	152000
13.	Latehar*	70000
14.	Lohardaga*	70000
15.	Pakur	272000
16.	Ramgarh	70000
17.	Ranchi*	70000
18.	Sahibganj	395500
19.	Seraikela-Kharsawan	257000
20.	West Singhbhum	364000