

Last Date : 8th December 2008

**GOVT. OF MEGHALAYA
INFORMATION TECHNOLOGY DEPARTMENT**

TENDER DOCUMENT

FOR

**GPS DATA COLLECTION OF LATITUDE AND
LONGITUDE OF ALL VILLAGES IN THE STATE**

AT

**INFORMATION TECHNOLOGY
DEPARTMENT,
GROUND FLOOR, NIC BUILDING, SHILLONG - 793001**

I_N_D_E_X

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NOTICE INVITING TENDER

FOR

**GPS DATA COLLECTION OF LATITUDE AND LONGITUDE OF ALL VILLAGES
IN THE STATE**

Ref: No. _____ Date _____

01. Sealed Tenders in prescribed format, duly affixed with non-refundable Court Fee Stamp(s) of Rs. 2000/- (Rupees Two Thousand) Only and supported with refundable Earnest Money of Rs. 2,00,000/- (Rupees Two Lakhs) only in the form of Bankers Cheque/ Demand Draft from any branch of State Bank of India drawn in favour of the Commissioner & Secretary to the Govt. of Meghalaya, Information Technology Department, Shillong and payable at Shillong are hereby invited from Service Agencies for undertaking remote sensing and GIS based application projects to the Information Technology Department, Government of Meghalaya, Ground Floor, NIC Building, Shillong. Tenders submitted without court fee stamp and Earnest Money will be summarily rejected and any other mode of payment will not be acceptable.

02. Detailed Terms and Conditions of this Tender and Tender Papers in prescribed Format may be obtained from the Deputy Secretary, Information Technology Department, Ground floor, NIC Building, Shillong on any working day upto 3:00 PM on 8-12-2008 on payment of non-refundable amount of Rs. 3,000/- (Rupees Three Thousand) only through Bank Draft or Indian Postal Order payable to the Commissioner & Secretary to the Govt. of Meghalaya, Information Technology Department, Shillong. Detailed tender information and tender documents can be downloaded from the Government of Meghalaya official website (<http://ditmeghalaya.gov.in>) but must be accompanied by non-refundable Bank draft or Indian Postal Order for the said amount.

03. The Tenders will be received by the Deputy Secretary, Information Technology Department, Ground Floor, NIC Building, Shillong during office hours upto 3:00 PM on 8th December 2008

(B. Mawlong, MCS)
Deputy Secretary to the Govt. of Meghalaya
Information Technology Department

[Pre - Qualification Bid]

I. Introduction

Information Technology Department, Government of Meghalaya, is the nodal agency for all e-governance initiatives in the state. The department has identified utilization of remote sensing and GIS technology as one of the effective methods for resource management.

The Department wishes to avail the services of Consultants for "Remote Sensing and GIS based application projects" for the state of Meghalaya for the tasks listed in this document.

Bidders may bid as per the eligibility conditions laid out therein. Other conditions such as Bid Schedule, bid security etc. for the bids are common and are as detailed below.

II. Bid Schedule

As the execution of tasks envisaged in this NIT is a time bound assignment, the Department has established the following schedule for various activities. All Bidders are required to respond expeditiously to enquiries during the evaluation process to facilitate timely completion of the study.

Task	Completion Date
1. Issue of Bid document	17 th November onwards
2. Receipt of Bids	18 th November to 8 th December (3 PM)
3. Opening of Bids	8 th December (4 PM)

III. Amendment of Invitation.

At any time prior to the deadline for submission of Bids, the Department reserves the right to add/modify/delete any portion of this document by issue of an addendum, which will be sent to all Bidders who have indicated their intention to Bid. The addendum shall be binding on all Bidders.

IV. Formats and Signing of Bid

The Bidders shall prepare the proposal as per format prescribed in this Document. The proposals must be written in English. The Bidders are requested to submit *Pre-qualification cum technical capability* and *commercial* bid, separately. The proposals shall be typed or written in Indelible Ink and each page shall be initialed by the authorized representative of the bidder.

The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves, in which cases such corrections must be initiated by the person or persons signing the proposal.

V. Sealing and Marking of Bid

The Bidders shall submit one original proposal. The proposal should be sealed in a separate envelope which must be clearly marked original respectively.

All envelopes should have the name and address of the Bidders clearly superscribed thereon "Remote Sensing/GIS based application Project". *Pre-qualification cum Technical capability* should be submitted in a separate envelope clearly superscribed as ENVELOPE –I. *Commercial* bid should be submitted in a second envelope clearly superscribed as ENVELOPE-II as the case may be. (if a company does not qualify technically, the envelope would be returned unopened)

The proposal must be valid for 180 days from the date of its submission.

The bid amount must be expressed in Indian rupees only.

Each bid shall be accompanied by an Earnest Money Deposit [EMD] of Rs. 2,00,000 in the form of demand draft or banker's cheque drawn in favor of Commissioner & Secretary, Information Technology Department. The EMD of the unsuccessful Bidders would be returned after finalizing the successful Bidder. Any Bid without EMD shall be summarily rejected.

VI. Evaluation of the proposals

a. After ensuring adherence to the instructions indicated, the Department will open the *Pre-qualification cum Technical capability* in the presence of such of those Bidders who wish to be present and carry out its Technical Evaluation applying the evaluation criteria. Each responsive proposal will be attributed a technical score.

b. The *Commercial bid* of *only* those bidders who qualify technically will then be opened in the presence of these bidders or their representatives. Envelope-II containing commercial bids of the unsuccessful bidders would be returned unopen.

c. The authorized representatives of the department will then discuss the detailed work plan/ specifications with the lowest Bidder. Any suggestions that the Bidder has made to improve the terms of Reference [T.O.R.], staffing details, activities to be undertaken by the consultants, reporting, specifications etc. as also the inputs required from the department to ensure satisfactory implementation of the Assignment will then be discussed with this Bidder and finalised. These discussions will be on the strict understanding that the amount quoted in the Bid document will not be increased for any reason whatsoever.

d. The successful bidder is expected to commence the Assignment immediately upon award of the Assignment, completing it within the time specified.

e. If the vendor/ Consultant who has submitted the lowest bid fails to enter into a Contract after discussions and the decisions thereon, the Department will invite the Bidder/ Consultant who has quoted the second lowest amount for discussions.

VII Pre-Qualification Requirement

Since common on site infrastructure is to be used, the Tenderer must quote for all the projects as specified in this Notice Inviting Tenders.

a. *The bidder must be a reputed consultancy firm / company, recognized by Department of Space/NRSA/ IT Department of any State for carrying out the professional services in the field of geomatics. Certificate to be attached along with Bids.*

b. *The bidder must preferably be ISO certified.*

c. *The bidder must have engaged in providing consultancy services to government or private organizations in areas of Remote Sensing and GIS (Geographical Information System) application projects for at least 3 years. Profile may be attached accordingly.*

d. *The bidder should have a minimum annual turnover of Rs. 20 lakhs per annum in the last 3 financial years in similar projects using Remote Sensing techniques.*

e. *The bidder should have proven expertise in executing similar projects. It must have successfully executed in the last 3 financial years at least 5 consultancy projects related to these fields.*

f. *Company should have highly qualified and experienced domain experts on its rolls or as its advisors who are responsible for internal quality evaluation. Profile of experts employed should be enclosed.*

g. *The bidder should have qualified personnel to handle the latest remote sensing and GIS hardware and software available at the Department. All applications must reside on the hardware and software platform currently available with the Department. The hardware and software currently available with the Department includes Intel based Workstations, scanners, printers, GPS, ERDAS Imagine Professional 8.7, Virtual GIS 8.7, Arc Info and Imagine Vector. Tenderer must provide CVs of professional staff proposed to be engaged on the project.*

h. *The firm should have proven experience in undertaking similar survey works in North-East India hill region and have physical presence through an office in the North East. Attested copies/proof of such orders and infrastructure with escalation matrix must be furnished.*

The Tenderer should be able to operate, maintain and support the projects for at least one year from the date of successful implementation of the applications under the project.

Other conditions

1. This quotation is for establishing the rates only. Order shall be placed as per requirements of the IT Department, Government of Meghalaya.
2. The Tenderer shall quote rate against each item as specified in the Commercial Bid separately in figures as well as in words.
3. The Tender document should be submitted in two sealed envelope superscribed: ENVELOPE –I “Pre-qualification cum Technical capability” ENVELOPE-II “Commercial bid”.

Each page of the bid should be initialized by an authorized official of the bidding firm along with the company seal.

1 PRE-QUALIFICATION BID

Should contain the following information and other documents listed below :

- i) Attested Annual Report for the latest accounting year.
- ii) If the audited balance sheet does not indicate the product wise annual sale as specified in the pre-qualifying bid, the Tenderer should obtain a Certificate duly certified by their statutory Auditors for this purpose. Commissioner & Secretary to the Govt. of Meghalaya, IT Department, reserves the right to verify the above documents and certificate if he so desires.

Format of Auditor's Certificate

<i>Product Category</i>	<i>Year ending</i>	<i>Sales (Rs. In Crores)</i>

- iii) Details of the remote sensing, GIS and photogrammetry business of the Tenderer such as remote sensing/GIS projects/applications etc. in the case of projects.
- iv) Details of the Tenderer's Service Centers in the country and in particular in the North Eastern Region including a list of Service Personnel. / Technical manpower for Application Development
- v) Certificate of Registration of Firm/ Company.
- vi) Sales Tax clearance certificate.
- vii) State whether you are an OEM/Authorized Reseller /Channel Partner for the product quoted (enclose a copy of the Certificate issued by the principals like Dealership/Distributorship).
- viii) Provide proof of willingness of the proposed partners to participate in the Tender.
- ix) Address and telephone no., fax no., e-mail id, mobile number, etc, of the Marketing Executive as well as the maintenance in charge of your Office who would be the point of contact with IT Department.
- (x) All information as specified at para VII – Pre-qualification requirement.

Note

On request original documents should be produced failing which the tender would be liable for rejection.

3 **COMMERCIAL BID**

Should contain the information about the rates etc. The Commercial bid shall be as per Annexure – II

The Tender document as indicated above should be addressed to the Commissioner & Secretary to the Govt. of Meghalaya, IT Department and should be submitted at the following address:

**The Commissioner & Secretary,
Information Technology Department,
Government of Meghalaya
Room No. 315,
Addl. Secretariat Building, Shillong-793001**

not later than after which time and date no tender shall be accepted. Tenders may also be sent by registered post provided they reach this Office by the above mentioned time and date.

4 **Opening of Tender**

The **Covers** will be opened at in the above address in the presence of those tenderers who have submitted the Tender and wish to remain present. The authorised representative should bring a letter on company's letterhead authorising him to attend the tender opening.

5 **General Information to be submitted by the Tendering Firms**

01. Name of the Tendering Firm.
02. Full address of the Head Office of Tendering Firm

- (1). Name of the Building/House Flat -
- (2). No. of the Building/House/Flat -
- (3). Name of Street/Road
- (4). Name of City/Town
- (5). Name of Post Office
- (6). Pin Code No.
- (7). Name of the District
- (8). Name of Police Station
- (9). Name of State
- (10).Phone No(s)
- (11).Fax No.
- (12).E- mail address

03. Detail including complete Address of Branch Office(s) of the Tendering Firm located in other States , if any, with Name and Designation of Person-in-charge of each such Branch Office, Telephone/Fax No and E- mail address, Mobile No.
04. Brief detail of other business, if any, carried out by the Tendering Firm either at its Head Office or Branch Office
05. Name(s) and Designations of all persons presently employed by the Tendering Firm in the North Eastern Region.
- (a) Is the Tendering Firm a Registered Firm YES / NO
 (b) If Yes, quote details of Registration No.
 [Attach attested photocopy of valid Certificate of registration]
06. Has the Tendering Firm cleared up all the Income Tax dues till Date YES/ NO
 [If so, attach up-to-date ITCC and attested photocopy of proof of payment of IT for the last three years]
07. Has the Tendering Firm cleared all the Sale Tax due till date YES / NO
 [If so, attach up-to-date STCC and attested photocopy of proof of payment of ST for the last three years]

6. DETAILS OF WORK INVOLVED FOR RESPECTIVE CATEGORIES:

6.a For Works/Projects

- (a) Start Date (Early) To be firmed up by IT Deptt.
 (b) Start Date (Late)
 (c) Duration of work

7. FORFEITURE OF E.M.D.

The EARNEST MONEY DEPOSIT made by the tenderer will be forfeited if the Tenderer –

- Withdraws the Tender after acceptance by Commissioner & Secretary, IT Department,
- Withdraws the Tender before the expiry of the validity period of the Tender, or
- Violates any of the provisions of the Terms and Conditions of the Tender.

8. REFUND OF E.M.D.

In case of unsuccessful short listed tenderers, the EARNEST MONEY DEPOSIT will be refunded after the successful tenderer(s) have been chosen and informed.

9. REJECTION OF TENDERS

The tender is liable to be rejected *inter alia*

- If it is not in conformity with the instructions mentioned herein,
 - If it is not accompanied by the requisite EARNEST MONEY DEPOSIT.
 - If it is not properly signed by the tenderer as required,
 - If it is received after the expiry of the due date and time,
 - If it is incomplete and are not furnished with the required documents.
- and as per Clause 13.2 under 'General' Section.

10. VALIDITY OF TENDERS

Tenders should be valid for acceptance for a period of at least 180 days from the date of offer. Offer with lesser validity period would be rejected.

11. Procedure for Selecting Tender Document

1. **Covers** would be opened in the presence of those tenderers who remain present and the Tenderers will be assessed by the :
 - a) All prequalification criteria
 - b) The service support in the region and the profile of the Tenderer and its partners.
 - c) Experience and capabilities of professionals in Application Development for along with approach to the application as enumerated in the Approach Paper
2. The Commercial bid of the short- listed responsive Tenderers would then be opened in the presence of the short- listed tenderers. The final selection would then be based on the Commercial bid.
3. The procedure is subject to change and changes may be adopted by the Commissioner & Secretary, IT Department whose decision shall be final and binding on all the parties.

12. AGREEMENT

The successful tenderer shall enter into a detailed Agreement with Commissioner & Secretary, IT Department as per the draft given in Annexure III. However, Commissioner & Secretary, IT Department reserves the right to alter/vary/amend/modify any of the terms set out in the said draft Agreement.

13. **GENERAL**

- 1 This tender document is not transferable.
- 2 The Commissioner & Secretary, IT Department reserves the right to :
 - Accept/Reject any of the Tenders submitted by a Tenderer, without assigning any reasons thereof.
 - Add, Modify, Relax or Waive any of the conditions stipulated in the Tender whenever deemed necessary.
 - Award contracts to one or more tenderers for the items covered by this Tender
 - Reject tenders from Tenderers who do not have adequate service facilities in Meghalaya.
3. Tenderers should note that the work is to be executed at village level. They may visit the site to get fully acquainted with the site conditions, etc.
- 5 Quoted rates shall under no circumstances be allowed for enhancement.

14. **Delivery Schedule**

All Application Development must be completed within 12 months of commencement of work.

DECLARATION BY THE TENDERER

1. I/We have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Scope of Work, etc. and all other related documents and clauses in connection with this letter. I/We accept all the Terms & Conditions of the contract as mentioned in the tender.

2. I/We have signed all the pages of the Bid of this Tender document and have submitted the same with the Covers .

3. I/We have signed all the pages of the bid of this tender document and have submitted the bid, following all necessary guidelines given in this tender document.

4. I/We have deposited Earnest Money of Rs. _____ in the form of Call Deposit Receipt or Demand Draft of Nationalised Bank _____ duly pledged to the 'Commissioner & Secretary, IT Department, Government of Meghalaya' bearing No. _____ dated _____, following all necessary guidelines given in this tender document.

5. My/our office Address is _____

6. My/our Telephone No. is _____

Signature of the Tenderer
with office seal.

Date :

SPECIAL CONDITIONS OF THE CONTRACT

1. Scope of work

Requirement is for mapping latitude and longitude of all villages in the entire state of Meghalaya delivery of applications at Shillong based on :

- (a) The minimum specification as detailed in Annexure I-P
- (b) It shall be the exclusive responsibility of the successful Tenderer to seamlessly integrate all components as detailed in the Annexure. Providing effective and efficient solutions to any requirements arising while seamlessly integrating shall be the exclusive responsibility of the successful Tenderer.
- (c) The successful Tenderer shall have to submit all hard copies and one soft copy of the detailed documentation of the seamless integrated solution to the Commissioner & Secretary, IT Department , Government of Meghalaya. This shall include all design documents, user manuals, schematic diagrams, etc.

2. Taxes and duties

The rates quoted must be inclusive of all taxes & duties, installation, integration & commissioning charges on FOR Shillong.

3. Payment

Payment will be made on "successful execution of the order in totality" and presentation/submission of clear and accurate bills, in Rupee currency by way of endorsed party bill or by Bank Draft for outstation firm. "Successful execution of the order in totality" shall imply successful installation and operation of the application to the satisfaction of the Commissioner & Secretary, IT Department or his representative and handing over of soft copies and hard copies of all data and work as well as manuals for operation along with conduct of operational training to staff identified by the Department.

50% as advance against Bank Guarantee valid for twelve months and balance on successful execution of the work in totality and furnishing of performance guarantee.

The Earnest Money deposited by the unsuccessful Tenderer(s) shall be refunded without interest after finalisation of the tender.

4. Security Deposit/ Performance Guarantee

4.1 The successful Tenderer shall be required to deposit a Security Deposit @10% of the total order value. Earnest Money deposited by the successful Tenderer will be converted into Security Deposit. The balance amount of Security Deposit to be submitted by the successful Tenderer within 30 days from the date of receipt of letter of acceptance of the Tender. In case the balance sum required to make up the full amount of Security Deposit is not deposited within the prescribed time limit, Commissioner & Secretary, IT Department, Government Meghalaya will be free to realize the same from any payment due to or bill(s) of the successful Tenderer.

4.2 The Security Deposit shall be held by the Commissioner & Secretary, IT Department, Government Meghalaya free of interest as security for due performance of the integrated solution provided by the Tenderer. The Security Money shall be refunded after the successful completion of the Project subject to recovery of damages and/or losses incurred, if any, by the Commissioner & Secretary, IT Department, Government Meghalaya due to default on the part of the Tenderer.

5. **Compensation**

5.1 In the event of successful Tenderer failing to execute the contract within the stipulated time frame or such extensions thereof as may be allowed by the Commissioner & Secretary, IT Department, Government of Meghalaya in writing, the Tenderer shall be required to pay as compensation at the rates indicated in Clause 3.4 of Agreement Contract.

5.2 The Commissioner & Secretary, IT Department, Government Meghalaya may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from the obligation to complete the Projects, installation, integration and commissioning detailed in Annexure 'I-P' from any other of his obligation or liabilities under the contract.

6. **Termination of contract**

6.1 If the Tenderer fails to carry out the order as per the specification and/or fails to execute the Projects detailed in Annexure 'I-P' within the stipulated period without any valid reason acceptable to IT Department and/or assign or sublet the contract, the Commissioner & Secretary, IT Department, Government Meghalaya, may terminate the contract after giving 7 days' notice and his decision in the matter shall be final and binding on the Tenderer .

6.2 Upon termination of the contract for the reason indicated in Clause-8.1 above, the Commissioner & Secretary, IT Department, Government Meghalaya shall be entitled to get the work done at the risk and expense of the Tenderer through an independent agency and to recover from the Tenderer in addition to any other amount, compensation or damages that the Office is entitled to in terms of other relevant clauses in the contract.

7. **Contract agreement :**

The selected Tenderer will have to sign a contract agreement with the Government Meghalaya, IT Department which shall have to be executed as part of the award of the work to the successful Tenderer.

8. **List of Satisfied Customers in North East.**

The Tenderers should enclose a list of the locations where Projects(similar to the one given in Annexure I-P) that has been completed with a reference/certificate from the customer in North East. They should also enclose the name of the contact person along with telephone Nos, e- mail addresses etc. of the location where such Projects has been completed.

CONSULTANCY WORK:

The Department wishes that these projects shall be carried out through a blend of on site and off site. The bidders are requested to go through the details in the criteria for implementation of the projects and quote for the services offered accordingly.

TECHNICAL & FINANCIAL DETAILS

I. Technical Details:

- a. An Approach paper on methodology proposed for performing the assignment must be furnished
- b. The Consultant's comments, if any, on the data, services and facilities to be provided by the Department.
- c. Work schedule with time lines against each activity /milestone indicating effort anticipated in man months and total time of execution in calendar months for each module of the project
- d. Extent to which work would be carried out on site for each module of the project
- e. Detailed CVs of professionals proposed to be deployed on the projects

II. Financial Details:

The financial details should specify the amount which the bidder expects to be paid for each of the module of the projects in as listed below. This amount will cover remuneration for staff, accommodation, transportation printing etc. No amount, apart from this amount will be payable. Tax will be deducted at source in accordance with the provisions of the Income Tax Act.

SCOPE OF WORK

Information Technology Department, Government of Meghalaya, intends to develop a spatial information system for the state. As part of the ongoing exercise, the following projects based on Remote Sensing GIS techniques are designed. The consultants are required to take up the projects and develop the GIS based system as follows:

Mapping of Latitude and Longitude of all Villages in Meghalaya

- Study and recording of GPS data of each village for entire state.
 - (a) Public services:
 - (i) Recording of GPS data on Water Supply Source in each village
 - (ii) Recording of PHC/CHC in each village

- (iii) Recording of Upper Primary school in each village
- (iv) Recording of Lower Primary School in each village
- (v) Recording of Anganwadi Centre in each village
- (vi) Recording of Postal Service in each village
- (vii) Recording of Mobile tower in each village

(b) Self help group:

- (i) Recording of Community hall in each village
- (ii) Recording of Fisheries Community pond/lake in each village

(c) Population:

- (i) Recording of population in each village
 - Extraction of all recorded data and data downloading
 - Dynamic segmentation, integration, generating and printing of Maps
 - Remuneration

CRITERIA FOR IMPLEMENTATION

Mapping of Latitude and Longitude of all Villages in Meghalaya

The following equipment and inputs will be made available to the successful bidder.

- a. DGPS equipments and batteries will be made available to the consultants
- b. The hardware like workstations and plotters and software like ERDAS and ArcGIS commissioned in the GIS Laboratory of the department will be made available to the consultants for carrying out the project.
- c. The project duration is for 12 months. The consultant has to carry out the project with in the stipulated time period

Annexure – II

Commercial Bid

Sl. No.	Name of the Project	Nos. of villages in each Blocks	Quoted rate (in Rupees) inclusive of all expenses for recording of not more than 10 (ten) locations per village	Quoted rate (In Rupees) inclusive of all expenses for recording of more than 10 (ten) locations per village
1.	Mapping of Latitude and Longitude of all Villages in Meghalaya:			
	(a) East Khasi Hills District (i) Smit, Mawkynrew Block (ii) Mawphlang, Mawphlang Block (iii) Mawryngkneng, Mawryngkneng Block (iv) Mawsynram, Mawsynram Block (v) 5 th Mile Upper Shillong, Myllem Block (vi) Pynursla, Pynursla Block (vii) Sohra, Shella-Bholaganj Block (viii) Laitkroh	Mawkynrew- 72 Mawphlang – 210 Mawryngkneng – 76 Mawsynram - 159 Myllem – 128 Pynursla – 140 Shella Bholaganj – 125 Laitkroh - 97		
	(b) West Khasi Hills District (i) Mairang Civil Subdivision, Mairang Block (ii) Nongstoin, Nongstoin Block (iii) Mawkyrwat, Mawkyrwat Block (iv) Ranikor, Ranikor Block (v) Riangdo, Mawshynrut Block (vi) Mawthadraishan	Mairang – 150 Nongstoin – 232 Mawkyrwat – 140 Ranikor – 138 Mawshynrut – 286 Mawthadraishan – 96		
	(c) Ri-bhoi District (i) Umling, Umling Block (ii) Umsning, Umsning Block (iii) Jirang	Umling – 211 Umsning – 245 Jirang - 90		

	(d) Jaintia Hills District (i) Amlarem Civil Sub-division, Amlarem Block (ii) Khliehriat, Khliehriat Block (iii) Thadlaskein, Thadlaskein Block (iv) Mookaiaw, Laskein (v) Saipung	Amlarem – 87 Khliehriat – 93 Thadlaskein – 123 Laskein – 81 Saipung – 77		
	(e) East Garo Hills District (i) Songsak, Songsak Block (ii) Resubelpara, Resubelpara Block (iii) Rongsak, Samamda Block (iv) Dambo-Rongjeng Block (v) Kharkutta	Songsak – 209 Resubelpara – 258 Samamda - 156 Dambo-Rongjeng - 170 Kharkutta - 161		
	(f) West Garo Hills (i) Betasing, Betasing Block (ii) Rongram, Rongram Block (iii) Dadengiri, Dadengiri Block (iv) Selsella, Selsella Block (v) Barengapara, Dalu Block (vi) Gambegre (vii) Tikrikilla, Tikrikilla Block (viii) Zikzak, Zikzak Block	Betasing – 184 Rangram – 157 Dadengiri – 127 Selsella – 317 Dalu – 185 Gambegre - 145 Tikrikilla – 143 Zikzak – 203		
	(g) South Garo Hills (i) Baghmara, Baghmara Block (ii) Chokpot, Chokpot Block (iii) Ronggara, Ronggara Block (iv) Gasuapara	Baghmara – 117 Chokpot – 59 Ronggara – 98 Gasuapara - 151		
2	Extraction of all recorded data and data downloading			
3	Dynamic segmentation, integration, generating and printing of maps			
4	Remuneration			

Grand Total :

AGREEMENT CONTRACT

(AGREEMENT CONTRACT FOR APPLICATION DEVELOPMENT)

PREAMBLE:

This agreement contract is made on this _____ day of _____ 2008

BETWEEN the Governor of Meghalaya represented by the Commissioner & Secretary, IT Department, Government of Meghalaya, herein referred as "IT Department" expression shall unless excluded by or repugnant to the context be deemed to include this successor in office or assign) of the one part and _____, a company registered under the company Act, 1956 and having its registered office at _____ hereinafter referred to as _____ of the other part.

WHEREAS:

1. Commissioner & Secretary, IT Department, Government of Meghalaya is desirous of entering into an agreement contract with _____ for GIS Application Development as listed in Annexure I-P, which the IT Department had called for tender from various vendors, and

WHEREAS the _____ had submitted a quotation which was accepted by the Department after discussion and,

WHEREAS the IT Department is desirous of issuing work order on GIS application development services.

WHEREAS the _____ had agreed to effect such services and maintain them as per the terms and conditions mention herein below.

NOW THEREFORE THIS DEED WITNESSETH:

1. PERIOD OF AGREEMENT:

1.1 _____ agreed to executes the project as per the price specified herein and support for a period of _____ in accordance with the provisions laid down in the contract. However, the period of agreement may be extended by the IT Department if it is satisfied with the services provided by _____.

2. PRICE:

2.1 That the price of execution of the Projects shall not be subject to any escalation.

2.2 The price shall inclusive of others duties and taxes, if any, including the state levy, delivery, installation, commissioning and testing charges (as applicable) and development.

2.3 There shall be no escalation in the prices once the prices are fixed and agreed to by the Commissioner & Secretary, IT Department and the _____. However, any benefit arising out of any subsequent reduction in the price due to reduction in duty and taxes, or due to general reduction of prices in the market after the price are fixed but before the delivery has been completed, should be passed on to the IT Department .

3. DELIVERY, INSTALLATION AND SUCCESSFUL COMMISSIONING

3.1 The _____ hereby agrees to carry out the following works pertaining to :

- (a) Study and recording of GPS data of each villages for entire state.
- (b) Extraction of all recorded data and data downloading
- (c) Dynamic segmentation, integration, generating and printing of Maps
- (d) Testing and development of user manuals
- (e) handholding and training
- (f) bug fixing and support

3.2 In the event of delay delivery, installation and commissioning, i.e. after the expiry of the period as agreed to by both parties, the _____ shall be liable to pay a penalty at a percentage of the value of the uncompleted modules, subject to a maximum of 10% (Ten Percent) @1% for every week of delay going upto 10 weeks after which Government shall be at liberty to cancel the order.

For the purpose of this clause, part of the week is considered as full week.

3.3 The IT Department reserves the right to reject the applications developed, at the _____'s cost, if they are not coincide or according to the specification mention in Annexure I-P.

4. PAYMENT TERMS.

4.1 No payment would be made on partial successful execution of the order.

4.2 Payment would be made on successful execution of the order in totality. It would be the responsibility of the _____ to provide installation certificate duly signed by Commissioner & Secretary, IT Department or his nominee.

5. INSPECTION OF _____'S WORKS PREMISES.

Representative of the IT Department shall have free access to _____'s work premises at any time during working hours for the purpose of inspecting the progress of work covered under this agreement. The _____ shall provide the necessary facility for such inspection.

6. ARBITRATION

10.1 All disputed/difference of any kind whatsoever arising out of or in connection with the agreement shall be resolved by Arbitration.

7. FORCE MAJEREU

Neither the _____ nor the IT Department shall be liable to the other for the in or failure of their respective obligation under this agreement cause by occurrences beyond the control of the _____ or the IT Department (as the case may be) due to fire, flood, power cut, Act of public enemy, war, insurrection, riots, strike, lockouts, sabotage, any law and order, status or ordinance, order action or regulation of the government or any compliance therewith similar to the above. Either party shall promptly notify the other of the commencement and cessation of such contingency and prove that such is beyond the control and affect the fulfillment of their obligations under this agreement adversely and if such contingency continues beyond the period of sixty days, the IT Department may at his opinion may terminate this contract by giving 10 days notice in writing to the _____.

8. TIME IS THE ESSENCE OF THIS CONTRACT.

It is hereby specifically agreed to between the parties that time is the essence of this contract

9. REFUND OF SECURITY DEPOSIT

SECURITY DEPOSIT remitted by the _____s shall be refund under provision of 'Security Deposit' of the "Special Conditions of the Contract".

10. JURISDICTION FOR LEGAL PROCEEDINGS

This agreement shall be subjected to the Jurisdiction of the Court in the City of Shillong only.

IN WITNESS WHEREOF the parties have to set and subscribe their respective hands