

**GOVT. OF MEGHALAYA
MEGHALAYA IT SOCIETY**

OFFER DOCUMENT UNDER SWISS CHALLENGE METHOD

FOR

**GIS TRANSMISSION NETWORK MAPPING OF THE
MEGHALAYA STATE UPTO 11 KV SUBSTATION AND ITS
DISTRIBUTION TO THE VILLAGE LEVEL**

**MEGHALAYA IT SOCIETY,
GROUND FLOOR, NIC BUILDING, SHILLONG - 793001**

Last Date : 11th December, 2008

Cost of document: Rs 500/-

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I. INTRODUCTION

Meghalaya IT Society, under Information Technology Department, Government of Meghalaya, is the nodal agency for all e-governance initiatives in the state. The Meghalaya IT Society has identified utilization of remote sensing and GIS technology as one of the effective methods for resource management. The MITS is in receipt of a proposal from an established party for mapping the transmission lines of MeSEB up to 11 KV on the GIS platform. This NIO is for Vendors to match the Offer made by the party or to offer a better bid for implementation of the Work indicated in the scope of work.

REQUIREMENT LIST: The Meghalaya IT Society desires the services of Consultants for "Remote Sensing and GIS based application projects" for the state of Meghalaya for the tasks as specified below.

(i) SCOPE OF WORK

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

- a. GIS Transmission Network Mapping of the Meghalaya State upto 11KV Substation and its distribution to the village level.*

(ii) CRITERIA FOR IMPLEMENTATION

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 Information Technology Department will be made available to the consultants for carrying out the project.
- d. The project duration is for 4 (four) months. The consultant has to carry out the project with in the stipulated time period

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 NIO is a time bound assignment, the Meghalaya IT Society 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	5 th December, 2008 onwards
2. Receipt of Bids	10 th December to 22 nd December, 2008 (3pm)
3. Opening of Financial Bids	22 nd December, 2008 at 4 pm.

III. AMENDMENT OF INVITATION.

At any time prior to the deadline for submission of Bids, the Meghalaya IT Society 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 requirement prescribed in this Document. The proposals must be written in English. 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(Big envelope with three smaller envelopes inside for pre-qualification-Part I, Technical bid-Part II, and Commercial bid-Part III) which must be clearly marked respectively.

All envelopes should have the name and address of the Bidders clearly super-scribed thereon along with the words **“Remote Sensing /GIS based application projects”**.

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

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 as per envelope part I and envelope Part II for prequalification and technical bid, the Meghalaya IT Society will open the Commercial bids(Part III) in the presence of such of those Bidders or their representatives who wish to be present.

b. The authorized representatives of the Meghalaya IT Society will then discuss the detailed work plan/ specifications with the lowest Bidder, provided the Challenger quotes less than the Offer already placed with the department. 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 Meghalaya IT Society to ensure satisfactory implementation of the Assignment will then be discussed with this Bidder and finalized. These discussions will be on the strict understanding that the amount quoted in the Bid document will not be increased for any reason whatsoever.

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

d. If the Vendor/ Consultant who has submitted the lowest bid fails to enter into a Contract after discussions and the decisions thereon, the Meghalaya IT Society will invite the bidder / Consultant who has quoted the second lowest amount for discussions.

PRE-QUALIFICATION REQUIREMENT .

ANNEXURE I

(Part I of the Bid)

CONDITIONS:

a. *The bidder must be a reputed consultancy firm / company, recognized by Department of Space/NRSA for carrying out the professional services in the field of geomatics.*
YES/NO

b. *The bidder must preferably be ISO certified.* YES/NO

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.*
YES/NO

d. *The bidder should have a minimum annual turnover of Rs. 30 lakhs in each of the the last 3 financial years in similar projects using Remote Sensing techniques.* YES/NO

e. *Company should have highly qualified and experienced domain experts on its rolls or as its advisors who are responsible for internal quality evaluation.*
YES/NO

f. *The bidder should have qualified personnel to handle the latest remote sensing and GIS hardware and software available at the Meghalaya IT Society. All applications must reside on the hardware and software platform currently available with the Meghalaya IT Society. The hardware and software currently available with the Meghalaya IT Society 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.*
YES/NO

g. *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.*
YES/NO

TECHNICAL BID

ANNEXURE II

(Part II of the Bid)

The **Technical 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. Member Secretary, IT Meghalaya IT Society, 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., email 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 Meghalaya IT Society.

Note

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

COMMERCIAL BID

ANNEXURE III

(Part III of the Bid)

The Commercial bid should contain the information about the rates. It shall be quoted in terms of price in Indian Rupees without any conditions.

The Tender Offers as indicated above should be addressed to the Member Secretary, Meghalaya IT Society and should be submitted at the following address:

**The Member Secretary,
Meghalaya IT Society,
Government of Meghalaya
Addl. Secretariat Building,
Shillong-793001**

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

OTHER CONDITIONS OF THE BIDS:

1. This quotation is for establishing the rates only. Order shall be placed as per requirements of the Meghalaya IT Society, Government of Meghalaya.
2. The Offer shall quote rate against the item as specified in the Requirement list separately in figures as well as in words.
3. The Offer should be submitted in one big sealed envelope(there should be three smaller envelopes inside separately- one for pre-qualification as per Annexure I, one for the Technical bid as per Annexure II and the third for Commercial bid as per Annexure III) superscribed :

OFFER UNDER SWISS CHALLENGE METHOD:

“GIS transmission network mapping of the Meghalaya state upto 11kv substation”

OTHER TERMS AND CONDITIONS

ANNEXURE IV

(i) OPENING OF TENDER

In your quotation please include the following:

1. *Non-refundable court fee stamp of Rs. 400/-*
2. *Attested copies of up-to-date Sales Tax and Professional Tax clearance certificates from the concerned Deptt*
3. *Firms should be registered under VAT and enclose proof thereof. TIN of the firms should be enclosed without which the tender will be outrightly rejected*
4. *Earnest money which is refundable for an amount of Rs 25,000/- (Twenty Five thousand) only pledged in favour of Secretary, Meghalaya IT Society in the form of a demand Draft. Firms belonging to ST are required to deposit half of the Earnest Money calculated above.*
5. *Successful tenderers will be required to furnish security deposit at the rate of 5% of the amount accepted. In the case of tenderer belonging to ST, at 2 ½ %.*
6. *Declaration by the tenderer(Annexure V)*

The **Covers** will be opened at in the Office of the MITS in the presence of those tenderers who have submitted the Offer and wish to remain present. The authorized representative should bring a letter on company's letterhead authorizing him to attend the Offer opening.

1. **Covers** would be opened in the presence of those tenderers who remain present and the Tenders will be assessed by the :
 - a) All prequalification criteria and requirement.
 - b) Submission of documents to satisfy the technical bid.
2. The Commercial bid of the short- listed responsive tenderers would then be opened in the presence of the parties. The final selection would then be based on the Commercial bid. If the conditions of prequalification and technical bid are not met the Commercial bid envelope will be returned unopened.
3. The procedure is subject to change and changes may be adopted by the

Member Secretary, Meghalaya IT Society whose decision shall be final and binding on all the parties.

(ii) FORFEITURE OF E.M.D.

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

Tenderer –

- Withdraws the Offer after bid is accepted by Member Secretary, Meghalaya IT Society.
- Withdraws the Offer before the expiry of the validity period of the Offer, or
- Violates any of the provisions of the Terms and Conditions of the Offer.

(iii) 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

(iv) 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.

(v) 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.

(vi) AGREEMENT

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

(vii) GENERAL

- 1 This tender document is not transferable.
- 2 The Member Secretary, Meghalaya IT Society reserves the right to :
 - Accept/Reject any of the Offers submitted by a Tenderer, without assigning any reasons thereof.

- Add, Modify, Relax or waive any of the conditions stipulated in the Offer whenever deemed necessary.
 - Award contracts to one or more tenderers for the items covered by this Offer
 - Reject Offers 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.
 4. Quoted rates offer shall under no circumstances be allowed for enhancement.

DECLARATION BY THE TENDERER

ANNEXURE V

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 offer.

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

3. I/We have signed all the pages of the bid of this Offer document and have submitted the bid, following all necessary guidelines given in this offer 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 'Member Secretary, Meghalaya IT Society bearing No. _____ dated _____, following all necessary guidelines given in this offer 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 GIS Transmission Network Mapping upto 11 KV substation and it's distribution to the village level in the entire state of Meghalaya delivery of applications at Shillong based on:

- (a) The Work Specification as specified above.
- (b) It shall be the exclusive responsibility of the successful Tenderer to seamlessly integrate all components as and when required. Providing effective and efficient solutions to any requirements arising while seamlessly integrating shall be the exclusive responsibility of the successful Tenderer. No manpower would be provided by MITS for the project and all Liaison work with the MeSEB will have to be done by the party.
- (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 Member Secretary, Meghalaya IT Society. 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 Member Secretary, Meghalaya IT Society 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 Officer/staff identified by the Meghalaya IT Society.

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.

4. **EMD REFUND**: The Earnest Money deposited by the unsuccessful Tenderer(s) shall be refunded without interest after finalization of the offer.

5. Security Deposit/ Performance Guarantee

5.1 The successful Tenderer shall be required to deposit a Security Deposit @5% 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 should be within 30 days from the date of receipt of letter of acceptance of the Offer. In case the balance sum required to make up the full amount of Security Deposit is not deposited within the prescribed time limit, Member Secretary, Meghalaya IT Society will be free to realize the same from any payment due to or bill(s) of the successful Tenderer.

5.2 The Security Deposit shall be held by the Member Secretary, Meghalaya IT Society 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 Member Secretary, Meghalaya IT Society due to default on the part of the Tenderer.

6. COMPENSATION

6.1 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 Member Secretary, Meghalaya IT Society in writing, the Tenderer shall be required to pay as compensation at the rates indicated in Clause 3(ii) of Agreement Contract.

6.2 The Member Secretary, Meghalaya IT Society, 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 from any other of his obligation or liabilities under the contract.

7. TERMINATION OF CONTRACT

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

7.2 Upon termination of the contract for the reason indicated in Clause-7.1 above, the Member Secretary, Meghalaya IT Society 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.

8. CONTRACT AGREEMENT :

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

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 Member Secretary, IT Meghalaya IT Society, Government of Meghalaya, herein referred as “Meghalaya IT Society” 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. Member Secretary, Meghalaya IT Society is desirous of entering into an agreement contract with _____ for GIS Application Development as listed in Annexure I-P, which the Meghalaya IT Society had called for offer from various vendors, and

WHEREAS the _____ had submitted a quotation which was accepted by the Meghalaya IT Society after discussion and,

WHEREAS the Meghalaya IT Society 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 Meghalaya IT Society 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 Member Secretary, Meghalaya IT Society 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 Meghalaya IT Society .

3. DELIVERY, INSTALLATION AND SUCCESSFUL COMMISSIONING

(i) The _____ hereby agrees to carry out the following works pertaining to :

(a) GIS Transmission Network Mapping upto 11 KV substation and its distribution to all the villages for the entire State of Meghalaya.

(b) Testing and development of user manuals

(c) handholding and training

(d) bug fixing and support

(ii) 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 up to 10 weeks after which Meghalaya IT Society shall be at liberty to cancel the order.

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

(iii) The Meghalaya IT Society reserves the right to reject the applications developed, at the _____'s cost, if they are not coincide or according to the specification mentioned.

4. PAYMENT TERMS.

- (i) No payment would be made on partial successful execution of the order.
- (ii) Payment would be made on successful execution of the order in totality. It would be responsibility of the _____ to provide installation certificate duly signed by Member Secretary, Meghalaya IT Society or his nominee.

5. ARBITRATION

All disputed/difference of any kind whatsoever arising out of or in connection with the agreement shall be resolved by mutual discussion and if it fails by Arbitration as per the Arbitration Act, 1996 in the capital city of Shillong.

6. FORCE MAJEURE

Neither the _____ nor the Meghalaya IT Society 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 Meghalaya IT Society (as the case may be) due to fire, flood, Earth quake, 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 Member Secretary, Meghalaya IT Society may at his opinion may terminate this contract by giving 10 days notice in writing to the _____.

7. 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".

8. JURISDICTION FOR LEGAL PROCEEDINGS

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